AVIVA POOLS®

FRANCHISE DISCLOSURE DOCUMENT
Explore Industries Elite USA, Inc.
A Nevada Corporation
2901 Leisure Island Way
Knoxville, Tennessee 37914
865-219-2880
Exploreindustries.com

The franchise described in this disclosure document is for the operation of an elite dealership under either the LEISURE POOLS® mark or AVIVA POOLS® mark, which offers swimming pool and spa sales and installation to businesses and members of the public.

The total investment necessary to begin operation of an elite dealership is $150,900 to $287,000. This includes $100,000 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Clint McClain at 2901 Leisure Island Way, Knoxville, Tennessee 37914; 865-219-2880 (clint.mcclain@exploreindustries.com).

The terms of your contract will govern your franchise relationship. Don't rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as "A Consumer's Guide to Buying a Franchise," which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: March 10, 2026, as amended April 7, 2026

How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit A includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Elite Dealership business in my area?	Item 12 and the "territory" provisions in the Dealer Agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be an Elite Dealership franchisee?	Item 20 or Exhibit G lists current and former franchisees. You can contact them to ask about their experiences.

What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit H.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The Dealer Agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Tennessee. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Tennessee than in your own state.

Certain states may require other risks to be highlighted. Check the "State Specific Addenda" (if any) to see whether your state requires other risks to be highlighted.

DISCLOSURES REQUIRED BY MICHIGAN LAW

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§445.1501 – 445.1546 applies, the terms of this Addendum apply.

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS. IF ANY OF THE FOLLOWING PROVISIONS ARE IN THESE FRANCHISE DOCUMENTS, THE PROVISIONS ARE VOID AND CANNOT BE ENFORCED AGAINST YOU.

(a) A prohibition on the right of a franchisee to join an association of franchisees.

(b) A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.

(c) A provision that permits a franchisor to terminate a franchise prior to the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.

(d) A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years, and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.

(e) A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.

(f) A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.

(g) A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:

(i) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.

(ii) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.

(iii) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

(iv) The failure of the franchisee or proposed transferee to pay any sums owing to the franchisor or to cure any default in the franchise agreement existing at the time of the proposed transfer.

(h) A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).

(i) A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

THE FACT THAT THERE IS A NOTICE OF THIS OFFERING ON FILE WITH THE ATTORNEY GENERAL DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE ATTORNEY GENERAL.

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Corporate Oversight Division, Attn.: Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 5th Floor, Lansing, Michigan 48913, telephone: (517) 335-7567.

FRANCHISE DISCLOSURE DOCUMENT
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ITEM 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

To simplify the language in this franchise disclosure document ("disclosure document"), "we," "us" and "our" refers to the franchisor, Explore Industries Elite USA, Inc. "You" means the person or entity that buys the dealership. If the dealer is a corporation, partnership or other entity, "you" also may mean its owners.

The Franchisor and Related Parties

We are a Nevada corporation incorporated in June 2025, with a principal business address of 2901 Leisure Island Way, Knoxville, Tennessee 37914. As of the issuance date of this disclosure document, we do business under our entity name and the names "LEISURE POOLS" and "AVIVA POOLS." We began franchising in February 2026. We have not offered franchises in any other line of business nor have we operated any other type of business. Our agents for service of process are listed in Exhibit H.

Our predecessor and affiliate, Explore Industries USA, Inc. ("EIUSA") tested elite dealerships with existing and new dealers under the LEISURE POOLS mark and AVIVA POOLS mark from March 2025 and May 2025, respectively, until February 2026 in certain states under franchise exemptions from disclosure and, if applicable, registration. You will purchase pools, spas, covers and related products and certain equipment from EIUSA. EIUSA has the same principal business address and telephone number as us. As of December 31, 2025, there were 15 elite dealerships in operation in the United States and 1 elite dealership in operation in Canada. EIUSA anticipates that it will transfer all of the Dealer Agreements it entered into for elite dealerships to us.

Our immediate parent company is PF Global Business Group USA, Inc. ("Parent") a corporation organized under the laws of Nevada in July 2019 with a principal business address of 2901 Leisure Island Way, Knoxville, Tennessee, 37914. Parent is controlled by our ultimate parents: (1) PF Global Business Group AU 1 Pty Ltd, an Australian limited company with a principal business address of 6 Computer Road, Yatala, Queensland 4207; and (2) PF Global Business Group UK Limited, a UK limited company with a principal business address of Level 3, 207 Regent Street, London, W1B 3HHand. For simplicity, we may refer to these entities collectively as our "Parents." None of our Parents has ever offered franchises in any line of business.

We and our affiliates, including EIUSA and our other affiliates in the United States and around the world, are referred to collectively herein as "Explore Industries." Explore Industries is one of the world's largest manufacturers of composite fiberglass swimming pools, with manufacturing facilities in the USA and Australia, and sells pool and spa products to independent dealers throughout the world. Our affiliate, Ultra Pool Care Squad Franchise USA, Inc. ("UPCS") offered franchises for commercial and residential pool care, cleaning, maintenance and repair services from July 2021 until January 2025 under the name Ultra Pool Care Squad. UPCS no longer offers franchises and there are no Ultra Pool Care Squad franchised businesses. UPCS shares our principal business address.

Our Business Experience

We have just begun offering elite dealerships and, as of the issuance date of this disclosure document, we have not yet granted any elite dealerships. We have not engaged in any other line of business. Certain entities in the Explore Industries group have been engaged in the business of manufacturing and selling pools and spas in the United States, Australia, New Zealand, and Europe for over 25 years.

Dealership Offered

Elite dealerships will operate a swimming pool and spa sales and installation business (an "Elite Dealership") offering either the LEISURE POOLS or AVIVA POOLS line of products ("Products") and under either the LEISURE POOLS or AVIVA POOLS mark, as applicable. Unless otherwise noted, any reference to Elite Dealerships include those Elite Dealerships offering Products under the LEISURE POOLS mark and those Elite Dealerships offering Products under the AVIVA POOLS mark. Elite Dealers will promote and sell Products to consumers consisting mainly of middle to upper income residential households. We have the right to add to or modify the types of offerings associated with Elite Dealerships, including by expanding the products and services offered by Elite Dealerships. You will establish and operate your Elite Dealership within a certain geographic area (the "Protected Territory") under the terms and conditions of the Elite Dealer agreement (the "Dealer Agreement"). A copy of the current form of Dealer Agreement is attached to this disclosure document as Exhibit B. You must operate your Elite Dealership according to the standards, guidelines, methodologies and other requirements that we designate in our confidential "Dealer Documentation." We refer to our standards, guidelines, methodologies and requirements collectively in this disclosure document as the "System."

Market and Competition

The market for Products is principally middle to upper income owners of single-family homes, but may also include other kinds of property owners. The market for residential swimming pool sales and installation is well-developed. You will face competition from other swimming pool sales and installation chains (including our affiliates' distribution networks) and from independent installation businesses. Sales occur year-round, although sales are highly seasonal in colder parts of the country because consumer interest in swimming pools is driven by warm weather. Elite Dealerships located in northern parts of the country will generally have a shorter "busy season" for sales. Construction and installation will also be limited during the winter in colder parts of the country.

Laws, Licenses and Permits

Most states and municipalities have specific laws covering some of the services you will be offering and products you will be selling. There may also be laws in your local area that will apply to the Elite Dealership. In some areas you must obtain a home improvement or contractor's license, solicitation licenses, and/or other license(s), to operate the Elite Dealership. Also, in some areas, certain construction documents or drawings must be prepared or certified by an architect or engineer. In addition, many states have now adopted the International Residential Code. You should investigate all applicable laws before you invest in an elite dealership so that you understand your legal obligations, if any. You will be solely responsible for familiarizing yourself with these topics, as are applicable in your area and to your Elite Dealership, and we strongly encourage you to engage competent tax and legal advisors.

ITEM 2
BUSINESS EXPERIENCE

Chief Executive Officer and President: David Pain. David has been our Chief Executive Officer and President in Knoxville, Tennessee since our inception in June 2025 and has several roles with Explore Industries since April 2000, including Chief Executive Office and President of EIUSA, Inc. since February 2012.

Chief Commercial Officer: Clint McClain. Clint has been our Chief Commercial Officer since our inception in June 2025 and has held the same title with EIUSA since September 2021. Clint was the Vice President of Marketing at Lowes from January 2020 until July 2020 in Mooresville, NC.

Chief Financial Officer: Tammy Evans. Tammy has been our Chief Financial Officer in Knoxville, Tennessee since our inception in June 2025. Tammy has been the Chief Financial Officer of EIUSA since March 2022. Tammy was the Vice President – Finance for IBM in Armonk, New York from March 2010 to March 2022.

Chief Sales Officer: Michael Kennedy. Michael has been our Chief Sales Officer in Knoxville, Tennessee since our inception in June 2025. Michael has been the Chief Sales Officer of EIUSA since January 2024. Michael was Chief of Staff for Imperial Pools in Latham, New York from September 2004 until December 2024.

ITEM 3
LITIGATION

No litigation is required be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

Dealers opening a new Elite Dealership must pay us an Initial License Fee of $100,000. The Initial License Fee is payable in full upon the execution of the Dealer Agreement (a form of which is attached to this disclosure document as Exhibit B). The entire Initial License Fee is deemed fully earned by us when you sign the Dealer Agreement and is not refundable. If we terminate the Dealer Agreement without cause, we will refund to Dealer the Initial License Fee on a pro-rated basis based on the number of months left in the Initial Term at the time of such termination.

Currently, we offer a discount off the Initial License Fee for dealers with competitive fiberglass pool experience with someone other than our affiliates, although we may cease this discount at any time. The discount we offer is equal to $500 for each fiberglass pool that the dealer has purchased and installed from a top competitor in the last three years, as we determine.

We also currently offer a discount off the Initial License Fee for dealers that are currently dealers of one of our affiliates, although we may cease this discount at any time. The discount we offer is equal to $1,000 for each fiberglass pool that the dealer has purchased from our affiliates and installed and $500 for each fiberglass pool the dealer has purchased from a top competitor and installed in the last three years, as we determine.

The Initial License Fee is due upon signing the Dealer Agreement. In certain circumstances, we may offer you the opportunity to pay 50% of the Initial License Fee when the Dealer Agreement is signed and pay the balance in installments of $1,000 due and payable each time you order a pool from EIUSA.

If you bring more than three people to our initial training program, you must pay us $500 per additional person that attends training.

Except for the discounts described above, the initial fees are uniformly charged to all dealers. Except as described above, these initial fees are payable at the time you sign a Dealer Agreement and are not refundable under any circumstances.

ITEM 6
OTHER FEES

Type of Fee[1]	Amount	Due Date	Remarks
Monthly Brand Support Fee	$2,500 per month	Monthly	See Note (2)
Install Assist Fee	$5,000	When incurred	Incurred if we determine you need assistance with your first installation and we or our designee provides the assistance
Purchases of Products for resale	Specified minimum number of annual eligible completed Purchase Orders (as defined and listed in the Dealer Agreement), spread among each year/quarter as specified in the Dealer Agreement	As specified on invoice for Products	See Note (3)
Additional Training Fee	Up to $2,500 per trainer per day	When incurred	If we require you to attend additional training programs or you request additional training programs
Transfer Fee	Amount equal to 50% of the Initial License Fee being charged to new dealers at the time of transfer	Upon any transfer of the Elite Dealership, as described in the Dealer Agreement	You must obtain our prior written consent to any transfer and you and the proposed transferee must meet all applicable conditions. See Item 17 for a summary of transfer conditions.
Interest on Late Payments	Amounts not paid by the date payment was due (or would have been due if the amount owed had been properly reported) will bear interest at a rate equal to the lesser of 1.5% per month and the maximum rate permitted by applicable law from the due date until paid, and/or charge a service charge equal to $30 for returned checks	Due if any payment is overdue	We and our affiliates have the right to charge interest on late payments. If we charge interest, interest will be calculated on a daily basis.

Type of Fee[(1)]	Amount	Due Date	Remarks
Costs and Attorneys' Fees	Will vary under circumstances	When incurred	The non-prevailing party will pay costs and attorneys' fees for disputes under the Dealer Agreement
Reinspection Fee	Our or our designee's direct expenses incurred with each reinspection, including travel costs and living expenses	When incurred	
Optional Digital Advertising Services	Will vary depending on the services selected	When incurred	You do not have to use us for digital advertising but we may offer it as an optional service
Technical Assistance	Currently $350 per drawing	When incurred	You do not have to engage us to assist with technical reviews
Additional Monthly Fee	$500 per month	Monthly	Due only if you did not pay the full Initial License Fee up front, and are paying the balance during the term

(1) Type of Fee: Unless otherwise noted, you pay all fees to us and all fees are non-refundable and uniformly imposed on dealers, although we may occasionally waive or reduce fees for certain Elite Dealerships.

(2) Monthly Brand Support Fee: We may increase the Monthly Brand Support Fee once each calendar year provided that such increase will not exceed the Consumer Price Index plus 10%.

(3) Purchases of Products for Resale: You are required to sell only Products of the brand and other products we designate listed in your Dealer Agreement in the operation of your Elite Dealership. Products can only be purchased from us and our Affiliates, including EIUSA. We, EIUSA and any sales affiliate we may designate in the future reserve the right to earn a reasonable profit on the sales of Products to dealers. Although the standard payment terms for Products require payment in full prior to delivery, we reserve the absolute right as we deem necessary under the circumstances to consign Products to any dealer, extend credit terms to any dealer, modify any such credit terms, and/or to require cash-on-delivery. From time to time, we may provide discounts or rebates to you on your purchase of Products. These discounts and rebates may differ based on a dealer's geographic area, the number and types of pools sold by a dealer, and other factors that we determine.

ITEM 7
ESTIMATED INITIAL INVESTMENT
YOUR ESTIMATED INITIAL INVESTMENT

Type of Expenditure[1]	Amount- New Dealer	Method of Payment	When Due	To Whom Payment is to be Made
Initial License Fee	$100,000	Lump sum	When you sign the Dealer Agreement	Us
Utility and security Deposits	$500 to $1,500	As arranged with contractors	As arranged	Contractors
Leasehold Improvements[2]	$0	As arranged	As arranged	Landlord, Suppliers
Signage	$0 to $10,000	Lump sum	As arranged	Suppliers
Furniture and Fixtures	$1,000 to $10,000	As arranged with supplier	As arranged	Suppliers
Computers and Tech Set-Up Fee [3]	$100 to $7,500	As arranged with supplier	As arranged	Suppliers
Vehicle(s) & Vehicle Signage[4]	$1,000 to $50,000	As arranged with supplier	As arranged	Suppliers
Insurance[5]	$3,300 to $11,500	As arranged with supplier	Before you open your Elite Dealership	Insurers
Installation Tools	$2,500 to $5,000	As arranged with supplier	As arranged	Approved Suppliers
Business licenses and permits	$500 to $1,000	Lump sum	Before you open your Elite Dealership	Governmental Agencies

Type of Expenditure[(1)]	Amount- New Dealer	Method of Payment	When Due	To Whom Payment is to be Made
Professional Fees	$1,500 to $2,500	As arranged with supplier	As arranged	Attorneys, accountants and other providers of professional services
Initial Inventory	$0 to $5,000	As invoiced by us	As invoiced by us	Our designated sales affiliate
Travel and Living Expenses For Initial Training[(6)]	$3,000 to $9,000	As arranged with supplier	As arranged	Transportation providers, hotels, restaurants and providers of other travel and meeting related services
Initial Launch Marketing Expenses	$5,000	As arranged with supplier	As arranged	Suppliers
Marketing Presentation Folders	$1,000-1,500	As arranged	As arranged	Us or our affiliates
Additional Funds (Working Capital)[(7)]	$31,550 to $67,500	Variable	Within the first 3 months of operations	Approved Contractors
Total	$150,900 to $287,000			

(1) Expenditures. We based the estimates in the tables above on Explore Industries' 25 years of experience selling pools and spas in the United States, Australia, New Zealand and Europe, and on market research. All payments to us are non-refundable. Third-party suppliers and providers will decide if payments to them are refundable. We do not offer any direct or indirect financing for these amounts, although we may offer you the opportunity to pay the Initial Licensee Fee over time as described in Items 5 and 6.

(2) Leasehold Improvements. We assume that you will operate your Dealership from your home and that you will not initially open and operate from an authorized location.

(3) Office Equipment, Computers, Office Supplies. This includes costs related to the purchase of up to 1 computer for your Elite Dealership, a printer, Microsoft Office 365, and accounting software. We do

not require that you purchase any required software or hardware, but you must be able to access the internet and use our online platforms.

(4) Vehicles and Vehicle Signage. You are required to already own or purchase or lease a vehicle for your Elite Dealership. This figure includes magnetic vehicle signs and/or decals for the vehicles used by you and your employees performing sales or installation services.

(5) Insurance. You must purchase and maintain all of the insurance coverage we require in the types and amounts described in the Dealer Agreement and Dealer Documentation.

(6) Travel and Living Expenses for Initial Training. We provide training at our offices located in Knoxville, Tennessee, or at another location we designate. You must pay for airfare, meals, transportation costs, lodging and incidental expenses for all initial training program attendees.

(7) Additional Funds/Working Capital (First 3 Months). This figure is provided to you for budgeting purposes only, to assist you in estimating the required startup capital you will need to begin operations. The estimate includes estimated operating expenses that you should expect to incur during the first 3 months of operations, and does not assume any Gross Revenue will be generated by your Elite Dealership in the first 3 months. The estimate includes estimated payroll costs for your employees to attend training, as well as estimated rent, utilities, office supplies, vehicle fuel and repairs and maintenance, internet and cell phone service, and other miscellaneous operational expenses not otherwise accounted for in the table. The estimate does not include any wages you pay to yourself or taxes that you may pay. You should check with your local and state governmental agencies for any taxes that may be assessed. We do not predict or guarantee that you will have positive cash flow after 3 months and consequently you may wish to budget more than this amount for initial working capital.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

The goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or real estate relating to the establishment or operation of the Elite Dealership that you must purchase or lease from us, an affiliate, or a designated supplier or suppliers, or for which we have required specifications, are described below.

Products

You are required to promote, purchase and resell Products in the operation of your Elite Dealership, to the exclusion of all other suppliers and manufacturers. Products include either LEISURE POOLS® or AVIVA POOLS® brand (as listed in your Dealer Agreement) fiberglass pools, spas and associated products, and all other products we designate (including Products sold under different marks if we designate). Products are available exclusively from our affiliate EIUSA, or such alternative Explore Industries entity as we may designate in the future. Under certain circumstances, we may allow qualified dealers to take possession of a limited number of Products at their commercial showroom or business premises on a consignment basis. If you take possession of Products on a consignment basis, you must sign the Consignment Agreement attached to this disclosure document as Exhibit E. Once you sell the product consigned to you, you will at that time pay us, EIUSA or our applicable affiliate selling the Product in question the full purchase price owed, retaining your profit margin on the sale. If you do not sell the product consigned to you by the end of the period stated in the consignment agreement, you must purchase the consigned product. Neither we nor any affiliate charge interest to you on consigned products and purchasing Products through a consignment arrangement does not result in a higher purchase price to you. Your purchase of Products will be subject to the Explore Industries

standard Terms and Conditions of Sale, a current copy of which is attached to the Dealer Agreement as Exhibit A.

Approved Supplies and Suppliers

In addition to the requirement that you exclusively offer and resell Products, we may periodically furnish you with a list or lists of other kinds of approved supplies, products, equipment, and materials that you are required to use in the operation of your Elite Dealership ("Approved Supplies"). Although we do not do so for every item, we have the right to approve the manufacturer of Approved Supplies and require that you obtain all Approved Supplies from a specific vendor or source (an "Approved Supplier"). Some Approved Supplies may be available only from a single source, and it is possible that we or our affiliates will be that source (such as with Products). We have the right to modify and update the Approved Supplies and Approved Suppliers lists periodically as we deem appropriate.

You do not have the right under any circumstances to use products or supplies that are different from and competitive with our Products. However, if you wish to use tools, components or materials different from those listed on our Approved Supplies list, you may seek our written consent to do so. You must obtain our written consent to your use of alternative items in advance and these items must meet our current standards. We may test and evaluate the alternative supplies in the manner we deem appropriate, and you must pay the costs of our evaluation. We will notify you in writing of our decision to grant or withhold our consent to particular alternative supply, within 60 days of your submission of all items required in connection with our evaluation. We will notify you in writing if we elect to revoke our approval of a supply or supplier.

We and our affiliates have the right to receive and retain credits, rebates or incentives offered by Approved Suppliers which may range from 1% or 10% or more. We do not hold any such funds in trust for you or for dealers in general and may dispose of such funds in any manner we choose.

Items and supplies used in the operation of the Elite Dealership that are not Products and are not included in the Approved Supplies or Approved Supplier lists must conform to any specifications and standards that we establish and list in the Dealer Documentation. We do not provide standards or specifications for all of the items and supplies that you may use in the operation of your Elite Dealership. We do not currently provide dealers with required specifications or standards for any items that are not Products or are not included on the Approved Supplies and Approved Suppliers lists, although we may do so in the future.

Marketing Materials

You will be required to follow established brand guidelines when creating and producing your marketing materials, which will include the use of only approved marketing templates and formats. Marketing materials may include, but are not limited to brochures, flyers, business cards, banners, signage, any promotional collateral or items, uniforms and web page advertising. In addition, any content written or produced for public or industry consumption must meet brand guidelines and be approved in writing by us in advance, based upon criteria that we determine.

Insurance

You must purchase and maintain, at your expense, all insurance we require in the types and amounts described in the Dealer Agreement and Dealer Documentation. Currently, these requirements include the following, some of which is required if you transport Products as indicated in the Dealer Agreement: (a) commercial general liability insurance in the amount of $1 million per person, $1 million per occurrence for bodily industry, $1 million for property damage and $2 million in the aggregate; (b) workers compensation insurance as required by applicable federal and state laws with (if applicable) employer's liability limits of not

less than $1 million per accident, $1 million per disease, policy limit, and $1 million per disease, each employee; (c) automobile and property damage liability insurance with limits of liability not less than $1 million per occurrence for bodily injury (including death) and $1 million per occurrence for property damage, which shall include coverage for all vehicles, trailers, equipment and other property involved in your transportation of Products; (d) for any Products not yet paid for in full by you, all-risk cargo insurance to cover any loss or damage to such Products in an amount of not less than $100,000 per occurrence; (e) umbrella/excess liability coverage with liability limits of not less than $5 million; and (f) any additional insurance required for motor carriers under applicable laws and regulations, including without limitation the FMCSA. All insurance policies will: (1) be underwritten by companies having an A.M. Best rating of A- or higher, in good standing in the state where your Elite Dealership and Authorized Location, if any, is located; (2) be in a form reasonably satisfactory to us; (3) requires at least 30 days written notice to us before any cancellation or material modification; (4) as applicable, name us and our affiliates as an additional insured; (5) include a statement that such insurance is primary and non-contributory as regards the additional insureds; and (6) contain a waiver of the insurance company's right of subrogation against us. We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability. If you at any time fail to maintain in effect any insurance coverage we require, or to provide satisfactory evidence of such coverage, we, at our option, may obtain insurance coverage for you. You agree to promptly sign any applications or other forms or instruments required to obtain any insurance and pay to us, on demand, any costs and premiums we incur. You will provide us with copies of the certificate of insurance, insurance policy endorsements or other evidence of compliance with these requirements. In addition, you will provide to us a copy of the evidence of the renewal or extension of each insurance policy in a form we require.

General Information

Except as described above in this Item 8, as of the issuance date of this disclosure document, you are not required to purchase or lease any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, or real estate relating to the establishment or operation of the Elite Dealership from us, an affiliate, or a designated supplier or suppliers, or for which we have required specifications. For the fiscal year ended December 31, 2025, EIUSA collected $3,706,187 in revenue from the sale of Products to Elite Dealers.

We and our affiliates reserve the right to collect rebates and other consideration from third-party manufacturers or suppliers based on dealer purchases. The payment of these rebates or consideration may or may not be reasonably related to services we or our affiliates provide to these third parties. As of December 31, 2025, neither we nor our affiliates collected any rebates based on the sale of products to Elite Dealers.

From time to time, we may provide discounts or rebates to you on your purchase of Products. These discounts and rebates may differ based on a dealer's geographic area, the number and types of pools sold by a dealer, and other factors that we determine.

Our director and CEO, David Pain, owns an indirect interest in us and each entity in Explore Industries, including EIUSA. Any of these entities may provide services to you. Outside of Explore Industries, there are no suppliers in which an officer of us owns a material interest.

You can expect items purchased or leased from us (or any sales affiliate we may designate) or in accordance with our specifications will represent approximately 15% to 20% of total purchases you will make to begin operations of the Elite Dealership, and 40% to 60% of the ongoing costs to operate the Elite Dealership.

We do not provide material benefits to any dealer based on its use of designated or approved suppliers. We may periodically negotiate purchase arrangements with suppliers for the benefit of the dealers. We are not aware of any purchasing or distribution cooperative in the Elite Dealership System.

ITEM 9
FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the dealer and other agreements. It will help you find more detailed information about your obligations in these agreements and other items of this disclosure document.

	Obligation	Primary Section(s) in Agreement	Disclosure Document Item
a.	Site selection and acquisition/lease	4.8	11
b.	Pre-opening purchases/leases	N/A	5, 7, 8
c.	Site development and other pre-opening requirements	4.8	7
d.	Initial and ongoing training	3, 4.1	7, 11
e.	Opening	2.1(a)	11
f.	Fees	2.1	5, 6, 7
g.	Compliance with standards and policies/Manual	4.14	11
h.	Trademarks and proprietary information	10	13, 14
i.	Restrictions on products/services offered	4.5, 4.11	16
j.	Warranty and customer service	13, 16	17
k.	Territorial development and sales quota	4.4. 9	12
l.	Ongoing product/service purchases	4.2, 4.4, 4.5, 4.11, Exhibit A	8
m.	Maintenance, appearance and remodeling requirements	4.1, 4.8, 4.9	17
n.	Insurance	7.4	7, 8
o.	Advertising	4.12	6
p.	Indemnification	18	Not applicable
q.	Owner's participation/management/staffing	4.10	15
r.	Records and reports	11	Not applicable
s.	Inspections and audits	8	Not applicable
t.	Transfer	19	17
u.	Renewal	1	17
v.	Post-termination obligations	14.5, 14.7, 14.8	17
w.	Non-competition covenants	4.6	17
x.	Dispute resolution	15, 20.3, 20.4	17
y.	Other: Guarantee of Elite Dealer's Obligations	18.2	

ITEM 10
FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligation.

ITEM 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS

Except as listed below, we are not required to provide you with any assistance.

Pre-Opening Assistance. Before you open the Elite Dealership, we will:

1. Designate your Protected Territory (Section 3(a) of the Dealer Agreement).

2. Loan you a copy of the Dealer Documentation or provide you access to the same (Section 3(b) of the Dealer Agreement).

3. Permit you to use the Marks (Section 3(d) of the Dealer Agreement).

4. Provide you with initial training (Section 3(f) of the Dealer Agreement).

Ongoing Assistance. During the operation of the Elite Dealership, we will:

1. Through our affiliate, supply you with Products on a non-exclusive basis (Section 3(c) of the Dealer Agreement).

2. Provide technical assistance to you related to the Products (Section 3(e) of the Dealer Agreement).

3. Provide brand support in the manner we determine (Section 3(f) of the Dealer Agreement).

Site

You are not required to maintain a dedicated physical space for the Elite Dealership, and we anticipate you will operate the Elite Dealership from your residence. If you desire to lease office or storage space or have a physical retail location, you must find and select the premises which must comply with our then-current specifications, if any. Any premises from which the Elite Dealership operates, including any residence, must be maintained in good and clean condition and be located within the Protected Territory.

Time of Performance

You must begin making Products available for sale to customers within 60 days or we may terminate the Dealer Agreement. The typical length of time between the effective date of the Dealer Agreement and opening of the Elite Dealership will be from 30 to 60 days.

Dealer Documentation

We will furnish or make available to you our "Dealer Documentation" which contains certain mandatory and optional standards, specifications, procedures, techniques and management systems, some of which you must follow and some of which are optional. The Dealer Documentation includes our operations manual, our then-applicable price lists, our then-current standard installation manual(s) and engineering plans for Products, and our written guidelines for the use of the Marks, websites and email. The Dealer Documentation contains proprietary information, and you must keep that information confidential as described in Item 14. Attached as Exhibit J is a copy of the Table of Contents of the Operations Manual portion of the Dealer Documentation as of the Issuance Date of this disclosure document.

Initial Training Program

You must attend and successfully complete our mandatory initial training program before opening the Elite Dealership. Initial training will take place at our facility in Knoxville, Tennessee, or such other location as we may designate, and will generally occur over a period of about 2 weeks. The initial training is provided to you free of charge, although you will be responsible to pay all costs of attendance, such as travel, living and other costs.

Training is based on and related to information contained in the Dealer Documentation and may vary depending on your experience. The general subjects and schedule of the initial training program as of the issuance date of this disclosure document are as follows:

TRAINING PROGRAMS

Initial Classroom Training Program

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Products and Services	7.5	0	Leisure Island*
Sales Training	7.5	0	Leisure Island*
Business Operations	8	0	Leisure Island*
Pool Installation	7	2	Leisure Island*
Pool Cover Installation	0	4	Leisure Island*
TOTALS	**30**	**6**	

*The trainings will be held in Knoxville, Tennessee and New Braunfels, Texas, or some other location that we determine in our sole discretion.

The instructional materials for the training program consist of the Dealer Documentation, handouts and visual aids, lectures, and classroom discussion. The instructor responsible for overseeing the training program is Clint McClain. Clint has been our Chief Commercial Officer since our inception in June 2025 and has held the same title with EIUSA since September 2021. Other members of our management and sales teams will assist Clint in the provision of training.

Training is offered approximately every 2 months, or more frequently as needed. You and your employees must attend 1 of the next 2 scheduled training sessions after you sign the Dealer Agreement. You may bring up to three people to training for no charge, but will charge an additional $500 per person for any additional person you bring to training.

Other Training

We may require you, your Specified Personnel, construction coordinator, concierge, and/or Business Manager (if applicable), and other key employees of the Elite Dealership to attend, at your expense, up to 5 days of ongoing training per year. Training will occur at a location designated by us. We may charge a fee of up to $2,500 per trainer per day for such ongoing training programs. You must make arrangements and pay all expenses for all attendees. If we agree to provide training at your place of business or within the Protected Territory, you must reimburse us (or our affiliate or designee), for all travel and living expenses incurred in connection with conducting such ongoing training.

Marketing

You must use best efforts to promote and advertise the Elite Dealership and participate in any local promotional programs we establish from time to time. You must use only such marketing materials as we furnish, approve in writing or make available. All Internet marketing must be coordinated through our designated website(s), in accordance with our specifications. Your marketing efforts must conform to our marketing policies as we may specify (and modify) from time to time in the Dealer Agreement and Dealer Documentation, which may include restrictions regarding the areas in which you may conduct marketing activity. You are also required to participate in any local or regional marketing programs we establish from time to time.

You must provide us with a proposed marketing plan each year and you must make amendments to that plan that we reasonably request. Once accepted, you must carry out the marketing plan. As part of the marketing plan, you must spend a minimum amount described in the Dealer Agreement each year.

We do not require you to participate in a marketing fund or cooperative. We are not required to spend a minimum amount on marketing in your Protected Territory. We do not have a marketing council of dealers that advise us on system marketing. We do not have an advertising council composed of dealers that advise us on advertising policies.

Computer System

We do not designate the computer and/or information system used in the Elite Dealership including the computer hardware, equipment and enhancements, and software. You only need access to the internet for email and an online portal. We assume that you will already own a computer, tablet, smartphone or other device which you can use to access the portal. We will not have any access to your computer system, but we will access the information you input into the online portal. There are no required ongoing maintenance or upgrades required.

ITEM 12
TERRITORY

You receive the right to operate an Elite Dealership within a specified geographic area (the "Protected Territory"), which is described in the Dealer Agreement. As long as you are in compliance with your Dealer Agreement, including the minimum performance requirements described further below, we will not establish any other franchised business operating under a Dealer Agreement with us for the same brand listed in your Dealer Agreement within your Protected Territory, except as generally described in this Item 12 and more fully set forth in the Dealer Agreement. You will not, however, receive an exclusive territory. You may face competition from outlets that we or our affiliates own, or from other channels of distribution that we use or competitive brands that we control. We may also establish Elite Dealerships to sell another brand in the Protected Territory. For example, if your Dealership is for the LEISURE POOLS brand, we may establish Elite Dealerships that sell the AVIVA POOLS brand in your Protected Territory and vice versa.

We determine the Protected Territory before you sign the Dealer Agreement. The criteria used for determining the boundaries of the Protected Territory include population, population age and income demographics, climate, effective serviceable area by distance and sales goals and will include at least one zip code.

It is anticipated that the Elite Dealership will be operated from your residence. If you desire to lease a fixed retail location ("Authorized Location") at a later date, you must obtain our prior written approval and are

responsible for finding and selecting the premises, which must comply with our then-current specifications, if any. Any premises from which the Elite Dealership operates, including any residence, must be located within the Protected Territory. You may relocate the Elite Dealership premises within the Protected Territory only with our prior written consent, which will not be unreasonably withheld, provided that the substitute space meets our then-current standards. You will be responsible for the cost of any necessary construction and leasehold improvements to the premises.

The Dealer Agreement contains no limitations other than as stated above on our or our affiliates' right to establish other dealers or franchises or to offer products and services in other channels of distribution. Specifically, we, our affiliates, and any other entity that shares ownership with us may, without compensation to you, directly or indirectly, through the appointment of third parties, do any of the following:

A. establish distribution centers, stores or dealerships, whether as licensed or franchised dealerships or businesses owned by us our affiliates for brands other than LEISURE POOLS or AVIVA POOLS (as applicable) at any locations we deem appropriate within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

B. establish distribution centers, stores or dealerships, whether as licensed or franchised dealerships or businesses owned by us or our affiliates, for LEISURE POOLS or AVIVA POOLS (as applicable) brand products at any locations we deem appropriate outside the Protected Territory;

C. distribute, sell and/or permit the sale of any items offered by us or our affiliates that do not constitute Products to any customers in any manner within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

D. distribute and permit the sale of LEISURE POOLS or AVIVA POOLS (as applicable) brand Products and any other items offered by us or our affiliates, whether under the LEISURE POOLS or AVIVA POOLS (as applicable) marks or not, at Non-Traditional Venues, to National Accounts and/or through Alternative Distribution Channels (each as defined in the Dealer Agreement), all whether within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

E. establish businesses that are franchised, licensed or owned by us or our affiliates at any locations it deems appropriate to distribute products or services that are similar to the Products but under trade names, trademarks, service marks, or commercial symbols other than the LEISURE POOLS or AVIVA POOLS mark (as applicable) within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

F. advertise and promote the Marks and Products and any other items offered by Explore or its Affiliates through any means, including without limitation the Internet, within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

G. sell Products and any other items offered by us or our affiliates directly to or through Contractors (as defined in the Dealer Agreement) within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

H. sell any and all products offered by us or our affiliates that are not pools or in-ground spas, and market and provide pool maintenance services, directly to homeowners and

others, whether under the Marks or not, whether within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

I. purchase or be purchased by, or merge or combine with, competing businesses wherever located; and

J. offer dealerships of the same brand listed in your Dealer Agreement outside the Protected Territory, and/or other product dealerships or franchises within or outside the Protected Territory and regardless of proximity to the Authorized Location, in the future on terms Explore we deem appropriate.

You may only advertise and market the Products within your Protected Territory. You are required to refer any requests for Products from customers outside your Protected Territory to us, in accordance with our procedures as specified in the Dealer Documentation.

In order to continue your elite dealership and maintain your Protected Territory at its original size, you must: (1) achieve a certain number of eligible purchase orders (as described in the Dealer Agreement) and purchase a certain number of pool covers during each year of the Dealer Agreement; (2) not have more than 4 customers complaints; and (3) comply with the approved marketing plan and required marketing spend. If you fail to meet the KPIs, we have the option to terminate the Dealer Agreement, or in the alternative, to reduce the size of your Protected Territory by no more than 75% of its then-current area**.** The Dealer Agreement also gives us the right to modify or reduce your Protected Territory upon renewal of the franchise when you enter into a successor Dealer Agreement, regardless of your performance.

You do not receive a right of first refusal. You do not receive the right to acquire additional franchises within or outside of your Protected Territory unless you sign another Dealer Agreement with us.

EIUSA currently manufactures and distributes products under multiple brands, including without limitation the Imagine Pools, Leisure Pools, Aviva Pools and Evo Pools brands, through independent third-party distributor and independent third-party pool dealerships in the United States. Such products may be similar to or the same as the Products you sell under the Dealer Agreement. EIUSA has a principal business address of 2901 Leisure Island Way, Knoxville, TN 37914. Dealerships that sell these products are independent, standard dealerships and not franchises (with the exception of Elite Dealerships selling the Leisure Pools or Aviva Pools brands). There may be dealers selling a brand other than the one you sell located within your Protected Territory or selling the same brand you sell near your Protected Territory, now or in the future. We or our affiliates may assist these dealers with product installation issues and related training, warranty claims, and similar matters. We believe that dealers and Elite Dealers selling a different brand can coexist with Elite Dealers selling the brand listed in their Dealer Agreement within the same geographic markets, and we do not intend to limit the markets into which these other brands of products may be sold. We do not now and have no plans to maintain separate business offices from EIUSA.

Except as described in this franchise disclosure document, neither we nor any affiliate of ours has established or has any present plans to establish other franchises or company-owned businesses or another channel of distribution offering similar products or services under the Marks or a different trade name or trademark, although we or any affiliate may do so in the future.

ITEM 13
TRADEMARKS

You acquire the right to operate an Elite Dealership using "LEISURE POOLS" or "AVIVA POOLS" (as indicated in your Dealer Agreement) in your trade name and to use this mark and any other marks owned

by us or our affiliates that we authorize for use by you in conjunction with your Elite Dealership (collectively, the "Marks"), provided that you may not use the words "LEISURE POOLS" or "AVIVA POOLS" or any of the other Marks as part of the name of your corporation, partnership, limited liability company or other similar entity.

Our affiliate, Horizon International Marketing Limited ("Horizon"), has the following principal trademarks registered as follows with the United States Patent and Trademark Office ("USPTO"):

Principal Trademarks	U.S. Reg. No.	Registration Date	Principal/Supplemental Register
Leisure Pools	2884329	September 14, 2004	Principal
Swimming in Quality and Style	3151757	October 3, 2006	Principal
	4682107	February 3, 2015	Principal
AVIVA POOLS	6047702	May 5, 2020	Principal

Our affiliate Horizon owns the Marks and has licensed us the right to use the Marks and to sublicense the use of the Marks to operate Elite Dealerships in the United States and Canada under a trademark license agreement dated effective as of October 1, 2025 (the "Trademark License Agreement"). The term of the Trademark License Agreement will expire on December 31, 2028 but will be renewed automatically for one-year periods unless either party gives notice of non-renewal. In addition, either party can terminate for a material breach of the Trademark License Agreement. If that occurs, you may be required to change the Marks used in your Elite Dealership.

Horizon has filed or intends to file all required renewals and affidavits. We and Horizon also claim common law rights in the Marks. You must follow our specifications when you use any of our Marks. You cannot use the Marks as part of a business entity name or domain name (other than the Permitted Domain Name listed in your Dealer Agreement) or with modifying words, designs or symbols except for those which we license to you. You may not use any of the Marks or any variations of them in connection with the sale of an unauthorized product or service or in a manner not authorized in writing by us.

There are no currently effective determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or any court adverse to the Marks. There is no pending infringement, opposition or cancellation, or material litigation involving the Marks.

We are not obligated to protect your right to use the Marks, to protect you from claims of infringement or unfair competition, or to take affirmative action when notified of uses or claims. You must immediately notify us of any apparent infringement of or challenge to your use of any Mark, or claim by any person of any rights to any Mark. We and Horizon have the sole right to decide to take any action we deem appropriate and will have the right to control exclusively any litigation or USPTO proceeding arising out of any infringement, challenge or claim, or otherwise relating to any Mark. You must cooperate with us and Horizon in connection with any litigation or USPTO proceeding. We will be responsible for our fees and expenses incurred in connection with any litigation or USPTO proceeding. However, if the challenge or claim results from your misuse of the Marks or our intellectual property in violation of the Dealer Agreement, you will be required to reimburse us for all fees, expenses and damages incurred in connection with such litigation or proceeding.

If it becomes advisable at any time in our sole determination to modify or discontinue the use of any name or Mark and/or use one or more additional or substitute names or Marks, you are responsible for the costs (including replacing signs and materials) associated with the change.

There are no infringing uses actually known to us that could materially affect your use of the Marks in the state where the Elite Dealership is to be located.

Under the Dealer Agreement, you agree not to contest, directly or indirectly, the ownership, title, right or interest in the name or Marks or contest our or any Explore Industries entity's right to register, use or license others to use the names and Marks. All usage by you of the Marks is for the benefit of and accrues to us and Horizon. In certain instances, including termination, expiration or cancellation of the Dealer Agreement by either party, you must immediately discontinue use of the Marks.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no pending or registered patents or copyrights that are material to the franchise, although we do claim copyright ownership and protection for our Dealer Agreement, Dealer Documentation, Terms and Conditions of Sale, websites we provide for your use under the Permitted Domain Name, software that we provide or that you purchase from us or an affiliate, and other materials for which we or an affiliate do not have a registered copyright, including instructional and training materials, web site and internet-related materials, sales promotion and marketing materials, proposal and sales contract (including customer contract) templates, and various other materials published periodically.

There are no currently effective determinations of the Copyright Office (Library of Congress), USPTO, Board of Patent Appeals and Interferences, or any court, or any pending infringement, opposition or cancellation proceeding or any pending material litigation involving any patents or copyrights that are material to the franchise. There are currently no agreements in effect that significantly limit our rights to use or license the use of any such patents or copyrights in any manner material to the franchise. There are no infringing uses actually known to us that could materially affect your use of any such patents or copyrights.

We are not obligated to protect you against infringement or unfair competition claims arising out of your use of any patents or copyrights, or to participate in your defense or indemnify you. We have the right to control any litigation related to any patents and copyrights and we have the right to decide to pursue or settle any infringement actions related to the patents or copyrights. We have no obligation to protect any patent or copyrights. You must notify us promptly of any infringement or unauthorized use of the patents or copyrights of which you become aware. If we determine that any infringement action requires changes or substitutions to any patents or copyrights, you must make the changes or substitutions at your own expense, and will have no further rights to the patents or copyrights that were changed or substituted.

You must keep confidential during and after the term of the Dealer Agreement all proprietary information and trade secrets, including without limitation our System, the Dealer Documentation, the systems described in our Dealer Documentation, any software that we provide or that you purchase from us or an affiliate and all other Confidential Information (as defined in the Dealer Agreement). Upon termination of your Dealer Agreement, you must return to us all proprietary information and trade secrets, including all copies of the Dealer Documentation, and all other copyrighted material and Confidential Information. You must notify us immediately if you learn about an unauthorized use of proprietary information or trade secrets. We are not obligated to take any action and we have the right to decide the appropriate response to any unauthorized use of proprietary information or trade secrets. You must comply with all changes to the Dealer Documentation at your cost.

ITEM 15
OBLIGATIONS TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

You must personally devote your full time and efforts to personally participate in the operation of the Elite Dealership. If you are an entity, then there are requirements and conditions imposed by us regarding the employment of an Elite Dealership Business Manager to supervise and operate the Elite Dealership on a day-to-day basis. The Elite Dealership Business Manager does not need to have an ownership interest in you, but must successfully complete our training program.

If you are an entity, each of your officers and 10% or greater shareholders or other equity owners must sign the form of Guaranty attached to this disclosure document as Exhibit C and the Noncompetition Agreement attached to this disclosure document as Exhibit F. In addition, we may require a spouse or domestic partner of an individual signing a Dealer Agreement, or any other person we designate, to sign the same form Guaranty.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You are licensed under the Dealer Agreement to operate an Elite Dealership under the designated Mark. This license permits you to promote, sell, deliver and install Products (and only Products) under the designated Mark, in accordance with our standards. You may not offer products or perform or render services outside the scope of what is permitted under the System, as that term is defined in the Dealer Agreement and as set forth in more detail in our Dealer Documentation, without our prior written approval. We reserve the right to change the types of authorized products and services.

ITEM 17
RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the term of the Elite Dealership	1.1	10 years
b. Renewal or extension	1.1	10 years
c. Requirements for you to renew or extend	1.2	Automatically renewed unless either party provides written notice 90 days in advance. We can require you to sign the then-current form of agreement or amend the existing agreement upon renewal

Provision	Section in Franchise or Other Agreement	Summary
d. Termination by you	14.1, 14.3 and 14.4	You may terminate without cause with 12 months' written notice. You may terminate immediately if we experience an insolvency event (bankruptcy, appointment of a receiver, assignment for benefit of credits or unable to pay debts as they become due). In addition, you may terminate if we are in breach of an obligation under the Dealer Agreement and fail to cure that breach within a 30-day cure period.
e. Termination by us without cause	14.4	We may terminate without cause upon 12 months' written notice.
f. Termination by us with "cause"	14.1	We may terminate if you are in default of the terms of the Dealer Agreement.
g. "Cause" defined – curable defaults	14.3	We may terminate if you are in breach of an obligation under the Dealer Agreement and fail to cure that breach within a 30-day cure period.
h. "Cause defined – defaults which cannot be cured	14.1	Immediate termination upon an insolvency event, failure to begin operations within 60 days; unapproved assignment; failure to meet KPI, material breach of any other agreement with us or our affiliates for this dealership, conviction of felony, crime involving moral turpitude or other crime that will have an adverse effect upon the Marks or Explore Industries, death or disability of owner; voluntary abandonment, knowingly maintain or submit false books or records; repeated defaults.
i. Your obligations on termination/non-renewal	14.5	No right to use the marks or other intellectual property, modify premises and any websites/social media accounts to remove the marks, return all copies of Dealer Documentation, cease use of confidential information, cease use of customer data, provide us with details of all potential customers, provide us with details of all open contracts, pay amounts owed and comply with applicable covenants.
j. Assignment of contract by franchisor	19.2	No restriction on our right to assign.
k. "Transfer" by you – defined	19.1	Assignment or transfer of any rights or obligations under the Dealer Agreement, the business, the business assets or any interest in you of more than 20%.
l. Our approval of transfer by you	19.1	You must obtain our consent to transfer, which we will not unreasonably withhold.
m. Conditions for our approval of transfer	19.1	You have satisfied all monetary obligations; transferee is approved; at our option, transferee assumes current Dealer Agreement or signs our then-current form; transferee successfully completes training, you pay a transfer fee; you sign a general release of claims; we approve the material provisions of the assignment; and you agree to comply with post-term obligations.

Provision	Section in Franchise or Other Agreement	Summary
n. Our right of first refusal to acquire your business	N/A	Not applicable
o. Our option to purchase your business	N/A	Not applicable
p. Death or disability of you	N/A	Not applicable
q. Non-competition covenants during the term of the franchise	4.6	No involvement in competing business in North America.
r. Non-competition covenants after franchise is terminated or expires	4.6	No involvement in competing business in North America for 12 months after the termination or expiration of the Dealer Agreement.
s. Modification of the Agreement	20.13	Only by written agreement between the parties of the Dealer Agreement.
t. Integration/merger clause	20.12	The Dealer Agreement, along with all exhibits and attachments, and Dealer Documentation form part of the Agreement.
u. Dispute resolution by arbitration	15.1	Except for injunctive relief, all claims are subject to arbitration in Knoxville, Knox County, Tennessee under the AAA.
v. Choice of forum	20.3	State and federal courts in Knoxville, Knock County, Tennessee (subject to state law)
w. Choice of law	20.3	Tennessee law applies (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote the franchise.

ITEM 19
FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets if there is a reasonable basis for the information, and if the information is included in this disclosure document. Financial performance information that differs from any included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet that you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an

existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to Clint McClain at 2901 Leisure Island Way, Knoxville, Tennessee 37914, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

TABLE NUMBER 1
Systemwide Outlet Summary
For Years 2023-2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	0	0	0
	2024	0	0	0
	2025	0	15	+15
Company-Owned	2023	0	0	0
	2024	0	0	0
	2025	0	0	0
Total Outlets	2023	0	0	0
	2024	0	0	0
	2025	0	15	+15

TABLE NUMBER 2
Transfers of Outlets From Franchisee to New Owners (Other than the Franchisor)
For Years 2023-2025

State	Year	Number of Transfers
TOTAL	2023	0
	2024	0
	2025	0

TABLE NUMBER 3
Status of Franchised Outlets
For Years 2023-2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Outlets at the End of the Year
Colorado	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Florida	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Georgia	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Indiana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	4	0	0	0	0	4
Kentucky	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
Massachusetts	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Mississippi	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Ohio	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	2	0	0	0	0	2
South Carolina	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Tennessee	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
TOTAL	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	15	0	0	0	0	15

TABLE NUMBER 4
Status of Company-Owned Outlets
For Years 2023-2025

State	Year	Outlets at the Start of the Year	Outlets Opened	Outlets Reacquired From Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at the End of the Year
TOTAL	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0

TABLE NUMBER 5
Projected Openings
As of January 1, 2026

State	Dealer Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Florida	1	2	0
Georgia	0	1	0
Illinois	1	1	0
Indiana	0	1	0
Kentucky	1	1	0
Louisiana	0	1	0
Massachusetts	0	1	0
Michigan	0	1	0
Minnesota	0	1	0
New York	0	1	0
North Carolina	1	2	0
South Carolina	0	1	0
Tennessee	0	2	0
Texas	0	4	0
Wisconsin	0	1	0
TOTAL	4	21	0

If you buy this Elite Dealership, your contact information may be disclosed to other buyers when you leave the System.

During our last 3 fiscal years, no Elite Dealers have signed confidentiality clauses that restrict them from discussing with you their experience as an Elite Dealer in our System.

There is no trademark-specific franchisee association required to be disclosed in this Item.

ITEM 21
FINANCIAL STATEMENTS

Attached as Exhibit A are our audited financial statements for the reporting period ending December 31, 2025. Our fiscal year end is December 31. Because we began franchising in 2026, and we have not been in business for three or more years, we cannot include all the financial statements required by the FTC Rule.

ITEM 22
CONTRACTS

Attached as Exhibit B is a copy of the Dealer Agreement you must sign, along with EIUSA's Terms and Conditions of Sale. Attached as Exhibit C is a copy of the Guaranty that must be signed by officers and 10% or greater shareholders or other equity owners of the dealer entity, and their spouses or domestic partners. Attached as Exhibit D is a copy of our Closing Addendum. Attached as Exhibit E is a copy of the Consignment Agreement you must sign if you opt to and we permit you to take possession of Products on a consignment basis. Attached as Exhibit F is the owner's Noncompetition Agreement.

ITEM 23
RECEIPTS

The last 2 pages of this disclosure document are copies of a detachable acknowledgment of receipt. Please sign and return to us our copy of the receipt (Copy for Explore Industries), and sign and retain for your records your copy of the receipt (Copy for Prospective Dealer).

EXHIBIT A

FINANCIAL STATEMENTS

EXPLORE INDUSTRIES ELITE USA, INC.

Financial Statements

December 31, 2025

(With Independent Auditors' Report Thereon)

EXPLORE INDUSTRIES ELITE USA, INC.

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INDEPENDENT AUDITORS' REPORT

Explore Industries Elite USA, Inc.
Knoxville, Tennessee

Opinion

We have audited the accompanying financial statements of Explore Industries Elite USA, Inc. (the "Company"), which comprise the balance sheet as of December 31, 2025, and the related statements of operations, changes in stockholder's equity, and cash flows for the period from June 2, 2025 (inception) to December 31, 2025, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the period from June 2, 2025 (inception) to December 31, 2025 in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America ("GAAS"). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with GAAP, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- **Exercise professional judgment and maintain professional skepticism throughout the audit.**
- **Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.**
- **Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.**
- **Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.**
- **Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.**

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

LBMC, PC

Knoxville, Tennessee
April 6, 2026

EXPLORE ELITE INDUSTRIES USA, INC.

Balance Sheet

December 31, 2025

Assets

Current assets:	
Cash and cash equivalents	**$ 458,500**
Total current assets	**458,500**
Deferred income taxes	**10,422**
Total assets	**$ 468,922**

Liabilities and Stockholder's Equity

Current liabilities:	
Due to related party	**$ 248,378**
Stockholder's equity:	
Common stock, $0.01 par value; 1,000 shares authorized, issued, and outstanding	**10**
Additional paid-in capital	**249,990**
Accumulated deficit	**(29,456)**
Total stockholder's equity	**220,544**
Total liabilities and stockholder's equity	**$ 468,922**

See accompanying notes to the financial statements.

EXPLORE ELITE INDUSTRIES USA, INC.

Statement of Operations

Period from June 2, 2025 (inception) to December 31, 2025

Operating expenses:	
Advertising	**$ 10,967**
Professional fees	**28,911**
Total operating expenses and loss from operations	**39,878**
Loss from operations	**(39,878)**
Income tax benefit	**(10,422)**
Net loss	**$ (29,456)**

See accompanying notes to the financial statements.

EXPLORE ELITE INDUSTRIES USA, INC.

Statement of Changes in Stockholder's Equity

Period from June 2, 2025 (inception) to December 31, 2025

	Common Stock		Additional	Accumulated	Total Stockholder's
	Shares	Amount	Paid-in Capital	Deficit	Equity
Issuance of 1,000 shares of common stock	1,000	$ 10	$ 249,990	$ -	$ 250,000
Net loss	-	-	-	(29,456)	(29,456)
Balance at December 31, 2025	1,000	$ 10	$ 249,990	$ (29,456)	$ 220,544

See accompanying notes to the financial statements.

EXPLORE ELITE INDUSTRIES USA, INC.

Statement of Cash Flows

Period from June 2, 2025 (inception) to December 31, 2025

Cash flows from operating activities:	
Net loss	**$ (29,456)**
Adjustments to reconcile net loss to cash flows provided by operating activities:	
Deferred income taxes	**(10,422)**
Increase in operating liabilities:	
Due to related party	**248,378**
Total adjustments	**237,956**
Net cash provided by operating activities	**208,500**
Cash flows from financing activities:	
Issuance of common stock	**250,000**
Increase in cash and cash equivalents	**458,500**
Cash and cash equivalents at beginning of year	**-**
Cash and cash equivalents at end of year	**$ 458,500**

See accompanying notes to the financial statements.

(1) Nature of operations

Explore Industries Elite USA, Inc. (the "Company") was formed on June 2, 2025 as a corporation in the state of Nevada. Explore Industries USA, Inc. ("Explore"), an affiliate of the stockholder of the Company, directly or through its affiliates, manufactures and distributes products consisting of fiberglass pools, spas and associated products that are marketed and sold under various Explore Industries family brands, including the Leisure Pools brand. The Company will grant the dealers the right to distribute Leisure Pools brand products to customers in a protected territory under the Explore trademarks.

The Company is part of a group of companies affiliated by common ownership. The operating results of the Company could vary significantly from those that would have occurred had the Company operated independently.

During the period from June 2, 2025 (inception) through December 31, 2025, all license agreements with dealers were executed by Explore. During this period, the Company collected license fee revenues from dealers on behalf of Explore. Management intends to transfer all of the dealer agreements from Explore to the Company during 2026.

(2) Summary of significant accounting policies

(a) Basis of accounting

The accompanying financial statements have been prepared under the accrual method of accounting for financial reporting in accordance with accounting principles generally accepted in the United States of America ("GAAP").

(b) Cash and cash equivalents

The Company considers all highly liquid investments with original maturities of less than three months to be cash equivalents.

(c) Use of estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amount of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(d) Income taxes

The Company is a member of a group that files consolidated federal income tax returns and state income tax returns where permitted by state statute. Certain states where the entity files income tax returns do not recognize consolidated filings. The Company's financial statements recognize the current and deferred income tax consequences that result from the Company's activities pursuant to the provisions of Accounting Standards Codification Topic 740, Income Taxes (ASC 740), as if the Company were a separate taxpayer rather than a member of the parent company's consolidated income tax return group. The separate return method is modified for the assessment of deferred tax asset realizability so that current or deferred tax assets are characterized as realized (or realizable) by the Company when those tax assets are realized (or realizable) by the consolidated group, even if the Company would not otherwise have realized them on a stand-alone basis.

The Company does not have a formal tax-sharing arrangement, and therefore, tax benefits for operating loss carryforwards utilized in the consolidated return are recognized as deemed dividends to the parent.

In accordance with ASC 740, income taxes are accounted for under the asset and liability method. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be realized. The effect of a change in tax rates on deferred tax assets and liabilities is recognized in operations in the period that includes the enactment date of the rate change. A valuation allowance is established to reduce the deferred tax assets to the amounts that are more likely than not to be realized from operations with consideration to the consolidated group when applicable.

(e) Advertising costs

Advertising costs of approximately $11,000 in 2025 are expensed as incurred.

(f) Events occurring after reporting date

The Company has evaluated events and transactions that occurred between December 31, 2025 and April 6, 2026, which is the date that the financial statements were available to be issued, for possible recognition or disclosure in the financial statements.

(3) Credit risk and other concentrations

The Company occasionally maintains cash and cash equivalents on deposit at a bank in excess of federally insured amounts. The Company has not experienced any losses in such accounts, and management believes the Company is not exposed to any significant credit risk related to cash and cash equivalents.

(4) Income taxes

The provision for income taxes for 2025 is as follows:

Deferred tax benefit:	
Federal	**$ (7,830)**
State	**(2,592)**
Total provision for income taxes	**$ (10,422)**

The Company has federal and state net operating loss carryforwards of $39,878. The federal carryforwards may be used indefinitely. The state carryforwards will expire in 2040.

Deferred income taxes are provided for the temporary differences between the financial reporting basis and tax basis of the Company's assets and liabilities. Deferred income taxes as of December 31, 2025, consist of a deferred tax asset of $10,422 resulting from federal and state net operating loss carryforwards.

(5) Related party transactions

During during the period from June 2, 2025 (inception) to December 31, 2025, Explore incurred certain costs on behalf of the Company. These costs primarily relate to shared services, including administrative expenses, information technology support, and human resources functions. The total amount of such costs during the period was not material.

Reimbursement of costs incurred by Explore for the benefit of the Company amounted to $39,878 during the period from June 2, 2025 (inception) to December 31, 2025.

License fee revenue collected by the Company on behalf of Explore amounted to $208,500 during the period from June 2, 2025 (inception) to December 31, 2025.

EXHIBIT B

DEALER AGREEMENT

ELITE DEALER AGREEMENT
(United States)

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO EITHER THE TENNESSEE UNIFORM ARBITRATION ACT OR THE FEDERAL ARBITRATION ACT (UNITED STATES), AS APPLICABLE

This Elite Dealer Agreement (this "**Agreement**") is made and entered into effective as of this ___day of _____, 20___ (the "**Effective Date**") between Explore Industries Elite USA, Inc., a Nevada corporation ("**Explore**"), and [*DEALER NAME*], a [*state of formation*] [*entity type*] ("**Dealer**" and, together with Explore, the "**Parties**," and each a "**Party**").

Summary and Definitions

The following presents only a highlight of some of the key terms and definitions in this Agreement and is subject to the more detailed provisions and other definitions contained in the remainder of this Agreement.

General

Agreement No.: _____

Parties:

EXPLORE INDUSTRIES ELITE USA, INC.
2901 Leisure Island Way, Knoxville, TN 37914
Phone No.: (865) 219-2880
Fax No.: (865) 219-2889
Email: david.pain@exploreindustries.com

[*DEALER COMPANY OR INDIVIDUAL NAME*]
[*dealer address*]
Phone No.: [*insert*]
Fax No.: [*insert*]
Email: [*insert*]

Background / General Summary:

Explore, directly or through its Affiliates, manufactures and distributes products consisting of fiberglass pools, spas and associated products that are marketed and sold under various Explore Industries family brands.

Explore grants qualified persons the right to distribute Brand Products to Customers in the Protected Territory under the Marks, and Dealer desires to obtain the right to distribute such Products under the Marks. Explores has agreed to grant Dealer the right to exclusively distribute the Brand Products in the Protected Territory pursuant to terms and conditions of this Agreement.

Dealer Specifics:

Brand:	*[insert LEISURE POOLS® or AVIVA POOLS®]*	
Authorized Location:	*[insert fixed retail premises address or "N/A" if none]*	
Protected Territory:	The geographical location covered by each of the following zip codes: *[insert zip codes]*	
Permitted Tradename:	*[insert LEISURE POOLS or AVIVA POOLS]*_____ *[insert geographical identifier]*	
Permitted Domain Name:	<[*insert leisurepools or avivapools]*_____.com> *[insert geographical identifier]*	
Permitted Sites:	*[insert Dealer website(s) and social media accounts (Facebook, Instagram, etc.)]*	
Permitted Number:	*[insert Dealer phone number used exclusively for elite dealership sales]*	
Specified Personnel:	Executive Officers:	Name:_____ Title:_____ Name:_____ Title:_____ Name:_____ Title:_____
	Owners:	Name:_____ Percentage ownership: _____% Name:_____ _____ Percentage ownership: _____% Name:_____ Percentage ownership: _____%
	Business Manager:	_____
Initial License Fee: :	See Schedule A.	

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Monthly Brand Support Fee (Effective Date Year): $_____ (subject to adjustment during the Term as provided herein) [*insert Monthly Brand Support Fee applicable on Effective Date]*

Key Performance Indicators: Except as Explore may otherwise hereafter agree in writing, Dealer must comply with each of the following key performance indicators ("**KPIs**"):

(a) Annual Sales Targets

During the periods listed below (each, a "**KPI Period**"), Dealer shall (i) complete a minimum of the following number of eligible Purchase Orders (each completed Purchase Order, as used in this Section, being a Purchase Order for a Brand swimming pool and equipment package for which payment has been made in full to Explore or its applicable Affiliate and for which a signed Delivery Note has been returned by Dealer) and (ii) purchase from Explore or its applicable Affiliate (and make payment in full for the same) that number of automatic safety swimming pool covers that represents the percentage listed below of the total number of Purchase Orders either actually completed or required to be completed (whichever is greater) by Dealer during such time period (for example, if Dealer completes 20 Purchase Orders in the given time period and the specified cover percentage is 10%, Dealer shall be required to purchase 2 covers during such time period).

Period	**Completed Purchase Orders (with equipment package)**	**Cover Purchases (percentage of completed Purchase Orders)***
Effective Date Year (Effective Date to December 31)	_____	_____%
Year 1 (First full Calendar Year of Term)	_____	_____%
Year 2 (Second full Calendar Year of Term)	_____	_____%
Year 3 (Third full Calendar Year of Term)	_____	_____%
Year 4 (Fourth full Calendar Year of Term)	_____	_____%
Year 5 (Fifth full Calendar Year of Term)	_____	_____%
Year 6 (Sixth full Calendar Year of Term)	_____	_____%
Year 7 (Seventh full Calendar Year of Term)	_____	_____%
Year 8 (Eighth full Calendar Year of Term)	_____	_____%
Year 9 (Ninth full Calendar Year of Term)	_____	_____%
Year 10 (Tenth full Calendar Year of Term)	_____	_____%
Renewal Term Years	**	**

* Dealer understands and agrees that Dealer may be required to enter into a separate agreement with Explore or its applicable Affiliate in connection with Dealer's purchase of swimming pool covers in the Explore family of brands.

** Completed Purchase Order and Cover Purchases requirements for any Renewal Term shall be negotiated by the Parties but shall in no event be less than the Year 10 requirements in the table above for any Calendar Year during a Renewal Term.

(b) Complaints

Explore or its Affiliates shall not receive complaints from five percent (5%) or more of Dealer's Customers during any KPI Period that Explore determines involved unacceptable building work or an unacceptable

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length of build time.

(c) Advertising

Dealer is required to submit a marketing plan (the "**Marketing Plan**") to Explore for approval each KPI Period, and must comply with such approved Marketing Plan, in accordance with the provisions of Section 4.12. During the following periods, Dealer shall spend the amount specified as an advertising KPI on marketing and advertising the Products:

Period	Advertising KPI
Effective Date Year (Effective Date to December 31)	$_____
Year 1 (First full Calendar Year of Term)	$_____
Years 2 through 10 (Second through tenth full Calendar Years of Initial Term)	Prior full Calendar Year amount plus _____%
Renewal Term Years	As negotiated by the Parties but in no event less than the Year 10 amount for any full Calendar Year during a Renewal Term, with an annual increase of ____%

Definitions

As used in this Agreement, the following terms have the meaning set forth below. Other capitalized terms used in this Agreement and defined at their appearance in this Agreement or in the Standard Terms and Conditions have the meaning set forth in such definitions.

"**Affiliates**" means, with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person. For purposes of this definition, a Person shall be deemed to control another Person if such Person (i) owns or controls more than fifty percent (50%) of the voting equity of the other Person (or other comparable ownership if the Person is not a corporation) or (ii) possesses the power to direct or cause the direction of the management policies of a Person by contract or otherwise.

"**Alternative Distribution Channel**" means sales of Products outside of a business operating under a dealer agreement with Explore or EIUSA (whether within or outside the Protected Territory)**,** including without limitation sales of Products through Contractors and retail sales of Products distributed through sporting goods stores, department stores, national retail chain stores, or other general retail units, or by mail order, on-line computer sales or other computer sales methods, or by specialty or bulk sales.

"**Authorized Location**" means the fixed retail premises, if any, listed above in the "General" section of this Summary and Definitions from which Dealer will operate and any alternate or additional fixed premises approved pursuant to the provisions of Sections 4.1(l) and 4.8.

"**Business**" means the business operations conducted or to be conducted by Dealer pursuant hereto as provided herein.

"**Business Day**" means a day that is not a Saturday, Sunday or public holiday and on which banks are open for general business in New York City.

"**Brand**" means the trademark listed under Brand above in the "General" section of this Summary and Definitions.

"**Brand Site**" means the Brand website, being either leisurepoolsusa.com or avivapools.com, as applicable.

"**Calendar Year**" means each successive 12 month period following the Effective Date Year, commencing on January 1 and ending on the next succeeding December 31.

"**Contractor**" means homebuilders, landscapers, general contractors, property developers and other individuals or business entities engaged in similar trades.

"**Current Price**" means the wholesale price at which Dealer may purchase Products, as determined and updated from time to time by Explore in its sole and absolute discretion and published in the then-current Dealer Price List.

"**Customer**" means a purchaser of the Products from Dealer in accordance with a Customer Contract but does not include sub-distributors, Contractors or National Accounts.

"**Dealer Documentation**" means the following, if and when provided or made available to Dealer by Explore and each as updated from time

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to time by Explore in its sole and absolute discretion:
(a) the dealer manual;
(b) the Dealer Price List;
(c) the Product installation manual;
(d) training requirements;
(e) the engineering plan(s) produced or procured by Explore or its Affiliates in relation to particular Products, as applicable;
(f) guidelines or requirements in relation to use of the Marks, including any policies applicable to advertising, marketing or corporate identification (including websites and email addresses that are related to the Products), catalogues and other advertising or promotional materials; and
(g) any other documentation, directions, instructions, technical pamphlets, policies, price lists, rebate program information, guidelines or requirements in relation to the Products, including without limitation the terms of the Limited Warranty and all materials containing Confidential Information.

"**Dealer Price List**" means the standard dealer Product price list for Brand Products, as it may be updated and modified by Explore from time to time in its sole and absolute discretion and provided or made available to Dealer in writing or in an electronic system designated by Explore.

"**Effective Date Year**" means that period from the Effective Date through December 31 of that same year.

"**Explore IP**" has the meaning assigned to such term in the Standard Terms and Conditions and includes, without limitation, the Marks, Explore Confidential Information, the Permitted Tradename, the Permitted Domain Name, any Explore proprietary information contained on any Dealer websites or social media accounts, the System, the Dealer Documentation, the websites of Explore and its Affiliates (including without limitation the Brand Site), and all other Intellectual Property Rights of Explore, its Affiliates and/or their respective suppliers in or to the foregoing or otherwise now and in the future.

"**Initial License Fee**" means the fee specified on Schedule A.

"**Install Assist Fee**" has the meaning assigned to such term in Section 2.1.

"**Intellectual Property Rights**" has the meaning assigned to such term in the Standard Terms and Conditions.

"**KPIs**" means the key performance indicators set forth in the "General" section of this Summary and Definitions.

"**Liability**" means any liability whether: (a) liquidated or not; (b) arising from or in connection with any obligation (whether as a principal obligation, a surety, or an indemnity); (c) legal or equitable; (d) present, prospective or contingent; or (e) owed, incurred, or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

"**Limited Warranty**" means the standard limited warranty as set forth on the Brand Site to the original retail purchaser of applicable Products, as further described in Section 16.1 herein and in the Standard Terms and Conditions and as updated by Explore and its Affiliates and provided or made available to Dealer from time to time as provided therein. Each reference in this Agreement to the "Limited Warranty" shall mean the then-current version of the same in effect (as provided therein) at the subject time.

"**Loss**" means any loss whether (a) arising from or in connection with any proceeding or claim or not; (b) liquidated or not; (c) present, prospective or contingent; or (d) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others.

"**Mark License**" has the meaning assigned to such term in Section 2.1.

"**Marks**" means the registered trademark listed as the Brand, the registered trademark EXPLORE® and any and all other registered and unregistered trademarks, service marks, designs, commercial symbols, trade dress and other intellectual property that Explore designates.

"**Monthly Brand Support Fee**" means the fee specified as such for the Effective Date Year in the "General" portion of this Summary and Definitions, as such fee may be increased from time to time by Explore as provided in Section 2.1.

"**National Accounts**" means customer relationships and accounts contracted for and established by Explore or its Affiliates on a national or other wide-scale geographic basis extending across multiple licensed or company-owned dealerships to supply requirements of such customers for swimming pools or other Products, and may include customers such as hotel or motel chains or other similar hospitality industry businesses, health and fitness chains or multi-unit non-profit fitness associations, multi-unit swimming centers or swimming schools, or any similar multi-location entities having any regular need for swimming pools or other aquatic products.

"**Non-Traditional Venue**" means venues providing regular or occasional outlets for the sale of Products, including swimming pool shells, other than through a dealership operating under a dealer agreement with Explore or its Affiliates or through other swimming/aquatic specialty retail stores. Such Non-Traditional Venues may include without limitation distribution yards, trade or industry shows or expositions, or outlets operated within another primary business or in conjunction with other businesses or at institutional settings.

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"**Operations Date**" has the meaning assigned to such terms in Section 2.1.

"**Permitted Channel**" means direct sales of Products to Customers in the Protected Territory, but not including sales made to or through Contractors, National Accounts or Alternative Distribution Channels.

"**Permitted Domain Name**" means the domain name specified as such in the "General" portion of this Summary and Definitions, which Dealer shall be permitted to use subject to the terms and conditions of this Agreement but which shall be owned and operated by Explore.

"**Permitted Number**" means the telephone number listed above in the "General" section of this Summary and Definitions and such other telephone number(s) as may be approved in writing by Explore from time to time for use by Dealer hereunder.

"**Permitted Sites**" means Dealer's website(s) and social media account(s) listed above in the "General" section of this Summary and Definitions and any other website(s) or social media account(s) approved in writing by Explore for use by Dealer hereunder.

"**Permitted Tradename**" means the tradename specified as such in the "General" portion of this Summary and Definitions.

"**Person**" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust, unincorporated organization, governmental body or any other entity.

"**Products**" means the Brand fiberglass pools, spas and associated productsoffered by Explore to Dealer that are set forth on the Dealer Price List and any other products agreed in writing between the Parties to be one of the Products for purposes of this Agreement. Products may be limited or changed over time by Explore and may consist of Products sold under different Marks or by a different Explore sales entity if so designated by Explore.

"**Protected Territory**" means the specific geographical locations listed above in the "General" section of this Summary and Definitions. Dealer's rights with respect to the Protected Territory are set forth in Section 2 (Appointment) and are subject to the limitations set forth therein and the other limitations set forth in this Agreement.

"**Representatives**" means a Person's directors, officers, managers, employees, agents, contractors (including without limitation for Dealer, any third-party carrier contracted by Dealer to transport Products), consultants, advisers and subcontractors.

"**Standard Terms and Conditions**" means the standard terms and conditions of sale, as further described in Section 4.2, adopted by our affiliate, Explore Industries USA, Inc., from time to time for the sale of its products and services associated with the brands listed therein with respect to orders, pricing, payment terms, default, fabrication periods, shipping, limited warranties and exclusions, limitations of liability, remedies and other terms and conditions of sale, all as updated and provided or made available to Dealer from time to time as provided therein. Each reference in this Agreement to the "Standard Terms and Conditions" shall mean the version of the same in effect (as provided therein) at the subject time.

"**System**" means, collectively, Explore's valuable know-how, information, trade secrets, methods, Dealer Documentation, standards, designs, usage of the Marks, copyrightable works, products and service sources and specifications, proprietary software, confidential electronic and other communications, methods of Internet usage, marketing programs and research and development connected with the operation and promotion of the business operations conducted or to be conducted by Dealer pursuant hereto, as modified by Explore at any time. All such modifications and improvements become Explore's property.

"**Transfer Fee**" means the amount equal to fifty percent (50%) of the Initial License Fee being charged to new dealers at the time of transfer.

1. Term

1.1 Term. The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and continue in effect for a period consisting of the Effective Date Year plus ten (10) Calendar Years thereafter, unless earlier terminated in accordance with the terms of this Agreement. The Initial Term shall be renewed automatically for an additional period of ten (10) years (the "**Renewal Term**"), unless either Party provides the other Party with written notice of nonrenewal at least ninety (90) days prior to the expiration of the Initial Term or any subsequent Renewal Term, as applicable, or unless earlier terminated in accordance with the terms of this Agreement. "**Term**" shall mean the Initial Term and the Renewal Term, if any.

1.2 Renewal Documents. Prior to the date on which written notice of nonrenewal must be given, Explore may, at its option, require Dealer to sign either of the following in connection with any Renewal Term: (a) an amendment of this Agreement; or (b) Explore's then-current form of dealer agreement, either of which, except to the extent prohibited by applicable state law that cannot be waived by contract, may be subject to different terms, including without limitation a modification of the Protected Territory (which may include a reduction in size of the Protected Territory based on Dealer's performance and updated KPIs). Dealer understands and acknowledges that if the Parties are unable to agree on the terms of any such document, Explore may give notice of nonrenewal as provided in Section 1.1.

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2. Appointment and License; Fees and Operations

2.1 License and Fees. Subject to all terms and conditions of this Agreement, Explore grants to Dealer, and Dealer accepts, the limited, revocable, non-exclusive right and license to market, promote, sell and install the Products in the Protected Territory within the Permitted Channel during the Term as provided herein. Such license shall include the right to use the Brand mark in Dealer's Permitted Tradename and to use the Permitted Domain Name, each as listed in the "General" portion of the Summary and Definitions section, during the Term as authorized herein (collectively, the "**Mark License**"), subject to the following and other applicable provisions in this Agreement:

(a) Dealer shall begin making Products available for sale to Customers hereunder (such date being the "**Operations Date**") within sixty (60) days from the Effective Date and provide Explore with written notice of the same on the then-current form Explore designates within ten (10) days from the Operations Date. Dealer acknowledges and agrees that Explore shall have the right to immediately terminate this Agreement on written notice to Dealer if either of the foregoing is not accomplished by Dealer.

(b) In exchange for Dealer's right to use the Permitted Tradename and Permitted Domain Name, Dealer shall pay Explore the non-refundable Initial License Fee as provided in Schedule A hereto on the Effective Date.

(c) In exchange for the ongoing support that Explore provides Dealer under this Agreement, Dealer shall pay Explore the non-refundable Monthly Brand Support Fee each month by the last calendar day of such month beginning after the Operations Date. Explore may increase the Monthly Brand Support Fee once each Calendar Year; provided that such increase will not exceed the Consumer Price Index plus ten percent (10%).

(d) If Explore determines in its sole discretion that assistance is needed for Dealer's first Product installation, Dealer must pay Explore a one-time fee of Five Thousand Dollars ($5,000) or more (the "**Install Assist Fee**") for such assistance.

2.2 Limited Territorial Rights. During the Term, Explore will not, subject to the provisions of this Section 2.2, itself establish or permit any Affiliate, dealer or licensee to establish a physical retail distribution center or store in the Protected Territory or appoint another dealer to market, distribute or sell Products in the Protected Territory. Explore, however, reserves unto itself and its Affiliates all other rights that are not specifically granted to Dealer herein. Dealer specifically acknowledges and agrees that Explore or its applicable Affiliate sells multiple brands of pools and other products that may be similar to or the same as the Products hereunder (but sold under a different Explore brand), that these may compete against Dealer both within and outside the Protected Territory, and that Explore and its Affiliates may, without compensation to Dealer, directly or indirectly through the appointment of third parties, do any of the following:

(a) establish distribution centers, stores or dealerships, whether as licensed or franchised dealerships or businesses owned by Explore or its Affiliates, for Explore brands other than the Brand at any locations Explore deems appropriate within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

(b) establish distribution centers, stores or dealerships, whether as licensed or franchised dealerships or businesses owned by Explore or its Affiliates, for Brand products at any locations Explore deems appropriate outside the Protected Territory;

(c) distribute, sell and/or permit the sale of any items offered by Explore or its Affiliates that do not constitute Products hereunder to any customers in any manner within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

(d) distribute and permit the sale of Brand Products and any other items offered by Explore or its Affiliates, whether under the Marks or not, at Non-Traditional Venues, to National Accounts and/or through Alternative Distribution Channels, all whether within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

(e) establish businesses that are franchised, licensed or owned by Explore or its Affiliates at any locations it deems appropriate to distribute products or services that are similar to the Products but under trade names, trademarks, service marks, or commercial symbols other than the Brand Mark within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any (in particular, should Explore acquire another manufacturer or supplier of swimming pools, spas or related products or services or on the other hand be acquired by another manufacturer of swimming pools, spas or related products or services, in neither case will the sale of such swimming pools, spas or related products or services under other trade names,

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trademarks, service marks, or commercial symbols, including pursuant to dealerships which may then exist or may be granted thereafter within the Protected Territory be deemed to violate Dealer's rights hereunder);

(f) advertise and promote the Marks and Products and any other items offered by Explore or its Affiliates through any means, including without limitation the Internet, within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

(g) sell Products and any other items offered by Explore or its Affiliates directly to or through Contractors within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

(h) sell any and all products offered by Explore or its Affiliates that are not pools or in-ground spas (including by way of example and without limitation, chemicals, equipment, patio furniture and above-ground spas), and market and provide pool maintenance services, directly to homeowners and others, whether under the Marks or not, whether within or outside the Protected Territory and regardless of proximity to the Authorized Location, if any;

(i) purchase or be purchased by, or merge or combine with, competing businesses wherever located; and

(j) offer Brand dealerships outside the Protected Territory, and/or other Explore product dealerships or franchises within or outside the Protected Territory and regardless of proximity to the Authorized Location, in the future on terms Explore deems appropriate, including terms that differ from this Agreement.

2.3 Relationship of Parties; Independent Business Operations. The relationship between the Parties during the Term is that of independent contractor. Nothing in this Agreement shall constitute or be construed to be or create a partnership, agency, joint venture, or similar relationship between the Parties or between Dealer and any Explore Affiliate. No Party is a legal representative or agent of the other Party for any purpose and neither Party has any right or authority to assume or create, in writing or otherwise, any obligation of any kind expressed or implied in the name of or on behalf of the other Party. Neither Explore nor any of its Affiliates shall have any responsibility or liability whatsoever in connection with the management or operation of Dealer's or its Affiliates' business(es) or their respective employees, contractors or agents. Dealer will have full charge of, and responsibility for and in connection with, such management and operation. Explore reserves no supervision or control over Dealer's or its Affiliates' facilities, employees or methods of doing business and will in no event be responsible for the acts or omissions of Dealer or Dealer's Affiliates or Representatives. Dealer shall have full and exclusive responsibility and liability for any and all wages, insurance, compensation, contributions and taxes for workers of Dealer and its Affiliates, including without limitation unemployment insurance, workers compensation insurance, social security, annuities and retirement benefits, and any similar taxes, insurance or benefits.

3. Obligations of Explore

Subject to the terms and conditions of this Agreement, Explore or its designee will:

(a) designate Dealer's Protected Territory as defined and provided in the Summary and Definitions;

(b) provide Dealer with access to the Dealer Documentation, which may include, without limitation, publishing the same on the Brand Site or any other Explore website designates. The Dealer Documentation will contain mandatory and suggested specifications, standards and operating procedures that Explore has developed and information relating to Dealer's other obligations. Explore has the right to add to and otherwise modify the Dealer Documentation from time to time, which additions or modifications may include, without limitation, the details of any new or revised specifications, installation guidelines, training requirements, standards or recommended operating procedures, and changes in Products, services, pricing, freight, business image or the operation of Brand dealerships. Dealer acknowledges and agrees that the range and price of Products may be changed over time by Explore in its sole and absolute discretion and may consist of Products sold under different Marks or by a different Explore sales entity as designated by Explore, and that such changes shall not be considered alterations of Dealer's fundamental status or rights under this Agreement. Dealer agrees to accept and comply with any such changes at its own cost. Dealer acknowledges and agrees that the Dealer Documentation is only provided on loan and shall at all times remain the sole and exclusive property of Explore;

(c) permit Dealer to purchase the Products at wholesale for the Current Price from time to time on a non-exclusive basis from Explore's affiliate, Explore Industries USA, Inc. ("**EIUSA**"), subject to the provisions of this Agreement and the Standard Terms and Conditions;

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(d) permit Dealer to use the Permitted Tradename and Permitted Domain Name, subject to the provisions of this Agreement;

(e) provide technical assistance to Dealer in relation to the Products, including provision of additional engineering documentation at the then-current price therefor; and

(f) provide brand support in the manner as Explore determines, which may include training, brand development meetings, and participation in loyalty programs.

While Explore may choose, in its sole and absolute discretion, to provide leads to Dealer, neither Explore nor any of its Affiliates or Representatives shall have any obligation to generate, provide or forward customer leads to Dealer.

4. Obligations of Dealer; Standard Terms and Conditions of Sale

4.1 General Obligations. In addition to the obligations set forth elsewhere in this Agreement and in the Standard Terms and Conditions, Dealer will:

(a) timely pay all amounts due hereunder, including without limitation the Initial License Fee, the Install Assist Fee and the Monthly Brand Support Fee, each of which fees Dealer acknowledges and agrees is fair and reasonable and forms an integral part of this Agreement, and Dealer's failure to timely pay any of such fees would be a material breach of this Agreement;

(b) exercise the utmost diligence, best efforts and know-how in connection with the Business, including without limitation the securement (if applicable), transport (if applicable), storage, handling, marketing, distribution, sale and installation of the Products, and comply with all present and future standards, specifications, processes, procedures, requirements and instructions issued by Explore or its Affiliates regarding the same, including without limitation the current installation instructions for the Products;

(c) not engage in any conduct that may bring Explore, its Affiliates or their respective Marks or Products into disrepute in any way;

(d) maintain any premises that Dealer operates hereunder, including any residence with a display pool, in a good and clean condition;

(e) not make any representation or give any warranty relating to or in connection with the Products, including without limitation representations regarding the safety or operation of the Products, except as specifically authorized in writing by Explore;

(f) ensure that its Representatives are fully trained in relation to the storage, handling, marketing, distribution, sale and installation of the Products and attend training programs as required by Explore;

(g) obtain and maintain all licenses, registrations, and permits required to be obtained by Dealer to carry out its obligations and exercise its rights hereunder;

(h) comply, and ensure that its Representatives comply, with the Dealer Documentation, the Standard Terms and Conditions, all applicable laws, regulations, industry codes and safety standards, and the requirements of any applicable regulatory or governmental authority relevant to Products or the conduct of Dealer's Business;

(i) comply with any policies and instructions of Explore in connection with National Accounts;

(j) provide professional and responsive Customer service for installation issues and coordinate and cooperate with Explore in connection with any Customer Product issues;

(k) comply with Explore's requests for information and cooperation;

(l) be responsible for all installation issues;

(m) obtain Explore's prior written approval if Dealer (i) desires to close the Authorized Location, (ii) desires to relocate the Authorized Location and/or (iii) initially operates from home and subsequently desires to operate from a fixed retail premises, with any new fixed retail premises under subsections (ii) or (iii) approved by Explore to be considered an Authorized Location hereunder; and

(n) in connection with any Products picked up and/or transported by Dealer or any Dealer Affiliate or Representative: (i) obtain and maintain all licenses, registrations and permits required to be obtained and maintained by Dealer to lawfully transport

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such Products in the United States, including without limitation registration as a Motor Carrier with the Federal Motor Carrier Safety Administration (the "**FMCSA**"); and (ii) comply with all other provisions of this Agreement related thereto, including without limitation the requirements in Section 4.15 (Transport of Products by Dealer), the insurance requirements in Section 7.4 (Insurance), Dealer's representations, warranties and covenants in Section 16.4 (Dealer Warranties) and Dealer's obligations in Section 18.1 (Indemnity by Dealer)

4.2 Standard Terms and Conditions of Sale. A copy of the Standard Terms and Conditions current as of the Effective Date is attached hereto as Exhibit A and Dealer acknowledges and agrees that the same may be updated from time to time by EIUSA as provided therein. The Parties acknowledge and agree that the provisions of the Standard Terms and Conditions shall apply to and govern their rights and obligations in connection with the purchase and sale of Products hereunder, except to the extent expressly provided otherwise herein or to the extent that a provision of this Agreement conflicts or is inconsistent with a provision of the Standard Terms and Conditions, in which case this Agreement shall control. The Standard Terms and Conditions are hereby incorporated herein by reference and made a part hereof for all purposes, with the terms "Order" and "Buyer" or "Reseller" in the Standard Terms and Conditions applying to Purchase Order and Dealer, respectively, herein. Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Standard Terms and Conditions.

4.3 Anti-Corruption. It is the Parties' intent that no payments or transfers of value shall be made in connection with this Agreement or Dealer's use or disposition of the Products that have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any other benefit. As a reseller of Products, Dealer acknowledges that Dealer is an intermediary and, as such, Dealer agrees to: (a) comply with and be bound by the provisions of Exhibit B (Intermediary Anti-Corruption Compliance Agreement) and the Certificate of Compliance attached thereto, (the "**Anti-Corruption Agreement**"), including without limitation the representations, warranties, covenants and agreements of Dealer contained therein and the termination and indemnification provisions thereof; and (b) execute and deliver to Explore the Certificate of Compliance as provided therein.

4.4 Minimum Performance Requirements; No Required Inventory. Dealer must use its best efforts to market and promote the offered Products and services so as to meet or exceed the KPIs established in the Summary and Definitions and further discussed in Section 9. The Parties acknowledge and agree that such KPIs (a) are fair and reasonable and (b) form an integral part of this Agreement and any breach of such requirements would be a material breach. Dealer acknowledges that Explore relied upon the inclusion of the KPIs in consideration of entering into this Agreement. All purchases of Products by Dealer for resale to Customers shall be at Dealer's option and discretion. Dealer must also comply with all present and future standards, specifications, processes, procedures, requirements and instructions issued by Explore and its Affiliates regarding the operation of the Business hereunder.

4.5 Exclusivity to Explore; Approved Products and Suppliers. Dealer shall not market, sell or install anything other than the offered Products or other products or services expressly authorized in writing by Explore, and Dealer shall purchase the equipment package for any pool, spa, tanning ledge or water feature, and the automatic safety cover for any pool, solely from Explore or its applicable Affiliate and not from any other source, except to the extent that such equipment or cover is, or such other products or services not expressly authorized by Explore are, (a) not carried by Explore or its Affiliates and (b) required by applicable law or necessary to ensure consumer safety and Dealer obtains Explore's prior written approval to source the same from a third party. Except to the extent provided in the preceding sentence, Dealer acknowledges and agrees that Explore or its applicable Affiliate is the primary supplier of all products, equipment and materials used in operation of the Business and Dealer must source all products, equipment and materials, including without limitation automatic safety pool covers, from Explore or its applicable Affiliate. Explore will give Dealer access to lists, if any, of additional approved suppliers, products and equipment that Dealer, and any contractor or service provider engaged by Dealer, must use in the operation of the Business and in the design, construction and installation of the Products. Explore may amend the approved suppliers, products and equipment from time to time, as Explore deems necessary or desirable. Dealer acknowledges and agrees that Explore or its applicable Affiliate may receive and retain any credits, rebates or incentives offered by sellers of products, equipment, materials or other items that Dealer purchases from Explore or its applicable Affiliate. Dealer may petition Explore for approval of materials, equipment, supplies and suppliers that are not on Explore's approved lists. Dealer must, however, obtain Explore's prior written approval before purchasing or using any such alternative materials, equipment, supplies or supplier except to the extent otherwise provided above.

4.6 Non-competition. Unless otherwise agreed in writing by Explore, the following restrictions shall apply:

(a) Unless otherwise specified, the term "Dealer" as used in this Section includes, collectively and individually, Dealer's Specified Personnel listed in the Summary and Definitions Section. To give effect to this Section, Dealer will obtain from Dealer's Specified Personnel a signed non-compete agreement in the form provided by Explore that contains the non-compete

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provisions of this Section.

(b) Dealer covenants that during the Term of this Agreement and for a period of twelve (12) months thereafter, Dealer will not, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, be employed by, consult with or have any interest in (excepting a smaller than two percent (2%) ownership interest in any publicly traded company) any business or undertaking that sells, manufactures, distributes, markets, supplies or purchases products that are similar to, substitutable for, or are otherwise competitive with the Products, anywhere in North America, other than as authorized by this Agreement or any other agreement between Explore or its Affiliates and Dealer.

Dealer acknowledges that the prohibitions and restrictions in this Section 4.6 are reasonable under the circumstances and necessary to protect the goodwill of Explore and the Brand. The Parties agree that each of the foregoing covenants will be construed as independent of any other covenant or provision of this Agreement. Notwithstanding the foregoing, the provisions of this Section 4.6 shall not apply to any business concern that Explore has specifically authorized in advance, and in writing, and any such business concern(s) shall be listed on Schedule B attached hereto.

4.7 Notification to Explore. Dealer will promptly advise Explore if Dealer is approached by a third party in connection with: (a) the purchase, manufacture, distribution, marketing, supply, or sale of products which are similar to, substitutable for, or otherwise competitive with, the Products or (b) a proposal to directly or indirectly own, operate, or be involved in or employed by any business that is similar to or competitive with the business of Explore or EIUSA in offering or selling swimming pools or swimming pool accessories as a principal portion of its business. Dealer will provide Explore with copies of any documentation that the third party may provide to Dealer. Dealer will not enter into any confidentiality agreements with such third parties that would limit Dealer's ability to provide information concerning such proposal to Explore.

4.8 Authorized Location. Dealer is not required to maintain a dedicated physical space for the Business and it is anticipated that the Business will be operated from Dealer's residence unless otherwise specified herein. Dealer must conduct business hereunder only from Dealer's residence or the Authorized Location. If Dealer desires to lease office or storage space to establish as its Authorized Location, Dealer is responsible for finding and selecting the premises of the Authorized Location, which must comply with Explore's then-current specifications, if any. Any premises from which the Business operates, including any residence, must be maintained in good and clean condition and be located within the Protected Territory. Dealer may relocate the Business premises within the Protected Territory only with Explore's prior written consent, which will not be unreasonably withheld, provided that the substitute space meets Explore's then-current standards. Dealer will be responsible for the cost of any necessary construction and leasehold improvements to the premises.

4.9 Vehicles and Equipment. Dealer shall, at Dealer's expense, repair and keep in good working order at all times all vehicles and equipment required for the Business. Dealer shall replace equipment and vehicles as they become worn-out or in disrepair.

4.10 Personnel. Dealer must employ only adequately trained and competent personnel to provide quality service in accordance with Explore's criteria. Dealer must devote full time and attention to the Business to perform the operational, administrative, marketing, accounting and other aspects of the Business. Dealer must ensure and verify that none of its owners or Customer-facing employees have any criminal history, including without limitation by conducting criminal background checks to the extent permitted by applicable law. Dealer acknowledges and agrees that Explore has entered into this Agreement in reliance on Dealer's qualifications and verifications.

4.11 Product Distribution. Dealer will distribute the offered Products only within the Protected Territory (unless written consent is given by Explore in advance) and the Permitted Channel. Dealer will not advertise, market or solicit orders for Products outside the Protected Territory, except that Dealer may engage in advertising that is directed primarily within the Protected Territory but incidentally reaches outside the Protected Territory. Dealer agrees to refer any requests for the Products from outside the Protected Territory to Explore, and such referrals shall be in accordance with the procedures, if any, established in the Dealer Documentation. Additionally, Dealer will not open branches or locations for the sale of the Products outside the Protected Territory or distribution centers for Products at alternative or additional fixed retail premises locations other than the Authorized Location, if any, within the Protected Territory, except with Explore's prior written consent, not to be unreasonably withheld. Dealer shall not grant or attempt to grant rights to others to sell or distribute the Products.

4.12 Advertising.

(a) Dealer will: (i) vigorously and effectively promote the sale of, and maximize market penetration for, the Products in the Protected Territory, including without limitation by generating its own customer leads and not relying on Explore or its

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Affiliates for lead generation; (ii) actively and effectively advertise the Products, promote Product sales, and complement advertising and merchandising programs undertaken by Explore (if any), in accordance with the terms of this Agreement and the Dealer Documentation; (iii) maintain, promote, and advance the excellent reputation of the Products, Marks, Explore and its Affiliates; (iv) advertise, trade, market and promote the Products using only the Marks and the Permitted Sites; (v) not advertise in a manner prejudicial to the reputation or image of Explore, its Affiliates, the Marks or Products; (vi) participate, when and to the extent required by Explore, in advertising, marketing and promotional campaigns of Explore, provided that Dealer may be required to conduct independent local advertising within Dealer's Protected Territory from the Effective Date and throughout the Term of this Agreement; (vii) comply with all requirements of Explore as provided to Dealer from time to time, including without limitation ensuring that all advertising, marketing and promotional material complies with the Dealer Documentation; (viii) obtain the prior written consent of Explore to any proposed advertising or promotion of the Products or any act that in any way involves the Marks of Explore or any of its Affiliates, including trademarks licensed to Explore or any of its Affiliates, that do not clearly fall within the Dealer Documentation requirements; (ix) immediately withdraw any advertising or cease any method of sales at the reasonable request of Explore; and (x) meet the Advertising KPI as set out in the Summary and Definitions Section.

(b) In connection with the Marketing Plan, the following shall apply: (i) on or before the beginning of each KPI Period, Dealer will provide Explore with a proposed Marketing Plan for such KPI Period setting out measurable goals and objectives to effectively market and promote the Products within the Protected Territory; (ii) Dealer will make such amendments to the Marketing Plan as Explore reasonably requests; (iii) upon acceptance of the Marketing Plan by Explore, Dealer will carry out the marketing and promotional activities specified in the Marketing Plan and use its best efforts to achieve the objectives and goals set out in the Marketing Plan for each KPI Period; and (iv) Dealer and Explore agree that Dealer is not required to purchase any minimum inventory.

(c) Advertising and marketing materials or activities utilized by Dealer in connection with the Products must be pre-approved in writing by Explore and Dealer must conduct any Internet marketing of the Products exclusively through the Permitted Sites. Explore may give Dealer written notice at any time that Explore requires amendments to, or removal of, any Explore or Brand content (including without limitation any content regarding the Products) in or on any Dealer materials (whether in hard copy or electronic form) and/or the Permitted Sites and Dealer shall promptly and fully comply with such requests at Dealer's expense.

4.13 Subcontractors. Dealer may appoint subcontractors to provide Product installation services under this Agreement provided that the terms of any installation subcontract are consistent with the terms of this Agreement and contain written confidentiality and intellectual property provisions in favor of Explore and its Affiliates no less in scope and substance than the provisions in this Agreement and that require the subcontractor to itself comply with such provisions. Any such installation subcontractors will operate as independent businesses and are not authorized to use the Marks licensed hereunder or to hold themselves out as agents of Explore or any of its Affiliates. Dealer shall ensure that each of its subcontractors has all required licenses, registrations and permits and complies with the then-current installation instructions of Explore or its applicable Affiliate for the Products and all applicable laws in performing any services. Dealer will be liable to Explore for the performance by such installation subcontractors of Dealer's obligations under this Agreement and for any breach of the confidentiality and intellectual property provisions by such subcontractor and Dealer hereby agrees that Dealer's obligations in Section 18.1 (Indemnity by Dealer) shall apply in connection therewith.

4.14 Operating Procedures. Dealer must comply with the required procedures and quality control standards described in this Agreement, the Dealer Documentation and any other written materials provided by Explore. Explore may revise the Dealer Documentation and these procedures and standards at any time to meet changing market conditions and industry standards. Dealer shall promptly adhere to any such changes specified in writing by Explore.

4.15 Transport of Products by Dealer. If Dealer or any Dealer Affiliate or Representative transports any Products, the following shall apply in addition to other relevant provisions in this Agreement and the Standard Terms and Conditions:

(a) Dealer represents that Dealer and/or any Dealer Affiliate or Representative utilized for Product transport, as applicable, will have all licenses, registrations and permits required to lawfully transport such Products in the United States. If Dealer uses an Affiliate or Representative to transport Products, Dealer shall ensure such contractor has all licenses, registrations and permits required to lawfully transport such Products in the United States.

(b) Each Product transported by Dealer or any Dealer Affiliate or Representative shall be transported at Dealer's sole cost and expense and shall be evidenced by a receipt or other freight documentation in such form as specified by Explore (herein,

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the "**Delivery Note**") showing (i) the kind and quantity of Product received at origin, (ii) the destination and (iii) such other information as Explore may determine in its sole discretion; provided, however, that the absence or loss of such Delivery Note shall not relieve Dealer of any of its obligations, or in any way affect Explore or its Affiliates' rights or protections, in connection with any such transport of Products by Dealer or any Dealer Affiliate or Representative.

(c) Loading will be by Explore or an Affiliate or third party designated by Explore, but Dealer shall have the ultimate responsibility for ensuring that each load transported by Dealer or any Dealer Affiliate or Representative is properly protected and secured for transport. Dealer or Dealer's Affiliate or Representative handling transport on behalf of Dealer shall inspect each load prior to transport and take any precautions necessary to ensure safe, damage-free transportation. The Delivery Note described above shall be evidence of Dealer's receipt of the shipment in good order and condition unless otherwise noted in writing on the face of such document, provided that the absence or loss of such Delivery Note shall not relieve Dealer of any of Dealer's obligations or in any way affect Explore's rights or protections hereunder.

(d) Dealer, itself or through its applicable Affiliate or Representative, shall be responsible for securing any necessary permits, including without limitation permits for over-dimensional or overweight loads, at Dealer's sole cost and expense. Dealer shall comply, or ensure that Dealer's applicable Affiliate or Representative complies, in all respects with the terms and conditions set out in any such permits obtained, including without limitation any escort vehicle requirements. Dealer shall be responsible for providing any required escort vehicles at Dealer's sole cost and expense. Notwithstanding the foregoing, if for any reason Explore arranges and supplies the necessary permit(s) and/or arranges for the escort vehicles, Dealer acknowledges, agrees and warrants that Dealer is nevertheless responsible and liable for the transit of the Products at issue and the costs associated with the same.

(e) Dealer shall utilize only competent, able and insurable personnel to transport any Products hereunder and shall ensure that all drivers utilized by Dealer or Dealer's Affiliates or Representatives handling Product transport (i) have all required licenses and such licenses are current and valid; (ii) are adequately instructed and trained on how to safely perform their duties; (iii) do not transport any Products while intoxicated or under the influence of alcohol or controlled substances; and (iv) are not required to work excessive hours or hours in excess of legal limits.

(f) Explore and its Affiliates shall have no responsibility or liability in connection with the transporting of any Products by Dealer or Dealer's Affiliates or Representatives. Dealer is wholly and solely responsible for ensuring safe, damage-free transport by qualified, insurable personnel with appropriate licenses, and for complying with all applicable laws and regulations in connection with such transports, including without limitation ensuring that all required permits and registrations are obtained and maintained. Dealer shall have sole and exclusive responsibility for the manner in which Products are transported by Dealer, its Affiliates and/or Representatives, including without limitation the securement devices, equipment, parts and supplies used and any necessary road service and repair. Dealer shall ensure that all vehicles and trailers used in the transport of Products by Dealer or any Dealer Affiliate or Representative are registered and insured in compliance with all applicable laws and regulations and are suitably maintained and in safe working order. Dealer shall be liable for any loss, damage, injury or delay to Products transported by Dealer or any Dealer Affiliate or Representative. Dealer shall be wholly and solely liable for any and all accidents that occur during transport of any Products by Dealer or any Dealer Affiliate or Representative.

(g) If Products that have not yet been paid for in full by Dealer are transported by Dealer, its Affiliates or Representatives, Dealer shall be liable to Explore for any loss, damage or injury to such Products in transit. The measure of loss or damage shall be Explore's or its applicable Affiliate's then-current retail price, plus all other direct and/or indirect losses to Explore and its Affiliates in connection therewith. Claims may be submitted by Explore to Dealer in written or electronic form and shall be promptly paid by Dealer.

5. Orders, Pricing and Payment

5.1 Purchase Orders. Dealer may purchase the Products in accordance with the following process:

(a) Dealer shall submit orders for specified types and quantities of Products to EIUSA in accordance with the Standard Terms and Conditions and on the form(s), or in any electronic system or application, designated by EIUSA (each, a "**Purchase Order**").

(b) EIUSA will review each Purchase Order for accuracy and completeness and, where necessary, contact Dealer to provide corrections and/or missing information and/or to discuss any additional conditions that will be applicable to such Purchase Order, including estimated manufacturing and fabrication periods for Products.

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(c) EIUSA may accept or reject any Purchase Order in its sole and absolute discretion.

(d) If a Purchase Order from Dealer is accepted by EIUSA, EIUSA or its designee will deliver the Products in accordance with the Standard Terms and Conditions; provided, however, that neither Explore, EIUSA nor any of their Affiliates shall be bound by any estimated manufacturing or fabrication date or liable for any Losses or damages of Dealer or its Customer as a result of the same.

(e) Cancellation of Purchase Orders will be handled as provided in the Standard Terms and Conditions for cancellation of Orders.

5.2 Price; Taxes; Payment. Dealer may purchase the Products for the Current Price, subject to the adjustments, exclusions, pricing and other terms set forth herein and in the Standard Terms and Conditions. Dealer shall be responsible for all taxes as provided in the Standard Terms and Conditions, as well as for all income taxes accruing to Dealer on any revenue from its sale of the Products and for personal property taxes and other charges or levies imposed on the Products while in Dealer's possession. EIUSA will invoice Dealer, and Dealer will pay for Products, in accordance with the Standard Terms and Conditions and payment terms indicated on the invoice.

6. Delivery of Products; Inspection and Acceptance

6.1 Delivery; Inspection and Acceptance. Delivery of Products to Dealer and Dealer's inspection and acceptance of Products shall be as provided in the Standard Terms and Conditions.

6.2 Non-Conforming Product Remedies. Dealer's remedies and the obligations and Liability of Explore and its Affiliates in connection with non-conforming Products shall be as provided in the Standard Terms and Conditions.

6.3 Transport of Products by Dealer. When Dealer or a Dealer Affiliate or Representative picks up Products, delivery occurs at the time the Products are loaded.

7. Title and Financing Statements; Risk and Insurance

7.1 Title; Financing Statements. Title in the Products supplied to Dealer will not pass from EIUSA to Dealer until those Products have been paid for in full; nevertheless, subject to any inspection and acceptance rights under Section 6, upon acceptance by EIUSA of any Dealer Purchase Order under Section 5, Dealer shall become firmly obligated to make payment of the purchase price therefor in accordance with the Standard Terms and Conditions. Dealer may sell the Products to Customers as provided herein but will promptly remit to EIUSA any unpaid balance of the purchase price for any particular Product sold by Dealer. Dealer grants EIUSA a security interest in any Products not yet paid for in full by Dealer and shall do everything necessary to assist EIUSA in registering its interest in and title to such Products as provided in the Standard Terms and Conditions with respect to Buyers.

7.2 Lessor Acknowledgement. If Dealer has or will have Products that have not been paid for in full on any Dealer premises, including without limitation the Authorized Location premises, that are leased by Dealer from a third party lessor, Dealer shall ensure that such lessor executes an acknowledgement in a form satisfactory to EIUSA in its sole discretion acknowledging that EIUSA owns and has title to any such Products and that Lessor does not, and will not, claim any interest therein.

7.3 Risk of Loss. Products supplied to Dealer shall be at Dealer's risk and the risk of loss with respect to such Products shall transfer to Dealer and be handled as provided in the Standard Terms and Conditions.

7.4 Insurance.

(a) In addition to any insurance required to be obtained by a Buyer in the Standard Terms and Conditions, Dealer will, at its cost, obtain and maintain in full force and effect with an insurance company acceptable to Explore:

(i) commercial general liability insurance with bodily injury/property damage liability limits of not less than One Million Dollars ($1,000,000) per person, One Million Dollars ($1,000,000) per occurrence for bodily injury, One Million Dollars ($1,000,000) per occurrence for property damage and Two Million Dollars ($2,000,000) aggregate (including products and completed operations aggregate), which general liability policy shall not contain any exclusions for liability assumed by contract and shall: (x) be occurrence based; (y) name Explore Industries Elite USA, Inc., Explore Industries USA, Inc. and any additional Affiliate required by Explore (collectively, the "**Additional Insureds**") as an additional insured (on forms CG 20 37 10

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01 and CG 20 10 10 01 or equivalent), with waiver of subrogation (on form CG 24 04 05 09 or equivalent) in favor of the Additional Insureds; (z) include a statement that such insurance is primary and non-contributory as regards the Additional Insureds; and (xx) provide that the Additional Insureds are entitled to the proceeds of insurance in priority to Dealer with respect to any Product that is the subject of an insurance claim and with respect to any damages or loss for which any Additional Insured is entitled to indemnification from Dealer; and

(ii) workers compensation insurance as required by applicable federal and state laws with (if applicable) employer's liability limits of not less than One Million Dollars ($1,000,000) per accident, One Million Dollars ($1,000,000) per disease, policy limit, and One Million Dollars ($1,000,000) per disease, each employee, which workers compensation policy shall contain a waiver of subrogation in favor of the Additional Insureds (as defined above).

(b) If Dealer transports any Products, Dealer shall, at Dealer's cost, also obtain and maintain the following additional coverage with an insurance company acceptable to Explore:

(i) automobile and property damage liability insurance with limits of liability not less than One Million Dollars ($1,000,000) per occurrence for bodily injury (including death) and One Million Dollars ($1,000,000) per occurrence for property damage, which shall include coverage for all vehicles, trailers, equipment and other property involved in Dealer's transportation of Products;

(ii) for any Products not yet paid for in full by Dealer, all-risk cargo insurance to cover any loss or damage to such Products in an amount of not less than One Hundred Thousand Dollars ($100,000) per occurrence, which cargo insurance policy shall (x) not exclude coverage for fraud, dishonesty or criminal acts of Dealer's employees, agents, officers or directors or, in the event such policy contains such an exclusion, Dealer shall obtain and furnish a surety bond providing such coverage to the satisfaction of Explore; and (y) cover the entire geographic scope in which Dealer may transport Products and, as applicable, be "Broad Form";

(iii) umbrella/excess liability coverage with liability limits of not less than Five Million Dollars ($5,000,000), with terms and conditions at least as broad as the underlying liability coverage; and

(iv) any additional insurance required for motor carriers under applicable laws and regulations, including without limitation the FMCSA.

If any of the foregoing coverage required in this subsection (b) is purchased on a "claims-made" basis, such coverage shall provide that Dealer may purchase tail coverage for a two-year period and Dealer shall, if a claims-made policy in effect during the Term is cancelled, purchase such two-year tail coverage. If Dealer fails to purchase such extension of coverage, Explore shall have the right to do so and to bill Dealer for the same or offset accordingly. Additionally, if Dealer is self-insured, Dealer shall provide Explore evidence of such self-insurance, including proof of acceptance of self-insurance status by the USDOT or other applicable governing agency. To the extent Dealer uses a third party to transport Products, Dealer shall ensure that such third party has the coverages outlined above.

(c) All policies of insurance in this Section 7.4 shall: (i) be underwritten by companies having an A.M. Best rating of A- or higher, in good standing in the state where Dealer's Business and Authorized Location, if any, is located; (ii) be in a form reasonably satisfactory to Explore; and (iii) require at least thirty (30) days written notice to Explore prior to any cancellation or material modification. Dealer shall provide to Explore, prior to the Effective Date and thereafter within five (5) Business Days after receipt of a written request from Explore, copies of each policy and a certificate of insurance evidencing the required insurance coverage. The Additional Insureds shall be entitled to the proceeds of insurance in priority to Dealer with respect to any damages or loss for which Explore or any Explore Affiliate is entitled to payment or indemnification from Dealer hereunder.

8. Quality and Regulatory Matters

8.1 Inspections by Governmental Authority. Dealer will promptly advise Explore of any inspections or written or oral inquiries by any federal, state, municipal, county or other local regulatory or governmental authority having jurisdiction, in whole or in part, over the conduct of Dealer's Business and/or regulating the use, manufacture, marketing, sale, installation or servicing of the Products ("**Governmental Authority**") with respect to the Products (whether in connection with the storage, handling, sale, distribution or installation of the Products) and in any event no later than two (2) Business Days after Dealer receives notice of

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such inspection or inquiry. Dealer will provide Explore with any report or correspondence issued by or provided to a Governmental Authority in connection with any inspection or inquiry referred to in this Section within two (2) Business Days of Dealer's receipt or submission.

8.2 Complaints. Dealer will report all Customer complaints relating to the quality or installation of Products to Explore in writing within one (1) Business Day of Dealer's receipt of the complaint. If a written complaint is received by Dealer, Dealer shall provide a copy of such written complaint to Explore.

Explore may revise the reporting process provided in this Section from time to time and will notify Dealer of any such changes. All service and installation complaints arising from Dealer's supply and/or installation of the Products to its Customers shall be the sole responsibility of Dealer to correct at Dealer's sole cost and expense, provided that if Explore becomes aware of any Customer complaint that has not been satisfactorily resolved within thirty (30) days, Explore reserves the right, in its sole discretion after conferring with Dealer thereon but at the expense of Dealer, to directly or indirectly through an Affiliate, resolve any such dispute involving amounts in controversy not exceeding Five Thousand Dollars ($5,000) upon such terms as it believes are most conducive to the goodwill and reputation of Explore, its Affiliates, the Marks and the Products. Within thirty (30) days of written demand therefor, Dealer shall remit to Explore reimbursement for any amount (or for the fair value of goods and services) advanced to resolve such issue.

8.3 Product Recall. Explore may at any time recall a Product either at its own instigation or pursuant to an order of a Governmental Authority. Explore will be responsible for coordinating any recall of a Product and Dealer must provide all reasonable assistance requested in carrying out the recall of the Product. Explore will be responsible for all costs directly attributable to the recall of a Product.

8.4 Product Return. Product returns shall be handled as provided in the Standard Terms and Conditions.

9. Performance

9.1 KPIs. Dealer must ensure that Dealer achieves the KPIs specified in the Summary and Definitions Section for each KPI Period during the Term. If Dealer fails to achieve the established KPIs for any KPI Period, Explore will have the right, subject to applicable law, to immediately reduce the size of Dealer's Protected Territory by no more than seventy-five percent (75%) of its then-current area on written notice to Dealer. This right is in addition and without prejudice to any other remedies Explore may have under this Agreement, at law and/or in equity, including without limitation its termination rights in Section 14 hereof. If Dealer's Protected Territory is reduced, the KPIs will be reduced in proportion to the reduction in the size of the Protected Territory, as reasonably determined by Explore and notified to Dealer in writing.

9.2 Performance Review. Explore may conduct an annual performance review of Dealer's performance under this Agreement. Dealer will cooperate (including assembling such supplemental records as Explore may reasonably request for such purpose) and meet and confer with Explore to discuss the performance review as requested by Explore. As part of a performance review, Explore or its Representative has the right to enter Dealer's Business premises to determine if the provisions of this Agreement are being observed by Dealer and to inspect and evaluate Dealer's inventory, supplies, vehicles and equipment. Dealer acknowledges and agrees that Explore may conduct on-site inspections of Products that have been or are in the process of being installed by Dealer at the premises of Dealer's Customers (upon consent of such Customers). Explore reserves the right to conduct follow-up evaluations if Dealer fails to meet Explore's operational standards or fails to cooperate with Explore's inspections and evaluations. Dealer shall reimburse Explore or its designee for all direct expenses incurred in connection with each re-inspection, including without limitation all travel costs and living expenses for the persons conducting the re-inspection.

9.3 Customer Satisfaction. Explore shall have the right to establish procedures and policies concerning Customer feedback regarding the Business, whether through surveys, emails, telephone calls, comment cards, and other forms of Customer communication and Dealer shall fully participate in and comply with all such customer satisfaction systems sponsored or maintained by Explore ("**Customer Satisfaction Programs**"). Explore reserves the right to modify the terms of or discontinue any Customer Satisfaction Programs at any time for any reason in its sole discretion.

10. Intellectual Property

The Parties agree that the following and the Intellectual Property and Confidential Information provisions of the Standard Terms and Conditions applicable to Explore (as defined therein) shall apply hereunder.

10.1 Marks/Intellectual Property Rights Ownership. The Explore IP is the valuable property of Explore, its Affiliates and/or

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their respective suppliers or successors in interest, who own all right, title and interest in and to the Explore IP and all past, present or future goodwill of the Business that is associated with or attributable to the Explore IP. Dealer's use of the Explore IP shall be only as approved in writing by Explore and all use of Explore IP, including without limitation Dealer's use of the Marks, Permitted Tradename and Permitted Domain Name, shall inure to the benefit of Explore. Dealer may not, during or after the Term, engage in any conduct directly or indirectly that would infringe upon, harm, contest, or conflict with the rights of Explore, its Affiliates or their respective suppliers or successors in interest in any of the Explore IP or the goodwill associated with the Marks, including any use of the Explore IP in a derogatory, negative, or other inappropriate manner in any media.

10.2 Trademark Use. Dealer may not use, or permit the use of, any trademarks, trade names or service marks in connection with the Business except those set forth in the Dealer Documentation or as Explore otherwise directs in writing. Dealer may use the Marks only in connection with such products and services as Explore approves, and only in the form and manner Explore prescribes, in writing, and such products and services must meet Explore's standards or requirements with respect to quality, mode and condition of storage, production, preparation and sale, and portion and packaging. Dealer must comply with all trademark, trade name and service mark notice marking requirements.

10.3 Business Identification. Dealer shall not use the words "Leisure Pools," "Aviva Pools," "Explore" or any of the other Marks as or in Dealer's trade name or assumed name, provided that Dealer may use the Permitted Tradename during the Term as authorized herein so long as such tradename is immediately abandoned and not used by Dealer following the termination or expiration of this Agreement. Dealer may not use any other mark or words other than the Permitted Tradename to identify the Business without Explore's prior written consent. Dealer shall file for a certificate of assumed name in the manner required by applicable state law so as to notify the public that Dealer is operating the Business as an independent business pursuant to this Agreement. Dealer shall not use the words "Leisure Pools," "Aviva Pools," "Explore" or any of the other Marks in or as part of the name of Dealer's corporation, partnership, limited liability company or other similar entity. Dealer shall not attempt to obtain any formal trademark or copyright registration of any of the Marks. Dealer must post a prominent sign or notice in Dealer's Business premises and on all brochures, marketing materials, estimate forms, invoices and other similar materials involving the Products identifying Dealer as a Brand dealer in a format Explore deems reasonably acceptable, which notice shall include a statement that Dealer is an independently owned and operated business selling Brand products under a license from Explore.

10.4 Improvements; Work Made for Hire. Dealer must fully and promptly disclose to Explore all ideas, concepts, methods, techniques, improvements, additions, inventions, designs, works, new trade names, service marks or other commercial symbols or associated logos conceived, developed, created or authored by Dealer, its Affiliates or employees during the Term of this Agreement relating to the Products, the Business or the System (collectively, "**Improvements**"). Dealer understands and agrees that any Improvements by Dealer, its Affiliates or employees either (a) at the instruction or with the cooperation or involvement of Explore or its Affiliates or (b) related solely to the Products or the System or derived in any way from the Explore IP (each, an "**Explore Improvement**") shall be considered a work made for hire and/or owned exclusively by Explore or its applicable Affiliate to the fullest extent permitted by law. Dealer hereby agrees to assign and hereby irrevocably assigns to Explore or its applicable Affiliate, upon creation, all Intellectual Property Rights in and to Explore Improvements and irrevocably waives all other rights (including moral rights) Dealer may have therein. Dealer will promptly sign all documents and do all things reasonably deemed necessary by Explore to register, vest, or transfer any interest or ownership in such Intellectual Property Rights to Explore or its applicable Affiliate. With respect to Improvements by Dealer that are not Explore Improvements and that relate both to the Products, the Business or the System as well as other products or services ("**Other Improvements**"), Dealer agrees that Explore and its Affiliates shall have the perpetual right to use such Other Improvements and to authorize their product dealers and distributors to use the same without any obligation to Dealer for royalties or other fees.

10.5 Litigation. In the event any person or entity improperly uses or infringes the Marks or other Explore IP or challenges Dealer's use, or the ownership or use by Explore or its Affiliates or suppliers, of the Explore IP, Explore shall have the right, in its sole discretion and at its expense, to control all litigation, and Explore has the right to determine whether suit will be instituted, prosecuted or settled, the terms of settlement and whether any other action will be taken. Notwithstanding the foregoing, if the challenge or claim results from Dealer's misuse of the Explore IP in violation of this Agreement, Dealer will be required to reimburse Explore for any fees and expenses paid by Explore, including without limitation reasonable attorneys' fees and allocable fees of in-house counsel. Dealer must promptly notify Explore of any such use or infringement of which Dealer becomes aware or any challenge or claim arising out of Dealer's use of the Explore IP. Dealer must take reasonable steps, at Dealer's expense, to assist Explore with any action Explore undertakes.

10.6 Changes. Dealer may not make any changes or substitutions to the Marks unless Explore so directs in writing. Explore may

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change the Products, Marks and name of the dealer system and the dealership offered at any point during the Term for any reason that Explore deems advisable, including without limitation in connection with any new or substitute product line, new Explore sales entity, any rebranding or reorganization, or any merger, acquisition, partnership or alliance between Explore and any third party, or if such a change is required by process of law or pursuant to the settlement of any trademark dispute initiated against Explore or its Affiliates. In such event, Dealer shall be required to modify or discontinue use of the Marks or to use one or more additional or substitute trade or service marks at Dealer's expense, and Dealer must comply with Explore's directions to modify or discontinue the use of the Marks or use one or more additional or substitute trade or service marks, upon sixty (60) days' notice from Explore. Explore is not obligated to reimburse Dealer for any loss of goodwill associated with any modified or discontinued Product or Mark or for any expenditures made by Dealer to promote a modified or substitute Product, trademark or service mark.

10.7 Design Changes; No License. Explore reserves the right to alter, modify or redesign its products without any obligation to replace previous shipments to Dealer. The sale of Products shall not itself confer upon Dealer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Explore, its Affiliates or suppliers, it being specifically understood and agreed that all such rights are reserved to Explore, its Affiliates or suppliers.

11. Records

11.1 Records. During the Term, and for a period of fifteen (15) years after termination or expiration of this Agreement, Dealer will keep and maintain true and accurate records of:

(a) all transactions involving the Products, including without limitation copies of all Customer Contracts and Manufacturer's Addendums (each as defined in Section 13.3);

(b) all information required to be retained pursuant to the terms of Exhibit B (Intermediary Anti-Corruption Compliance) hereto; and

(c) all complaints reported to Dealer or its Affiliates concerning the Products.

11.2 Inspection; Copies. Upon written notice from Explore or as otherwise required by this Agreement, Dealer must promptly make all such records available for inspection by Explore or provide copies of the same to Explore at Dealer's expense. This Section shall not affect other or more accelerated reporting required elsewhere in this Agreement, including without limitation in Section 8.

12. Confidentiality

The Parties agree that the confidentiality provisions and obligations set forth in the Standard Terms and Conditions shall apply hereunder, including without limitation the definitions of "**Confidential Information**" and "**Authorized Purpose**" therein with the following modifications:

(a) Explore "Confidential Information" shall also include the following: (i) the Dealer Documentation; (ii) Explore Improvements under Section 10.4 (Improvements; Work Made for Hire); and (iii) any information jointly created by the Parties that Explore or any of its Affiliates treats or designates as confidential or proprietary; and

(b) the "Authorized Purpose" for which Dealer may use Confidential Information shall also include Dealer's use of such Confidential Information for the purpose of carrying out its obligations and exercising its rights under this Agreement.

13. Customer Privacy and Data; Customer Contracts

13.1 Customer Privacy. Dealer will comply with all applicable laws pertaining to the privacy of Personal Information in performing Dealer's obligations and exercising its rights under this Agreement. "**Personal Information**" means any information defined as "personal information" under any applicable laws, including without limitation any names, addresses or phone numbers in combination with other identifying information relating to an individual, such as dates of birth or social security or social insurance numbers, or other identifying numbers, symbols or other particulars assigned to an individual, and any health or medical information relating to an identified or identifiable individual. Dealer will implement and maintain a general privacy policy in a form in compliance with applicable law and shall, to the extent permitted by applicable law, ensure that each Customer Contract contains terms to the effect that the Customer consents to:

(a) disclosure of such Customer's Personal Information (if the Customer is an individual) and Customer Data (as defined in Section 13.2) to Explore and its Affiliates, any third parties from which Explore or its Affiliates acquire the Products,

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and any other third parties reasonably requested by Explore to be included; and

(b) use of such Personal Information and Customer Data by the entities and third parties listed in subsection (a) above in carrying out Explore's obligations under this Agreement and for marketing and sales purposes.

13.2 Customer Data. Dealer must at all times maintain up-to-date Customer Data in the format Explore prescribes. During and after the Term, as between Explore and Dealer, Explore shall own all Customer Data that Dealer collects. Customer Data shall constitute, and must be treated by Dealer as, Confidential Information. Dealer may not use Customer Data for any purpose whatsoever other than in the normal conduct of the Business in compliance with applicable law, and Dealer may not sell, loan or give Customer Data, including without limitation customer and customer referral source lists or accounts, to any third party without Explore's prior written permission. Dealer will comply with all applicable federal, provincial and state laws pertaining to the privacy of Customer Data in performing Dealer's obligations under this Agreement. It shall be the responsibility of Dealer to comply with all applicable Payment Card Industry ("**PCI**") and other applicable privacy and data security laws and standards in connection with Dealer's operations hereunder and Customer Data. Explore shall have the right to access Customer Data and use Customer Data for business purposes that Explore deems advisable, including without limitation analysis of sales history and buying patterns and for marketing and sales purposes, and Explore has the right to establish policies regarding the use of Customer Data and PCI and privacy law compliance by Dealer. Dealer shall obtain all Customer consents necessary to comply with the foregoing. Upon termination or expiration of this Agreement for any reason, Dealer shall (a) deliver to Explore and cease using all Customer Data in Dealer's possession, (b) comply with all applicable post-termination obligations stated in this Agreement or pursuant to Explore's then-current post-termination policy and (c) certify in writing that all Customer Data has been delivered to Explore and/or destroyed as instructed by Explore. Dealer may retain copies of Customer Data only to the extent required to comply with the terms of this Agreement or applicable law. "**Customer Data**" means information (including Personal Information) pertaining to all actual and prospective customers in connection with Dealer's sale of Products hereunder, as well as all other data, information and materials Dealer or Explore collects or receives from, or which relate to, these individuals or companies.

13.3 Manufacturer's Addendum. Explore requires each Customer to agree to the terms of Explore's Manufacturer's Addendum (as amended from time to time by Explore in its sole discretion, "**Manufacturer's Addendum**") in connection with each contract entered into or to be entered into by Dealer with a Customer in relation to the sale of Products (each a "**Customer Contract**"). Explore may, at its option, solicit and receive the Customer's agreement to the Manufacturer's Addendum directly or require Dealer to obtain the Customer's agreement. If Explore requires Dealer to obtain the Customer's agreement, Explore will provide Dealer with the then-current Manufacturer's Addendum form and Dealer shall have the Customer agree to the same and provide Explore with evidence of such agreement in the form designated by Explore. Dealer understands and agrees that Explore may reject any Purchase Order and/or withhold shipment of any Product until Explore has received the applicable Customer's agreement to the Manufacturer's Addendum in the form designated by Explore and neither Explore nor its Affiliates shall have any liability therefor.

14 Termination

14.1 Rights of Immediate Termination. Either Party may terminate this Agreement immediately by written notice if the other Party becomes subject to an insolvency event, including without limitation any of the following (an "**Insolvency Event**"): (a) a proceeding under any bankruptcy, insolvency or similar law; (b) the appointment of or application for a receiver, trustee, administrator or similar officer; (c) an assignment for the benefit of creditors; or (d) such Party ceases or threatens to cease to carry on its business or is, or admits in writing that it is, or is declared or deemed under any applicable law to be (for any purpose), insolvent or unable to pay its debts as and when they become due. Additionally, Explore may terminate this Agreement immediately by written notice if any of the following applies:

(a) Dealer fails to begin operations within sixty (60) days from the Effective Date;

(b) Dealer fails to pay any amounts due under this Agreement within ten (10) days after the date such amount is due hereunder;

(c) an assignment by Dealer in violation of Section 19.l;

(d) Dealer fails to achieve any KPI;

(e) a material breach by Dealer of this Agreement or the Standard Terms and Conditions, including without limitation a breach of the provisions of Section 4.5 (Exclusivity to Explore; Approved Products and Suppliers), 4.6 (Non-competition),

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Section 10 (Intellectual Property) or Section 12 (Confidentiality) of this Agreement or any Dealer warranty contained herein or in the Standard Terms and Conditions;

(f) Dealer or any owner or customer-facing employee of Dealer is, during the Term (or Explore discovers that such person was prior to the Term), convicted of a felony, indictable offense, crime involving moral turpitude or any other crime that Explore believes is reasonably likely to have an adverse effect upon the Marks, Explore, any Explore Affiliate or the operation of the Business;

(g) any Dealer owner or any principal responsible for sales, installation or service listed on the Dealer Application (as defined below) becomes incapacitated, withdraws or is removed from, or is no longer involved in the full-time management of Dealer's Business;

(h) Dealer's voluntary abandonment of this Agreement or the Business;

(i) Dealer knowingly maintains false books or records or submits false reports or information, or fails to state facts either necessary to make statements therein not misleading or that are material to the subject matter thereof (including without limitation in connection with Dealer's application to become a dealer of Brand Products ("**Dealer Application**") to Explore or any of its Affiliates;

(j) Dealer breaches any provision of the Anti-Corruption Agreement and/or fails to timely execute and deliver to Explore the Certificate of Compliance attached thereto; or

(k) more than four (4) Customer complaints against Dealer, its Business or employees are filed with or reported to any state or federal authority or consumer protection agency during any twelve (12) month period.

14.2 Suspension for Breach. If Dealer defaults in its payment obligations to Explore or any Explore Affiliate under this Agreement or a separate agreement, or breaches any other obligation under this Agreement, Explore may suspend fulfilment of any or all accepted Dealer orders for products of Explore or its Affiliates until such default or breach is remedied. Neither Explore nor its Affiliates shall have any liability to Dealer in connection with any such suspension, including without limitation any resulting delays, notwithstanding anything herein or in the Standard Terms and Conditions. Any such suspension will not affect any other rights of Explore at law or in equity or under this Agreement, including its rights under this Section 14.

14.3 Early Termination for Breach; Operations During Cure Period. Subject to Explore's rights of suspension in Section 14.2 and the Parties' rights of immediate termination under Section 14.1, either Party may terminate this Agreement with thirty (30) days' prior written notice to the other Party if the other Party is in breach of an obligation under this Agreement (such written notice to specify the details of such breach) and fails to remedy the breach within such thirty (30)-day period (the "**Cure Period**") after receiving such written notice of the breach; in the event the other Party alleged to be in breach fails to remedy such breach within the Cure Period, the Party having provided the written notice of breach may thereafter by a further written notice terminate this Agreement, effective immediately. During the Cure Period following any Explore notice of Dealer's breach:

(a) Dealer is not entitled to submit any new Purchase Orders unless otherwise expressly agreed in writing by Explore;

(b) Dealer will pay in full for all Products provided or to be provided under any approved Purchase Orders existing at the commencement of the Cure Period; and

(c) Dealer will complete any Customer Contracts that relate to Purchase Orders that have been approved and fulfilled.

14.4 Termination Without Cause. Except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable despite a contractual choice of other law, either Party may terminate this Agreement without cause upon twelve (12) months' written notice to the other Party. If notice of termination is given by either Party pursuant to this Section 14.4, all obligations of the Parties hereunder shall continue during such twelve (12) month notice period, including without limitation Dealer's obligations under Sections 4.5 (Exclusivity to Explore; Approved Products and Suppliers) and 4.6 (Non-competition). If Explore terminates this Agreement without cause, Explore shall refund to Dealer the Initial License Fee on a pro-rated basis based on the number of months left in the Initial Term at the time such termination becomes effective.

14.5 Consequences of Termination or Expiration. Upon termination or expiration of this Agreement, Dealer's right to use the Marks, Permitted Tradename, Permitted Domain Name and any other Explore IP and Confidential Information shall immediately terminate. Dealer hereby irrevocably appoints Explore as its attorney-in-fact for the purpose of executing documents or doing any

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other thing required to give effect to the provisions of Section 14.5(a) below. Subject to Section 14.8 (Sell-Off Period After Dealer Termination for Cause), Dealer will no longer have the right to distribute or sell the Products, and Dealer shall comply with the following requirements at Dealer's expense:

(a) immediately discontinue all use of the Marks (including without limitation in Dealer's Permitted Tradename, Permitted Domain Name and social media accounts) and all other Explore IP (including without limitation the Permitted Number) and take all steps necessary to assign, transfer, relinquish and/or surrender any rights or license to the same to Explore or a designated Affiliate, and shall not thereafter use the Marks, the Permitted Tradename or Permitted Domain Name, or any mark or name tending to give the impression that any relation between Dealer and Explore still exists, or that Dealer is an authorized distributor of the Products;

(b) modify both the exterior and interior of any Dealer premises, and modify Dealer's website(s) and social media accounts, to remove any signs, photos, displays and any other materials bearing any of the Marks or related logos and any distinctive features or fixtures which are indicative of Explore businesses or the Products;

(c) return all copies of or excerpts from the Dealer Documentation to Explore;

(d) cease use of the Confidential Information and immediately return or destroy the Confidential Information in accordance with Section 12 and the Standard Terms and Conditions;

(e) cease use of all Customer Data and immediately return or destroy the Customer Data in accordance with Section 13.2;

(f) provide Explore with details of all potential customers interested in Products with whom it has not yet secured a Customer Contract;

(g) provide Explore with details of all open Customer Contracts (including without limitation copies of any such contracts and information on job status and any deposits or other funds collected) and promptly pay to Explore or refund to the applicable Customer any funds collected thereunder from Customers for work not yet performed and/or products not yet provided by Dealer;

(h) promptly pay all sums owed by Dealer to Explore and/or any of its Affiliates; and

(i) comply with the applicable covenants contained in this Agreement, including without limitation the covenant to not disclose Confidential Information.

14.6 Effect of Laws. The provisions of any valid, applicable law or regulation that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law that prescribes permissible grounds, cure rights or minimum periods of notice for termination of this Agreement supersede any provision of this Agreement that is less favorable to Dealer.

14.7 No Compensation; Other Remedies. Upon any termination or expiration of this Agreement, Dealer will have no right to compensation or any other payment or benefit from Explore or its Affiliates for loss of goodwill or other loss, including without limitation loss of anticipated sales or prospective profits or because of expenditures, investments, leases, property improvements or other matters related to Dealer's Business or goodwill. The rights in this Section 14 shall be in addition and without prejudice to any other remedies Explore may have under this Agreement, at law and/or in equity, and shall survive any termination or expiration of this Agreement.

14.8 Sell-Off Period After Termination by Dealer for Cause. Upon any valid termination of this Agreement by Dealer for cause, Dealer shall be entitled for a period of sixty (60) days after such termination (the "**Sell-Off Period**") to advertise, market, promote, distribute, sell, deliver, install and otherwise dispose of all Products in Dealer's possession for which it has paid in full at the time of such termination ("**Sell-Off Inventory**"). Alternatively, Explore or its applicable Affiliate may repurchase any such Sell-Off Inventory from Dealer at the price paid by Dealer to EIUSA for such Sell-Off Inventory. Any and all actions of Dealer during the Sell-Off Period shall be subject to all of the provisions of this Agreement. For the avoidance of doubt, and notwithstanding anything to the contrary herein, if this Sell-Off Period section is triggered and neither Explore nor its applicable Affiliate elects to repurchase such Sell-Off Inventory, Dealer shall have the right to continue to use the Explore IP in accordance with the terms of this Agreement for the limited purpose of exercising its rights under this Section.

15 Dispute Resolution

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15.1 Arbitration; No Class Actions; JURY WAIVER. The dispute resolution provisions of the Standard Terms and Conditions, including without limitation the arbitration, no-class-action and JURY WAIVER provisions contained therein, shall apply to any action, suit, claim, liabilities, obligations, investigation or proceeding (whether in contract or tort, at law or in equity, or granted by statute) based upon, arising under or out of or related in any manner to the relationship of the Parties hereto, this Agreement or other agreements between the Parties, and/or the negotiation, execution, performance or breach thereof (including any representation or warranty made in, in connection with, or as an inducement to, this Agreement or other agreements between the Parties) (herein and in the Standard Terms and Conditions, "**Claims**"). Without limiting the foregoing, the following additional provisions shall also apply: (a) a neutral arbitrator knowledgeable in the subject matter of the dispute and with at least five (5) years of significant experience in dealership law shall be selected by the Parties hereto in accordance with the then-current commercial arbitration rules and procedures of the American Arbitration Association and (b) the arbitrator may not under any circumstances stay the effectiveness of any pending termination of this Agreement or make any award that extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance that Explore sets.

15.2 Injunctive Relief. Dealer recognizes that failure to comply with the terms of this Agreement could cause irreparable damage to Explore, its Affiliates and/or to some or all other Explore dealers. Therefore, if Dealer breaches or threatens to breach any of the terms of this Agreement, Explore will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrator. This right is provided to Explore in addition to and without prejudice to any other remedies Explore may have under this Agreement, at law or in equity, including without limitation the right to sue for damages. Dealer agrees that Explore may petition any court of competent jurisdiction that Explore elects for the entry of temporary and permanent injunctions and/or decrees of specific performance and may pursue collection efforts in connection with amounts owed by Dealer, without complying with the arbitration requirements referenced in Section 15.1.

15.3 Continued Performance. Each Party will continue to perform this Agreement notwithstanding the existence of any dispute or proceeding under this Section 15; provided, however, that the provisions of this Section 15 will not affect the rights set forth in Section 14 (Termination).

16. Warranties

16.1 Limited Warranty to Original Retail Purchaser. EIUSA will issue its then-current Brand Limited Warranty to the original retail purchaser of applicable Products from Dealer on the terms set forth therein. The Limited Warranty shall be represented by Dealer as the only warranty of EIUSA and its Affiliates potentially applicable and, prior to the sale of applicable Products to a Customer, Dealer shall provide a copy of the then-current Limited Warranty to the Customer or ensure the Customer has had access to and reviewed the same. The Parties agree that the provisions and requirements of the Standard Terms and Conditions regarding the Limited Warranty applicable to Dealer as a Buyer thereunder shall apply to Dealer hereunder. Dealer hereby acknowledges that Dealer has received a copy of the Limited Warranty current as of the Effective Date and understands and agrees that the Limited Warranty may be modified and amended from time to time by EIUSA as provided therein.

16.2 Disclaimer of Implied Warranties. The Parties agree that the provisions regarding disclaimers of implied warranties and conditions in the Standard Terms and Conditions shall apply hereunder and in connection with the Products and Limited Warranty (each as defined herein).

16.3 Third-Party Warranties. With respect to goods or materials manufactured by third parties and sold to Dealer hereunder, neither Explore nor any of its Affiliates shall have any warranty or other obligations with respect to such third-party goods or materials and the warranty, if any, of the respective third-party manufacturer will instead apply. The Parties agree that the disclaimers referenced in Section 16.2 apply equally to such goods or materials manufactured by third parties.

16.4 Dealer Warranties. In addition to the representations, warranties and covenants of Dealer in the Standard Terms and Conditions as Buyer therein and in the Anti-Corruption Agreement as Intermediary therein, Dealer represents, warrants and covenants to Explore that each of the following statements is true and accurate, will remain true and accurate so long as the Agreement remains in effect, and shall be promptly supplemented to reflect any changes:

(a) if Dealer is a corporation or other entity, it is (i) duly organized, validly existing and in good standing and has all requisite power and authority to carry on its business as now conducted; and (ii) duly qualified to transact business and in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties;

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(b) all action on the part of Dealer, its owners, officers, directors and managers, if any, necessary for the authorization, execution, and delivery of this Agreement has been taken, and the performance of all obligations of Dealer hereunder constitutes valid and legally binding obligations of Dealer, enforceable against Dealer in accordance with the respective terms hereof;

(c) Dealer's execution, delivery and performance of this Agreement will not (i) violate, conflict with or result in a breach of any applicable law; (ii) require the consent, authorization or approval of any other person or entity not a Party to this Agreement; (iii) permit the acceleration of the maturity of any indebtedness of Dealer; or (iv) violate or conflict with any provisions of the certificate or articles of incorporation, charter, bylaw or similar organizational instruments, if any, of Dealer;

(d) no owner, officer or employee of Dealer has been convicted of or pleaded guilty to an offense involving fraud, corruption or moral turpitude, none of the foregoing has been listed by any government agency as debarred, suspended, proposed for suspension or disbarment or otherwise ineligible for government procurement programs, and Dealer will immediately notify Explore in writing of any new conviction(s) or plea(s) during the Term;

(e) Dealer has not experienced or been subject to an Insolvency Event (as defined in Section 14.1) within the seven (7) years immediately prior to the Effective Date;

(f) Dealer is organized for legitimate business purposes and not for any unlawful purpose, and has only lawful sources of funding;

(g) Dealer has all licenses, registrations, permits and similar approvals required to be obtained by Dealer to sell and install the Products and to perform its obligations and exercise its rights under this Agreement;

(h) Dealer does not have any relationship creating a conflict of interest that restricts or is otherwise in conflict with its ability to distribute or resell the Products;

(i) all information provided by Dealer to Explore or its Affiliates, including without limitation in the application process to become a Product dealer, is true, correct and complete, and no material information or information necessary to make the information provided not misleading was omitted by Dealer;

(j) Dealer will not prepare, approve or execute any contract or other document or make any record that Dealer knows or has reason to know is false, inaccurate or incomplete;

(k) Dealer will comply, and ensure that its Affiliates and Representatives comply, with all applicable laws, regulations and relevant industry codes of practice, as well as all applicable requirements of any Governmental Authority, including without limitation all applicable federal and state safety and transportation regulations; and

(l) if Dealer or any Dealer Affiliate or Representative picks up and/or transports any Products: (i) Dealer or such Affiliate or Representative, as applicable, has all licenses, registrations and permits required to be obtained and maintained to lawfully transport such Products in the United States, including without limitation registration as a Motor Carrier with the FMCSA; and (ii) all transporting of Products by Dealer and/or such third party shall comply with applicable law and conform to the requirements set forth in this Agreement.

Dealer will give prompt written notice to Explore in the event it breaches any of the warranties, representations or covenants in this Agreement and agrees to give prompt written notice to Explore of any potential violation of any of the same of which it obtains knowledge, becomes aware or has reasonable grounds to believe has occurred. Dealer understands and agrees that Explore has relied on all representations, statements, and information that Dealer provided in the application process, including any signed acknowledgements, in entering into this Agreement.

16.5 No Inducement; Non-Reliance; No Guarantee of Revenue or Profit. Dealer hereby confirms Dealer's acknowledgements and agreements as a Buyer in the Standard Terms and Conditions regarding no inducement and non-reliance and agrees that the same apply equally hereunder and with respect to this Agreement. In addition, and without limiting the foregoing, Dealer understands that Explore and its Affiliates expressly disclaim the making of, and Dealer acknowledges that it has not received or relied upon, any representation, warranty or guarantee, express or implied, as to the: (a) potential revenues, profits or success of Dealer's activities; (b) likelihood that Dealer will earn back any investment made by Dealer in connection with this Agreement or derive income from the sale of Products exceeding the price paid by Dealer; (c) existence of a market for the Products; or (d) willingness of Explore or its Affiliates to buy back any Products purchased by Dealer. Explore does not make any representation or warranty, express or implied, as to the potential success of the business venture.

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Dealer further understands and agrees that:

(a) no representations, warranties or guarantees, whether express or implied or oral or written, by any Representative of Explore or its Affiliates shall be enforceable against Explore or relied upon by Dealer unless the same are reflected in a written addendum or amendment to this Agreement signed by duly authorized representatives of both Parties hereto;

(b) the success of the business venture Dealer intends to undertake under this Agreement is speculative and depends, to a large extent, upon Dealer's (and its owners') ability as an independent business (and businessperson), and Dealer's active participation in the daily affairs of the Business as well as other factors; and

(c) Dealer has entered into this Agreement after making an independent investigation of Explore's operations and not upon any representation as to gross revenues, volume, potential earnings or profits which Dealer might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce Dealer to sign this Agreement.

16.6 Survival. The provisions of this Section 16 shall survive any termination or expiration of this Agreement.

17. Limitations of Liability; Exclusive Remedies

17.1 Limitations of Liability. THE LIABILITY OF EXPLORE AND THE OTHER INDEMNITEES (AS DEFINED IN SECTION 18 HEREIN) IN CONNECTION WITH ANY CLAIMS (AS DEFINED IN SECTION 15 HEREIN) SHALL BE LIMITED AS PROVIDED IN THE STANDARD TERMS AND CONDITIONS WITH RESPECT TO LIABILITY UNDER THE AGREEMENT (AS DEFINED THEREIN AND OF WHICH THIS AGREEMENT FORMS A PART), provided that the following shall also apply hereunder:

(a) When any Claim relates to infringement, neither Explore nor any other Indemnitee shall have any Liability or obligation in connection with any (i) use or installation of the Product in combination by any means and in any form with other goods not specifically approved by Explore, where the infringement or alleged infringement would not have arisen but for such use in combination; or (ii) unreasonable refusal of Dealer or its Representatives to use or implement corrections or enhancements to the Product made available by Explore to Dealer where the infringement or alleged infringement would not have arisen or continued by the use of such corrected or enhanced Product;

(b) NOTWITHSTANDING ANYTHING HEREIN OR IN THE STANDARD TERMS AND CONDITIONS TO THE CONTRARY, NEITHER EXPLORE NOR ANY OTHER INDEMNITEE SHALL HAVE ANY LIABILITY FOR ANY LOSS OR DAMAGES INCURRED BY DEALER ARISING OUT OF, IN CONNECTION WITH OR RELATING IN ANY WAY TO THE FOLLOWING (COLLECTIVELY, THE "**EXCLUDED DAMAGES**"): (i) DEALER'S OR ITS AFFILIATES' OR REPRESENTATIVES' IMPROPER USE OR DISCLOSURE OF ANY EXPLORE IP, OR ANY DOCUMENTATION, MATERIALS OR CONFIDENTIAL INFORMATION PROVIDED BY OR ON BEHALF OF EXPLORE TO DEALER OR ITS AFFILIATES OR REPRESENTATIVES; (ii) DELAER OR ANY THIRD PARTY'S FAILURE TO USE, HANDLE, MAINTAIN OR INSTALL ANY PRODUCT IN ACCORDANCE WITH THE DEALER DOCUMENTATION, INCLUDING WITHOUT LIMITATION PRODUCT INSTALLATION INSTRUCTIONS, AND/OR APPLICABLE LAWS, CODES, RULES OR REGULATIONS, OR IN A MANNER NOT REASONABLY CONTEMPLATED OR AUTHORIZED BY EXPLORE; (iii) THE FAILURE OF DEALER, ITS AFFILIATES OR REPRESENTATIVES TO SAFEGUARD AND ADEQUATELY INSURE ANY PRODUCTS WHILE IN THE CUSTODY OR CONTROL OF DEALER, ITS AFFILIATES OR REPRESENTATIVES (AS APPLICABLE), INCLUDING WITHOUT LIMITATION DURING TRANSPORT BY DEALER, ITS AFFILIATES OR REPRESENTATIVES; (iv) NORMAL WEAR AND TEAR, MISTREATMENT, ABUSE OR NEGLECT OF PRODUCTS; (v) DAMAGES SUSTAINED DURING OR AS A RESULT OF DEALER OR A THIRD PARTY'S INSTALLATION, LOADING, TRANSPORTING OR UNLOADING OF PRODUCTS; (vi) MODIFICATION OR ALTERATION OF A PRODUCT BY OR ON BEHALF OF DEALER WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF EXPLORE; (vii) DISTRIBUTION, MARKETING OR USE OF A PRODUCT BY DEALER, ITS AFFILIATES OR REPRESENTATIVES FOR THE BENEFIT OF THIRD PARTIES, OTHER THAN AS EXPRESSLY AUTHORIZED IN THIS AGREEMENT; (viii) ANY REPRESENTATIONS BY DEALER OR ITS AFFILIATES OR REPRESENTATIVES REGARDING THE OPERATION OR SAFETY OF PRODUCTS NOT AUTHORIZED IN WRITING BY EXPLORE; (ix) ANY WILLFUL, UNLAWFUL, FRAUDULENT, NEGLIGENT OR TORTIOUS ACT OR OMISSION OF DEALER, ITS AFFILIATES OR REPRESENTATIVES; (x) ANY INFORMATION, DATA OR SPECIFICATIONS SUPPLIED BY OR AT THE DIRECTION

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OF DEALER, ITS AFFILIATES OR REPRESENTATIVES; OR (xi) ANY FAILURE BY DEALER OR ITS AFFILIATES OR REPRESENTATIVES TO OBTAIN ANY CUSTOMER CONSENT OR AGREEMENT REQUIRED TO BE OBTAINED BY DEALER PURSUANT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE MANUFACTURER'S ADDENDUM; and

(c) SUBJECT TO THE OTHER LIMITATIONS IN THIS AGREEMENT AND THE STANDARD TERMS AND CONDITIONS, THE CUMULATIVE LIABILITY OF EXPLORE AND ITS AFFILIATES ON ANY BASIS, INCLUDING NEGLIGENCE, TORT, CONTRACT, STATUTE OR OTHERWISE, IN RESPECT OF ANY LOSS SUFFERED OR INCURRED BY DEALER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES OR INVITEES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO THE *LESSER* OF THE AMOUNT OF THE TOTAL PAYMENTS MADE BY DEALER TO EXPLORE HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE RELEVANT LOSS IS SUFFERED AND FIFTY THOUSAND DOLLARS ($50,000). THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL EXPENDITURES OF EXPLORE AND ITS AFFILIATES BEING AGGREGATED TO DETERMINE SATISFATION OF THE LIMIT AND DEALER HEREBY RELEASES EXPLORE AND ITS AFFILIATES FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION.

17.2 No Recourse Against Nonparties. Recourse against non-Parties in connection with this Agreement shall be prohibited as provided in the Standard Terms and Conditions with respect to the Agreement (as defined therein and of which this Agreement forms a part), with the reference to Contracting Parties therein meaning Explore (as defined herein) and Dealer for this Agreement, and such provisions shall apply equally to any Claims (as defined in Section 15 herein) in connection with this Agreement and the relationship of the Parties hereto.

17.3 Exclusive Remedies. Dealer's exclusive remedies for any Claims (as defined in Section 15 herein) shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of this Agreement and the Standard Terms and Conditions) and Dealer hereby agrees that Dealer shall have no remedy or cause of action (whether in contract or tort or granted by statute) for any statements, communications, disclosures, failures to disclose, representations or warranties not set forth herein or in the Standard Terms and Conditions.

17.4 Acknowledgement; Survival. The Parties acknowledge that each of them relied upon the inclusion of the provisions in this Section 17 in consideration of entering into this Agreement and agree that the same shall survive any termination or expiration of this Agreement.

18. Indemnity and Guaranty

18.1 Indemnity by Dealer. Dealer hereby agrees to indemnify, defend and otherwise hold Explore, its Affiliates and their respective officers, directors, managers, members, shareholders, unitholders, employees, subsidiaries, Affiliates, agents, attorneys, lawyers, insurers, successors and assigns (each an "**Indemnitee**" and collectively, the "**Indemnitees**") harmless as provided in the Standard Terms and Conditions with respect to the Agreement (as defined in the Standard Terms and Conditions and of which this Agreement forms a part); provided, however, that such obligations of Dealer shall also extend to the following:

(a) a breach by Dealer of any of its obligations under this Agreement;

(b) any Claim arising from, related to or incurred in connection with acts or omissions of Dealer, its Affiliates or their respective Representatives;

(c) any Claim arising from, related to or incurred in connection with acts, omissions or conditions constituting the Excluded Damages (as defined in Section 17 herein);

(d) any Claims brought by Dealer's Customers against Explore or its Affiliates for defects in the Products or other damages that were caused, directly or indirectly, by Dealer, its Affiliates or their respective Representatives, including without limitation in connection with Dealer's installation of Products;

(e) any claims brought by customers, employees, service providers or other persons related to contractual liabilities, terms or conditions of employment or service, conditions of any Dealer premises, or other claims related to the ownership or operation of Dealer's business;

(f) any claim arising from, related to or incurred in connection with a breach of any Dealer representation, warranty, covenant or agreement contained herein or in the Anti-Corruption Agreement; and

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(g) any claim arising from, related to or incurred in connection with the transporting of any Products by Dealer, its Affiliates or their respective Representatives, including without limitation the receipt, loading, securing, transporting, unloading, delivery, storage or other handling of any Products by any of the foregoing and/or any claims for accidents occurring in connection therewith.

18.2 Guaranty. If Dealer is a corporation or other business entity, each of Dealer's officers and ten percent (10%) or greater shareholders or other equity owners, however denominated, as each such person is identified in the Summary and Definitions, shall execute a guaranty in favor of Explore and its Affiliates on terms reasonably required by Explore in respect of Dealer's obligations under this Agreement and any related agreements with Explore or its Affiliates. Such Guaranty will require each guarantor to satisfy and perform Dealer's obligations under this Agreement and any related agreements with Explore or its Affiliates if Dealer fails to satisfy and perform those obligations.

18.3 Enforcement; Survival. Each obligation in Section 18.1 is a continuing obligation, separate and independent from the other obligations of Dealer. The obligations of this Section 18 shall survive the termination or expiration of this Agreement. It is not necessary for an expense to be incurred or any payment to be made by an Indemnitee before enforcing a right of indemnity provided by Section 18.1. Dealer shall pay on demand to Explore any amount for which Dealer is liable under Section 18.1.

19. Assignment

19.1 Dealer Assignment and Change of Control. Dealer understands that Explore has granted Dealer the right to develop and operate the Business under this Agreement in reliance on Dealers' individual or collective character, attitude, business ability and financial capacity. Neither Dealer nor its owners shall assign or otherwise transfer, by operation of law or otherwise, any of their rights or obligations under this Agreement, the Business, substantially or all of the Business assets, or any direct or indirect ownership interest of 20% or more in Dealer. Explore will not unreasonably withhold its consent to transfer, provided that Dealer must comply with all of the following conditions (as Explore determines in its sole discretion), and Dealer acknowledges and agrees that Dealer's failure to comply with any of the following would be reasonable grounds for Explore to withhold its consent to transfer:

19.1.1 Dealer has satisfied all of its accrued monetary obligations to Explore, its Affiliates and its vendors, and Dealer otherwise is in good standing under this Agreement;

19.1.2 The transferee (and/or the owners of transferee, if applicable) is/are approved by Explore and demonstrate(s) to Explore's satisfaction that they meet Explore's managerial, financial and business standards for new dealers, possess a good business reputation and credit rating, and have the aptitude and ability to conduct the Business. Dealer understands that Explore may communicate directly with the transferee (and its owners, as applicable) during the transfer process to respond to inquiries, as well as to ensure that the transferee (and its owners, as applicable) meets Explore's qualification requirements;

19.1.3 At Explore's option, the transferee either assumes Dealer's obligations under this Agreement in a form acceptable to Explore or signs Explore's then-current standard form of dealer agreement (which agreement may provide rights and obligations different from those provided in this Agreement) and the owners of the transferee each sign the personal guarantee required by Explore;

19.1.4 The transferee successfully completes the initial training program required of new dealers;

19.1.5 Dealer pays Explore the Transfer Fee;

19.1.6 Dealer (and each of Dealer's owners, if applicable) sign a general release, in form and substance satisfactory to Explore, of any and all claims against Explore and its affiliates, officers, directors, employees and agents, except to the extent limited or prohibited by applicable law;

19.1.7 Explore approves the material provisions of the assignment or sale of assets, which assignment or sale cannot permit Dealer to retain a security interest in this Agreement or any other intangible asset; and

19.1.8 Dealer (and each of Dealer's owners, if applicable) sign an agreement, in form and substance satisfactory to Explore, in which Dealer and each of its owners covenants to observe all of their respective post-termination covenants and obligations.

19.2 Assignment by Explore. Explore may assign, novate or otherwise transfer any or all of its rights or obligations under this Agreement without notice to or the consent of Dealer. In such event, the transferee shall automatically and immediately be deemed substituted for Explore as a party to this Agreement, Explore shall thereafter be released from all of its transferred obligations and duties to perform hereunder and Dealer shall have no recourse to Explore for the performance of any such obligations and duties. Dealer shall sign any documents Explore requires to give effect to an assignment, novation or transfer by Explore under this

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Section.

20. General

20.1 Force Majeure. The force majeure provisions of the Standard Terms and Conditions shall apply hereunder and the Liability of Explore and its Affiliates hereunder in connection with any such events shall be as provided therein.

20.2 Notices. Notices hereunder shall be given in the manner prescribed in the Standard Terms and Conditions, provided that notices to Dealer hereunder shall be sent to the physical, facsimile or email address for Dealer listed in the Summary and Definitions Section hereof.

20.3 Governing Law; Jurisdiction and Venue; Commencement of Action; Conflicts Involving Transport. Governing law, jurisdiction, venue and the time to commence an action hereunder shall be as provided in the Standard Terms and Conditions with respect to the Agreement (as defined in the Standard Terms and Conditions and of which this Agreement forms a part). Each Party hereby waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within the venue set forth in the Standard Terms and Conditions. In connection with any Products transported by Dealer hereunder: (a) the Parties desire that the provisions of this Agreement take precedence over any conflicting provisions of federal or state law; (b) the Parties agree that they expressly waive any and all rights and remedies under federal laws and regulations that are inconsistent with the provisions of this Agreement and no Party shall challenge any provision of this Agreement on the ground that such provision violates such waived rights or remedies; and (c) to the extent that no conflict exists with this Agreement or applicable federal law, this Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

20.4 Attorneys' Fees. The Parties agree that the attorneys' fees provisions of the Standard Terms and Conditions shall apply hereunder.

20.5 Amendments; Binding Effect. Except to the extent otherwise provided herein, this Agreement may only be amended by a written agreement or amendment signed by authorized representatives of each Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, representatives, executors, successors and permitted assigns.

20.6 Waiver. Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy provided by law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement. A waiver or consent given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party. No waiver of a breach of a term of this Agreement operates as a waiver of any other or further breach of that term or of a breach of any other term of this Agreement.

20.7 Severability; Reformation. The severability and reformation provisions of the Standard Terms and Conditions shall apply hereunder.

20.8 Expenses. Except as otherwise provided in this Agreement, each Party must pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this Agreement.

20.9 Non-Disparagement. Dealer agrees that the non-disparagement provisions of the Standard Terms and Conditions applicable to Buyers thereunder shall apply to Dealer hereunder.

20.10 Construction; Interpretation. This Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against the other Party. The following shall apply in interpretation of this Agreement: (a) headings are for convenience only and shall not affect the interpretation of any provision; (b) unless the context indicates a contrary intention: (i) an obligation or a liability assumed by, or a right conferred on, two (2) or more persons binds or benefits them jointly and severally; (ii) a reference to a document, including without limitation the Standard Terms and Conditions and this Agreement, is to that document as amended, modified, ratified, restated or replaced from time to time; (iii) the term "includes" in any form is not a word of limitation; (iv) a reference to a statute or law includes applicable regulations promulgated thereunder or in implementation thereof, and a reference to a statute or regulations or a provision of either includes consolidations, amendments, re-enactments, and replacements thereof; (v) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender; and (vi) a reference to $ or dollar(s) herein is to United States Dollars; and (c) whenever Explore reserves discretion in a particular area or agrees to exercise

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its rights or take any action reasonably or in good faith, Explore will satisfy its obligations whenever it exercises reasonable business judgment in making its decision or exercising its rights. Explore's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if its decision or action is intended, in whole or significant part, to promote or benefit the System generally even if the decision or action also promotes Explore or its Affiliates' financial or other individual interest. Examples of items that will promote or benefit the System include, without limitation, enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization and improving the competitive position of the System.

20.11 No Third-Party Beneficiaries. Except for (a) the Parties' successors and permitted assigns as and to the extent provided in Section 20.5 (Binding Effect), (b) non-Parties as and to the extent provided in Section 17.2 (No Recourse Against Nonparties) and (c) the Indemnitees (as defined in Section 18), this Agreement shall not confer any rights on any persons or entities not a Party to this Agreement, and no other person or entity shall be considered a third-party beneficiary of this Agreement.

20.12 Incorporation. The Standard Terms and Conditions, Dealer Application and all other documents incorporated by reference herein or forming part of the Agreement (as defined in the Standard Terms and Conditions and of which this Agreement forms a part), along with any exhibits hereto or thereto, are integral parts of this Agreement and are fully incorporated herein. Capitalized terms used but not defined therein shall have the meaning assigned to such terms in this Agreement.

20.13 Entire Agreement. This Agreement, including the materials and documents incorporated into and forming a part of this Agreement pursuant to Section 20.12 (Incorporation), contains the entire agreement between the Parties regarding the subject matter hereof and terminates and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, whether written or oral, between the Parties on such subject matter. There are no promises, covenants, agreements, representations, warranties or undertakings between the Parties other than those expressly set forth herein. The Parties have voluntarily agreed to define their rights, liabilities and obligations respecting such subject matter in this Agreement and each Party hereby acknowledges that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations and that there is no special relationship between the Parties that would justify any expectation beyond that of parties in an arm's-length transaction.

20.14 Precedence. In the event of any conflict or inconsistency between any part of: (a) this Agreement; (b) the Standard Terms and Conditions; (c) the Dealer Documentation; (d) any Dealer Application; (e) other documents entered into between the Parties in connection with this Agreement; and (f) a Purchase Order, then the provisions of the first of the items referred to in this Section will prevail to the extent of any conflict or inconsistency; provided, however, that the provisions of other document(s) referred to in subsection (e) of this Section shall prevail and control in the event of any conflict or inconsistency if so expressly provided in such other document(s) executed by authorized representatives of both Parties.

20.15 Survival. On the termination or expiration of this Agreement, the rights and duties of each Party under this Agreement concerning performances prior to termination or expiration shall survive and be enforceable in accordance with the terms of this Agreement. The provisions of the following shall survive the termination or expiration of this Agreement: (a) the Summary and Definitions; (b) Sections 2.3 (Relationship of Parties; Independent Business Operations), 4.1 (General Obligations), 4.2 (Standard Terms and Conditions of Sale), 4.3 (Anti-Corruption), 4.5 (Exclusivity to Explore; Approved Products and Suppliers), 4.6 (Non-competition), 4.12 (Advertising), 4.13 (Subcontractors), 4.15 (Transport of Products by Dealer), 6.2 (Non-Conforming Product Remedies), 7 (Title and Financing Statements; Risk and Insurance), 10 (Intellectual Property), 11 (Records), 12 (Confidentiality), 13 (Customer Privacy and Data; Customer Contracts), 14 (Termination), 15 (Dispute Resolution), 16 (Warranties), 17 (Limitations of Liability; Exclusive Remedies), 18 (Indemnity and Guaranty), 19 (Assignment) and this Section 20 (General); and (c) the provisions of the Standard Terms and Conditions referenced in the sections of this Agreement listed in the foregoing subsections and any additional provisions specified in the Standard Terms and Conditions as surviving termination or expiration of the Agreement (as defined in the Standard Terms and Conditions).

20.16 Counterparts; Electronic Signatures; Authority. The Parties agree that the counterparts and electronic signature provisions of the Standard Terms and Conditions shall apply hereunder and to execution of this Agreement. Each Party hereto represents that the person signing on behalf of such Party has the right, power and authority to execute this Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement effective as of the Effective Date.

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EXPLORE:	**DEALER:**
Explore Industries Elite USA, Inc.	**[*insert name of Dealer*]**
By: _____ Name:_____ Title:_____	By:_____ Name:_____ Title:_____

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Schedule A
to
Elite Dealer Agreement
(United States)

Initial License Fee

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Schedule B
to
Elite Dealer Agreement
(United States)

Non-Competition – Authorized Business Concerns

[*list any competing dealer businesses approved by Explore, or insert "**None**"*]

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EXHIBIT A
to
Elite Dealer Agreement
(United States)

Standard Terms and Conditions of Sale

Explore T&C of Sale-Pools (US & Canada) – Version 092023

Terms and Conditions of Sale
(*US and Canada Pool Dealer Sales*)

1. Applicability; Acceptance and Agreement; Conflicts.

1.1 Applicability**.** These Terms and Conditions of Sale (as may be amended, modified and/or supplemented from time to time as provided herein, these "**Terms and Conditions**"), shall apply to any proposal, sales order, invoice and/or other sales documentation issued (collectively, "**Order**"), and the sale of any Leisure Pools®, Imagine Pools®, Aviva Pools®, Evo Pools™ and/or other pool, spa, tanning ledge or water feature brand in the Explore Industries family of brands to which Explore designates these Terms and Conditions applicable (each, a "**Brand**") products and/or services and support ("**Products**"), by Explore Industries USA, Inc. or Explore Industries Canada, Inc. (as applicable, "**Explore**").

1.2 Acceptance and Agreement; Conflicts. You, as the buyer identified in an Order ("**Buyer**" or "**you**"), irrevocably agree by written acknowledgement of such Order, acceptance of any Products thereunder and/or payment of the amount due as indicated thereon that your purchase and Explore's sale to you of any Products is subject to these Terms and Conditions, which together with the Order and the documents listed below is a binding agreement (the "**Agreement**") between you and Explore (each a "**Party**" and, collectively, the "**Parties**"). The Agreement with respect to a particular Brand shall include (a) any current dealer agreement, consignment agreement and/or display pool agreement for such Brand between the Parties and any documents executed by the Parties in connection therewith; (b) these Terms and Conditions; (c) the Order(s)**;** (d) any Change Order(s) (as hereinafter defined) in connection with the subject Brand; (e) any other document executed by the Parties in connection with the subject Brand and specifically incorporated herein by reference; and (g) any written terms or specifications submitted by Buyer and expressly accepted by Explore in writing in connection with the subject Brand. In the event of any conflict among the terms of the foregoing documents, such documents shall have priority in the order in which they are listed in the preceding sentence. If Buyer is a dealer for more than one Brand, the documents listed in subsections (a) through (g) above for each Brand shall constitute the "Agreement" for that Brand and shall have priority in the order stated above. Explore may accept or reject any order placed by Buyer in its sole and absolute discretion and Explore's fulfillment of any order by Buyer does not constitute, and shall not be deemed to constitute, acceptance of any Buyer terms and conditions or a modification or amendment of the Agreement, and any conflicting or additional Buyer terms and conditions and/or offers for the purchase of goods or services, whether previously or hereafter communicated, are expressly rejected by Explore. Explore shall have no responsibility for furnishing any goods, services, equipment, data or materials shown in any plans or specifications incorporated directly or by reference in Buyer's purchase documents unless specifically listed in the Order and expressly accepted in writing by Explore. To the extent any advertising or promotional material of Explore and/or its Affiliates conflicts with the terms of the Agreement, the Parties agree that the terms of the Agreement shall control and such advertising or promotional materials are not part of the Agreement. "**Affiliate**" as used in these Terms and Conditions means, with respect to any Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such Person, subject to the following: (a) a Person shall be deemed to control another Person if such Person (i) owns or controls more than fifty percent (50%) of the voting equity of the other Person (or other comparable ownership if the Person is not a corporation) or (ii) possesses the power to direct or cause the direction of the management policies of a Person by contract or otherwise; and (b) "**Person**" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, trust, unincorporated organization, governmental body or any other entity.

2. Entire Agreement; Amendment; Updates.

2.1 Entire Agreement. The Agreement constitutes the entire agreement between the Parties thereto related to the subject matter thereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, whether written or oral, between such Parties on such subject matter. There are no promises, covenants, agreements, representations, warranties or undertakings on such subject matter other than those expressly set forth in the subject Agreement. The Parties have voluntarily agreed to define their rights, liabilities and obligations exclusively in the subject Agreement and each Party hereby acknowledges that the Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations and that there is no special relationship between the Parties that would justify any expectation beyond that of parties in an arm's-length transaction.

2.2 Amendment. With the exception of these Terms and Conditions, which may be changed and updated from time to time by Explore in its sole discretion as provided in Section 2.3, the Agreement may only be modified or amended by a writing signed by authorized representatives of the Parties thereto and no waiver or modification by Explore of any provision of the Agreement is effective unless explicitly set forth in a writing that specifically references the Agreement and is signed by an authorized representative of Explore.

2.3 Updates. Explore reserves the right to update these Terms and Conditions at any time, effective upon providing an updated version of the same to Buyer or by posting the updated version to the Explore Industries website, https://exploreindustries.com/ (the "**Explore Site**"). The most recent version of these Terms and Conditions provided or made available to Buyer, on the Explore Site, by attaching to Buyer's invoice or otherwise, as of the time of Buyer's purchase of a particular Product will govern Buyer's rights and obligations in connection therewith.

3. Pricing; Taxes. Pricing shall be as provided in the Order(s), subject to any qualifications set forth therein and/or in the Agreement, including without limitation any delays in production occasioned by Buyer as described in Section 6.3, and provided that (a) if the price of raw materials to Explore increases in excess of ten percent (10%), as determined by the United States Consumer Price Index ("**CPI**"), during the course of Explore's fulfillment of the Order, the price shall be increased accordingly and proportionately; and (b) should there be an increase in the market price for fuel, Explore may increase the price of goods, services and/or transportation and freight accordingly and Buyer agrees to pay that price increase to Explore. Product prices are exclusive of shipping charges and all applicable sales, use, excise or other taxes now or hereafter imposed on the sale or delivery of the Products (collectively, "**Taxes**"). Buyer shall be solely responsible for paying all Taxes and remitting the same to the applicable taxing authorities (other than Taxes invoiced by Explore, which shall be remitted to Explore), and Buyer shall hold Explore harmless in connection with the same, unless Buyer presents an exemption certificate acceptable to Explore and the applicable taxing authorities. If any exemption certificate presented by Buyer is held to be invalid, then Buyer will immediately pay Explore the amount of the Tax and any penalties and interest related thereto.

4. Payment Terms; Buyer's Credit; Security Interest; Remedies.

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4.1 Payment Terms. Unless otherwise expressly agreed in writing by Explore and alternate payment/credit terms are stated on Explore's invoice to Buyer, payment is due in full by Buyer prior to delivery and Explore shall have no obligation to deliver any Products until Buyer has paid the purchase price in full. Explore reserves the right to discontinue or change any credit terms extended to Buyer at any time without notice in Explore's sole discretion. Unless otherwise agreed in writing by Explore, all payments shall be made in U.S. dollars (except to the extent otherwise indicated by Explore on the Order) to the address or account listed on the Order, and the following forms of payment shall be acceptable: check drawn on a U.S. bank account (or a Canadian bank account for Canadian sales), bank wire transfer from a U.S. bank (or a Canadian bank for Canadian sales) and credit cards (Visa, MasterCard and American Express accepted, which may be subject to an additional fee). Buyer understands and agrees that no Product warranties will be in effect until payment in full for the ordered Product has been received by Explore.

4.2 Buyer's Credit. Any payment terms other than payment in full prior to delivery are subject to Explore's approval, in its sole and absolute discretion, of Buyer's credit. If any Products are delivered prior to payment in full by Buyer, Buyer agrees to pay Explore in accordance with the credit terms stated on Explore's invoice. Any credit terms extended to Buyer may be modified, suspended or revoked at any time by Explore in its sole discretion and Explore reserves the right to require advance cash payments, security satisfactory to Explore in its sole discretion, or payment in full prior to delivery. Shipments may be withheld until such payment and/or security is received by Explore. In connection with any extension of credit, Buyer hereby authorizes Explore to investigate Buyer's credit history from time to time, including without limitation with consumer credit reporting repositories and any other sources of information deemed necessary to determine the amount and conditions of credit to be extended, if any, as allowed by the Federal Credit Reporting Act (United States) and the governing law of the Agreement. Buyer further agrees to promptly provide trade references and bank references on Explore's written request and hereby authorizes the businesses and financial institutions listed as references by Buyer to release necessary information to Explore to verify the information provided by Buyer. Explore may also require a personal guarantee for any credit extended.

4.3 Security Interest. Buyer agrees to pay Explore for any Products delivered prior to payment in full therefor in accordance with the applicable payment terms and hereby grants Explore a security interest in such Products. Buyer agrees to protect and maintain such Products by all reasonable means and to not sell such Products without the prior written consent of Explore. If Buyer resells any such Products, Buyer further grants Explore a security interest in all Proceeds and Accounts Receivable (as those terms are defined in the United States Uniform Commercial Code and/or as similar terms are defined under the applicable personal property security act or other legislation of similar effect, as applicable, arising out of Buyer's sale of such Products. Buyer shall do everything necessary to assist Explore in registering its interest in and title to any such Products. Buyer grants Explore the authority to execute and file such financing statements, continuation statements and other documents reflecting the ownership of the Products by Explore and Buyer will cooperate with Explore's reasonable requests for information and documentation that Explore deems necessary to protect, preserve, perfect, and/or prioritize its security interest. Explore shall retain all lien rights against Buyer and the Products.

4.4 Buyer Default; Remedies.

(a) The occurrence of any of the following events shall constitute a default by Buyer: (i) Buyer's failure to make timely payment of any sum owing to Explore or an Explore Affiliate; (ii) the institution of any proceedings by or against Buyer under any bankruptcy, insolvency or similar law; (iii) the appointment of or application for a receiver for Buyer; (iv) an assignment by Buyer for the benefit of creditors; (v) Buyer's failure to furnish Explore, on Explore's request, with a written representation reaffirming Buyer's solvency (it being understood that the Agreement constitutes a representation by Buyer that Buyer is solvent); (vi) Explore deems itself insecure with respect to performance by Buyer under the Agreement; or (vii) Buyer's breach of any provision of the Agreement.

(b) On Buyer's default, in addition to all other remedies available at law or in equity, Explore may: (i) terminate the Agreement or one or more Orders; (ii) require Buyer to immediately pay for all Products in process, completed or delivered under the Agreement; and/or (iii) commence proceedings for collection, revoke credit, stop shipment, delay or stop future deliveries, enter any premises owned or controlled by Buyer where goods are located to repossess unpaid delivered goods, charge interest on any past due amounts at a rate equal to the lesser of one and one-half percent (1.5%) per month and the maximum rate permitted by applicable federal, provincial or state law from the due date until paid, and/or charge a service charge equal to $30.00 for each check returned by Buyer's bank. In the event Buyer's account or any part thereof is placed in the hands of an attorney, lawyer and/or collection agency for collection, with or without litigation, or for the purpose of enforcing Explore's security interest in the Products, Buyer agrees to pay any and all costs associated with such placement, including without limitation attorneys' and/or lawyers' fees, allocable fees of in-house counsel and other costs incurred in connection therewith. Without limiting the foregoing or any other rights of Explore in the event of Buyer's default, Explore reserves all rights granted to a seller under the United States Uniform Commercial Code and/or the applicable personal property security act or other legislation of similar effect, as applicable, for Buyer's failure to pay for any goods sold or any other default by Buyer. Buyer may not withhold payment of any amounts due and payable as a set-off of any claim or dispute with Explore or any of its Affiliates.

5. Buyer Specifications; Order Changes.

5.1 Buyer Specifications. The Products sold to Buyer shall consist of only those specifically listed in the Order, with only the modifications or revisions thereto, if any, specified in the Order by Explore. Explore shall have no responsibility to furnish any goods, services, equipment, data or materials other than the Products specified in the Order, regardless of any plans or specifications referenced directly or indirectly in Buyer's purchase documents. Products will only be fabricated with modifications or revisions pursuant to any specifications, drawings, information and/or data ("**Buyer Specifications**") supplied to Explore by or at the direction of Buyer to the extent accepted in writing by Explore. Fabrication of any such modified or revised Products is based on Explore's understanding of the applicable Buyer Specifications and Buyer bears the responsibility for any ambiguity in or problems resulting from such Buyer Specifications.

5.2 Change Orders. Once placed, a Buyer order cannot be changed except to the extent provided herein. Buyer shall send any requests for additions, deletions or other revisions to any Order to Explore promptly and in writing clearly referencing the applicable Order. Explore may accept or reject any such revisions in its sole discretion and any such revisions accepted by Explore shall only be effective if reflected in a written document signed by authorized representatives of Buyer and Explore ("**Change Order**"). Such Change Orders shall become a part of the Agreement. Explore shall not be responsible for any delay in fabrication or delivery caused by Change Orders. If any change effected by a Change Order affects the cost or time of performance, the price, payment terms and/or estimated delivery date for the Products shall be adjusted to reflect the effect of such change. Notwithstanding the foregoing: (a) if Explore makes any changes requested by or at the direction of Buyer prior to execution of a Change Order, Explore shall nevertheless be entitled to an equitable adjustment to price, payment terms and estimated delivery date prior to shipment or completion; and (b) no changes agreed by Explore in any Change Order shall be construed to establish any course of dealings between the Parties or in any way affect Explore's right to require strict compliance with the terms of the Agreement in connection with other Orders.

6. Delivery and Shipment; Delay.

6.1 Delivery and Shipment. Explore will ship Products using its carrier of choice in accordance with its standard shipping procedures at the time of shipment unless otherwise requested in writing by Buyer and agreed in writing by Explore. Explore is not responsible to send Products by direct truck line or any other expedited method or routing unless Buyer has specifically requested, and Explore has accepted, the same in writing and Buyer has prepaid for such services. If any shipment mode or routing requested by Buyer imposes an undue burden on Explore, as determined by Explore in its sole discretion, Explore may inform Buyer of the same in writing and require Buyer to arrange for delivery. Buyer is responsible for all costs of shipment and any payment by Explore or freight or other charges shall be for the account of Buyer and shall not extend Explore's delivery obligations. There must be appropriate access to, and adequate room for the delivery truck to turn around and back up at, the delivery location. It is Buyer's responsibility to have someone present at the delivery location to receive and offload the Products at Buyer's expense. If the delivery location is not adequate for delivery for any reason or if delivery is delayed or altered by Buyer or other circumstances beyond Explore's control for any reason, then Buyer shall be responsible for any additional charges in connection therewith.

6.2 Buyer Collection. With Explore's prior written consent, Buyer may make arrangements to collect, or have its carrier collect, Products at a holding yard or other designated collection area. If Buyer or its carrier is collecting the Products from a holding yard or collection area, it is Buyer's responsibility to confirm the loading schedule and that the Products are complete and ready for loading. Buyer and any Buyer Affiliate or Representative used by Buyer for Product pickup shall comply with any and all requirements of Explore in connection therewith. Buyer is responsible for sending suitable vehicles capable of hauling the size and weight of the Products and for providing an appropriate method and materials for securing the Products to the vehicle. Buyer shall bear all responsibility in connection with securing and transporting any Products Buyer or its carrier picks up and Explore shall have no liability in connection therewith, including without limitation liability for damages to or loss of Products, vehicles or other property or persons.

6.3 Delays. Buyer shall be responsible for, and Buyer understands and agrees that prices may be increased to account for, any additional costs and/or delays resulting from any Buyer delays. Without limiting the foregoing, Buyer shall be responsible for all costs associated with any Buyer request for a hold in fabrication or delivery, including without limitation storage, rescheduling and other similar costs resulting from Buyer's hold.

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Neither Explore nor its Affiliates shall have any responsibility or liability whatsoever in connection with any delays, or the consequences thereof, relating to Buyer hold requests. Notwithstanding any other provision of the Agreement to the contrary, any delivery dates or schedules quoted are approximate and based on estimates at the time of quotation. Explore shall use commercially reasonable efforts to meet such schedules, but Explore shall have no liability for any damages resulting from delays or late delivery and Buyer shall have no termination or cancellation right in connection therewith.

7. Title; Risk of Loss; Inspection. Title to Products will not pass from Explore to Buyer until Explore has been paid in full for such Products. Risk of loss with respect to a Product will transfer to Buyer upon the following: (a) if Explore is charging for delivery, upon delivery to the address listed in the Order or to Buyer's customer (whichever occurs first); or (b) if Buyer or its carrier is collecting the Products from a holding yard or other designated collection area, upon loading of such Products onto the vehicle of Buyer or its carrier. The foregoing shall apply notwithstanding any provisions for payment of freight or insurance by Explore or the form or content of any shipping documents. Explore is not responsible for loss or damage to Products that occurs after the risk of loss has passed from Explore. It shall be Buyer's responsibility to insure the Products immediately upon the transfer of the risk of loss to Buyer and Buyer shall ensure that Explore is named as a loss payee on any such insurance for Products that have not yet been paid for in full by Buyer. Any damage or loss claims for deliveries for which Explore has not charged Buyer delivery charges must be made to the applicable carrier. Buyer shall carefully inspect all Products and sign and return appropriate documentation as follows: (a) for Products delivered to Buyer on a delivery vehicle hired or operated by Explore and/or Products delivered by a holding yard, while the Product is still on the delivery vehicle and prior to unloading and (b) for Products collected by Buyer or its carrier from an Explore holding yard or designated collection area, while the Product is still in the holding yard or collection area and prior to loading. Buyer shall note any discrepancy in fulfillment, shortages, or defects on such documentation at the time of delivery or pick-up and promptly notify Explore of the same within five (5) business days. Such notice shall be in writing and contain reasonable detail stating the discrepancies. If no such notation is made and/or such notice is not timely given by Buyer, Buyer agrees that such Products will be deemed irrevocably accepted as complete and in good condition and Buyer shall have no claim in respect thereof, which claims shall be conclusively waived. It is Buyer's responsibility to retain a copy of the documentation noting any discrepancies. In cases where Products are properly noted as non-conforming by Buyer, and such non-conformities are not the direct or indirect result of any acts or omissions of Buyer or its carrier, Affiliates or Representatives (as defined below), Explore will, at its option, repair, replace or refund the purchase price (or a portion thereof) of the relevant non-conforming Product, which shall constitute BUYER'S SOLE AND EXCLUSIVE REMEDY AND THE SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY OF EXPLORE IN CONNECTION WITH NON-CONFORMING PRODUCTS. Defects covered by the Limited Warranty (as defined in Section 10) shall be reported to Explore and addressed as provided in such Limited Warranty. "**Representatives**" of a Party, as used in these Terms and Conditions, means a Party's directors, officers, shareholders, members, managers, employees, agents, consultants, advisers, contractors and subcontractors.

8. Force Majeure. Explore shall have no liability whatsoever for any failures, delays or other non-performance caused by circumstances beyond its reasonable control, whether or not foreseeable (each a "**Force Majeure Event**"), including without limitation strikes, lockouts, labor or industrial disputes or disturbances, fires, floods, inclement weather, pandemics or epidemics, local disease outbreaks, public health crises or emergencies, quarantine restrictions, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, accidents, actions of any governmental authorities, acts of God, war, insurrection or riots, failures or delays of vendors or subcontractors, Buyer's failure to give timely information or approval or any other act or omission of Buyer, or shortages of or delays in labor, energy, fuel, materials, production or manufacturing facilities or transportation. With respect to the COVID-19 pandemic, Buyer acknowledges that future impacts of the outbreak are unknown and shall be considered a Force Majeure Event to the extent that they prevent the performance of any obligations of Explore under the Agreement or make such performance commercially impractical.

9. Buyer Representations and Warranties. Buyer represents, warrants and covenants to Explore that each of the following statements is true and accurate, will remain true and accurate so long as the Agreement remains in effect, and shall be promptly supplemented to reflect any changes:

(a) Buyer possesses the necessary power and authority and has secured the requisite approvals to enter into the Agreement and to carry out its obligations thereunder;

(b) Buyer's execution, delivery and/or performance of the Agreement will not (i) violate, conflict with or result in a breach of any law; (ii) permit the acceleration of the maturity of any indebtedness of Buyer or (iii) violate or conflict with any provisions of the certificate or articles of incorporation, charter, bylaws or similar organizational instruments, if any, of Buyer; and

(c) the Agreement, including without limitation these Terms and Conditions, is enforceable against Buyer in accordance with its terms.

10. Limited Warranties; Disclaimer of Implied Warranties and Conditions.

10.1 Limited Warranties. Explore Industries USA, Inc. ("**Manufacturer**") provides the standard limited warranties set forth on the website for the applicable Brand linked or listed on the Explore Site (as applicable, the "**Brand Site**") for its various Products of such Brand (the warranty applicable to the subject Product in each case being referred to herein as the "**Limited Warranty**" and, collectively, the "**Limited Warranties**") to the Retail Purchaser (as defined in the Limited Warranty) of the applicable Product on the terms stated therein. Manufacturer reserves the right to update the Limited Warranties at any time, effective upon posting an updated version of the same to the applicable Brand Site, and the Limited Warranty(ies) in effect at a given time in connection with a Product purchased by Buyer will be as set forth in the version of the same posted on the applicable Brand Site at the time of such purchase. The Limited Warranties are hereby incorporated herein by reference and made a part hereof for all purposes as if fully set forth herein. **THE REMEDIES SET FORTH IN THE LIMITED WARRANTY CONSTITUTE BUYER'S SOLE AND EXCLUSIVE REMEDIES**, AND THE SOLE OBLIGATION AND LIABILITY OF EXPLORE AND THE OTHER INDEMNITEES (AS DEFINED IN SECTION 12) FOR BREACH OF WARRANTY OR BREACH OF ANY OTHER COVENANT, "DUTY" OR OBLIGATION ON THE PART OF EXPLORE OR ANY OTHER INDEMNITEE.

10.2 Disclaimer of Implied Warranties and Conditions. OTHER THAN THE EXPRESS LIMITED WARRANTIES, NEITHER EXPLORE NOR ANY OTHER INDEMNITEE MAKES ANY WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR ANY RELATED SERVICE, ADVICE OR CONSULTATION OR WITH RESPECT TO ANY EXPLORE IP (AS DEFINED IN SECTION 14.1). **IMPLIED WARRANTIES AND CONDITIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THE LIMITED WARRANTY OR CONDITION FOR PRODUCTS COVERED THEREBY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER. ALL IMPLIED WARRANTIES AND CONDITIONS, WHETHER STATUTORY OR OTHERWISE, ON PRODUCTS OR SALES NOT COVERED BY THE LIMITED WARRANTY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, NON-INFRINGEMENT AND TITLE, ARE HEREBY EXPRESSLY DISCLAIMED BY EXPLORE AND ITS AFFILIATES AND WAIVED TO THE FULLEST EXTENT ALLOWED BY LAW AND WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.** ANY PRODUCTS NOT COVERED BY THE LIMITED WARRANTY, ANY SERVICE, ADVICE OR CONSULTATION, AND ANY EXPLORE IP ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTY OR CONDITION OF ANY KIND, AND ANY WARRANTIES AND CONDITIONS IN CONNECTION THEREWITH IMPLIED BY ANY COURSE OF DEALING OR USAGE ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

11. Returns; Cancellations. No returns, exchanges or credits are permitted unless otherwise agreed in writing by Explore in its sole discretion. To the fullest extent permitted by applicable law, any Product that has been delivered to Buyer may only be returned to Explore if it is, subject to compliance with Section 7, defective or damaged in some way or subject to a recall issued by Explore and provided that any defect, damage or recall is not, to any extent, the direct or indirect result of any act, omission or thing done, or permitted to be done, by Buyer or Buyer's Affiliates or Representatives or any breach of the Agreement by Buyer or Buyer's Affiliates or Representatives. Buyer may not cancel an order except with the prior written consent of Explore, which consent shall be in Explore's sole discretion. If Buyer cancels an order, Buyer shall nevertheless be responsible for payment in full of the purchase price unless otherwise agreed in writing by Explore.

12. Limitations of Liability; No Recourse Against Nonparties; Indemnification.

12.1 Limitations of Liability.

(a) ***IN NO EVENT SHALL EXPLORE OR ANY OTHER INDEMNITEE (AS DEFINED BELOW) HAVE ANY LIABILITY TO BUYER OR ITS AFFILIATES OR REPRESENTATIVES IN ANY ACTION ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY PRODUCT, REPAIR OR REPLACEMENT, INCLUDING WITHOUT LIMITATION ANY ACTION BASED UPON WARRANTY (INCLUDING BREACH OF THE LIMITED WARRANTY), CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, FOR***

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ANY INSTALLATION, REINSTALLATION OR REMOVAL COSTS, LOSS OF USE, INCONVENIENCE, INTERRUPTION OF BUSINESS, DOWNTIME, TRAVEL, LODGING, TRANSPORTATION COSTS, WATER LOSS, DAMAGE TO ANIMALS OR PROPERTY (INCLUDING WITHOUT LIMITATION DAMAGE TO STONE, TILE, COPING, FIXTURES, PLUMBING, DRAINS, SKIMMERS OR SKIMMER COVERS, LANDSCAPING, PLANTS OR DWELLINGS), OR LOST REVENUES, PROFITS, BUSINESS OPPORTUNITIES OR SIMILAR LOSS OR EXPENSE INCURRED BY BUYER OR ANY THIRD PARTY, OR OTHER INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, WHETHER OR NOT EXPLORE OR ANY OTHER INDEMNITEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND EVEN THOUGH CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL FAULT OF EXPLORE OR ANY OTHER INDEMNITEE. IN CONNECTION WITH THE LIMITED WARRANTIES, SOME STATES OR PROVINCES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO THE RETAIL PURCHASER WITH RESPECT TO THE LIMITED WARRANTIES.

(b) IN NO EVENT SHALL EXPLORE OR ANY OTHER INDEMNITEE BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, RESULTING FROM DELAYS IN PERFORMING ANY OBLIGATIONS UNDER THE AGREEMENT, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. IF EXPLORE IS ULTIMATELY UNABLE TO DELIVER A PRODUCT ORDERED UNDER THE AGREEMENT, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE TO RECEIVE A REFUND OF ANY AMOUNTS PAID TO EXPLORE FOR SUCH PRODUCT. DELIVERY DELAYS SHALL NOT BE DEEMED AN INABILITY TO DELIVER.

(c) Buyer acknowledges and agrees that INSTALLING CONTRACTORS, INCLUDING THOSE THAT ARE EXPLORE DEALERS, ARE INDEPENDENTLY OWNED AND OPERATED THIRD-PARTY BUSINESSES AND ARE NOT OWNERS OR AGENTS (IN FACT OR LAW) OF EXPLORE. NEITHER EXPLORE NOR ANY OTHER INDEMNITEE SHALL BE RESPONSIBLE OR LIABLE FOR ANY ACTS OR OMISSIONS OF INSTALLING CONTRACTORS, INCLUDING THOSE THAT ARE EXPLORE DEALERS, OR ANY DAMAGES RESULTING FROM THOSE ACTS OR OMISSIONS.

(d) Subject to the provisions of this Section 12, and the additional limitations contained in these Terms and Conditions and the Limited Warranties, NO LIABILITY WHATSOEVER SHALL ATTACH TO EXPLORE AND THE OTHER INDEMNITEES UNTIL EXPLORE HAS BEEN PAID IN FULL FOR THE PRODUCT(S) AT ISSUE, AND THE TOTAL LIABILITY OF EXPLORE AND THE OTHER INDEMNITEES ON ANY BASIS, INCLUDING WITHOUT LIMITATION NEGLIGENCE, STRICT LIABILITY, TORT, CONTRACT, STATUTE OR OTHERWISE, IN RESPECT OF ANY LOSS SUFFERED OR INCURRED BY BUYER, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES OR INVITEES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR A PRODUCT SOLD HEREUNDER SHALL NOT EXCEED THE AMOUNT OF THE TOTAL PURCHASE PRICE (AS DEFINED BELOW) PAID TO EXPLORE FOR THE APPLICABLE PRODUCT(S). THIS LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL EXPENDITURES OF EXPLORE AND THE OTHER INDEMNITEES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. BUYER HEREBY RELEASES EXPLORE AND THE OTHER INDEMNITEES FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. AS USED HEREIN, THE "**PURCHASE PRICE**" MEANS ONLY THAT AMOUNT PAID TO EXPLORE (BEING EITHER THE WHOLESALE PRICE PAID BY A DEALER OF EXPLORE PRODUCTS OR THE RETAIL PRICE PAID BY A RETAIL BUYER, AS APPLICABLE) FOR THE APPLICABLE PRODUCT ITSELF AND NO OTHER RELATED PRODUCTS, COSTS, EQUIPMENT OR OTHER WORK OR ASSOCIATED PROJECT COSTS.

(e) UNDER NO CIRCUMSTANCES SHALL A PARTY'S LIABILITY HEREUNDER EXTEND TO ANY PORTION OF ANY CLAIM THAT ARISES FROM, OR IS CAUSED IN WHOLE OR IN PART BY, AN ACT OR OMISSION OF THE OTHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE REPRESENTATIVES. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, EXPLORE AND THE OTHER INDEMNITEES SHALL HAVE NO LIABILITY FOR ANY LOSS OR DAMAGES INCURRED BY BUYER ARISING OUT OF OR RELATING TO (i) BUYER OR ANY OF ITS AFFILIATES' OR REPRESENTATIVES' IMPROPER OR UNAUTHORIZED USE, HANDLING, MAINTENANCE OR INSTALLATION OF THE PRODUCTS, TRANSPORTING OR LOADING/UNLOADING OF ANY PRODUCTS, OR ANY IMPROPER USE OR DISCLOSURE OF ANY EXPLORE IP; OR (ii) ANY INFORMATION, DATA OR SPECIFICATIONS SUPPLIED BY OR AT THE DIRECTION OF BUYER, ITS AFFILIATES OR REPRESENTATIVES, OR ANY MODIFICATION OR ALTERATION OF A PRODUCT BY OR ON BEHALF OF BUYER OR ITS AFFILIATES OR REPRESENTATIVES WITHOUT EXPLORE'S PRIOR WRITTEN CONSENT.

12.2 No Recourse Against Nonparties.

(a) The Agreement may only be enforced against, and any action, suit, claim, liabilities, obligations, investigation or proceeding (whether in contract or tort, at law or in equity, or granted by statute) based upon, arising under or out of or related in any manner to the Agreement or the negotiation, execution, performance or breach thereof (including any representation, warranty or condition made in, in connection with, or as an inducement to, the Agreement) ("**Claims**") may only be brought against (and are those solely of) the persons or entities defined herein as the Parties to the subject Agreement (for purposes of this Section 12.2, the "**Contracting Parties**").

(b) No person or entity who is not a Contracting Party, including without limitation any direct or indirect parent, subsidiary or other affiliate of Explore or any past, present or future equity owner, director, officer, manager, employee, incorporator, Affiliate, agent, attorney, lawyer or representative of, or any financial advisor or lender to, a Contracting Party or any of the foregoing (each a "**Nonparty**" and, collectively, the "**Nonparties**"), shall have any liability on any basis (whether in contract or tort, at law or in equity, granted by statute, or otherwise) for any Claims and, to the maximum extent permitted by the governing law of the Agreement, each Contracting Party hereby waives and releases all such Claims against any such Nonparties.

(c) Without limiting any of the foregoing, to the maximum extent permitted by the governing law of the Agreement, each Contracting Party hereby: (i) waives and releases any and all rights, claims, demands or causes of action that may otherwise be available at law or in equity to avoid or disregard the entity form of a Contracting Party or otherwise impose liability of a Contracting Party on any Nonparty, whether granted by statute or based on theories of equity, agency, control, instrumentality, alter ego, domination, sham, single business enterprise, piercing the veil, unfairness, undercapitalization or otherwise; and (ii) disclaims any reliance upon any Nonparty with respect to the performance of the Agreement or any representation, warranty or condition made in, in connection with, or as an inducement to the Agreement.

(d) The Parties acknowledge and agree that the waivers and releases herein are part of the consideration for the Agreement.

12.3 Indemnification. Buyer shall indemnify, defend and otherwise hold Explore, its Affiliates, and their respective officers, directors, managers, members, shareholders, unitholders, employees, subsidiaries, agents, attorneys and/or lawyers, insurers, successors and assigns (each an "**Indemnitee**" and collectively, the "**Indemnitees**") harmless from and against any and all liability, loss, claims, suits, damages, causes of action and costs, including without limitation reasonable attorney's and/or lawyer's fees, allocable fees of in-house counsel, consulting and expert witness fees, costs and expenses, arising directly or indirectly from, related to or incurred in connection with the following: (a) Buyer or any third party's information, designs or specifications, or any item originally supplied by Explore that is modified or altered in any manner by or at the direction of Buyer, its Affiliates or their respective Representatives; (b) the installation, placement, use, handling, care, repair, maintenance, operation or alteration of Products or any unauthorized use or disclosure of any Explore IP by Buyer, its Affiliates or their respective Representatives; (c) Buyer's breach of any of its obligations under the Agreement; (d) any omission or willful, unlawful, fraudulent, negligent or tortious act of Buyer or Buyer's Affiliates or Representatives; (e) the collection, securing, transporting, loading and unloading, if any, of Products by Buyer, its carrier or any other third party; and/or (f) Buyer's failure to comply with any published Explore guidelines, specifications or instructions with respect to Product safety, operation and/or maintenance. Without limiting the foregoing, the indemnification obligations in this Section apply regardless of whether the liability, loss, claim, suit, damages or cause of action arises out of or is related to personal injury, death, property damage, Product defects or the gross negligence of Buyer, Buyer's Affiliates or Representatives or any third party. The obligations of this Section shall be enforceable as between the Parties without regard to the terms of any duty a Party may owe to any third parties. Each indemnity in these Terms and Conditions is a continuing obligation, separate and

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independent from other Buyer obligations, and it is not necessary for an expense to be incurred or any payment to be made by an Indemnitee before enforcing an indemnity right provided herein. Buyer shall pay on demand any amount for which Buyer is liable under an indemnity herein.

6 12.4 Reliance; Survival. The Parties acknowledge that each of them relied upon the inclusion of the limitations and indemnities in this Section 12 in consideration of entering into the Agreement. The provisions of this Section 12 shall survive any termination or expiration of the Agreement.

13. Design Changes; No License. Manufacturer (as defined in Section 10) reserves the right to alter, modify or redesign its products without any obligation on the part of Explore to replace previous shipments to Buyer. The sale of Products shall not itself confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Explore or its Affiliates or suppliers, it being specifically understood and agreed that all such rights are reserved to Explore and its Affiliates and suppliers. Without limiting the foregoing, Buyer will not use any trademark or trade name of Explore or its Affiliates in connection with any of the Products or otherwise without Explore's prior written consent.

14. Explore Intellectual Property and Confidential Information.

14.1 General. Buyer acknowledges and agrees that: (a) Explore or its applicable Affiliate is the owner, assignee or licensee of all Confidential Information and various Intellectual Property Rights related thereto (such Confidential Information and Intellectual Property Rights being collectively referred to herein as the "**Explore IP**"); and (b) Buyer will not have or acquire any rights in or to the Explore IP. "**Intellectual Property Rights**" means patents, trademarks, service marks, including phone numbers, trade names, Internet domain names, manuals, proprietary business methods, rights in designs, copyrights, including rights in computer software databases, and rights in know-how, utility models, and other intellectual property rights, in each case whether registered or unregistered and including any applications for the grant of any such rights and all rights and forms of protection having an equivalent or similar effect anywhere in the world.

14.2 Confidentiality.

(a) "**Confidential Information,**" as used herein, means all information whether now in existence or hereafter developed, regardless of its form or the medium in which it is stored, that is treated by Explore or its Affiliates or suppliers as confidential or is not generally known by third parties without reasonable restriction and that is disclosed to Buyer by or on behalf of Explore. Without limiting the foregoing, Confidential Information also includes, whether or not marked or designated as confidential: (i) all information with respect to the intellectual property and technology of Explore and its Affiliates, including without limitation any formulations, designs, tools, dies, patterns, molds and other items involved in production of the Products and any technical advice and testing results with respect to the Products; (ii) all drawings, designs, inventions, ideas, concepts, discoveries, product information, prototypes, research and development, specifications and formulas of Explore and its Affiliates and all services, processes, methods, procedures, templates, algorithms, formulae, test results and other confidential information related thereto; (iii) any information related to customers, suppliers, business partners or service providers of Explore and/or its Affiliates; (iv) the existence and content of the Agreement, including without limitation the Order(s); (v) information disclosed to Buyer by third parties on behalf of Explore; (vi) all documents or information related to Explore or its Affiliates' pricing, costs, profit or margin information, employee skills, salaries, finances, financial statements, customer lists, consulting practices, marketing strategies and plans, future business plans and other confidential information related thereto; and (vii) all Intellectual Property Rights related to the foregoing. Confidential Information does not include information that: (i) is or becomes, through no fault or breach of Buyer, generally and publicly available and in the public domain; (ii) was available to Buyer on a non-confidential basis as shown in written records prior to Explore's disclosure to Buyer; or (iii) becomes available to Buyer on a non-confidential basis from a source other than Explore, provided that such source is not bound by a confidentiality agreement and is not otherwise prohibited from transferring the information to Buyer by a contractual, legal or fiduciary obligation. The existence of a copyright notice on any Confidential Information will not cause, or be construed as causing, such Confidential Information to be a published copyrighted work or to be publicly known or in the public domain. The public availability of one or more constituent pieces of information shall not negate the confidential nature of information that is not generally known in the aggregate. The burden of showing that any Explore IP is not subject to the obligations of this Section 14 shall rest on Buyer.

(b) Buyer may use Confidential Information solely in connection with discussions or negotiations regarding Buyer's purchase of Products and as necessary in connection with Buyer's proper use, installation and maintenance of the Products (the "**Authorized Purpose**"), and Buyer shall not use Confidential Information for any other purpose without Explore's prior written consent. Buyer shall maintain all Confidential Information in strict confidence and shall treat it with not less than the same degree of care and confidentiality with which Buyer treats its own confidential information, but in no event less than reasonable care. Buyer shall not disclose any Confidential Information directly or indirectly to any third party without the prior written consent of Explore. Buyer may only make copies of Confidential Information in connection with the Authorized Purpose and Buyer agrees to reproduce and include any proprietary, patent, trademark and copyright legends and notices, in the same manner in which such notices were set forth in or on the originals, on any copies of Confidential Information. Buyer shall ensure that each employee, agent or advisor who has access to any Confidential Information is bound by obligations of confidentiality with respect to such Confidential Information at least equivalent to those obligations set forth in this Section 14 prior to any disclosure of Confidential Information to such employee, agent or advisor. Buyer shall be responsible for any use or disclosure of Confidential Information in violation of the Agreement by any of its employees, agents or advisors who have access to or are otherwise provided Confidential Information.

(c) Buyer agrees that Buyer shall not use or employ any Confidential Information in any way that would be harmful to or against the best interests of Explore or its Affiliates. Without limiting the foregoing, Buyer further agrees and warrants that it shall not (i) modify or create derivative works (as such term is used in United States copyright laws) of any Confidential Information, or reverse engineer, disassemble, or decompile any Confidential Information or tangible objects that embody Confidential Information; (ii) directly or indirectly in any capacity, use or permit any of its Affiliates or Representatives to use any Confidential Information other than for the Authorized Purpose, including, without limitation, any use of Confidential Information to engage in the development, marketing, sale or distribution of fiberglass swimming pools, spas, tanning ledges, water features or related parts or equipment; or (iii) use any Confidential Information for the benefit of any third party engaged in the development, marketing, sale or distribution of fiberglass swimming pools, spas, tanning ledges, water features or related parts or equipment.

(d) Buyer agrees to notify Explore immediately upon discovery of any unauthorized use, copying, dissemination or disclosure of Confidential Information. Buyer shall assist Explore in identifying any use, copying, dissemination or disclosure of any Confidential Information by any current or former employee or agent of Buyer in any manner other than as expressly permitted in the Agreement, and Buyer shall cooperate with Explore to help Explore regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

(e) If Buyer becomes obligated under court order or other applicable legal requirement to disclose any Confidential Information, Buyer may disclose such Confidential Information only to the extent required by court order or legal requirement, provided Buyer shall give Explore prompt written notice of such requirement as soon as possible prior to such disclosure and shall provide Explore with assistance in obtaining an order protecting the information from disclosure. If, in the absence of a protective order, Buyer is compelled by court order or other applicable legal requirement to disclose such Confidential Information, Buyer may disclose only that limited portion of such Confidential Information as required to comply with the court order or legal requirement.

(f) Buyer acknowledges that the unauthorized disclosure, dissemination, copying or use of any Confidential Information by Buyer will cause irreparable harm and significant injury to Explore, which may be difficult to measure with certainty or to compensate through monetary damages. Buyer agrees that Explore therefore shall be entitled in such event to obtain a temporary restraining order, temporary injunction, and/or a permanent injunction, without the necessity of a bond, against such breach from any court of competent jurisdiction. Explore's right to obtain such relief shall not limit its right to obtain other remedies.

(g) Upon the earlier of Explore's request or the completion of the Authorized Purpose, Buyer shall promptly return or destroy all originals, copies, and any and all other tangible embodiments of Confidential Information and discontinue all further use thereof. Buyer shall promptly certify in writing to Explore that such action has been taken.

(h) To the extent that Buyer receives any Confidential Information hereunder that Explore has received from suppliers, business partners or other third parties, Buyer agrees to comply with the terms of any agreement(s) between Explore and such third parties governing the use or disclosure of such information.

14.3 Ownership; No License. Explore shall retain sole and exclusive ownership of all right, title, and interest in and to all Explore IP. Buyer's limited right to use the Confidential Information for the Authorized Purpose is revocable and not coupled with an interest in any Confidential Information. No license by implication, estoppel, or otherwise under any patent, copyright, trade secret, trademark, or other Intellectual Property Right is granted by Explore to Buyer.

14.4 Other Prohibitions; Work for Hire. Buyer acknowledges and agrees that: (a) neither Buyer nor any Affiliate, agent, contractor or Representative of Buyer shall in any way copy, duplicate, reverse engineer, adjust, alter, deface, remove, cover up or mutilate in any manner any Explore IP; and (b) no work performed by Explore or any Explore Affiliate in connection with the Agreement shall be considered a "Work for Hire" and, for purposes of 17 U.S. Code Section 201(b), Explore owns all rights comprised in any

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copyright obtained or obtainable by Explore, provided that this Section shall not give Explore any rights with respect to pre-existing works owned and provided by Buyer to Explore pursuant to the Agreement.

14.5 Conflicts; Survival. To the extent the provisions of this Section 14 conflict with the provisions of any separate confidentiality or nondisclosure agreement between the Parties (other than the confidentiality provisions in any dealer agreement between the Parties, which shall control in the event of a conflict and the additional provisions of which shall apply if Buyer is an Explore dealer), the provisions of this Section 14 shall control as to the subject matter of the Agreement and the Confidential Information provided thereunder. The provisions of this Section 14 shall survive any termination or expiration of the Agreement.

15. No Back Charges. No claim by Buyer for back charges will be honored by Explore for any reason.

16. Compliance with Laws. Buyer represents and warrants to Explore that it will comply with all foreign, federal, provincial, state and local laws, codes, rules, regulations, ordinances and decrees of governmental and/or regulatory authorities applicable to the Parties or the Products, including without limitation any applicable anti-corruption laws and regulations such as the United States Foreign Corrupt Practices Act, Canada Correction of Foreign Public Officials Act, United Kingdom Bribery Act and such other similar anti-corruption laws as may apply. Buyer further represents, warrants and certifies that: (a) no Products will be sold, exported, reexported, transferred, rented, leased, consigned, diverted or otherwise disposed of by Buyer, its Affiliates or Representatives in violation of any applicable export or import laws, rules or regulations, including without limitation the United States International Traffic in Arms Regulations, the United States Export Administration Regulations, the provisions of the Chemical Weapons Convention, any applicable United States sanctions and embargoes administered by the United States Department of Treasury and/or any other applicable laws or regulations; (b) Buyer will comply with all applicable export and import licenses and their provisos; and (c) Buyer will not, directly or indirectly sell, export, reexport, transfer, rent, lease, consign, divert or otherwise dispose of any Products to, via or for the use by or benefit of any person, entity, or country (including any territory(ies) of such country and/or territorial waters or other areas over which such country asserts jurisdiction or economic rights) or for any activity or use prohibited by or subject to sanctions under the laws or regulations of the United States or other applicable jurisdiction, without obtaining prior authorization from the competent governmental authorities as required by those laws and regulations. Buyer acknowledges and agrees that: (a) Explore shall not be obligated to take any action that Explore believes in good faith would cause it to be in violation of any laws, codes, regulations, rules, ordinances, decrees or directives applicable to Explore, any Products or Buyer; and (b) if Explore believes in good faith that Buyer has breached any provision of this Section 16, Explore may, in its sole discretion, immediately cancel or terminate the Agreement, any document forming a part of the Agreement, and/or any Order on notice to Buyer and BUYER SHALL INDEMNIFY, DEFEND AND HOLD EXPLORE AND ITS AFFILIATES HARMLESS FROM AND AGAINST ANY CLAIMS, LOSSES AND/OR DAMAGES INCURRED IN CONNECTION WITH, ARISING OUT OF OR RELATED TO SUCH BREACH BY BUYER AND/OR EXPLORE'S CANCELLATION OR TERMINATION OF THE AGREEMENT, ANY PORTION THEREOF, OR ANY ORDER.

17. Arbitration; No Class Actions; Jury Waiver.

17.1 Arbitration. Except to the extent expressly prohibited by provisions of applicable federal, provincial or state law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other governing law, and subject to the provisions of this Section 17 and the provisions of Section 18 below, ANY AND ALL CLAIMS (AS DEFINED IN SECTION 12.2) SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE AUTHORITY OF THE FEDERAL ARBITRATION ACT (UNITED STATES) OR THE TENNESSEE UNIFORM ARBITRATION ACT, AS APPLICABLE, AND SHALL BE DETERMINED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION PURSUANT TO ITS THEN-CURRENT COMMERCIAL ARBITRATION RULES AND PROCEDURES. The arbitration shall take place in Knoxville, Knox County, Tennessee or, if Explore has relocated its principal place of business from Knoxville, Tennessee, then in the city where Explore's principal place of business is located at the time the action is initiated. The arbitrator must follow the law, and may not disregard the express terms of the Agreement, including without limitation the Parties' choice of law in Section 18, and may not assess punitive or exemplary damages against Explore or its Affiliates or make any award that extends, modifies or suspends any lawful term of the Agreement or any reasonable standard of business performance set by Explore. A judgment may be entered upon the arbitration award by any federal, provincial or state court in the state or province where a Party maintains its principal place of business at the time the action is initiated. Notwithstanding the foregoing, the arbitration requirements of this Section shall not apply to (a) enforcement of the provisions of Section 14 (Explore Intellectual Property and Confidential Information), with respect to which Explore expressly reserves the right to petition a court directly for injunctive and other equitable relief, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to Explore and money damages will not provide an adequate remedy; (b) any action for declaratory or equitable relief, including without limitation injunctive relief, brought at any time, including without limitation prior to or during the pendency of any arbitration proceedings initiated hereunder; or (c) at Explore's option, an action to collect amounts due and payable by Buyer under the Agreement.

17.2 No Class Actions. Except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other governing law, THE PARTIES AGREE THAT EACH MAY BRING CLAIMS (AS DEFINED IN SECTION 12.2) AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT IN A PRIVATE ATTORNEY GENERAL CAPACITY OR AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION, AND NO PARTY WILL SEEK TO COORDINATE OR CONSOLIDATE ANY CLAIMS HEREUNDER WITH ANY OTHER PROCEEDING. Unless the Parties agree in writing, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

17.3 JURY WAIVER. SUBJECT TO THE FOREGOING ARBITRATION REQUIREMENTS, AND WITHOUT LIMITING OR WAIVING THE SAME, EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS HAD AN OPPORTUNITY TO CONSULT WITH COMPETENT LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE PERTAINING TO OR RELATING IN ANY WAY TO THE AGREEMENT OR THE PRODUCTS (INCLUDING WITHOUT LIMITATION ANY CLAIMS), THE PROVISIONS OF ANY FEDERAL, PROVINCIAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE THAT CAN BE WAIVED BY CONTRACT NOTWITHSTANDING. SOME STATES OR PROVINCES DO NOT PERMIT THE WAIVER OF A JURY TRIAL, SO THIS PROVISION MAY NOT APPLY TO BUYER.

18. Governing Law, Jurisdiction and Venue; Commencement of Action. Except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other governing law: (a) the Agreement, the rights of the Parties, and all Claims (as defined in Section 12.2) shall be governed by and construed in accordance with the internal laws of the State of Tennessee without giving effect to principles of conflict of law and the arbitration provision in the Agreement shall be governed by the Federal Arbitration Act (United States); and (b) subject to (and without limiting or waiving) the provisions of Section 17 above, the Parties irrevocably agree to submit to the exclusive jurisdiction of the state or federal courts located in Knoxville, Knox County, Tennessee or, to the extent Explore's principal place of business is at any time relocated outside Knoxville, Tennessee, then in the city and county in which Explore's principal place of business is located at the time the action is initiated, for the resolution of any Claims. If Buyer is located in Louisiana, Buyer hereby waives redress under Section 9:2779 of the Louisiana Revised Statutes, if applicable, as it relates to the forum and choice of law for any orders. Any Claims (as defined in Section 12.2) must be commenced by Buyer within eighteen (18) months from the date of delivery of the subject Products.

19. No Inducement; Non-Reliance. Buyer acknowledges and agrees that: (a) Buyer has not been induced to purchase any Products or enter into the Agreement by any representation, warranty or condition not expressly set forth in the Agreement; (b) neither Explore nor any Explore Affiliate or Representative is making or has made any representation, warranty or condition, expressed or implied, at law or in equity, in respect of the Products, Explore or the business or operations of Explore and its Affiliates, or any other matter or thing whatsoever that is not expressly set forth in the Agreement; (c) no Representative of Explore or its Affiliates has any authority, express or implied, to make any representation, warranty, condition or agreement not specifically set forth in the Agreement and Buyer is not relying upon and has not relied upon any such other representation, warranty, condition or agreement; and (d) Buyer's purchase of Products is subject only to the specific representations, warranties and conditions expressly set forth in the Agreement, as limited by the specifically listed and bargained-for exclusive remedies.

20. Buyer Exclusive Remedies. Except to the extent expressly prohibited by provisions of applicable law that cannot be waived by contract, Buyer's sole and exclusive remedies for any Claims shall be those remedies available at law or in equity for breach of contract only (as such contractual remedies have been further limited or excluded pursuant to the express terms of the Agreement, including without limitation the Limited Warranties), and Buyer hereby agrees that Buyer shall have no remedy or cause of action (whether in contract or tort or granted by statute) for any statements,

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communications, disclosures, failures to disclose, representations or warranties not set forth in the Agreement.

21. Miscellaneous.

21.1 Notices. Except to the extent otherwise provided in a dealer agreement between the Parties, any notices hereunder shall be given as provided herein, shall be in writing and in the English language and shall be delivered by hand, sent by certified or registered mail (postage prepaid, return receipt requested) or reputable overnight express delivery service or, to the extent delivery is acknowledged by a confirmation of receipt, sent by email, and shall be deemed given upon personal delivery, three (3) business days after deposit in the mail, the next day after deposit with an overnight express delivery service or upon acknowledgment of receipt of email transmission. Unless otherwise notified in writing by a Party in accordance with this Section, notices shall be sent to Buyer to the physical or email address listed on the Order and to Explore as follows: Explore Industries USA, Inc., 2901 Leisure Island Way, Knoxville, TN 37914, david.pain@exploreindustries.com, with an additional copy of any notices of a legal nature to be sent by Buyer to Explore by email to the attention of "General Counsel" at jason.smith@exploreindustries.com and angie.patrick@exploreindustries.com.

21.2 Severability; Reformation. If, but only to the extent that, any provision of the Agreement is declared or found to be illegal, unenforceable or void under provisions of applicable law that cannot be waived by contract and that are necessarily applicable notwithstanding a contractual choice of other law, then both Parties shall be relieved of all obligations arising under such provision, provided that (a) the remainder of the Agreement not affected by such provision shall be enforced to the fullest extent permitted by law; (b) it is the specific intent and request of the Parties that the court, arbitrator or other adjudicative body called upon to interpret or enforce the Agreement modify such provision to the minimum extent necessary so as to render it legal and enforceable while preserving the intent of the Parties; and (c) if such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor.

21.3 Attorney's and/or Lawyer's Fees. Without limiting or waiving the provisions of Section 17, if a Party brings an action for relief against the other, declaratory or otherwise, the prevailing Party shall be entitled to recover reasonable legal fees (including without limitation attorney's and/or lawyer's fees, allocable fees of in-house counsel and expert witness fees) and expenses (including without limitation arbitration expenses) in such action in addition to any other recovery to which the prevailing Party is entitled.

21.4 No Waiver. Neither the failure nor any delay to exercise or enforce a right, remedy or privilege under the Agreement shall preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, remedy or privilege, nor shall any single or partial exercise of a right, remedy or privilege preclude any further exercise of the same. A waiver or consent is only effective and binding if in writing. No waiver of a breach of a term of the Agreement shall operate as a waiver of any other or further breach of that term or a breach of any other term of the Agreement.

21.5 Construction; Interpretation; Headings. The Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against the other Party. Any reference to $ or dollar(s) herein is to United States Dollars. If Explore reserves discretion or agrees to exercise its rights reasonably or in good faith, these obligations will be met by exercising reasonable business judgment in making the decision or exercising the rights. Decisions or actions will be deemed to be the result of reasonable business judgment if they are intended to promote or benefit the Explore system generally (including without limitation by enhancing the value of the Marks or improving customer service, products, uniformity or Explore's competitive position) even if the decision or action also promotes Explore's financial or other individual interest and even if other reasonable or even preferable alternatives are available.

21.6 Independent Relationship. The Parties understand and agree that they are not partners, joint venturers, or agents of one another and that nothing herein authorizes them to make any contract, agreement, warranty or representation on the other's behalf, or to incur any debt or other obligation of any kind, expressed or implied, in the other's name or on the other's behalf.

21.7 Assignment; Successors and Assigns; Subcontracting. The Agreement may not be assigned by Buyer, in whole or in part, by operation of law or otherwise without the prior written consent of Explore in its sole and absolute discretion. Any purported assignment without such consent shall be void and unenforceable. The Agreement shall bind and inure to the benefit of the Parties and their successors and permitted assigns. Notwithstanding anything to the contrary in the Agreement, Explore may assign any document forming a part of the Agreement without notice or Buyer's consent and such assignment shall become immediately effective without the necessity of amending such document or any other or further action by the Parties. Any purchaser of Explore or of all or substantially all of its assets shall be entitled to the benefits of any document forming a part of the Agreement, whether or not the Agreement is assigned to such purchaser.

21.8 No Third-Party Beneficiaries. Except for (a) the Parties' successors and permitted assigns as and to the extent provided in Section 21.7, (b) the Nonparties as and to the extent provided in Section 12.2 and (c) the Indemnitees (as defined in Section 12.3), the Agreement shall not confer any rights on any persons or entities not a party thereto, and no other person or entity shall be considered a third party beneficiary of the Agreement.

21.9 Buyer Consent Regarding Personal Information. To the extent permitted by applicable law, Buyer hereby consents to the following with respect to any Buyer Personal Information Buyer provides to Explore: (a) disclosure of such Personal Information by Explore to any Affiliate, third parties from which Explore acquires the Products and any other third parties reasonably requested by Explore to be included; and (b) use of such Personal Information by the entities and third parties listed in subsection (a) in carrying out any obligations of Explore under the Agreement and for marketing and sales purposes. Buyer understands that such disclosure may be to foreign entities and that Buyer may obtain appropriate contact information for Explore privacy personnel on request. The Explore privacy policy is set forth on the Explore Site. "**Personal Information**" means information defined as "personal information" under any applicable laws, including without limitation any names, addresses or phone numbers in combination with other identifying information relating to an individual, such as dates of birth, or social security numbers, social insurance numbers or other identifying numbers, symbols or other particulars assigned to an individual and any health or medical information relating to an identified or identifiable individual.

21.10 Consent to Explore Use of Photos. If any photos of Buyer's project involving the Products are taken by Explore or its Representatives, Buyer hereby consents to the use, publication and distribution of such photos by Explore and its Affiliates for internal business purposes and for marketing purposes, subject to the consent of the project site property owner if different than Buyer.

21.11 Consent to Receive Electronic Communications. Buyer hereby consents to receive electronic communications from Explore and its Affiliates, including without limitation updates, insights and information on the business, products and services of Explore and its Affiliates, provided that Buyer may opt out of receiving such electronic communications at any time by calling or writing to Explore, or by choosing the unsubscribe option in any Explore electronic communication.

21.12 Non-Disparagement. Buyer agrees that neither Buyer nor anyone acting at or with Buyer's direction or authority shall in any manner, including without limitation on the Internet or in social media, make any disparaging comments about or concerning Explore or its Affiliates. For purposes of this Section, "**disparaging**" means a statement disparaging to business at common law, a false statement of fact or a statement or remark that discredits or detracts from the reputation, business, economic or professional standing of Explore, its Affiliates or the Marks.

21.13 Further Assurances. Buyer covenants and agrees that, subsequent to the execution and delivery of the Agreement and without any additional consideration, Buyer will execute and deliver any further legal instruments and perform any acts that are or may become reasonably necessary to effectuate the Agreement.

21.14 Survival. The provisions of Section 1 (Applicability; Acceptance and Agreement; Conflicts), Section 2 (Entire Agreement; Amendment; Updates), Section 3 (Pricing; Taxes), Section 4 (Payment Terms; Buyer's Credit; Security Interest; Remedies), Section 6.2 (Buyer Collection), Section 6.3 (Delays), Section 7 (Title; Risk of Loss; Inspection), Section 8 (Force Majeure), Section 9 (Buyer Representations and Warranties), Section 10 (Limited Warranties; Disclaimer of Implied Warranties and Conditions), Section 12 (Limitations of Liability; No Recourse Against Nonparties; Indemnification), Section 13 (Design Changes; No License), Section 14 (Explore Intellectual Property and Confidential Information), Section 16 (Compliance with Laws), Section 17 (Arbitration; No Class Actions; Jury Waiver), Section 18 (Governing Law, Jurisdiction and Venue; Commencement of Action), Section 19 (No Inducement; Non-Reliance), Section 20 (Buyer Exclusive Remedies), this Section 21 (Miscellaneous) and any provisions specified as surviving in any other document forming a part of the Agreement, shall survive the termination or expiration of the Agreement for any reason.

21.15 Counterparts; ELECTRONIC SIGNATURES. The Parties agree as follows with respect to any document comprising the Agreement: (a) such document may be signed in counterparts, each of which shall constitute an original and all of which together shall constitute one instrument; (b) facsimile, PDF, electronic and scanned signatures shall be deemed originals and are intended to have the same force and effect as a manual signature; and (c) the person signing such document on behalf of such Party has the right, power and authority to execute the same. Moreover, Buyer acknowledges and agrees that in accessing these Terms and Conditions or any other document comprising the Agreement via or within, without limitation, the Explore Site, any Brand website, or any electronic Explore ordering system or application: (a) by clicking on a button labeled "I Accept" or any similar labels as may be designated to accept such document, Buyer is expressly assenting to the terms of such document electronically, is

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affixing Buyer's legally binding electronic signature and entering into a legally binding contract, and is aware that Explore will rely on such signature and (b) Buyer's electronic submissions constitute Buyer's agreement and intent to be bound thereby. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, including without limitation the United States Electronic Signatures in Global and National Commerce Act (the "**E-Sign Act**") and Uniform Electronic Transactions Act ("**EUTA**") or other similar statutes, BUYER AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED, COMPLETED OR OFFERED BY EXPLORE OR ITS AFFILIATES. Buyer hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction that can be waived by contract that require an original signature or delivery or retention of non-electronic records and agrees to not contest the admissibility or enforceability of the electronically stored copy of these Terms and Conditions or any other document comprising the Agreement.

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EXHIBIT B
to
Elite Dealer Agreement
(United States)

Intermediary Anti-Corruption Compliance Agreement

Intermediary hereby represents and warrants to, and covenants and agrees with, Explore Industries Elite USA, Inc. and its Affiliates ("**Explore**") as set forth below.

For purposes of the following, the term "**Government Official**" means any employee or officer of a foreign or domestic government (including any national, regional or local department, agency or enterprise owned or controlled by a government), any official of a foreign or domestic political party or candidate for political office, any official or employee of a public international organization, or any person acting in an official capacity for or on behalf of such entities. Other capitalized terms not defined herein shall have the meaning assigned to them in the Subject Agreement (as defined below).

1. Public and Commercial Bribery. Intermediary represents and warrants to Explore that neither Intermediary nor any of Intermediary's owners, directors, officers, members, partners, managers, employees, agents, consultants, representatives, business partners or Affiliates, or any other person working or performing services on Intermediary's behalf ("**Associated Persons**") has, and Intermediary covenants and agrees with Explore that none of the foregoing will, in connection with the transactions contemplated by the Agreement to which this document is attached (the "**Subject Agreement**") or any other business transactions involving Explore, offer, authorize, promise or make any payment or transfer of anything of value, directly or indirectly to (a) any Government Official, (b) any third party for payment to any Government Official or (c) any other person or entity to obtain or retain business or an improper advantage for Explore or for any other purpose that would violate any applicable anti-corruption law, including without limitation the U.S. Foreign Corrupt Practices Act (the "**FCPA**") and the Canada Corruption of Foreign Public Officials Act ("**CFPOA**"). Intermediary further covenants and agrees with Explore that neither Intermediary nor any of its Associated Persons will make, in connection with the transactions contemplated by the Subject Agreement or any other business transaction involving Explore, any payments or transfers of anything of value, directly or indirectly, for the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or securing any improper advantage.

2. Understanding of and Compliance with Laws and Regulations. Intermediary represents and warrants to Explore that Intermediary understands the anti-bribery provisions of the FCPA, CFPOA and other applicable laws and regulations prohibiting bribery and/or corruption, including without limitation any laws implementing or in furtherance of the (a) Organization for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, (b) the OAS (Organization of American States) Inter-American Convention Against Corruption and (c) United Nations Convention Against Corruption (collectively, the "**Anti-Corruption Laws**"), and Intermediary covenants and agrees with Explore that it is and will remain in compliance with the Anti-Corruption Laws in connection with Intermediary's performance under the Subject Agreement and any other business transactions involving Explore.

3. Intermediary Procedures to Prevent Corruption/Bribery. Intermediary represents, warrants, covenants and agrees that it has implemented, or will have implemented as of the Effective Date of the Subject Agreement, adequate procedures designed to prevent it and any of its Associated Persons who will be involved in any business or services for Explore under the Subject Agreement from engaging in any activity that would violate any Anti-Corruption Law.

4. Intermediary Certifications. Intermediary agrees that it will, for itself and for each Associated Person who has any direct involvement with any of the management or operations of the business of Intermediary under the Subject Agreement, provide Explore with a certificate of compliance in the form of *Attachment A* attached hereto ("**Certificate of Compliance**") on or before the Effective Date of the Subject Agreement, at least annually thereafter and periodically on the written request of Explore.

5. Continuing Obligation of Intermediary to Advise. Intermediary agrees that it will immediately advise Explore in writing should Intermediary learn or have reason to know of any of the following: (i) any payment, offer, or agreement to make a payment to a Government Official or political party for the purpose of obtaining or retaining business or securing any improper advantage for Explore in connection with the Subject Agreement or otherwise; or (ii) any other

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development during the term of the Subject Agreement that in any way makes inaccurate or incomplete the representations, warranties or certifications of Intermediary herein and/or in the Certificate of Compliance.

6. Intermediary Cooperation. Intermediary will cooperate fully and in good faith with Explore and its Representatives in the event of any actual or potential violation by Intermediary or any Associated Person of any Anti-Corruption Law(s) or any warranty, representation, covenant or agreement contained herein and/or any certification contained in the Certificate of Compliance, including without limitation by providing access for interviews to Intermediary's Representatives.

7. Entertainment and Travel for Government Officials. Intermediary shall provide no business entertainment or travel to Government Officials in connection with Intermediary's performance under the Subject Agreement.

8. No Governmental Ownership or Connection of Intermediary. Intermediary represents and warrants that, other than as disclosed to Explore by Intermediary in the Certificate of Compliance: (a) no ownership or profit sharing interest, direct or indirect, in Intermediary or in the contractual relationship established by the Subject Agreement is held or controlled by or for the benefit of any Government Official or political party; and (b) none of Intermediary's owners, directors, officers, partners, employees, agents or close family members thereof, including without limitation spouses, children, parents and/or siblings, is presently (or has been within the last year) a government official, representative or employee of any political party, holder of public office or a candidate for public office. Intermediary covenants and agrees that it will inform Explore promptly in writing if any such person assumes such a position while at the same time remaining one of Intermediary's Associated Persons.

9. Records Retention; Explore Audit Right. During the term of the Subject Agreement, and for a period of seven (7) years after its expiration or termination, Intermediary will maintain records that accurately and completely document all services performed, all payments received or made (whether in kind or in cash), and all expenditures incurred by Intermediary on behalf of Explore, if any, or otherwise in connection with the performance of the Subject Agreement. In order to verify compliance with the provisions herein, Intermediary agrees that Explore shall have the right from time to time, upon written notice to Intermediary, to audit the books and records of Intermediary to the extent such books and records relate to compliance with the provisions herein in the performance of the Subject Agreement, including without limitation payments made or expenditures incurred thereunder. Intermediary agrees to promptly furnish to Explore any additional information Explore may reasonably request to verify Intermediary's compliance with the provisions hereof.

10. Explore Rights and Intermediary Indemnification Upon Default. In the event that Intermediary breaches any of its representations, warranties, covenants or agreements herein, Explore shall have the right, in its sole discretion and in addition to any other remedies it may have at law or in equity or under the Subject Agreement, to immediately terminate the Subject Agreement, subject to the provisions thereof, in which case any claims for payment by Intermediary with regard to transactions under the Subject Agreement, including without limitation claims for services previously performed, if applicable, shall be automatically terminated and cancelled and all payments by Explore to Intermediary, if any, shall be refunded to Explore by Intermediary. Moreover, Intermediary agrees to defend, indemnify and hold Explore and its Representatives harmless from and against any and all claims, losses or damages arising from or in any way related to any such breach by Intermediary and/or termination of the Subject Agreement by Explore.

11. Explore Disclosure of Intermediary's Retention. Intermediary agrees that full disclosure of information relating to the Subject Agreement, including the compensation provisions therein, if any, may be made at any time and for any reason by Explore to the United States government and its agencies, any applicable foreign government and its agencies, and any other Person that Explore determines has a legitimate need to know such information.

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Attachment A
to
Intermediary Anti-Corruption Compliance Agreement

Anti-Corruption Compliance Certification for Intermediaries

I, [*Name of Undersigned*], am an authorized representative of [*Dealer Company Name*] ("**Intermediary**") and hereby certify to Explore Industries Elite USA, Inc. and its Affiliates ("**Explore**") for and on behalf of Intermediary that neither I, nor to my knowledge any of Intermediary's owners, directors, officers, members, partners, managers, employees, agents, consultants, representatives, business partners or affiliates, or any other person working or performing services on Intermediary's behalf ("**Associated Persons**") has, in connection with the work or business under Intermediary's agreement(s) with Explore or any other business transactions involving Explore, made, agreed to make or will make any offer, promise, payment, loan, gift, donation or transfer of anything of value, directly or indirectly, in cash or in kind, to or for the benefit of any Government Official, family member of any Government Official, faction of any domestic or foreign government subdivision (or any individual elected, appointed or otherwise designated as an employee or officer thereof), private individual or any other person or entity for the purpose of obtaining or retaining business, influencing any decision, obtaining or retaining any benefit or improper advantage for Explore, or for any other purpose that would violate any applicable anti-corruption law, including without limitation the United States Foreign Corrupt Practices Act and the Canada Corruption of Foreign Public Officials Act.

For purposes of this certification, the term "**Government Official**" includes:

- any employee or officer of a foreign or domestic government, including any national, regional or local department, agency or enterprise owned or controlled by a government;
- any official of a foreign or domestic political party or candidate for political office;
- any official or employee of a public international organization; or
- any person acting in an official capacity for or on behalf of such entities.

I further certify for and on behalf of Intermediary that neither I nor any Intermediary Associated Person is or has any family relationship with a Government Official and that no Government Official has any ownership or profit sharing interest, direct or indirect, in Intermediary or, to the extent that such a relationship exists, I have disclosed it in writing to Explore in the space provided below.

I am aware and have been advised that Explore strictly prohibits public or private bribery in any form or context anywhere in the world and I agree for and on behalf of Intermediary to abide by that policy in all dealings or transactions involving Explore.

I agree to immediately advise Explore legal counsel and my Explore contact in writing if: (a) I learn of any of the prohibited activities described above; (b) there are any changes in the ownership or control of Intermediary; (c) Intermediary hires any employee or officer that is or has any family relationship with a Government Official; or (d) there are otherwise any changes or additions to the disclosed relationships listed below.

Disclosed Relationships:

None _____

_____

Executed for and on behalf of Intermediary on the date indicated.

[*DEALER NAME*]

By: _____
(Signature of authorized representative)

Name Printed: _____
Title: _____
Date: _____

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EXHIBIT C

GUARANTY

GUARANTY

THIS GUARANTY (this "**Guaranty**") is executed effective as of the _____ day of _____, 20__, by the undersigned individual(s) (individually, and collectively if more than one, "**Guarantor**") for the benefit of EXPLORE INDUSTRIES USA, INC. and EXPLORE INDUSTRIES ELITE USA, INC., both Nevada corporations with an address of 2901 Leisure Island Way, Knoxville, TN 37914 (collectively "**Explore USA**" and, together with their Affiliates, "**Explore**").

Recitals

A. [*Dealer Name*], a [*state of formation*] [*type of entity*] ("**Obligor**") and Explore Industries Elite USA, Inc. will enter into that certain Elite Dealer Agreement dated effective as of [*effective date of dealer agreement*] (as modified and amended from time to time, the "**Dealer Agreement**"), and other related agreements in connection therewith, including without limitation that certain Consignment Agreement by and between Obligor and Explore Industries USA, Inc. (such agreements, together with the Dealer Agreement, are collectively referred to herein as the "**Agreements**"). All of the terms, conditions and provisions of the Agreements are hereby incorporated herein by reference. Capitalized terms used but not defined herein shall have the meaning assigned to them in the Dealer Agreement. Guarantor hereby acknowledges receipt of a copy of the Agreements.

B. Guarantor has a financial interest in Obligor.

C. As a condition to entering into the Agreements, Explore USA requires that Guarantor guarantee to Explore the prompt payment and performance of all obligations of Obligor under the Agreements.

D. Because of the direct benefit to Guarantor from Explore USA entering into the Agreements with Obligor, Guarantor agrees to guarantee to Explore the obligations of Obligor as set forth herein.

Agreement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which Guarantor hereby acknowledges, Guarantor, intending to be legally bound by this Guaranty and to induce Explore USA to execute the Agreements with Obligor, hereby covenants and agrees with Explore as follows:

1. **Recitals.** The Recitals above are true and correct and are hereby incorporated herein by reference.

2. **Statement of Guaranty**. Guarantor hereby jointly, severally, unconditionally, and irrevocably guarantees to Explore (a) the prompt and complete payment when due of all fees, expenses and liabilities of every kind and nature, and any other amounts now or hereafter due and owing by Obligor under the terms and conditions of the Agreements (collectively, the "**Payment Obligations**"); (b) the prompt and complete performance by Obligor with respect to any and all obligations, covenants, conditions, and agreements of Obligor under or in connection with the Agreements (collectively, the "**Performance Obligations**"); (c) the prompt and complete payment of all amounts payable by reason of any indemnity, breach of representation or warranty, or default under any of the Agreements by Obligor; and (d) the prompt and complete payment of all costs incurred by Explore in enforcing its rights and remedies under the Agreements and/or this Guaranty, including without limitation reasonable attorneys' fees, allocable fees of in-house counsel, court costs, expert witness fees and investigation expenses (the obligations in subsections (a) through (d) of this Section 2 being collectively referred to herein as the "**Guaranteed Obligations**").

3. **Nature of Guaranty**. Guarantor's liability under this Guaranty is absolute, direct, immediate, irrevocable, continuing, unconditional, and unlimited. This Guaranty extends to any and all liability which Obligor has or may have to Explore (a) by reason of matters occurring before the execution of the Agreements, or the commencement of the term of the Agreements, and (b) related to matters occurring after the expiration or termination of the Agreements, or other matters. Guarantor further agrees that Guarantor's obligations and liabilities for the prompt and punctual payment, performance and satisfaction of all of Obligor's obligations under the Agreements shall be on a 'joint and several' basis with Obligor to the same degree and extent as if Guarantor had been and/or will be a co-obligor of all of Obligor's obligations under the Agreements. Guarantor's obligations and liabilities hereunder shall also be on a 'joint and several' basis along with any other guarantors (hereunder or otherwise), endorsers and/or sureties.

4. **Guarantor's Payment and Performance**. In each event that any amount becomes due and payable by Obligor under any of the Agreements, if Obligor fails to pay the same in accordance with the terms and provisions of the Agreements, then Guarantor will pay the amount due to Explore. Guarantor specifically agrees that it shall not be necessary or required in order for Explore to enforce any obligations under this Guaranty that Explore make any demand for payment or performance upon Obligor or any other guarantor (hereunder or otherwise) or obligor on the Agreements for payment or performance of the Guaranteed Obligations or any portion thereof or pursue any remedies it may have against any collateral for Obligor's payment and performance. If Obligor fails to perform, satisfy, or observe any Performance Obligations, then Guarantor will promptly and fully perform, satisfy, and observe the Performance Obligations in the place of Obligor. GUARANTOR SHALL PAY, REIMBURSE, INDEMNIFY AND DEFEND EXPLORE, ITS OFFICERS, MANAGERS, DIRECTORS, SHAREHOLDERS, MEMBERS, UNITHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES, CAUSES OF ACTION, COSTS, EXPENSES, LOSSES AND OTHER LIABILITIES, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND ALLOCABLE FEES OF IN-HOUSE COUNSEL, ARISING FROM, RELATED TO OR INCURRED IN CONNECTION WITH OBLIGOR'S FAILURE TO PERFORM, SATISFY, OR OBSERVE ANY OF THE PERFORMANCE OBLIGATIONS.

5. **Guarantor's Waivers**. Guarantor specifically waives any notice of (a) acceptance of the renewal, extension, rearrangement, or amendment of the Agreements, (b) presentment and demand for payment of any of the Guaranteed Obligations, (c) any indulgence under or with respect to the Agreements or this Guaranty, (d) nonpayment or default under the Agreements or this Guaranty and (e) acceptance of this Guaranty. Guarantor further specifically waives (a) all other notices to which Guarantor might otherwise be entitled and (b) any right to assert against Explore, as a defense, counterclaim, set-off, or cross-claim any defense (legal or equitable) set-off, counterclaim, or claim which Guarantor may now or hereafter have against Explore or Obligor.

6. **No Impairment of Guaranty**. The obligations and undertakings of Guarantor under this Guaranty are absolute and unconditional, and said obligations and liabilities shall not be affected or impaired by reason of the happening from time to time of any of the following with respect to any of the Agreements or this Guaranty or any assignment of the rights of Explore thereunder or hereunder, even if the same be done without notice to or the consent of Guarantor: (a) any assignment or the purported assignment of all or any part of the interest of Obligor in the Agreements; (b) the waiver by Explore of the observance or performance by Obligor or by Guarantor or by any other guarantors (hereunder or otherwise) of the Agreements of any of the obligations or undertakings contained in the Agreements or this Guaranty or any other guaranty agreement with respect to the Agreements; (c) the extension of the time for payment by Obligor or Guarantor of any payments or any other sums or any part thereof owing or payable under the Agreements or this Guaranty, or the extension or the renewal thereof; (d) the modification or amendment as mutually agreed upon by Explore and Obligor (whether material or otherwise) of any obligation or undertaking of Obligor set forth in the Agreements or this Guaranty; (e) the taking or the omission of any of the actions referred to in the Agreements or this Guaranty; (f) any failure, omission, delay or lack on the part of Explore to enforce, assert or exercise any right, power or remedy conferred on Explore in the Agreements or this Guaranty or any action on the part of Explore granting indulgence or extension in any form; (g) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially

all the assets, marshaling of assets or liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Obligor or any of Obligor's assets, or the disaffirmance of the Agreements in any such proceeding; (h) the receipt and acceptance by Explore of notes, checks or other instruments for the payment of money made by Obligor and extensions and renewals thereof; (i) any release of any collateral securing Payment Obligations and/or Performance Obligations, or any other guarantor (hereunder or otherwise) of the Agreements; (j) Obligor's not being liable under the Agreements because the execution of the Agreements by Obligor is ***ultra vires***, or the officers or persons executing the Agreements on behalf of Obligor acted in excess of their authority, or for any reason the Agreements cannot be enforced against Obligor; (k) any release of Obligor under the Agreements or of one or more of the other guarantors (hereunder or otherwise) of the Agreements, if any; or (l) any other cause, whether similar or dissimilar to the foregoing.

7. **Proceeding Against Guarantor**. Guarantor specifically agrees that Explore shall not be required to proceed to obtain or assert a claim for personal judgment against Obligor or make any effort at collection from Obligor or to file suit or proceed to obtain or assert a claim for personal judgment against any other guarantor (hereunder or otherwise) before or as a condition of enforcing the liability of Guarantor under this Guaranty or requiring payment by Guarantor, or at any time thereafter.

8. **Application of Payments**. Guarantor agrees that all payments and other funds received by Explore from whatever source may be applied to the Payment Obligations or other obligations under the Agreements in any order and in such manner as Explore may deem appropriate in its sole and absolute discretion. Guarantor assumes all responsibility for being and keeping informed of Obligor's financial condition and assets, and of all other circumstances bearing upon the risk of nonperformance by Obligor under the Agreements. Guarantor agrees that Explore shall have no duty to advise Guarantor of information known to Explore regarding such circumstances or risks.

9. **Subordination**. Guarantor subordinates any and all claims which Guarantor has or may have against Obligor by reason of subrogation for payments or performances under this Guaranty or claims for any reason or cause to this Guaranty. Guarantor agrees not to assert any claim which it has or may have against Obligor, including claims by reason of subordination under this Guaranty, until such time as the Guaranteed Obligations are fully satisfied and discharged.

10. **Certain Representations, Warranties, and Covenants**. Guarantor represents and warrants to Explore and covenants with Explore as follows:

(a) Guarantor has full power and lawful authority to execute this Guaranty. The execution, delivery, and performance by Guarantor of this Guaranty and the consummation of the transactions contemplated hereunder do not, and will not, (i) contravene or conflict with any law, statute or regulation whatsoever to which Guarantor is subject; or (ii) constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or result in the breach of, any indenture, mortgage, deed of trust, charge, lien, or any contract, agreement or other instrument to which Guarantor is a party or which may be applicable to Guarantor or any of Guarantor's assets. This Guaranty is a legal and binding obligation of Guarantor and is enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights.

(b) Guarantor may reasonably expect to benefit, directly or indirectly, from the making of this Guaranty and from each and every modification of the terms and conditions of the Agreements or other relinquishment of legal rights made or granted or to be made or granted by Explore to Obligor.

(c) As of the date hereof, (i) the financial condition of Guarantor is adequate to secure Guarantor's obligations under this Guaranty; (ii) execution of this Guaranty shall not render Guarantor insolvent; and (iii) there is no action, suit or proceeding pending or, to Guarantor's knowledge, threatened

against or affecting Guarantor, at law or in equity, or before or by any governmental authority, which might result in any materially adverse change in Guarantor's financial condition.

11. **Financial Statements**. Within fifteen (15) days after any request by Explore, Guarantor shall deliver to Explore the most recent financial statements for Guarantor. Guarantor will not be required to deliver financial statements required under this Section 11 more than once in any twelve (12) consecutive month period, unless a default by Obligor occurs under the Agreements.

12. **Costs and Attorney's Fees**. If Explore or its successors or assigns should commence any suit, action or other legal proceeding against Guarantor to enforce this Guaranty, the person or persons bringing such suit, action or proceeding shall be entitled to receive from Guarantor, and Guarantor agrees to pay to such person or persons, if such person or persons shall be successful in such suit, action or proceeding, all reasonable costs and expenses thereof (including attorneys' fees and costs of suit).

13. **Place of Payment and Performance**. All amounts becoming payable by Guarantor to Explore under this Guaranty shall be payable at Explore USA's address stated in the first paragraph hereof or such other address as Explore may hereafter designate in writing to Guarantor. This Guaranty is performable in Knox County, Tennessee.

14. **Notice**. Any notice, request, demand, statement or consent given or made hereunder shall be in writing, shall be addressed as set out on the signature page of this Guaranty for Guarantor and as set out in the first paragraph hereof for Explore USA (with two copies of each notice to any Explore entity being sent to the address for Explore USA herein and with one copy addressed to "President" and the other addressed to "General Counsel"), and shall be considered given either (a) when delivered in person to the party intended; (b) three (3) business days after deposit in the United States mail in a sealed envelope, wrapper or container addressed by name and address to the party intended by registered or certified mail, return receipt requested, postage and postal charges prepaid; or (c) on the next business day after being deposited with a national commercial overnight delivery service (such as, but not limited to, FedEx or UPS) for next business day delivery. Guarantor or Explore may designate a change of address by notice to the other in accordance with this Section. The foregoing notwithstanding, any notice hereunder shall be effective when actually received or refused by the intended recipient.

15. **Confidentiality**. Guarantor specifically acknowledges and agrees to itself be bound by the confidentiality provisions set forth in the Dealer Agreement.

16. **Cumulative Rights**. All rights of Explore hereunder or otherwise arising under any documents executed in connection with, or as security for, Obligor's obligations under the Agreements are separate and cumulative and may be pursued separately, successively or concurrently, or not pursued, without affecting or limiting any other right of Explore and without affecting or impairing the liability of Guarantor.

17. **Additional Documents**. Upon the reasonable request of Explore, Guarantor will, at any time and from time to time, duly execute and deliver to Explore any and all such further instruments and documents and supply such additional information as may be necessary or advisable in the opinion of Explore to further evidence or perfect this Guaranty.

18. **Successors and Assigns Bound**. Guarantor's obligations and liabilities under this Guaranty shall be binding upon Guarantor's successors, heirs, legatees, devisees, administrators, executors and assigns. The rights and remedies granted to Explore under this Guaranty shall also inure to the benefit of Explore's successors and assigns.

19. **Severability**. If any provision of this Guaranty is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable, this Guaranty shall be construed and enforceable as if the illegal, invalid or unenforceable

provision had never comprised a part of it, and the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.

20. **Acceptance**. No formal acceptance by Explore is necessary to make this Guaranty effective.

21. **Governing Law; Jurisdiction and Venue**. This Guaranty shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the internal laws and judicial decisions of the State of Tennessee without giving effect to its conflict of law principles. Guarantor and Explore agree that any dispute arising out of or in connection with this Guaranty shall be subject to the exclusive jurisdiction of both the state and federal courts in Knox County, Tennessee. For that purpose, Guarantor hereby submits to the exclusive jurisdiction of the state and federal courts of Knox County, Tennessee. Guarantor further agrees to accept service of process out of any of the before mentioned courts in any such dispute by registered or certified mail addressed to Guarantor.

22. **Construction**. The provisions of this Guaranty shall be in addition to and cumulative of, and not in substitution, novation or discharge of, any and all prior or contemporaneous guaranty or other agreements by Guarantor (or any one or more of them) in favor of Explore or assigned to Explore by others, all of which shall be construed as complementing each other. Nothing herein contained shall prevent Explore from enforcing any and all such other guaranties or agreements in accordance with their respective terms.

23. **Amendment**. No amendment, modification, consent or waiver of any provision of this Guaranty, and no consent to any departure by Guarantor therefrom, shall be effective unless the same shall be in writing signed by a duly authorized officer of Explore USA, and then shall be effective only to the specific instance and for the specific purpose for which given.

24. **Counterparts and Delivery**. This Guaranty may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile, PDF and electronic signatures shall be deemed originals.

25. **WAIVER OF JURY TRIAL. GUARANTOR HEREBY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER EXPLORE OR GUARANTOR RELATING TO, ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS GUARANTY.**

IN WITNESS WHEREOF, Guarantor has executed this Guaranty in favor of Explore effective as of the day and year first above written.

Guarantor:

Signature:_____

Name Printed:_____

Street Address:_____
City:_____
State:_____
Zip Code:_____
Email:_____
[add additional signature blocks for each individual Guarantor, as applicable]

EXHIBIT D

CLOSING ADDENDUM

CLOSING ADDENDUM

Applicant _____
(If corporation) State of Incorporation _____
Address of Applicant _____
Location (Territory) Applied For _____

1. I have received all appropriate disclosure documents for the State(s) of _____ at least fourteen (14) calendar days, exclusive of the day I received them and the day I signed them, before signing the Dealer Agreement and/or payment of any monies.

2. I have signed and returned to Explore Industries Elite USA, Inc. ("Explore") the acknowledgment of receipt for each disclosure document given me.

3. I have had an opportunity to read the Dealer Agreement thoroughly and understand all of Explore's covenants and obligations and my obligations as an Elite Dealer. I understand that the Dealer Agreement contains all obligations of the parties and that Explore does not grant to me under the Dealer Agreement any right of first refusal.

4. I understand that this business, as in all business ventures, involves risk and despite assistance and support programs, the success of my business will depend primarily upon me and my ability. In addition, I understand that this business may be impacted by other risks, including those outside your or our control such as economic, political or social disruption.

5. Except for fill in the blank provisions or for negotiated changes that I initiated, I received a copy of the revised Dealer Agreement or related agreement at least seven (7) calendar days before the date on which the Dealer Agreement or related agreement was signed.

6. If I was referred to Explore by a franchise broker or referral source, the name of that franchise broker(s) or referral source(s) is _____.

7. I have had no promises, guarantees or assurances made to me and no information provided to me relative to earnings, revenues, profits, expenses or projected revenues for this franchise, except as disclosed in the disclosure document. If I believe that I have received any such promises, guarantees, assurances or information, I agree to describe it below (otherwise write "None").

_____
_____
_____
_____
_____

Applicants' Acknowledgment:

Name:_____ Name:_____
Date:_____ Date:_____

*This questionnaire does not waive any liability the Explore may have under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunde

EXHIBIT E

CONSIGNMENT AGREEMENT

CONSIGNMENT AGREEMENT
(*Explore US Elite Dealer*)

This Consignment Agreement (the "**Agreement**") is made and entered into effective as of the _____ day of _____, 20___ (the "**Effective Date**"), by and between **Explore Industries USA, Inc.**, a Nevada corporation with offices at 2901 Leisure Island Way, Knoxville, TN 37914 ("**Consignor**"), and *[dealer company name], a [state of formation] [type of entity]* with a principal address at [*dealer address*] ("**Consignee**" and, together with Consignor, collectively, the "**Parties**" and each a "**Party**").

RECITALS

WHERAS, Consignee is engaged in the sale of fiberglass pools, spas, tanning ledges and pool equipment; and

WHEREAS, Consignee is authorized to sell certain products sold by Consignor pursuant to the terms of that certain Elite Dealer Agreement dated effective as of [*effective date of Elite Dealer Agreement*] by and between Explore Industries Elite USA, Inc. ("**Explore Elite**") and Consignee (as it may be amended and supplemented from time to time, the "**Dealer Agreement**"); and

WHEREAS, in the event that Consignor agrees to allow Consignee to take possession of any of its products without prepayment of the full purchase price for such products by Consignee, the Parties desire that Consignee hold and sell those products in Consignee's facility on a consignment basis as provided herein.

NOW, THEREFORE, in consideration of the mutual premises and covenants contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. RECITALS. The Recitals above are true and correct and are incorporated herein by reference.

2. DEALER AGREEMENT; CONFLICTS AND PRECEDENCE; DEFINITIONS. The Parties acknowledge and agree that the provisions of the Dealer Agreement shall apply to and govern their relationship, rights and obligations hereunder, except to the extent expressly provided otherwise herein or to the extent that a provision of this Agreement conflicts or is inconsistent with a provision of the Dealer Agreement, in which case this Agreement shall control in connection with Consigned Products (as defined below). Applicable provisions of the Dealer Agreement are incorporated herein by reference for all purposes, with the terms "Products" and "Dealer" in the Dealer Agreement applying to Consigned Products and Consignee, respectively, herein. Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Dealer Agreement.

3. CONSIGNED PRODUCTS. In the event that Consignee requests to and Consignor allows Consignee to take possession of any Products without prepayment of the full purchase price for such Products, Consignee shall hold and sell those Products (each a "**Consigned Product**" and, collectively, the "**Consigned Products**") in Consignee's facility on a consignment basis as provided herein.

4. DELIVERY, INSPECTION AND ACCEPTANCE OF CONSIGNED PRODUCTS. Consignee agrees to accept delivery and take possession of the Consigned Products on a consignment basis. Delivery, inspection and acceptance of Consigned Products, and remedies for non-conforming Consigned Products, shall be the same as provided in the Dealer Agreement with respect to Products. Consignee shall sign and note non-conformities for Consigned Products on each Delivery Note as provided in the Dealer Agreement for Products. Consignee shall be solely responsible for the cost of delivering the Consigned Products to Consignee.

5. **CONSIGNMENT PERIOD.** The consignment period (the "**Consignment Period**") for each Consigned Product shall begin on the date the Consigned Product is received by Consignee and shall end on the *earlier* of the date that is sixty (60) days after the date Consignee receives the Consigned Product and the date a Consigned Product Sale (as defined in Section 7) occurs, unless expressly extended by Consignor in writing or earlier terminated as provided herein.

6. **EFFORTS TO SELL.** Consignee shall comply with the terms of the Dealer Agreement with respect to Product sales and will use best efforts to sell the Consigned Products at or above the Current Price. Consignee shall have the option to purchase Consigned Products at the respective Current Prices.

7. **PRODUCT SALES; PAYMENT.** For Consigned Products sold by Consignee to third parties, Consignee shall be entitled to retain that portion (if any) of the price for which such Consigned Product is sold that is in excess of the Current Price for such Consigned Product. Consignee shall report any and all sales to third parties of Consigned Products to Consignor on the same day of such sale and must (a) pay to Consignor the Current Price for the applicable Consigned Product and (b) receive a signed release authorization from Consignor before allowing the Consigned Product to leave the Authorized Consignment Location (as defined in Section 12). If Consignee has not sold a Consigned Product to a third party within sixty (60) days of delivery of such Consigned Product to Consignee, Consignee shall pay to Consignor the Current Price for the applicable Consigned Product. Unless otherwise agreed in writing by Consignor, all payments by Consignee hereunder shall be made to Consignor by credit card and Consignee hereby authorizes Consignor to charge such amounts to the Consignee credit card on file with Consignor. For purposes of this Agreement, a "**Consigned Product Sale**" shall be deemed to have occurred, and the Current Price shall be immediately due and payable by Consignee, if a Consigned Product is:

(a) sold by Consignee to a third party;

(b) purchased by Consignee, whether at Consignee's election or as required above in this Section 7 at the end of the sixty (60) day period;

(c) removed, withdrawn, lost, or stolen from, or otherwise not physically present in, Consignee's stock on hand at the Authorized Consignment Location;

(d) lost, damaged or destroyed while in Consignee's possession or control; or

(e) not timely returned by Consignee to Consignor pursuant to the provisions of Section 8 (Return of Consigned Products) below.

Purchases of Consigned Products by Consignee shall be handled as provided in the Dealer Agreement with respect to Products, except to the extent provided otherwise herein. If Consignee does not timely pay Consignor following a Consigned Product Sale, Consignor or its Affiliates may enter the Authorized Premises to repossess such Consigned Product and exercise any and all other legal or equitable remedies available under this Agreement, the Dealer Agreement, the Standard Terms and Conditions and applicable law, including without limitation any and all remedies available under the Uniform Commercial Code ("**UCC**").

8. **RETURN OF CONSIGNED PRODUCTS.** Notwithstanding anything herein or in the Dealer Agreement to the contrary, at any time, and from time to time, Consignor may require the return of all or some of the Consigned Products upon written notice to Consignee. Within five (5) days following either (a) Consignor's request or (b) the termination of this Agreement, Consignee shall return all applicable Consigned Products to Consignor at Consignee's expense. If Consignee does not return all such Consigned Products, Consignor may, in its sole discretion: (i) elect that such Consigned Products be deemed sold pursuant to a Consigned Product Sale, and Consignee shall remit payment therefor pursuant to the provisions of Section 7 (Product Sales; Payment) or

(ii) enter the Authorized Premises to repossess all or some of the Consigned Products and exercise any and all other legal or equitable remedies available to it under applicable law.

9. TERM; TERMINATION; EFFECT OF TERMINATION.

9.1 Term. The term of this Agreement (the "**Term**") shall commence on the Effective Date and shall continue in effect until the date this Agreement is terminated in accordance with the provisions of Section 9.2 hereof.

9.2 Termination. This Agreement shall automatically terminate on expiration or termination of the Dealer Agreement. In addition, either Party may terminate this Agreement at any time for any reason, which shall include without limitation Consignor's right to terminate this Agreement upon an Event of Default (as defined in Section 15) of Consignee. Either Party may terminate this Agreement immediately by written notice if the other Party becomes subject to an Event of Insolvency (as defined in the Dealer Agreement). Termination shall be effective when either Party serves written notice thereof (the "**Termination Notice**") on the other Party in accordance with Section 19.3 (Notices).

9.3 Effect of Termination or Expiration. Any termination pursuant to the terms of this Agreement shall be without prejudice to any and all other rights and remedies of the terminating Party under this Agreement or at law or in equity, including without limitation any and all remedies available under the UCC. On termination or expiration of this Agreement: (a) Consignee shall, within five (5) days, return all unsold Consigned Products to Consignor at Consignee's expense; (b) Consignee shall provide Consignor with such information as Consignor may require regarding all potential customers with whom Consignee has not yet secured a Customer Contract (as defined in the Dealer Agreement) for Consigned Products; (c) Consignee shall promptly pay all sums owed by Consignee hereunder; and (d) Consignee shall have no right to compensation or any other payment or benefit from Consignor for loss of goodwill or other loss, including without limitation loss of anticipated sales or prospective profits or because of expenditures, investments, leases, property improvements or other matters related to Consignee's business or goodwill.

9.4 Survival. On the termination or expiration of this Agreement, the rights and duties of each Party under this Agreement concerning performances prior to termination or expiration shall survive and be enforceable in accordance with the terms of this Agreement. The provisions of Sections 2 (Dealer Agreement; Conflicts and Precedence; Definitions), 8 (Return of Consigned Products), 9 (Term; Termination; Effect of Termination), 11 (Title; Financing Statements; Lessor Acknowledgement), 12 (Risk of Loss; Damage; Insurance), 15 (Default; Remedies), 16 (Consignee Warranties), 17 (Indemnification; Limitations of Liability), 18 (Confidentiality; Intellectual Property) and 19 (Miscellaneous) shall survive the termination or expiration of this Agreement for any reason.

10. OPERATION OF BUSINESS; QUALITY AND REGULATORY MATTERS; TAXES.

10.1 Operation of Business. Neither Consignor nor any of its Affiliates will have any responsibility or liability whatsoever in connection with the management or operation of Consignee's business and Consignee's Representatives. Consignee will have full charge of, and responsibility for and in connection with, such management and operation. Consignor reserves no supervision or control over Consignee's facilities, employees or methods of doing business and shall not be responsible in any way for the acts or omissions of Consignee or Consignee's Representatives. Consignee shall have full and exclusive responsibility and liability for any and all wages, insurance, compensation, contributions and taxes for Consignee's workers, including without limitation unemployment insurance, workers compensation insurance, social security, annuities and retirement benefits, and any similar taxes, insurance or benefits. Consignee will (a) maintain its premises in a good and clean condition and in accordance with the Dealer Agreement; (b) exercise the utmost diligence, best efforts and know-how in connection with the storage, handling, sale and installation of the Consigned Products and ensure that its applicable Representatives are fully trained in relation to the storage, handling, sale and installation of the

Consigned Products; (c) not engage in any conduct that may bring Consignor, its Affiliates or the Consigned Products into disrepute in any way; (d) obtain and maintain during the Term all licenses, registrations and permits required to carry out its obligations under this Agreement; and (e) comply, and ensure that its Representatives comply, with all applicable laws, regulations, relevant industry codes of practice and any other requirements of any federal, state or local governmental or regulatory authority in relation to the conduct of Consignee's business.

10.2 Quality and Regulatory Matters. Inspections by Governmental Authorities, investigation of complaints, and Consigned Product recalls and returns shall be handled as provided in the Dealer Agreement with respect to Products.

10.3 Taxes. Taxes shall be handled as provided in the Dealer Agreement.

11. TITLE; GRANT OF SECURITY INTEREST; FINANCING STATEMENTS; LESSOR ACKNOWLEDGEMENT.

11.1 Title. Title to Consigned Products shall be as provided in the Dealer Agreement with respect to Products, and will remain with Consignor until Consignor has been paid in full for those Consigned Products. At no time will Consignee be considered the owner of any Consigned Products, unless and until Consignee has purchased a Consigned Product under the terms of this Agreement and the Dealer Agreement and has paid the purchase price in full for the same. Consignee acknowledges and agrees that at no time and under no circumstances will Consignee (a) have any lien on any Consigned Product, or (b) grant any third party a security interest in any Consigned Products. Consignee will be responsible for all shortages of Consigned Products, and will bear the risk of loss to the extent provided in this Agreement and the Dealer Agreement.

11.2 Grant of Security Interest. In addition to the security interest afforded Consignor under the UCC as a result of the consignment relationship described herein, Consignee grants Consignor a security interest in all Proceeds (as that term is defined in the UCC) and Accounts Receivable (as that term is defined in the UCC) arising out of Consignee’s sale of Consigned Products.

11.3 Financing Statements. Consignee shall do everything necessary to assist Consignor in registering Consignor’s interest in and title to the Consigned Products and shall execute and deliver to Consignor such financing statements, continuation statements, and other documents reflecting Consignor’s ownership of or security interest in the Consigned Products, in a form satisfactory to Consignor, as Consignor may from time to time reasonably request. Consignor may, at its expense and from time to time: (i) search for creditors of Consignee; (ii) notify the creditors of Consignee that Consignor has delivered or will be delivering goods to Consignee on a consignment basis; and (iii) file any such applicable financing statements or continuation statements. The Parties intend that title to each of the Consigned Products remain in Consignor as provided in this Agreement and that this Agreement be a consignment of the Consigned Products in all respects, and Consignee agrees to cooperate with Consignor in the preparation, execution and filing of any documentation reasonably believed necessary by Consignor to evidence such arrangement.

11.4 Lessor Acknowledgement. If the Authorized Consignment Location premises are leased by Consignee from a third party lessor, Consignee shall ensure that the lessor executes a landlord agreement in a form satisfactory to Consignor in its sole discretion acknowledging and agreeing, among other things, that Consignor owns and has title to any Consigned Products that are in Consignee's possession that have not yet been paid for in full and that such lessor does not, and will not, claim any interest therein. Consignee shall also provide Consignor with a copy of any notice of default provided to Consignee by the lessor within three (3) days of Consignee’s receipt of said notice of default.

12. RISK OF LOSS; DAMAGE; INSURANCE. All risk of loss or damage to Consigned Products shall be the same as provided in the Dealer Agreement with respect to Products, and shall pass to Consignee immediately

upon (a) delivery to Consignee if Consignor is charging Consignee for delivery or (b) collection from the holding yard or other designated collection area by Consignee, Consignee's carrier or the holding yard if Consignee is collecting or using its own carrier to collect Products from a holding yard or other designated collection area or is paying the holding yard to deliver. If the Consigned Products are damaged or lost while in Consignee, its Representatives or its carrier's possession or control, a Consigned Product Sale will be deemed to have occurred and Consignee will pay the amount of the damaged or lost Consigned Products' respective Current Prices as provided in Section 7 (Product Sales; Payment). Consignee shall obtain and maintain insurance on the Consigned Products and shall comply with all insurance requirements provided in the Dealer Agreement.

13. PHYSICAL LOCATION OF CONSIGNED PRODUCTS. At all times during the Term of this Agreement, the Consigned Products will be physically kept at Consignee's facility located at the Authorized Location (as defined in the Dealer Agreement) or such other location as Consignor authorizes in writing (as applicable, the "**Authorized Consignment Location**") until such time as Consignee has obtained a written and signed release authorization from Consignor authorizing the release of a Consigned Product from the Authorized Consignment Location. If Consignee transfers, moves or installs any Consigned Product to or in a location other than the Authorized Consignment Location without such written and signed authorization, a Consigned Product Sale shall be deemed to have occurred and Consignee shall remit payment in accordance with the provisions of Section 7 (Product Sales; Payment).

14. INVENTORY; ACCOUNTING. On the last Business Day of each month, Consignee shall physically count the quantity of Consigned Product that is located at the Authorized Consignment Location and photograph each Consigned Product showing its serial number. Each photograph must be date stamped. Consignee shall provide the results of such physical count and such photographs to Consignee by 1:00 pm Central Standard Time on that day. Consignor may invoice Consignee for, and Consignee shall pay to Consignor, the Current Price for each Consigned Product for which Consignee has failed to account. Any failure of Consignee to either account for the presence of Consigned Products at the Authorized Consignment Location or to pay all amounts due for such Consigned Products may be deemed to be a theft of Consigned Products and Consignor shall be entitled to seek redress with law enforcement authorities as an additional remedy against Consignee.

15. DEFAULT; REMEDIES. Events of default on the part of Consignee shall include, without limitation, the following (each, an "**Event of Default**"):

(a) Consignee's breach of any provision of this Agreement, including without limitation failure to pay any amount or satisfy any obligation when due, or failure to return any Consigned Products when required;

(b) Consignee's breach of the Dealer Agreement that is uncured within the cure period prescribed in the Dealer Agreement, or for which no cure period is required, or that is incurable by its nature;

(c) Consignee's failure to comply with any reasonable request of Consignor with respect to compliance under the UCC as adopted by the state whose laws govern Consignor's security interests;

(d) the (i) loss, theft, damage or destruction of any Consigned Products; (ii) sale or encumbrance of any Consigned Products in a manner not expressly permitted by this Agreement; or (iii) levy, seizure or attachment of the Consigned Products;

(e) Consignor's determination that the financial condition of Consignee has become impaired or the Consigned Products have become unsafe, or Consignee becomes subject to an Insolvency Event;

(f) if the Authorized Consignment Location premises are leased by Consignee from a third party lessor, any default on the part of Consignee under the terms of the applicable lease; and/or

(g) the occurrence of any event for which Explore Elite would have an immediate right to terminate the Dealer Agreement, whether or not Explore Elite exercises such right.

In the event of Consignee's default, Consignor may (a) at Consignor's election, require the immediate payment of the Current Price for all Consigned Products in Consignee's possession or the immediate return of all such Consigned Products at Consignee's cost; (b) immediately terminate this Agreement on notice to Consignee; (c) require Consignee to immediately pay the Current Price of any missing, stolen or otherwise unaccounted for Consigned Products; (d) require Consignee to pay Consignor for all actual, consequential and/or special damages or costs incurred by Consignor and/or its Affiliates, including without limitation Consignor's attorneys' fees, allocable fees of in-house counsel and court costs incurred in connection with Consignee's default; and/or (e) exercise any and all remedies available at law or in equity or as otherwise provided in this Agreement or the Dealer Agreement, whether penal or civil, including without limitation any and all remedies available under the UCC.

16. WARRANTIES.

16.1 Consignee Warranties. In addition to Consignee's warranties to Explore Elite in the Dealer Agreement as Dealer therein, in the Standard Terms and Conditions as Buyer therein and in the Anti-Corruption Agreement as Intermediary therein, Consignee represents, warrants and covenants to Consignor that each of the following statements is true and accurate, will remain true and accurate so long as this Agreement remains in effect, and will be promptly supplemented to reflect any changes:

(a) if Consignee is a corporation or other business entity, it is: (i) duly organized, validly existing and in good standing and has all requisite power and authority to carry on its business as now conducted; and (ii) duly qualified to transact business and in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on its business or properties;

(b) all action on the part of Consignee, its owners, officers, directors, managers, if any, necessary for the authorization, execution, and delivery of this Agreement has been taken, and the performance of all obligations of Consignee hereunder constitutes valid and legally binding obligations of Consignee, enforceable against Consignee in accordance with the respective terms hereof;

(c) Consignee's execution, delivery and performance of this Agreement will not (i) violate, conflict with or result in a breach of any applicable law; (ii) require the consent, authorization or approval of any other person not a Party to this Agreement; (iii) permit the acceleration of the maturity of any indebtedness of Consignee; or (iv) violate or conflict with any provisions of the certificate or articles of incorporation, charter, bylaw or similar organizational instruments, if any, of Consignee;

(d) no owner, officer or employee of Consignee has been convicted of or pleaded guilty to an offense involving fraud, corruption or moral turpitude, none of the foregoing has been listed by any government agency as debarred, suspended, proposed for suspension or disbarment or otherwise ineligible for government procurement programs, and Consignee will immediately notify Consignor in writing of any new conviction(s) or plea(s) during the Term;

(e) Consignee has not experienced or been subject to an Insolvency Event within the seven (7) years immediately prior to the Effective Date;

(f) Consignee is organized for legitimate business purposes and not for any unlawful purpose, and has only lawful sources of funding;

(g) Consignee has all licenses, registrations, permits and similar approvals required to be obtained by Consignee to perform its obligations and exercise its rights under this Agreement;

(h) Consignee will not prepare, approve or execute any contract or other document or make any record in connection with this Agreement that Consignee knows or has reason to know is false, inaccurate or incomplete; and

(i) Consignee will comply, and ensure that its Representatives comply, with all applicable laws, regulations and relevant industry codes of practice, as well as all applicable requirements of any Governmental Authority, in connection with this Agreement.

Consignee will give prompt written notice to Consignor in the event it breaches any of the foregoing warranties and agrees to give prompt written notice to Consignor of any potential violation of any of the same of which it obtains knowledge, becomes aware or has reasonable grounds to believe has occurred.

16.2 Product Warranties and Disclaimers. Warranties and disclaimers with respect to Consigned Products shall be as provided in the Dealer Agreement for Products.

17. INDEMNIFICATION; LIMITATIONS OF LIABILITY; GUARANTY.

17.1 Indemnification. Consignee's indemnification, defense and release obligations under this Agreement shall be as provided in the Dealer Agreement, which provisions shall apply to the same extent to the obligations, acts and/or omissions of Consignee, its Affiliates and their respective Representatives, and any claims brought, under this Agreement.

17.2 Limitations of Liability. Consignor's liability under this Agreement shall be limited as and to the same extent provided in the Dealer Agreement with respect to the liability of Explore Elite and its Affiliates thereunder, and Consignor's limitation of liability shall be cumulative with all expenditures under this Agreement and the Dealer Agreement being aggregated to determine satisfaction of the monetary liability limitation contained in the Dealer Agreement. Consignee hereby releases Consignor and its Affiliates from all obligations, liability, claims or demands in excess of this limitation. The Parties acknowledge that each of them relied upon the inclusion of the foregoing limitations in consideration of entering into this Agreement.

17.3 No Recourse Against Nonparties; Exclusive Remedies. The no-recourse-against-nonparties and exclusive-remedies provisions of the Dealer Agreement shall apply equally under this Agreement and with respect to Consignor and Consignee.

17.4 Guaranty. If Consignee is a corporation or other business entity, Consignee shall ensure that the Guaranty executed in connection with the Dealer Agreement secures its obligations under this Agreement, or Consignee shall cause an additional guaranty to be executed for such purpose.

18. CONFIDENTIALITY; INTELLECTUAL PROPERTY. The confidentiality provisions of the Dealer Agreement shall apply to any Confidential Information provided to or obtained by Consignee in connection with this Agreement. Use, ownership and protection of Explore IP and Intellectual Property Rights in connection with this Agreement shall be the same as provided in the Dealer Agreement.

19. MISCELLANEOUS.

19.1 Assignment. Consignee may not assign or otherwise transfer, by operation of law or otherwise, any of its rights or obligations under this Agreement without the prior written consent of Consignor. Any purported assignment or other transfer without such consent shall be void and unenforceable. If Consignee is a corporation or other business entity, any Change of Control of Consignee shall be deemed an assignment of this Agreement

and shall require the prior written consent of Consignor. Consignor may assign, novate or otherwise transfer any or all of its rights or obligations under this Agreement without notice to or the consent of Consignee. In such event, the transferee shall automatically and immediately be deemed substituted for Consignor as a party to this Agreement, Consignor shall thereafter be released from all of its transferred obligations and duties to perform hereunder and Consignee shall have no recourse to Consignor for the performance of any such obligations and duties. Consignee shall sign any documents Consignor requires to give effect to an assignment, novation or transfer by Consignor under this Section.

19.2 Force Majeure. Consignor and its Affiliates' liability for any Force Majeure Event in connection with this Agreement shall be limited as provided in the Dealer Agreement with respect to Explore Elite and its Affiliates.

19.3 Notices. Any notice or other communication provided for herein or given hereunder to a Party hereto shall be given and deemed received as provided in the Dealer Agreement, with any notices to Consignor being satisfied by providing notice to Explore Elite

19.4 Dispute Resolution. Disputes arising out of or with respect to any aspect of this Agreement, or the breach thereof, shall be handled as provided in the Dealer Agreement with respect to disputes thereunder.

19.5 Governing Law; Venue; Commencement of Action. The governing-law, jurisdiction, venue and commencement-of-action provisions of the Dealer Agreement shall apply equally in connection with this Agreement and disputes hereunder.

19.6 Jury Waiver; Attorneys' Fees. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT, IN THE EVENT OF LITIGATION, IT HAS HAD AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY OF ANY DISPUTE PERTAINING TO OR RELATING IN ANY WAY TO THE SUBJECT MATTER HEREOF, THE PROVISIONS OF ANY FEDERAL, STATE OR LOCAL LAW, REGULATION OR ORDINANCE NOTWITHSTANDING. Each Party further agrees that if either Party brings any action for relief against the other, declaratory or otherwise, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable legal fees (including without limitation attorneys fees and expert witness fees) and expenses in such action in addition to any other recovery to which the prevailing Party is entitled.

19.7 Entire Agreement; Amendment; Binding Effect. This Agreement and applicable provisions of the Dealer Agreement (including the materials and documents incorporated therein) contains the entire agreement between the Parties regarding the subject matter hereof and terminates and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, whether written or oral, between the Parties on such subject matter. There are no promises, covenants, agreements, representations, warranties or undertakings between the Parties other than those expressly set forth herein and/or in the Dealer Agreement (including the materials and documents incorporated therein). The Parties have voluntarily agreed to define their rights, liabilities and obligations respecting such subject matter in this Agreement and the Dealer Agreement (including the materials and documents incorporated therein) and each Party hereby acknowledges that this Agreement embodies the justifiable expectations of sophisticated parties derived from arm's-length negotiations and that there is no special relationship between the Parties that would justify any expectation beyond that of parties in an arm's-length transaction. Except to the extent otherwise provided herein, this Agreement may be modified or amended only by a further writing that is duly executed by both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, administrators, representatives, executors, successors and permitted assigns.

19.8 Waiver. Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy provided by law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement. A waiver or consent given by a Party under this

Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party. No waiver of a breach of a term of this Agreement operates as a waiver of any other or further breach of that term or of a breach of any other term of this Agreement.

19.9 Severability; Reformation. If, but only to the extent that, any provision of this Agreement is declared or found to be illegal, unenforceable or void, then the Parties shall be relieved of all obligations arising under such provision, provided that: (a) the remainder of this Agreement not affected by such provision shall be enforced to the fullest extent permitted by law; (b) it is the specific intent and request of the Parties that the court, arbitrator or other adjudicative body called upon to interpret or enforce this Agreement modify such provision to the minimum extent necessary so as to render it enforceable while preserving the intent of the Parties and (c) if such amendment is not possible, another provision that is legal and enforceable and achieves the same objectives shall be substituted therefor.

19.10 Headings; Interpretation and Construction. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent. Any reference to a document herein (including this Agreement) includes that document as it is amended or replaced from time to time. This Agreement has been negotiated by the Parties and their respective counsel and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against the other Party.

19.11 Records Retention. Retention of records by Consignee regarding transactions and complaints involving the Consigned Products shall be as provided in the Dealer Agreement with respect to Products, and Consignee shall make such records available to Consignor for inspection promptly upon request.

19.12 Compliance with Laws. Each Party shall comply with all applicable laws, ordinances, regulations and other requirements of any and all national, federal, state, county, municipal or other governmental authorities, and obtain all permits, licenses or other consents necessary for the performance of its duties under this Agreement.

19.13 Subcontractors. Consignee may use subcontractors to the extent and as provided in the Dealer Agreement.

19.14 Further Assurances. Consignee covenants and agrees that, subsequent to the execution and delivery of this Agreement and without any additional consideration, Consignee will execute and deliver any and all other documents and perform any acts that are or may become necessary or advisable to carry out the purposes of this Agreement and to reflect Consignor's interest in the Consigned Products.

19.15 Agreement Not Exclusive. The Parties hereby agree and acknowledge that this Agreement is of a non-exclusive nature. Consignee and Consignor shall be free to enter into similar agreements with other parties.

19.16 Independent Contractor. The relationship of Consignor with Consignee shall be that of independent contractor as and to the extent provided in the Dealer Agreement with respect to Explore Elite and Dealer.

19.17 Expenses. Unless otherwise provided in this Agreement, each Party must pay its own costs and expenses in connection with negotiating, preparing, executing, and performing this Agreement.

19.18 Counterparts; Electronic Signatures; Authority. The Parties agree that the counterparts and electronic signature provisions referenced in the Dealer Agreement shall apply hereunder and to execution of this Agreement. Each Party hereto represents that the person signing on behalf of such Party has the right, power and authority to execute this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Consignment Agreement effective as of the Effective Date.

CONSIGNOR	**CONSIGNEE**:
EXPLORE INDUSTRIES USA, INC.	(*Dealer Name*)

By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____

EXHIBIT F

OWNER'S NONCOMPETITION AGREEMENT

NONCOMPETITION AGREEMENT
(US ELITE DEALER REPRESENTATIVE)

THIS NONCOMPETITION AGREEMENT (this "**Agreement**") is made and entered into effective as of the ____ day of _____, 2024, by and between the undersigned individual(s) (individually, and collectively if more than one, "**Dealer Representative**") and EXPLORE INDUSTRIES ELITE USA, INC., a Nevada corporation with an address of 2901 Leisure Island Way, Knoxville, TN 37914 (together with its Affiliates, "**Explore**").

Recitals

A. [*Dealer* Name], a [*state*] [*entity type*] ("**Dealer**") and Explore Industries Elite USA, Inc. will enter into that certain Elite Dealer Agreement dated effective as of [*Elite Dealer Agr*. *Effective Date*] (as modified and amended from time to time, the "**Dealer Agreement**"). Capitalized terms used but not defined herein shall have the meaning assigned to them in the Dealer Agreement.

B. Dealer Representative has a financial interest in Dealer.

C. Dealer Representative will have access to Explore Confidential Information and Explore IP in connection with the Dealer Agreement and Dealer Representative's interest in Dealer.

C. As a condition to entering into the Dealer Agreement to protect the goodwill of Explore and its brands, Explore requires that Dealer Representative enter into a noncompetition agreement in favor of Explore whereby Dealer Representative agrees to be bound individually by the noncompetition provisions of the Dealer Agreement.

D. Because of the direct benefit to Dealer Representative from Explore Industries Elite USA, Inc. entering into the Dealer Agreement with Dealer, and because Dealer Representative will have access to Explore Confidential Information and IP in connection with the Dealer Agreement, Dealer Representative agrees to the provisions set forth herein.

Agreement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The Recitals above are true and correct and are hereby incorporated herein by reference.

2. **Acknowledgements.** Dealer Representative acknowledges that (a) Dealer Representative has obtained a copy of the Dealer Agreement and all amendments thereto to date; (b) Dealer Representative has a financial interest in Dealer and will benefit from Explore Industries Elite USA, Inc. entering into the Dealer Agreement with Dealer; (c) Dealer Representative will have access to Explore Confidential Information and IP in connection with the Dealer Agreement and Dealer Representative's interest in Dealer; (d) this Agreement is necessary to preserve the goodwill of Explore's business and to protect its legitimate business interests; and (e) the business of Explore is international in scope and the products and services related to such business are marketed and sold worldwide, including without limitation throughout the United States, Canada, Europe, South America, Central America, Mexico, Australia, and the applicable territories and possessions.

3. **Noncompetition**. Dealer Representative covenants and agrees that during the Term of the Dealer Agreement and for twelve (12) months thereafter, Dealer Representative will not, either directly or indirectly, individually or through, on behalf of, or in conjunction with any person or entity, own, manage, operate, maintain, engage in, be employed by, consult with or have any interest in (excepting a smaller than two percent (2%) ownership interest in any publicly traded company) any business or undertaking that sells, manufactures, distributes, markets, supplies or purchases products which are similar to, substitutable for, or are otherwise competitive with the Products (as defined in the Dealer Agreement), anywhere in North America, other than as expressly authorized in writing by Explore. Dealer Representative agrees that this covenant is reasonable with respect to its duration, geographical area and scope, and is necessary to protect the goodwill of Explore and its

brands. In the event of a breach of this covenant, the term of such covenant shall be extended by the period of the duration of such breach.

4. **Remedies.** If Dealer Representative commits a breach, or threatens to commit a breach, of any of the provisions of Section 3 (Noncompetition) hereof, Explore shall have the right and remedy, in addition to any others, to have the provisions of Section 3 specifically enforced by any court having equity jurisdiction, together with an accounting therefor, it being acknowledged and understood by Dealer Representative that any such breach or threatened breach will cause irreparable harm to Explore and that money damages will not provide an adequate remedy therefor. The rights and remedies of Explore are cumulative and not alternative.

5. **Representations and Warranties**. Dealer Representative represents and warrants to Explore as follows:

(a) Dealer Representative has full power and lawful authority to execute this Agreement. The execution, delivery, and performance by Dealer Representative of this Agreement do not, and will not, (i) contravene or conflict with any law, statute or regulation whatsoever to which Dealer Representative is subject; or (ii) constitute a default (or an event which with notice or lapse of time or both would constitute a default) under, or result in the breach of, any contract, agreement or other instrument to which Dealer Representative is a party or which may be applicable to Dealer Representative. This Agreement is a legal and binding obligation of Dealer Representative and is enforceable in accordance with its terms.

(b) Dealer Representative may reasonably expect to benefit, directly or indirectly, from the making of this Agreement and from the Dealer Agreement.

6. **Costs and Attorney's Fees**. If Explore or its successors or assigns should commence any suit, action or other legal proceeding against Dealer Representative to enforce this Agreement, the person or persons bringing such suit, action or proceeding shall be entitled to receive from Dealer Representative, and Dealer Representative agrees to pay to such person or persons, if such person or persons shall be successful in such suit, action or proceeding, all reasonable costs and expenses thereof (including attorneys' fees, allocable fees of in-house counsel and costs of suit).

7. **Notice**. Any notice, request, demand, statement or consent given or made hereunder shall be in writing, shall be addressed as set out on the signature page of this Agreement for Dealer Representative and as set out in the first paragraph hereof for Explore (attention President, with a copy to General Counsel), and shall be considered given either (a) when delivered in person to the party intended; (b) three (3) business days after deposit in the United States mail in a sealed envelope, wrapper or container addressed by name and address to the party intended by registered or certified mail, return receipt requested, postage and postal charges prepaid; or (c) on the next business day after being deposited with a national commercial overnight delivery service (such as, but not limited to, FedEx or UPS) for next business day delivery. Dealer Representative or Explore may designate a change of address by notice to the other in accordance with this Section. The foregoing notwithstanding, any notice hereunder shall be effective when actually received or refused by the party intended.

8. **Additional Documents**. Upon the reasonable request of Explore, Dealer Representative will, at any time and from time to time, duly execute and deliver to Explore any and all such further instruments and documents and supply such additional information as may be necessary or advisable in the opinion of Explore to further evidence or perfect this Agreement.

9. **Successors and Assigns; Assignment**. Dealer Representative's obligations and liabilities under this Agreement shall be binding upon Dealer Representative's successors, heirs, legatees, devisees, administrators, executors and permitted assigns. The rights and remedies granted to Explore under this Agreement shall also inure to the benefit of Explore's Affiliates, successors and assigns. This Agreement may not be assigned by Dealer Representative without the prior written consent of Explore. Any purchaser of any Explore entity or of all or substantially all of its assets shall be entitled to the benefits of this Agreement, whether or not this Agreement is assigned to such purchaser. Any Explore entity may assign or otherwise transfer any or all of its rights under this Agreement without notice to or the consent of Dealer Representative. In such event, the transferee shall automatically and immediately be deemed substituted for such Explore entity under this Agreement. Dealer Representative shall sign any documents Explore requires to give effect to an assignment or

transfer by any Explore entity under this Section.

10. **Severability**. Whenever possible, each provision and term of this Agreement shall be interpreted in a manner to be effective and valid, but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term shall be fully severable and will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner the remainder of such provision or term or the remaining provisions and terms of this Agreement. If any covenant set forth in Section 3 (Noncompetition) hereof is determined by any court of competent jurisdiction to be unenforceable by reason of extending for too long a period of time or over too large a geographic area or by reason of being too extensive in any other respect or for any other reason, such section will be interpreted to extend only over the longest period of time for which it may be enforceable and/or over the largest geographic area as to which it may be enforceable and/or to the maximum extent in all other aspects as to which it may be enforceable, all as determined by such court.

11. **Governing Law; Jurisdiction and Venue**. This Agreement shall be deemed to be a contract made under, and for all purposes shall be construed in accordance with, the internal laws and judicial decisions of the State of Tennessee without giving effect to its conflict of law principles. The parties hereto agree that any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of both the state and federal courts in Knox County, Tennessee. For that purpose, the parties hereby submit to the exclusive jurisdiction of the state and federal courts of Knox County, Tennessee. Each party hereto further agrees to accept service of process out of any of the before mentioned courts in any such dispute by registered or certified mail addressed to such party.

12. **WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER EXPLORE OR DEALER REPRESENTATIVE RELATING TO, ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT.**

13. **Amendment; Waiver**. No amendment or modification of any provision of this Agreement shall be effective unless the same shall be in writing signed by Dealer Representative and a duly authorized officer of Explore, and then shall be effective only to the specific instance and for the specific purpose for which given. Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy provided by law or under this Agreement by either Explore or Dealer Representative shall not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement. No waiver of a breach of a term of this Agreement operates as a waiver of any other or further breach of that term or of a breach of any other term of this Agreement

14. **Counterparts and Delivery**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile, PDF and electronic signatures shall be deemed originals.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

DEALER REPRESENTATIVE:

Signature:_____
Name Printed:_____
Address:_____
_____

EXPLORE:

EXPLORE INDUSTRIES ELITE USA, INC.

By:_____
Name:_____
Title:_____

EXHIBIT G

DEALER INFORMATION

Current Dealers as of December 31, 2025:

	Address	City	State	Zip	Phone
Northern Colorado Pools DBA Leisure Pools Front Range Colorado DBA Leisure Pools Denver	17790 County Road 7	Mead	CO	80542-9744	(970) 408-1414
Dymond Pool & Spa, Inc. DBA K. Dymond Pool & Spa DBA Leisure Pools Sarasota	675 S Gulfview Blvd	Clearwater Beach	FL	33767-2677	(656) 500-7946
Summer Waves DBA Leisure Pools Jacksonville*	124 Burleigh Rd	Pomona Park	FL	32181-2117	(386) 244-4422
Aqua & Ember, LLC DBA Leisure Pools Athens	150 Meadowbrook Rd	Athens	GA	30606-4222	(678) 347-5814
JK Owen & Daughters Excavating, LLC DBA Leisure Pools Bloomington*	11350 N 525 East Rd	Stanford	IL	61774-9618	(309) 275-0404
Fouce Landscaping LLC DBA Leisure Pools Lake City	1684 W 600 S	Claypool	IN	46510-9693	(574) 527-4684
JL Clearwater Pools INC DBA Leisure Pools Wabash Valley	9570 N County Road 425 W	Brazil	IN	47834-7829	(812) 264-8484
Bitz Innovations DBA Aviva Pools Terre Haute	31 Mayflower Ct	Terre Haute	IN	47803-2482	(812) 870-2938
Urbine Construction LLC DBA Leisure Pools Fort Wayne	507 Constance Ave	Fort Wayne	IN	46805-1831	(260) 483-8108
Passion Pools LLC DBA Leisure Pools Northern Kentucky	14194 Dixie Hwy	Crittenden	KY	41030-8970	(859) 916-0870
Passion Holdings LLC DBA Leisure Pools Cincinnati	14194 Dixie Hwy	Crittenden	KY	41030-8970	(513) 250-6937
Passion Holdings LLC DBA Leisure Pools Dayton*	14194 Dixie Hwy	Crittenden	KY	41030-8970	(937) 777-9443

Pool Visions Corp DBA Leisure Pools Boston North	156 E Riding Dr	Carlisle	MA	01741-1602	(978) 369-6339
Backyard Paradise Pools, LLC DBA Leisure Pools Coastal Mississippi	26556 Highway 53	Saucier	MS	39574-8904	(228) 493-7665
Seaside Solutions, Inc. DBA Leisure Pools Brunswick*	3080 Mccall St SW	Supply	NC	28462-2145	(910) 846-3407
Elite Pools and Outdoor Living LLC DBA Leisure Pools of Northwest Ohio	13884 Township Road 37	Findlay	OH	45840-9728	(740) 244-3960
Omni Pools and Scapes, LLC DBA Leisure Pools Columbus	4445 Weaver Ct N	Hilliard	OH	43026-1330	(614) 278-9986
The Pool Company LLC DBA Leisure Pools Beaufort DBA Leisure Pools Savannah	56a Savannah Hwy	Beaufort	SC	29906-6208	(843) 525-1155
Rhône Construction, LLC DBA Aviva Pools Nashville South	7531 Southwell Dr	College Grove	TN	37046-2055	(615) 927-6479

***Dealer Agreements Signed, but Not Open as of December 31, 2025.**

EXHIBIT H

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Michigan	Michigan Department of Attorney General Corporate Oversight Division Franchise Section	G. Mennen Williams Building, 5th Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT I

STATE-SPECIFIC ADDENDA

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the Dealer Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Franchisee Acknowledgment / Compliance Certification:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ILLINOIS ADDENDUM TO DEALER AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Dealer Agreement, to the extent that the Dealer Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Dealer Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Dealer Agreement.

3. Except as expressly modified by this Addendum, the Dealer Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Dealer Agreement. In the event of any conflict between this Addendum and the Dealer Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Explore signs below.

EXPLORE:

Explore Industries Elite USA, Inc.

By: _____
Its:
Date: _____

DEALER:

_____

By: _____
Its:
Date: _____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Dealer cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 6, Additional Disclosure:

NSF checks are governed by Minn. Stat. 604.113, which puts a cap of $30 on service charges.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure), 180 days' notice for nonrenewal of the Dealer Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01 – 80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA ADDENDUM TO DEALER AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Dealer Agreement, to the extent that the Dealer Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Dealer Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Dealer Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§ 80C.01 – 80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure). Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Dealer Agreement; or (3) failure of the franchisee to cure a default under the Dealer Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Dealer Agreement shall not in any way abrogate or reduce your rights as

provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Dealer Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

The Dealer Agreement contains a waiver of jury trial provision. This provision may not be enforceable under Minnesota law.

Dealer consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Dealer Agreement.

3. Except as expressly modified by this Addendum, the Dealer Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Dealer Agreement. In the event of any conflict between this Addendum and the Dealer Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Explore signs below.

EXPLORE:	DEALER:
Explore Industries Elite USA, Inc.	_____
By: _____	By: _____
Its:	Its:
Date: _____	Date: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. The following information is added to the cover page of the Franchise Disclosure Document.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT H OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE DEALER TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is to be added at the end of Item 3:

With the exception of what is stated above, the following applies to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal, or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature, or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective

order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

Item 5, Additional Disclosures.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "Requirements for a franchisee to renew or extend," and Item 17(m), entitled "Conditions for franchisor approval of transfer":

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687(4) and 687(5) be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled "Termination by franchisee":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "Choice of forum," and Item 17(w), titled "Choice of law":

The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or the franchisee by Article 33 of the General Business Law of the State of New York

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

NEW YORK ADDENDUM TO DEALER AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 - 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Dealer Agreement, to the extent that the Dealer Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Dealer Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 - 695 may not be enforceable.

Any provision in the Dealer Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Dealer Agreement.

3. Except as expressly modified by this Addendum, the Dealer Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Dealer Agreement. In the event of any conflict between this Addendum and the Dealer Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Explore signs below.

EXPLORE: Explore Industries Elite USA, Inc.	DEALER: _____
By: _____ Its: Date: _____	By: _____ Its: Date: _____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et. seq.).

"According to Section 13.1 – 564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Franchise Questionnaires and Acknowledgments:

No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA ADDENDUM TO DEALER AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Dealer Agreement, to the extent that the Dealer Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."
>
> No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Dealer Agreement.

3. Except as expressly modified by this Addendum, the Dealer Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Dealer Agreement. In the event of any conflict between this Addendum and the Dealer Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Explore signs below.

EXPLORE: Explore Industries Elite USA, Inc.	DEALER: _____
By: _____ Its: Date: _____	By: _____ Its: Date: _____

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Dealer Agreement or a related contract which is inconsistent with the Law.

WISCONSIN ADDENDUM TO DEALER AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Dealer Agreement, to the extent that the Dealer Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Dealer Agreement.

3. Except as expressly modified by this Addendum, the Dealer Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Dealer Agreement. In the event of any conflict between this Addendum and the Dealer Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Explore signs below.

EXPLORE: Explore Industries Elite USA, Inc.	DEALER: _____
By: _____ Its: Date: _____	By: _____ Its: Date: _____

EXHIBIT J

DEALER DOCUMENTATION
TABLE OF CONTENTS

Table of Contents of Operations Manual	
Section	**Number of Pages**
Section A; Preface	8
Section B: Welcome	9
Section C: Brand Guidelines	12
Section D: Dealer Portal	28
Section E: Warranty	8
Section F: Installation Guide	56
TOTAL	**121**

EXHIBIT K

STATE EFFECTIVE DATES AND RECEIPTS

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
Illinois	Pending
Indiana	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
Virginia	Pending
Wisconsin	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the Dealer Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Explore Industries Elite USA, Inc. ("EI Elite") offers you a franchise, EI Elite must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, EI Elite or an affiliate in connection with the proposed franchise sale. Iowa, New York, and Rhode Island require that EI Elite give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that EI Elite give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If EI Elite does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Exhibit H.

The franchisor is Explore Industries Elite USA, Inc. located at 2901 Leisure Island Way, Knoxville, Tennessee 37914. Its telephone number is (865) 219-2880.

Issuance Date: March 10, 2026, as amended April 7, 2026

The franchise sellers involved in offering and selling the franchise to you are listed below (with address and telephone number) or will be provided to you separately before you sign the Dealer Agreement:

Clint McClain	2901 Leisure Island Way, Knoxville, Tennessee 37914	(865) 219-2880

(continue on additional pages, if necessary)

EI Elite authorizes the respective state agencies identified on Exhibit H to receive service of process for EI Elite in the particular state.

I have received a disclosure document with an issuance date of March 10, 2026, as amended April 7, 2026, that included the following Exhibits:

A. Financial Statements
B. Dealer Agreement (including Exhibits)
C. Guaranty
D. Closing Addendum
E. Consignment Agreement
F. Owner Noncompetition Agreement
G. Dealer Information
H. List of State Agencies/Agents for Service
I. State-Specific Addenda
J. Table of Contents of Dealer Documentation
K. State Effective Dates and Receipts

Date: _____
(Do not leave blank)

_____
(Print Name of Prospective Dealer (For Entity))

By: _____
Its: _____

Signature _____

_____
(Print Name of Prospective Dealer (For Individuals))

State: _____

Signature _____

Copy for Prospective Dealer

RECEIPT

This disclosure document summarizes certain provisions of the Dealer Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Explore Industries Elite USA, Inc. ("EI Elite") offers you a franchise, EI Elite must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, EI Elite or an affiliate in connection with the proposed franchise sale. Iowa, New York, and Rhode Island require that EI Elite give you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that EI Elite give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If EI Elite does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and those state administrators listed on Exhibit H.

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G. Dealer Information
H. List of State Agencies/Agents for Service
I. State-Specific Addenda
J. Table of Contents of Dealer Documentation
K. State Effective Dates and Receipts

Date: _____
(Do not leave blank)

_____
(Print Name of Prospective Dealer (For Entity))
By: _____
Its: _____

Signature _____

_____
(Print Name of Prospective Dealer (For Individuals))

Date: _____

Signature _____

Please sign and date both copies of this receipt, keep one copy (Copy for Prospective Dealer) for your records, and mail one copy (Copy for Explore Industries Elite USA, Inc.) to the address listed on the front page of this disclosure document or send by email to clint.mcclain@exploreindustries.com.

Copy for Explore Industries Elite USA, Inc.