



## **DEALER REFERRAL PROGRAM TERMS AND CONDITIONS**

The Lifestyle Screens Dealer Referral Program (the “Program”) offers dealers of Lifestyle Screens products the ability to earn a referral fee from Advanced Screenworks, LLC (“ASW”), for introducing, to ASW, companies that succeed in becoming new dealers of Lifestyle Screens products.

The Program is subject to the following terms and conditions:

1. Program is open only to dealers of Lifestyle Screens who have purchased from ASW, for resale, at least 1 unit of Lifestyle Screens garage door screens. If you are not a current dealer of Lifestyle Screens you may become eligible to participate in the Program by first becoming a dealer of Lifestyle Screens.
2. You (the “Referrer”) may introduce to ASW, your family members, friends, and associates or any other party known to you, so that they may seek to become a dealer of Lifestyle Screens. An introduction, for the purposes of the Program is accomplished by
  - a. the submission to ASW by e-mail to [Brian@AdvancedScreenworks.com](mailto:Brian@AdvancedScreenworks.com) the full contact information comprised of company name, complete address, company phone number, contact person, contact person phone number, and e-mail address of the contact person of the prospective dealer (the “Referral”); AND
  - b. the arrangement of a 3-way conference call between the you, the Referral and ASW at a time mutually acceptable to you, ASW, and the Referral. ASW shall provide Referrer with dial-in numbers for such conference call; AND
  - c. such other qualifications as may be necessary for admission of the Referral as a dealer by ASW, including but not limited to local licensing requirements, professional insurance requirements, and proximity of existing or other prospective dealers’ place of business to Referral’s place of business.

Upon the completion of 2 a. and 2 b. herein, or completion of such other action acceptable to ASW and deemed, in ASW’s sole discretion, as satisfactorily constituting a Referral, ASW will send you a formal notification of your entitlement to compensation under the Program with regard to the Referral (the “Notification”). Unless you receive such a Notification, you will not be entitled to compensation from ASW with respect to the Referral.

3. Within 90 days of the Notification, the Referral must complete its first purchase of Lifestyle Screens garage screen units from ASW (the “Initial Purchase”). If the Initial Purchase does

not occur within 90 days of the Notification, at ASW's sole discretion, the Referrer may no longer be eligible for compensation from ASW under the Program as a result of future sales by ASW to the Referral.

4. The primary place of business and primary shipping address of the Referral must be located no closer than 100 miles from the Referrer's primary place of business.
5. The Referrer will be compensated by ASW as follows:
  - a. Initial fee of 5% of the total product price of all units of Lifestyle Screens garage screen units purchased and paid for in the Initial Purchase. Product price does not include shipping charges, fees and taxes. To be clear, the initial fee of 5% shall be paid by ASW only with regard to the Initial Purchase; and
  - b. Trailer fee of 2% of the total product price of all units of Lifestyle Screens garage screen units purchased by the Referral on each such purchase completed from ASW by the Referral during each of the 12 calendar months following the Initial Purchase.
  - c. Any initial fee and any trailer fees owed to the Referrer by ASW shall be accrued and paid in full on or before the 5<sup>th</sup> business day of the calendar month immediately following the calendar month in which such initial and/or trailer fees are earned.
  - d. With respect to each Referral, the Referrer is entitled to no other compensation from ASW other than those described in 5 a. and 5 b. herein.
6. The terms of the Program does not constitute any partnership, employee/employer, joint venture or any other relationship whatsoever between ASW, the Referrer, and Referral other than that of vendor and purchaser. Moreover, neither the Referrer nor the Referral is a representative of ASW and any representation by Referrer that may be construed as such may result, in the sole discretion of ASW, in the disentitlement of Referrer from any fees or compensation owed to the Referrer under the Program.
7. Terms and conditions of the Program are subject to change, at any time and without notice to anyone whomsoever, at the sole discretion of ASW.
8. The Program may be terminated at any time at the sole discretion of ASW.
9. The Program is governed by the laws of the State of Georgia. Any and all claims arising as a result of the Program must be adjudicated by the courts within in the State of Georgia, in the County of Barrow.