



NETWORK RULES

The following GreenEarth® Affiliate Network Rules (the "Network Rules") and any changes to them which may be made by GreenEarth® Cleaning, L.L.C. are binding upon all signatories to Letters of Understanding with GreenEarth® Cleaning, L.L.C. and together with the Letter of Understanding form the "Agreement" between the parties.

1. DEFINITIONS. The capitalized terms used in these Network Rules and the Letter of Understanding shall have the meanings as set forth below in this Section 1.

1.1 Affiliate. Same as "Licensee." See Section 1.14.

1.2 Associate. The term "Associate" shall mean any person, entity, or company that (a) directly or indirectly owns or controls, (b) is directly or indirectly owned or controlled by, or (c) is under common control with the subject person, entity, or corporation. For purposes hereof, "control" or "controls" shall mean the right to elect one half (½) or more of the members of the board of directors or of the governing body of a non-corporate entity.

1.3 Confidential Information. The term "Confidential Information" shall mean (1) the terms of this Agreement and (2) Know-How and/or Trade Secrets provided by Licensor to Licensee in any format, (3) the information provided in the protected sector of the Licensor's web site, and (4) any other information relating to Licensed Products, Licensed Processes, or Licensed Equipment that is either designated as Confidential Information, or, if such other information was disclosed orally, as to which the disclosing party promptly provides recipient with a statement describing the nature of the information provided and designating the information as Confidential Information. Confidential Information does not include information in the public domain, provided it did not come into the public domain through the unauthorized acts of the non-disclosing party, nor does it include information which was in the non-disclosing party's possession prior to its disclosure to the non-disclosing party by the disclosing party. It is agreed that unless required by court order or law, neither party shall disclose Confidential Information to anyone without the express written consent of the other.

1.4 Copyright. The term "Copyright" shall mean and includes all rights granted to authors and assignees of works of authorship under United States Copyright Law, 17 U.S.C. p 101 et seq., and includes, without limitation, registered claims of copyright, applications for registration of claim of copyright, unregistered claims of copyright, and Works as defined in 17 U.S.C. p 101 et seq. with respect to which claims of copyright may be registered under the laws of the United States or any foreign country.

1.5 Dry cleaning. The term "Dry cleaning or drycleaning" shall mean the providing of dry cleaning and/or associated services to wholesale or retail customers under any trade name, service marks, or system whatsoever.

1.6 GreenEarth® Affiliate Network. The term "GreenEarth® Affiliate Network" shall mean those individual licensees, as a group, who have entered into Letters of Understanding with Licensor.

1.7 Intellectual Property. The term "Intellectual Property" shall mean Licensor's (i) Patents, (ii) Marks, (iii) Trade Secrets, Confidential Information, and Know-How, as provided by Licensor to Licensee from time to time, including, without limitation, information provided in the password-protected GreenEarth Affiliate Resource Center located on Licensor's web site, and (iv) Copyrights (including registered and unregistered claims of copyright).

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1.8 Know-How. The term “Know-How” shall mean all knowledge, enhancements, technology practices, processes, methods of production, materials, discoveries, improvements, developments, inventions, data, or similar other information relating to Licensed Products, Licensed Processes, or Licensed Equipment and/or all associated Intellectual Property.

1.9 Letter of Understanding. The term “Letter of Understanding” shall mean the letter agreement between Licensor and Licensee.

1.10 Affiliation Fee. The term "Affiliation Fee" shall mean the annual total of Per-Machine Fees or other fees payable in accordance with Section 4 of the Letter of Understanding.

1.11 Licensed Equipment. The term “Licensed Equipment” shall mean dry cleaning equipment approved by Licensor that is used to perform Licensed Processes with Licensed Products and includes, without limitation, equipment covered by Intellectual Property.

1.12 Licensed Products. The term “Licensed Products” shall mean the chemicals, substances, and other material approved from time to time by Licensor for use with Licensed Equipment in Licensed Processes, including, without limitation, products covered by Intellectual Property, products listed on Exhibit C, and improvements, revisions, and enhancements thereof.

1.13 Licensed Processes. The term “Licensed Processes” shall mean dry cleaning processes and procedures disclosed in or covered by Intellectual Property that are used in Licensed Stores.

1.14 Licensed Store. The term “Licensed Store” shall mean dry cleaning store or plant owned or operated by Licensee that use Licensed Products, Licensed Equipment, Licensed Processes and/or any of Licensor’s Intellectual Property.

1.15 Licensee. The term “Licensee” shall mean any establishment offering Drycleaning services and which has entered into a Letter of Understanding with Licensor. A licensee is also called an "Affiliate" or a “Member”.

1.16 Licensor. The term “Licensor” shall mean GreenEarth® Cleaning, L.L.C., a Florida limited liability company.

1.17 Marks. The term "Marks" shall mean Licensor’s registered and unregistered trademarks, service marks, collective marks, certification marks, and applications for registration thereof, together with all unregistered marks and trade dress currently used by Licensor.

1.18 Patent. The term “Patent” shall mean Licensor’s U.S. and foreign issued patents, pending patent applications, and the technology disclosed therein, and includes without limitation all continuations, divisions, continuations in part, reexaminations, inter partes reviews, and reissues thereof.

1.19 PerMachine Fee. The term "PerMachine Fee" shall be the applicable fee for each specific Drycleaning Machine, as set forth on Exhibit B enclosed with the Letter of Understanding (as amended from time to time). A Per-Machine Fee shall apply to all machines on any premises owned by or under the control of each specific Licensee, whether or not such machine or machines are, in fact, used with the Licensed Products or in the Licensed Processes, so long as Licensor qualifies the particular type of machine as being eligible for use with the Licensed Products in the Licensed Processes.

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2. ACKNOWLEDGMENTS.

2.1 Quality Standards. Each Licensee acknowledges the importance of utilizing the Intellectual Property in accordance with high standards of quality and service.

2.2 Understanding of Agreement. Each Licensee acknowledges that (a) Licensee has read these Network Rules, and (b) Licensee has been given an opportunity to confer with counsel and clarify any provision that Licensee did not understand. Each Licensee understands and accepts the terms, conditions, and covenants contained in these Network Rules as being reasonable and necessary to maintain Licensor's goodwill in the Intellectual Property.

2.3 Representations. Each Licensee acknowledges that (a) in all dealings with Licensee, the officers, directors, employees, and agents of Licensor or any of its Associates act and have acted only in a representative capacity and not in an individual capacity; and (b) these Network Rules and all business dealings between Licensee and Licensor are solely between the individual Licensee and Licensor, as an entity.

2.4 Converted Non-Class IIIA Machines. Each Licensee acknowledges that for converted non-Class IIIA machines using the Licensed Processes, it is a condition of the Letter of Understanding and Network Rules that the Licensee shall receive the approval of the local fire marshal with regard to the converted non-Class IIIA machine. If Licensee operates a Drycleaning Machine without securing this approval, it is a violation of these Network Rules subject to Disaffiliation as outlined in Section 10 of these Network Rules. In addition, Licensee acknowledges that the rules governing conversions as stated in the National Fire Protection Agency (NFPA) Section 32 are being followed currently and will be followed by Licensee continuously in the future operation of the converted machine(s). Failure to do so invalidates this License.

3. LICENSED RIGHTS.

3.1 No Sublicensing. The rights granted to each Licensee under the Letter of Understanding are personal to each such Licensee, and no Licensee is granted any right to sublicense any of Licensor's Intellectual Property.

3.2 Exclusivity. Each Licensee agrees that it will use the Licensor's Intellectual Property only in connection with services that involve use of the Licensed Products, Licensed Equipment and Licensed Processes. No Licensee shall use the Marks, or any portion thereof, as any part of the name of Licensee or the name under which Licensee does business, or in any way that would indicate to a reasonable consumer that Licensee's services are being provided by or on behalf of Licensor. Licensee shall receive Licensor's written approval for the way in which any of the Marks are portrayed to the public prior to using them commercially.

4. OBLIGATIONS OF LICENSEE.

4.1 Quality Standards. Each Licensee, in using the Licensor's Intellectual Property, shall comply with and uphold the Licensor's quality standards as communicated to the Licensees from time to time by the Licensor. It is acknowledged that the quality standards Licensor may impose are only those necessary to preserve the goodwill associated with the Licensor's Intellectual Property and that Licensor has no right otherwise to control any aspect of any Licensee's business operations.

4.2 Confidential Information. Each Licensee agrees to keep and maintain the Confidential Information in confidence and not to use or disclose the same except as permitted in these Network Rules. The Confidential Information shall be made available only to such of the Licensee's employees who have a reasonable need to know in the performance of their duties and who have signed written confidentiality agreements satisfactory in form and substance to Licensor. Licensee agrees

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that the Confidential Information provided to Licensee by Licensor during the Term of this Agreement shall continue to remain the property of the Licensor at the conclusion of the Term of this Agreement and shall not be utilized by the Licensee thereafter.

5. AFFILIATION FEES.

5.1 Annual Payments. Affiliate shall pay an Affiliation Fee based on: (i) the number of Drycleaning Machines in which Licensee may use the Licensed Processes or Licensed Products. The annual Affiliation Fee shall be payable in advance for a license period of twelve months duration and the amount of the annual Affiliation Fee shall be determined in accordance with Exhibit B. The annual Affiliation Fee for each Drycleaning Machine shall be due on the first day of the month following the date each machine begins operating using the Licensed Processes. At such time as the Licensee increases, decreases, or otherwise changes the number and/or type of machines eligible for the Licensed Processes or the Licensed Products. Licensee shall provide Licensor notice thereof, and, unless and until Licensor objects, Exhibit A shall be adjusted accordingly, effective as of the first day of the month following the month in which the said notice is given. Licensor may change the Per-Machine Fee used in calculating the Affiliation Fee no more often than annually by providing sixty (60) days' prior written notice to the Licensee.

5.2 Renewal Payments. Provided Affiliate is in good standing and at the option of Licensor, Affiliate may renew the Letter of Understanding and the Network Rules by paying the Affiliation Fee for the next annual term. Payment of Affiliation Fees for annual renewal terms indicates Affiliate's acceptance of the then-stated Letter of Understanding and Network Rules.

5.3 Late Fees and Collection Fees. Affiliate fees are due on the first day of the month following the date each machine begins operation, using the licensing process, and renew annually each year. If payment is not received within 14 days after due date, a ten (10%) percent late fee will be applied. If Licensee fails to make any payment within 30 days after Affiliate fees are due, the Affiliate's payments due may be sent to a collection agency to collect all fees including those associated with collection and all late fees due.

5.4 No Refunds. All payments made by Licensee to Licensor pursuant to the Licensee's Letter of Understanding and/or these Network Rules are nonrefundable.

5.5 Affiliation Fees Duration. All Affiliation Fees are due and payable until the Affiliate has been disaffiliated by the Licensor per Section 10 and the Letter of Understanding has been deemed to be terminated by the Licensor.

6. ENFORCING QUALITY STANDARDS.

6.1 Quality Operation. Each Licensee shall use the Licensor's Intellectual Property only in accordance with Licensor's quality standards. In this regard, each Licensee agrees to repair or replace damaged, worn, or obsolete signs or emblems bearing the Marks and to place or display at each of its business locations signs, emblems, lettering, and logos that properly display the Marks (as prescribed by Licensor).

6.2 Inspection and Compliance. To determine whether each respective Licensee is observing Licensor's quality standards and to verify the number and type of machines on premises owned by or subject to the control of Licensee using the Licensor's Intellectual Property, Licensor or its agents shall be permitted access at all reasonable times to all of the Licensee's stores or operations at which the Licensor's Intellectual Property is used.

6.3 Compliance with Law. Each Licensee acknowledges that it is responsible to secure and maintain in force in its name all required licenses, permits, and certificates relating to its business. Licensee shall conduct all operations that utilize the Licensor's Intellectual Property in full compliance with all applicable laws, ordinances and regulations.

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7. **ADVERTISING.** All advertising materials containing the Marks used by any Licensee must be in good taste (in Licensor's reasonable judgment) and comply with Licensor's standards and specifications. Licensee shall change or discontinue any such advertising if requested to do so by Licensor for reasonable cause.

8. **THE MARKS.**

8.1 Ownership and Goodwill. Each Licensee's right to use the Marks is derived solely from the applicable Letter of Understanding and these Network Rules and is limited as provided herein. Any unauthorized use of the Marks by Licensee shall constitute a breach of these Rules and an infringement of the rights of Licensor in and to the Marks. All usage of the Marks by any Licensee and any goodwill established thereby shall inure to the exclusive benefit of Licensor. The Letter of Understanding and these Rules do not confer any goodwill or other interests in the Marks upon any Licensee (other than the right to use the Marks in connection with its use of the Licensed Processes and the Licensed Products) as presented in the Marketport section of the GreenEarth website.

8.2 Limitations on Licensee's Use of the Marks. Each Licensee shall use the Marks only in connection with its use of the Licensed Processes or Licensed Products. All other actions with regard to the Marks are prohibited.

8.3 Use of Marks In Signage. Each Licensee shall have the right to use the marks in the Licensee's signage so long as the total area represented by the marks is less than 50% of the total area of the copy and images centered in the sign.

8.4 Use of Marks in Communications. Each Licensee shall use the Marks in all of its communications to the public regardless of the message format used and in accordance with the Marketport section of the GreenEarth website.

9. **TRANSFER.** Licensor may sell or assign all or a portion of its rights under the Letter of Understanding and these Network Rules at any time. Provided that the obligations of Licensor are assumed by the transferee, Licensor shall automatically, upon such sale or assignment, be released from further obligations to any of the Licensees in the GreenEarth® Affiliate Network. No Licensee may (directly or indirectly) transfer or assign its rights under the Letter of Understanding or these Network Rules or a controlling interest in the Licensee (by way of stock sale or otherwise) without the prior written consent of Licensor. To effect any permitted transfers, a transfer fee of \$100.00 (USD) per license will be charged to cover the administrative costs involved.

10. **DISAFFILIATION.**

10.1 Grounds for Disaffiliation. If any Licensee (a) is adjudged bankrupt or insolvent; (b) files a voluntary petition in bankruptcy or for similar relief from creditors; (c) makes or attempts to make an unauthorized transfer of its rights under the Letter of Understanding or these Network Rules or an ownership interest in Licensee; (d) makes any unauthorized use or disclosure of any Confidential Information, makes any unauthorized use of the Marks, or makes any unauthorized use of the Licensed Processes or the Licensed Products; (e) fails to make any payment to Licensor when the same is due; or (f) otherwise violates these Network Rules or breaches the Letter of Understanding, then the Letter of Understanding shall be deemed terminated and the Licensee shall be deemed disaffiliated with the GreenEarth® Affiliate Network upon the expiration of the applicable cure period (as described below) without the need for any further action or notice, provided that the breach or violation is not cured during the applicable cure period to the satisfaction of Licensor.

10.2 Cure Periods. For the events, breaches, and/or violations described in clauses (a), (b), and (f) of Section 10.1, the cure period is thirty (30) days; for the events, breaches, and/or violations described in clauses (c) and (e) of Section 10.1, the cure period is five (5) days; and for breaches and/or violations described in clause (d) of Section 10.1, there is no applicable cure period. In each case in which there is a cure period, the applicable cure period commences upon the date when notice of the

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event, breach, and/or violation is provided. For a breach for which there is no cure period, the termination is effective upon the giving of the said notice.

11. RIGHTS AND RESPONSIBILITIES UPON DISAFFILIATION.

11.1 Monetary Obligations. Each Licensee shall pay to Licensor or its Associates within fifteen (15) days after the effective date of termination of the Letter of Understanding and disaffiliation from the GreenEarth® Affiliate Network all amounts owed to Licensor or its Associates which have accrued, but which are then unpaid.

11.2 Intellectual Property, Marks and Trade Dress. After disaffiliation from the GreenEarth® Affiliate Network, each Licensee shall:

(a) Not directly or indirectly at any time or in any manner identify Associates or any business as using the Licensed Processes, Licensed Equipment or the Licensed Products, or as a Licensee of, or as otherwise associated with Licensor, or use any of the Marks or any colorable imitation thereof in any manner or for any purpose, or utilize for any purpose any trade name, trade or service mark, or other commercial symbol that suggests or indicates a connection, affiliation, or association with Licensor or the GreenEarth® Affiliate Network;

(b) Remove all signs, emblems, decals, or other items containing any of the Marks and return to Licensor or destroy all forms and materials containing any Mark or otherwise identifying or relating to Licensor or the GreenEarth® Affiliate Network;

(c) Discontinue using all of the Licensor's Intellectual Property.

(d) Furnish to Licensor, within thirty (30) days after the effective date of disassociation, evidence satisfactory to Licensor of Licensee's compliance along with the Confirmation of Inactive Status document, with the provisions of this Section 11.2 and Section 11.3 hereof and allow Licensor to visually inspect the premises to assure compliance.

11.3 Intellectual Property. Upon termination of the Letter of Understanding and disaffiliation from the GreenEarth® Affiliate Network (for any cause), each disaffiliated Licensee shall immediately cease to use any Intellectual Property and return to Licensor all copies of any Confidential Information.

11.4 Continuing Obligations. All obligations of Licensor and Licensee under Sections 4, 11.1 through 11.3 and 12.4 of the Network Rules shall continue, notwithstanding termination of the Letter of Understanding and/or disaffiliation from the GreenEarth® Affiliate Network.

12. RELATIONSHIP OF PARTIES/INDEMNIFICATION.

12.1 Independent Contractors. Neither the Letter of Understanding nor these Rules creates a fiduciary relationship between or among Licensor and the Licensee participants in the GreenEarth® Affiliate Network. Licensor and each Licensee are and shall be independent contractors. Nothing in the Letter of Understanding or these Network Rules is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. The Letter of Understanding is a license agreement only and not a franchise agreement. Licensor, other than the minimum quality controls necessary to preserve the validity of the Marks and the confidentiality of the Intellectual Property, has not (a) provided for itself the right to exercise significant controls over the business of any Licensee or (b) promised significant assistance to any Licensee or any other person in the operation of Licensee's business. If any employee of Licensor ever makes or purports to make any

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promise or exerts or attempts to exert any such control over or with respect to any Licensee's business, Licensee is obligated immediately to notify the Managing Director of Licensor with respect to any such statement or action.

12.2 No Authority. No Licensee shall on behalf of Licensor (a) make any express or implied agreements, warranties, guarantees, or representations; (b) incur any debt; or (c) represent that their relationship is other than Licensor and Licensee. Licensor shall not be obligated for any damages to any person or property directly or indirectly arising out of Licensee's business or other activities.

12.3 Taxes. Licensor shall have no liability for any sales, use, service, occupation, excise, gross receipts, income, property, or other taxes or assessments, whether levied upon Licensee or Licensee's property, or upon Licensor, in connection with sales made or business conducted by any Licensee. Payment of all such taxes shall be the responsibility of the Licensee.

12.4 Indemnification. Each Licensee shall indemnify, defend, and hold Licensor, its Associates, and their shareholders, directors, officers, employees, agents, consultants, independent contractors, successors, and assigns harmless against and shall reimburse them for all claims, obligations, taxes, assessments, and damages described in these Rules as belonging to Licensee and any claims directly or indirectly arising out of the Licensee's operations or the use of the Licensor's Intellectual Property, Marks, the Licensed Processes, the Licensed Equipment or the Licensed Products in any manner, including, without limitation, any claims, damages, or remediation obligations imposed as a result of environmental damage or the violation of environmental laws, but excluding any claims based on alleged infringement of intellectual property rights of third parties where the Licensed Products, the Licensed Equipment or the Licensed Processes, and the Marks are used in the manner prescribed by Licensor. For purposes of this indemnification, "claims" shall mean and include all obligations, actual and consequential damages, and costs reasonably incurred in the defense of any claim against the indemnified parties, including, without limitation, reasonable accountants', attorneys', and expert witness fees; costs of investigation and proof of facts; court costs; other litigation expenses; and travel and living expenses. Licensor shall have the right to defend any such claim against it in such manner as Licensor deems appropriate or desirable in its sole discretion.

13. GENERAL PROVISIONS.

13.1 Governing Law. The relationship between the parties shall be governed by the substantive laws of the State of Missouri.

13.2 Binding Effect. These Rules will inure to the benefit of, and be binding upon, the parties hereto and their heirs, successors, representatives, and permitted assigns and transferees, except as may be otherwise restricted pursuant to other sections of these Network Rules.

13.3 Amendment. In addition to paragraph 5.2 above, these Network Rules may be modified and amended at any time by Licensor. If Licensor revises these Network Rules, Licensor will post the changes to the Network Rules on the Affiliates Section of the GreenEarth website (www.greenearthcleaning.com). Licensor will also show the dates on which the Network Rules were last revised. Licensee's continued use of the GreenEarth Intellectual Property constitutes Licensee's acceptance of the revised Network Rules. It is the Licensee's responsibility to regularly check the GreenEarth website to determine if there have been changes to the Network Rules and to review such changes.

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13.4 Entire Agreement. The Letter of Understanding and these Network Rules, together with the Conditions for Use located on the GreenEarth Affiliate Resource Center sign in page and any schedules hereto or thereto, constitute the entire agreement between the Licensor and each respective Licensee participant in the GreenEarth® Affiliate Network. There are no other oral or written understandings or agreements between Licensee or Licensor or their respective Associates relating to the subject matter of the Letter of Understanding and/or these Network Rules, and all prior and contemporaneous agreements, understandings, conditions, warranties, and representations are superseded by the Letter of Understanding and these Network Rules. Headings herein and in the Letter of Understanding are for convenience of reference only and do not form a part of any agreement between Licensor and any Licensee. Schedules referenced herein and in the Letter of Understanding, however, are incorporated herein by reference and do form a part of the Letter of Understanding and these Network Rules.

13.5 Attorneys' Fees. If a claim for amounts owed by any Licensee to Licensor is asserted in any proceeding before a court of competent jurisdiction or arbitrator, or if Licensor is required to enforce its rights under the Letter of Understanding or these Network Rules in a judicial or arbitration proceeding, if Licensor prevails in such proceeding, Licensor shall be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees, to the extent incurred with respect to the issues for which Licensor prevails.

13.6 Judicial Enforcement and Injunctive Relief. Each Licensee agrees that all litigation initiated by Licensee to adjudicate a dispute must be filed in the courts in Jackson County, Missouri. Licensor may enforce these Rules, including, without limitation, any right Licensor may have to seek preliminary and permanent injunctive relief prohibiting unauthorized use or infringement of any of the Licensor's Intellectual Property in general and the Marks, the Licensed Processes, the Licensed Equipment or the Licensed Products specifically by judicial process in any court of competent jurisdiction, including (without limitation) courts in Jackson County, Missouri. Licensee consents to, and agrees not to contest or challenge, the jurisdiction or venue of the courts in Jackson County, Missouri, or the enforcement of any judgment of these courts with respect to Licensee anywhere Licensee uses the Intellectual Property or conducts operations using the Licensed Processes, Licensed Equipment or the Licensed Products.

13.7 Dry Cleaning Fluids Usage Notice. In order for Licensor to be in full compliance with the Federal Trade Commission's Truth in Advertising regulations in advising the public with regard to the services offered at each Licensed Store in the store location section of the Licensor's website, Licensee is required to inform Licensor as to the dry cleaning fluid(s) being used at the Licensed Store location. Licensed Stores using only the GreenEarth liquid silicone dry cleaning fluid shall be highlighted and designated as exclusive GreenEarth providers on the Licensor's website. Licensee agrees to promptly inform Licensor as to the dry cleaning fluid(s) being used at the start of the Letter of Understanding Agreement and at any time during the Term of the Agreement should a change occur in the dry cleaning fluid(s) being used at the Licensed Store.

13.8 Network Membership. All Licensees in good standing are Members of the GreenEarth Affiliates Network. As such, each Member is entitled to use all of GreenEarth's Intellectual Property (the Members' benefits), including its trademarks, brand, copyrighted materials, know how, branded products and activated clay filtration process. Upon disaffiliation as a Licensee, a Licensee is no longer a Member of the GreenEarth Affiliates Network and is no longer entitled to use any of the Members' benefits.

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