The ELT EasyGreen® Approved Partners Network Handbook

The ELT EasyGreen® Approved Partners Network is designed to put qualified professionals in the field to maintain and support ELT EasyGreen® Systems Performance, set up localized production where possible, integrate new technologies and develop distribution and sales channels to streamline delivery and execution.

Qualified companies interested in participating in this program must apply through ELT or an ELT EasyGreen® Dealer. ELT reserves the right to refuse approval for any reason.
The Network of ELT Approved Partners includes four different types of member positions. These are:

ELT Global

ELT Dealer

ELT Certified Installer (Walls)

ELT Certified Contractors (Roofs)

ELT Approved Producers/Grower

ELT Approved Retailers

This handbook identifies the role each of the member positions have within the network, as well as how any interaction between the members will be governed.

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ELT Global (ELT)

Role

The role of ELT is as follows:

- The management of the ELT Network including approval of network members, product supply, distribution, marketing and sales.
- Development of new products and service offerings.
- Provide product component warranties and assurances so that network members have the opportunity to provide full system warranties to ELT Clients. (refer specific details regarding warranties)
- Provide sales, product and technical training to network members.
- Establish and protect intellectual property and trademark rights.

Relationships

ELT may work with member partners in either vendor/purchaser agreements, licensor/licensee agreements or in some cases both, however at all times all parties are and will remain independent contractors, and is not and will not be deemed to be an employee, joint venture, partner or franchisee of ELT Easy Green for any purpose whatsoever. ELT is the owner of patent and trademark rights and reserves the right to manage and exercise these rights in any manner it chooses.

ELT may require assistance from the network partners in the execution of its roles and will request such assistance if it is deemed necessary by ELT.

1. ELT Best Management Practices

1.1. Intellectual Property

1.1.1 ELT has filed for intellectual property rights in many territories and is the sole owner of these rights and does not share ownership of these with any network partner.

1.1.2 ELT will ask that all network member partners sign a confidential disclosure before acceptance into the ELT network that recognizes ELT as the owner of intellectual property regarding ELT products, services, processes and trademarks. This protects not only ELT but other network members whom have a vested interest in the ELT network.

1.1.3 ELT may, if it becomes aware of any infringement of ELT Intellectual Property or trade mark rights, take any and all action it deems necessary to protect ELT rights. ELT will consult with affected network member partners and ELT legal team before taking any actions to protect its rights.

1.1.4 The decision to apply for any further rights on new products, existing products, and trademarks will be based on the return on these investments and associated risk factors and will be at the sole discretion of ELT.

1.2. Network Management

1.2.1 ELT will maintain good communication with all member partners of the ELT network.

1.2.2 ELT will publish specifications and product data sheets for all network members to use.

1 .2.3 ELT will continue to train ELT Approved Network Members where there are needed.

1.2.4 ELT will set up controls and protocols that are deemed to increase efficiencies between network members and maintain quality standards set by ELT.

1.2.5 ELT will either approve or deny all applications for ELT Network Member Partner status based on information collected.

1.2.6 If it is deemed by ELT, that a Network Member is not able to execute in their role or is in breach of any of the agreements or covenants to ELT, then ELT may, after discussions with the Network Member, change the role, change the scope of the role, assume the role and/or remove them from the network.

1.3. Marketing

1.3.1 ELT will work with network member partners within their regions to develop strategic marketing plans tailored to their specific regions.

1.3.2 ELT may develop co-operative marketing programs with network member partners from time to time depending on the specific needs and benefits to all parties.

1.3.3 ELT will on its own discretion make best efforts to support all marketing efforts by network members.

1.4. Research and Development: ELT will continue to run R&D programs where they are deemed important in the development of new innovations, quantification of important data, or potential development of new markets and ELT is the owner of any new innovations or products.

This handbook is to be reissued annually and members will govern themselves as per the most recent version.

The objective of this handbook is to identify how the network functions as a whole and identifies the players involved in bringing ELT EasyGreen® offering to ELT clients around the world.

ELT looks forward to working with our approved partners in bringing sustainable technologies to the world.

Greg Garner
President ELT Global

The ELT Approved Dealer

Role

The ELT Approved Dealer is the primary entity charged with managing the business model for commercial markets within their specific territory. The ELT Approved Dealer will work with ELT to develop marketing, sales, production, distribution, and service strategies for their territory in the promotion and sale of ELT product and service offerings. The ELT Dealer must be exclusive to ELT Products and Service Offerings and cannot work with any competing product or company. ELT in most cases will be exclusive to the ELT Approved Dealer with regards to commercial markets. ELT reserves the right to deal directly with retail market segments and although the ELT Approved Dealer may also explore retail sales channels there are no exclusive rights granted with regards to the retail market, unless otherwise detailed in the ELT Dealer Agreement. Depending on the core competencies of the ELT Dealer, the Dealer may assume (with ELT's authorization) more than one Network Partner roles.

Relationships

The relationship between ELT and the ELT Approved Dealer is that both parties are and will remain independent contractors, and is not and will not be deemed to be an employee, joint venture, partner or franchisee of ELT Easy Green for any purpose whatsoever. ELT will work with the Dealer to provide training and technical support to the Contractors, as well as other value added support such as Quote Tools, web site recognition and lead generation and management.

ELT will work with the Dealer, and the Dealer will keep ELT informed about all aspects of the business within the assigned territory. ELT and the Dealer will work together specifically on setting product pricing and warranty offerings within the territory. The Dealer is to only offer ELT branded products that have been produced by either ELT or an ELT Approved supplier.

Between ELT, the ELT Dealer and the ELT Certified Contractor, a joint effort in market analysis and forecasting will be expected as a continuous effort to ensure we match supply with demand and offerings with needs.

1. Expectations on the ELT Approved Dealer

The Dealer must:

1.1 Be exclusive to ELT branded goods and service offerings.

1.2 Develop a comprehensive 2 year business plan for their specific territory on an annual basis outlining market segments, projected sales and distribution channels.

1.3 Approve all pricing to be sent out to the ELT Certified Contractors through the ELT Quote Tool 2 weeks prior to any required updates.

1.4 Stay current with product and system updates that will be needed from time to time through online update courses.

1.5 Follow ELT Best Management Practices where they apply.

1.6 Identify yourself as an Active ELT Dealer when promoting or supporting ELT EasyGreen® Products and Services.

1 .7 Ensure each ELT system installed will qualify for ELT Extended System Warranties.

1.8 Only purchase and offer ELT branded goods and services that are either produced or supplied by ELT or an ELT Approved Producer.

1.9 Maintain the integrity of ELT systems by only using ELT approved products, suppliers and plant specifications.

1.10 Maintain a status of good standing with the ELT Approved Producers with regards to payment terms and quality of workmanship.

1.11 Respect lead time requirements when committing to projects especially with pre-grown product.

2. Dealer Best Management Practices

2.1. Sales

2.1.1 Use ELT sales presentations and literature when promoting or explaining ELT products, systems, warranties and maintenance programs.

2.1.2 Set expectations with the client such as time lines or system operations.

2.1.3 Defer technical questions to the ELT Technical Department.

2.1.4 Form strategic alliances with other players in the industry such as Architects, Landscape Architects, Urban Designers, Specifiers, and Water Proofing Manufacturers etc. to make it easier for our clients to find our solutions.

2.1.5 Educate the clients.

2.2. Purchasing

2.2.1 Only purchase products from either ELT or an ELT Approved Producer that has been identified on the Approved Producer list as being able to supply to your specific territory.

2.2.2 Stay within the terms of ELT Approved Producers as per the terms and conditions outlined in your Dealer agreement or otherwise mutually agreed to.

2.3. Quoting

2.3.1 Always quote with an updated version of the ELT Quote Tool.

2.3.2 Always quote a maintenance program with every project and include a schedule of work to be done.

2.3.3 Include with each quotation an extended warranty offer including price.

2.3.4 With each quote reference the drawings or plans that were used in the quotation process by name, number and date.

2.3.5 Once a quotation is submitted to the client, be sure to use the lock function on the Quote Tool to create a permanent record for the client, yourself and ELT to reference.

2.3.6 Ensure your seal of certification that is shown on the quotation is current within two years.

2.3.7 If quote is to be submitted from an ELT Certified Contractor, be sure the project does not exceed the Contractors capabilities or resources.

2.4. Project Execution

2.4.1 Ensure every ELT EasyGreen® System is installed as per ELT EasyGreen® Specifications.

2.4.2 Follow up with ELT Certified Contractors to confirm they have addressed all liability issues with regards to each project. Due diligence requirements to address liability issues may be performed by either the Contractor or the client. If performed by the client or other parties the ELT Certified Contractor must receive all due diligence work to ensure that all liability issues have been addressed and any risks have been mitigated. Due diligence work to address liability issues may include, but is not limited to, the following:

2.4.3 Engineering reports identifying load bearing capacities of buildings and structural issues.

2.4.4 Landscape Architects stamps and drawings.

2.4.5 Permits showing compliance with relevant codes.

2.4.6 Any approvals that may be required by others such as membrane manufacturers, mechanical engineers etc.

2.4.7 Documentation showing services supplied by others and the details of these services.

2.4.8 Perform due diligence to ensure all maintenance on ELT systems is performed as per the ELT Specifications and Best Management Practices and forward this to ELT.

3. Dealer Marketing

3.1 Only use the ELT EasyGreen® approved logos and insignia in the proper colour and (PMS 355, Yellow and Black) aspect ratios when promoting ELT EasyGreen® Products, Services and Networks.

3.2 Other approved logo and insignias may be used in conjunction with ELT EasyGreen® logos and insignia when promoting ELT EasyGreen® products but must not appear larger or bolder than ELT's.

3.3 Identify yourself as an ELT Approved Dealer when engaged with clients regarding ELT EasyGreen® offerings.

3.4 Identify ELT EasyGreen® Products and Services as such and always use the ELT EasyGreen® logos and insignia in their promotion.

3.5 Send all pictures of projects to ELT Marketing Department showing before, during and after stages of the project. ELT may wish to use these in their marketing efforts and will be able to do so.

3.6 Only use ELT presentations when promoting ELT offerings and do not alter or change the presentations unless otherwise approved by ELT.

3.7 ELT Approved Dealers are expected to participate in trade shows they deem important to their territory. ELT will focus on International and National trade shows but may opt to support the Dealer at their shows at its own discretion.

3.8 Participate in the co-operative marketing program offered by ELT on an annual basis.

4. ELT EasyGreen® Initial and Ongoing Training Programs

4.1 To become an ELT Approved Dealer you must successfully complete an initial training course.

4.2 From time to time ELT may require Dealers to take "Update Trainings" in order to stay current with new products and service offerings ELT adds to their product line. These will likely be limited to web or online trainings and you must have attended an initial full training course to qualify.

4.3 Each ELT Approved Dealer will receive a licensed copy of the ELT Quote Tool. This software is for ELT Approved Network Members only, and is not to be redistributed, copied, or disclosed to any other parties.

4.4. ELT Quote Tool: The ELT Quote Tool is the current pricelist for each Certified Contractor and therefore is considered confidential. The tool is to be used for quoting projects requiring ELT EasyGreen® Products and Services. It is not to be used in any other manner and is subject to the confidential disclosure agreement signed between every ELT Certified Contractor and ELT. The Dealer will ensure the Quote Tool is managed as per the Quote Tool section under Certified Contractors.

This handbook will be updated on an annual basis and the Dealer will be governed as per the most recent version of this handbook.

We look forward to a mutually beneficial relationship with all of our member partners in the ELT EasyGreen® family and will work hard to meet the needs of all.

The ELT Certified Installer (Living Walls)

Role

The ELT Certified Installer's role is primarily to provide installation of ELT Living Walls and liaise with ELT Network Partners for the maintenance services so the client is offered a complete ELT EasyGreen® Living Wall System. An ELT EasyGreen® Living Wall System must be installed by an ELT Certified Installer in order for a full and extended warranty to be offered to the client – refer section on warranty.

Relationships

The relationship between ELT and the ELT Certified Installer is that both parties are and will remain independent contractors, and is not and will not be deemed to be an employee, joint venture, partner or franchisee of ELT Easy Green for any purpose whatsoever. ELT will work with the Dealer to provide training and technical support to the Installers, as well as other value added support such as Quote Tools, web site recognition and lead generation and management. There is no exclusivity granted to the Installer nor does ELT require exclusivity from the Installer however, if the Installer is found to be using products or systems that infringe ELT trademarks or intellectual properties and rights, ELT may terminate any and all relationship with the Installer.

Installers that have applied and been accepted into the ELT Network for the most part work with the ELT Dealer for the territory in a vendor/customer relationship. In some cases where there are no ELT Dealers appointed, ELT may fulfill the Dealer functions for the territory. The Dealer and the Installer may engage in either separate or joint marketing activities provided they are consistent with the ELT protocols outlined in the hand book.

Between ELT, the ELT Dealer and the ELT Certified Installer, a joint effort in market analysis and forecasting will be expected as a continuous effort to ensure we match supply with demand and offerings with needs.

Expectations of the Installer

1. For a Installer to maintain an "Active Certified Installer" status, they must:

    1.1 Use the ELT Quote Tool provided to them with current price lists and product offerings to quote all projects using ELT EasyGreen® Systems.
    1.2 Update the ELT Quote Tool on a quarterly basis or when instructed to by ELT to ensure that they are quoting with current information.
    1.3 Stay current with product and system updates that will be needed from time to time through on line update courses.
    1.4 Follow ELT Best Management Practices where they apply.
    1.5 Identify yourself as an Active ELT Certified Installer when promoting or supporting ELT EasyGreen® Products and Services.
    1 .6 Ensure each ELT system installed will qualify for ELT Extended System Warranties.
    1 .7 Work with ELT distribution and sales channels.

1.8. Maintain the integrity of ELT systems by only using ELT approved products, suppliers and plant specifications.

1 .9 Maintain a status of good standing with the ELT EasyGreen® Dealers with regards to payment terms and quality of workmanship.

1.10 Respect lead time requirements when committing to projects especially with pre-grown product.

Installer Best Management Practices

2.1. Sales

2.1.1 Use ELT sales presentations and literature when promoting or explaining ELT products, systems, warranties and maintenance programs.

2.1.2 Engage the resources of ELT EasyGreen® Sales Representatives and Dealers.

2.1.3 Communicate with ELT EasyGreen® Sales Reps and Dealers.

2.1.4 Educate the clients.

2.2. Quoting

2.2.1 Always quote with an updated version of the ELT Quote Tool.

2.2.2 Always quote a maintenance program with every project and include a schedule of work to be done.

2.2.3 Include with each quotation an extended warranty offer including price.

2.2.4 With each quote reference the drawings or plans that were used in the quotation process by name, number and date.

2.2.5 Once quotation is submitted to client be sure to use the lock function on the Quote Tool to create a permanent record for the client, yourself and ELT to reference.

2.2.6 Ensure your seal of certification that is shown on the quotation is current within two years.

2.3. Installations

2.3.1 Install every ELT EasyGreen® System as per ELT EasyGreen® Specifications.

2.3.2 Address all liability issues with regards to each project. Due diligence requirements to address liability issues may be performed by either the Installer or the client. If performed by the client or other parties the ELT Certified Installer must receive all due diligence work to ensure that all liability issues have been addressed and any risks have been mitigated. Due diligence work to address liability issues may include but is not limited to the following:

2.3.3 Engineering reports identifying load bearing capacities of buildings and structural issues.

2.3.4 Landscape Architects stamps and drawings.

2.3.5 Permits showing compliance with relevant codes.

2.3.6 Any approvals that may be required by others such as membrane manufacturers, mechanical engineers etc.

2.3.7 Documentation showing services supplied by others and the details of these services.

2.4. Maintenance

2.4.1 Adhere to ELT's commitment to sustainability and conservation by minimizing the application of water, nutrients, and pesticides.

2.4.2 Only use ELT EasyGreen® Maintenance Products.

2.4.3 Automatic irrigation systems must be installed for a project to qualify for an ELT System Warranty unless otherwise approved by ELT. An irrigation program must be submitted with the warranty application form and project information sheet.

2.4.4 Identify the plant replacement factor when quoting the project and include this in the maintenance contract.

2.4.5 Identify minimum visits requirements to maintain the project and ensure winterization of irrigation systems is performed at the appropriate times where required.

2.5. Sub Contracting: ELT recommends that ELT Certified Installers only sub contract to other ELT Certified Installers. Sub contracting to non ELT Certified Installers may void ELT warranties.

3. Installer Marketing

3.1 Only use the ELT EasyGreen® approved logos and insignia in the proper colour (PMS 355, Yellow and Black) and aspect ratios when promoting ELT EasyGreen® Products, Services and Networks.

3.2 The Installer's logo and insignias may be used in conjunction with ELT EasyGreen® logos and insignia when promoting ELT EasyGreen® products but must not appear larger or bolder than ELT's.

3.3 Identify yourself as an ELT approved Installer when engaged with clients regarding ELT EasyGreen® offerings.

3.4 Identify ELT EasyGreen® Products and Services as such and always use the ELT EasyGreen® logos and insignia in their promotion.

3.5 Send all pictures of projects to ELT Marketing Department showing before, during and after stages of the project. ELT may wish to use these in their marketing efforts and will be able to do so.

3.6 Only use ELT presentations when promoting ELT offerings and do not alter or change the presentations unless otherwise approved by ELT.

3.7 ELT EasyGreen® Certified Installers are encouraged to participate in regional trade shows they deem important. ELT will focus on National trade shows but may support regional shows at its own discretion.

4. ELT EasyGreen® Initial and Ongoing Training Programs

4.1 To become an ELT EasyGreen® Certified Installer you must send a representative from your organization to an initial training and they must complete the training in full.

4.2 From time to time ELT may require Certified Installers to take "Update Trainings" in order to maintain their "Active Status" and stay current with new products and service offerings ELT adds to their product line. These will

likely be limited to web or online trainings and you must have attended an initial full training course to qualify.

4.3 Each Installer who has sent a representative to an ELT Training Course will receive a certificate declaring they are an ELT EasyGreen® Certified Installer. The representative of the company will receive a wallet size card indicating they have successfully completed the ELT EasyGreen® initial training course.

4.3.1 Each Certified Installer will receive a licensed copy of the ELT Quote Tool as a part of their Certified Installer Package. This software is for Certified Contactors only and is not to be redistributed, copied, or disclosed to any other parties.

5. ELT Quote Tool

5.1 The ELT Quote Tool is the current pricelist for each Certified Installer and therefore is considered confidential. The tool is to be used for quoting projects requiring ELT EasyGreen® Products and Services. It is not to be used in any other manner and is subject to the confidential disclosure agreement signed between every ELT Certified Installer and ELT.

5.2 Each Installer will receive a Quote Tool for the territory they operate in.

5.3 If an Installer operates in more than one territory they may receive additional copies to cover the territories they work in.

5.4 The Quote Tool will generate a quote in PDF format displaying the ELT EasyGreen® Seal identifying the Installer as an active ELT Certified Installer. The Installer may also have their information displayed by sending their logo and information to ELT so that it may be entered into the Quote Tool update system at ELT corporate.

5.5 Each quote sent out must be recorded and submitted to ELT through the "Lock" function on the Quote Tool. This provides ELT with the visibility to forecast stocking and inventory requirements.

5.6 The Quote Tool is to be updated on a quarterly basis or whenever a request to update is received.

5.7 Failure to use the tool as required by ELT may result in limited or no product available for the Installer.

6. "Active Status"

6.1 For an ELT Certified Installer to remain active they must meet the following criteria:

6.2 Have an individual employed with them who has taken the initial training and all required update trainings.

6.3 Completed 12 projects within 2 years of becoming an ELT Installer or purchased product in excess of $10,000 dollars within the last 12 months.

6.4 Is in good standing with ELT and ELT Dealers regarding quality of work, terms and conditions of purchasing and compliance with ELT Best Management Practices and other business practices.

This handbook will be updated on an annual basis and Installers will govern

themselves as per the most recent version of this handbook.
We look forward to a mutually beneficial relationship with all of our Installers in the ELT EasyGreen® family and will work hard to meet the needs of all

The ELT Certified Contractor (Living Roofs)

Role

The ELT Certified Contractor's role is primarily to provide installation of ELT Living Roofs and liaise with ELT Network Partners for the maintenance services so the client is offered a complete ELT EasyGreen® Living Roof System. An ELT EasyGreen® Living Roof System must be installed by an ELT Certified Contractor in order for a full and extended warranty to be offered to the client – refer section on warranty.

Relationships

The relationship between ELT and the ELT Certified Contractor is that both parties are and will remain independent contractors, and is not and will not be deemed to be an employee, joint venture, partner or franchisee of ELT Easy Green for any purpose whatsoever. ELT will work with the Dealer to provide training and technical support to the Contractors, as well as other value added support such as Quote Tools, web site recognition and lead generation and management. There is no exclusivity granted to the Contractor nor does ELT require exclusivity from the Contractor however, if the Contractor is found to be using products or systems that infringe ELT trademarks or intellectual properties and rights, ELT may terminate any and all relationship with the Contractor.

Contractors that have applied and been accepted into the ELT Network for the most part work with the ELT Dealer for the territory in a vendor/customer relationship. In some cases where there are no ELT Dealers appointed, ELT may fulfill the Dealer functions for the territory. The Dealer and the Contractor may engage in either separate or joint marketing activities provided they are consistent with the ELT protocols outlined in the hand book.

Between ELT, the ELT Dealer and the ELT Certified Contractor, a joint effort in market analysis and forecasting will be expected as a continuous effort to ensure we match supply with demand and offerings with needs.

Expectations of the Contractor

2. For a Contractor to maintain an "Active Certified Contractor" status, they must:

   1.1 Use the ELT Quote Tool provided to them with current price lists and product offerings to quote all projects using ELT EasyGreen® Systems.
   1.2 Update the ELT Quote Tool on a quarterly basis or when instructed to by ELT to ensure that they are quoting with current information.
   1.3 Stay current with product and system updates that will be needed from time to time through on line update courses.
   1.4 Follow ELT Best Management Practices where they apply.
   1.5 Identify yourself as an Active ELT Certified Contractor when promoting or supporting ELT EasyGreen® Products and Services.

1 .6 Ensure each ELT system installed will qualify for ELT Extended System Warranties.
1 .7 Work with ELT distribution and sales channels.
1.8 Maintain the integrity of ELT systems by only using ELT approved products, suppliers and plant specifications.
1.9 Maintain a status of good standing with the ELT EasyGreen® Dealers with regards to payment terms and quality of workmanship.
1.10 Respect lead time requirements when committing to projects especially with pre-grown product.

Contractor Best Management Practices

2.1. Sales

2.1.1 Use ELT sales presentations and literature when promoting or explaining ELT products, systems, warranties and maintenance programs.
2.1.2 Engage the resources of ELT EasyGreen® Sales Representatives and Dealers.
2.1.3 Communicate with ELT EasyGreen® Sales Reps and Dealers.
2.1.4 Educate the clients.

2.2. Quoting

2.2.1 Always quote with an updated version of the ELT Quote Tool.
2.2.2 Always quote a maintenance program with every project and include a schedule of work to be done.
2.2.3 Include with each quotation an extended warranty offer including price.
2.2.4 With each quote reference the drawings or plans that were used in the quotation process by name, number and date.
2.2.5 Once quotation is submitted to client be sure to use the lock function on the Quote Tool to create a permanent record for the client, yourself and ELT to reference.
2.2.6 Ensure your seal of certification that is shown on the quotation is current within two years.

2.3. Installations

2.3.1 Install every ELT EasyGreen® System as per ELT EasyGreen® Specifications.
2.3.2 Address all liability issues with regards to each project. Due diligence requirements to address liability issues may be performed by either the Contractor or the client. If performed by the client or other parties the ELT Certified Contractor must receive all due diligence work to ensure that all liability issues have been addressed and any risks have been mitigated. Due diligence work to address liability issues may include but is not limited to the following:
2.3.3 Engineering reports identifying load bearing capacities of buildings and structural issues.
2.3.4 Landscape Architects stamps and drawings.
2.3.5 Permits showing compliance with relevant codes.
2.3.6 Any approvals that may be required by others such as membrane manufacturers, mechanical engineers etc.

2.3.7 Documentation showing services supplied by others and the details of these services.

2.4. Maintenance

2.4.1 Adhere to ELT's commitment to sustainability and conservation by minimizing the application of water, nutrients, and pesticides.

2.4.2 Only use ELT EasyGreen® Maintenance Products.

2.4.3 Automatic irrigation systems must be installed for a project to qualify for an ELT System Warranty unless otherwise approved by ELT. An irrigation program must be submitted with the warranty application form and project information sheet.

2.4.4 Identify the plant replacement factor when quoting the project and include this in the maintenance contract.

2.4.5 Identify minimum visits requirements to maintain the project and ensure winterization of irrigation systems is performed at the appropriate times where required.

2.5. Sub Contracting: ELT recommends that ELT Certified Contractors only sub contract to other ELT Certified Contractors. Sub contracting to non ELT Certified Contractors may void ELT warranties.

3. Contractor Marketing

3.1 Only use the ELT EasyGreen® approved logos and insignia in the proper colour (PMS 355, Yellow and Black) and aspect ratios when promoting ELT EasyGreen® Products, Services and Networks.

3.2 The Contractor's logo and insignias may be used in conjunction with ELT EasyGreen® logos and insignia when promoting ELT EasyGreen® products but must not appear larger or bolder than ELT's.

3.3 Identify yourself as an ELT approved Contractor when engaged with clients regarding ELT EasyGreen® offerings.

3.4 Identify ELT EasyGreen® Products and Services as such and always use the ELT EasyGreen® logos and insignia in their promotion.

3.5 Send all pictures of projects to ELT Marketing Department showing before, during and after stages of the project. ELT may wish to use these in their marketing efforts and will be able to do so.

3.6 Only use ELT presentations when promoting ELT offerings and do not alter or change the presentations unless otherwise approved by ELT.

3.7 ELT EasyGreen® Certified Contractors are encouraged to participate in regional trade shows they deem important. ELT will focus on National trade shows but may support regional shows at its own discretion.

4. **ELT EasyGreen® Initial and Ongoing Training Programs**

4.1 To become an ELT EasyGreen® Certified Contractor you must send a representative from your organization to an initial training and they must complete the training in full.

4.2 From time to time ELT may require Certified Contractors to take "Update Trainings" in order to maintain their "Active Status" and stay current with new products and service offerings ELT adds to their product line. These will likely be limited to web or online trainings and you must have attended an initial full training course to qualify.

4.3 Each Contractor who has sent a representative to an ELT Training Course will receive a certificate declaring they are an ELT EasyGreen® Certified Contractor. The representative of the company will receive a wallet size card indicating they have successfully completed the ELT EasyGreen® initial training course.

4.3.1 Each Certified Contractor will receive a licensed copy of the ELT Quote Tool as a part of their Certified Contractor Package. This software is for Certified Contactors only and is not to be redistributed, copied, or disclosed to any other parties.

5. ELT Quote Tool

5.1 The ELT Quote Tool is the current pricelist for each Certified Contractor and therefore is considered confidential. The tool is to be used for quoting projects requiring ELT EasyGreen® Products and Services. It is not to be used in any other manner and is subject to the confidential disclosure agreement signed between every ELT Certified Contractor and ELT.

5.2 Each Contractor will receive a Quote Tool for the territory they operate in.

5.3 If a Contractor operates in more than one territory they may receive additional copies to cover the territories they work in.

5.4 The Quote Tool will generate a quote in PDF format displaying the ELT EasyGreen® Seal identifying the Contractor as an active ELT Certified Contractor. The Contractor may also have their information displayed by sending their logo and information to ELT so that it may be entered into the Quote Tool update system at ELT corporate.

5.5 Each quote sent out must be recorded and submitted to ELT through the "Lock" function on the Quote Tool. This provides ELT with the visibility to forecast stocking and inventory requirements.

5.6 The Quote Tool is to be updated on a quarterly basis or whenever a request to update is received.

5.7 Failure to use the tool as required by ELT may result in limited or no product available for the Contractor.

6. "Active Status"

6.1 For an ELT Certified Contractor to remain active they must meet the following criteria:

6.2 Have an individual employed with them who has taken the initial training and all required update trainings.

6.3 Completed 12 projects within 2 years of becoming an ELT Contractor or purchased product in excess of $10,000 dollars within the last 12 months.

6.4 Is in good standing with ELT and ELT Dealers regarding quality of work, terms and conditions of purchasing and compliance with ELT Best Management Practices and other business practices.

This handbook will be updated on an annual basis and Contractors will govern themselves as per the most recent version of this handbook.

We look forward to a mutually beneficial relationship with all of our Contractors in the ELT EasyGreen® family and will work hard to meet the needs of all

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The ELT Approved Producer/ Grower

Role

The ELT Approved Producer role is in the production of specific components required in the building and servicing of EasyGreen® Systems. Only products produced by ELT or ELT Approved Producers are to be used in ELT EasyGreen® Systems and the use of components not approved by ELT will void ELT System Warranties. Components may include but are not limited to panels, growth mediums, irrigation supplies, vegetation and other accessories used in ELT systems. If the ELT Dealer has a growing capability as part of its core business, then the ELT Dealer will for also be deemed the ELT producer and assume all the roles and responsibilities detailed below.

It is the policy of ELT to make an effort to localize production where possible and practical. Some components used to build ELT systems may be more easily shipped than others and tariffs and duties may differ depending on the specific component and territory. ELT will look at these and other factors such as economics, availability, and competitiveness to determine whether localized production is both cost effective and viable. If there is a strategic advantage and a viable business opportunity for both ELT and the proposed producer, ELT may engage the Producer as an ELT Approved Producer and either buy the components from the Producer for resale or instruct ELT Dealers to purchase directly from the Producer. ELT reserves the right to refuse Approval of a Producer for any reason. There is no exclusivity granted to nor does ELT require exclusivity from the Producer however, if the Producer is found to be using products or systems that infringe ELT trademarks or intellectual properties and rights, ELT may terminate any and all relationship with the Producer to ensure any current or future legal actions ELT may have or will undertake are not compromised.

Relationships

The relationship between ELT and the Producer is a licensor/licensee relationship. ELT is licensing the Producer to manufacture or produce components for ELT EasyGreen® Systems. Notwithstanding, parties are and will remain independent contractors, and is not and will not be deemed to be an employee, joint venture, partner or franchisee of ELT Easy Green for any purpose whatsoever. ELT will work with the Dealer to provide training and technical support to the Grower/Producer, as well as other value added support such as Quote Tools, web site recognition and lead generation and management. The written agreement between the Producer and ELT will protect ELT intellectual property, and supports ELT Warranty Programs. ELT will supply Intellectual Property; knowhow and in some cases equipment to the Producer for the purpose of producing ELT Products and Components for the ELT EasyGreen® Networks Product and Service Offerings.

Producers that have applied and been accepted into the ELT Network may work directly with ELT Dealers or Retailers in a vendor/customer relationship provided they have written approval from ELT to do so. In some cases ELT may be the Dealer for the territory.

1. Expectations on the ELT Approved Producer. The Producer must:

1.1. Produce ELT products and components for ELT or ELT Member Partners only

1.2 Update cost of production and inventory levels on a quarterly basis or upon request of ELT.

1.3 Follow ELT Best Management Practices where they apply.

1.4 Identify all ELT products as such through labeling or engraving ELT EasyGreen® symbols and insignia set out in this handbook.

1.5 Ensure components will qualify for ELT Extended System Warranties.

1.6 Maintain ELT systems and products integrity by adhering to ELT Product Specifications, Best Management Practices and Quality Control requirements.

1.7 Maintain a status of good standing with the ELT Member Partners with regards to quality of product and timely supply.

1.8 Identify any and all lead time requirements or minimum purchase requirements to ELT so ELT can publish these to their clients.

1.9 Govern itself as per the producer agreement in force between ELT and the Producer.

2. Producer Best Management Practices

2.1. Sales, Pricing and Terms

2.1.1 Producers will forward all sales leads and orders to ELT and ELT Dealers.

2.1.2 Producers will defer technical questions to the ELT Technical Department.

2.1.3 Producer pricing will be submitted to ELT quarterly and will be inclusive of all margins and remittances.

2.1.4 Terms are to be identified by the Producer and submitted to ELT so ELT may publish these to their Clients. The Producer may need to be able to work with "Letter of Credit" payment procedures. Any issues surrounding this type of transaction must be identified so ELT can manage this for the network.

2.1.5 When an order is placed to the Producer it will be done by a Purchase Order being issued by either ELT or an ELT Approved Member Partner with quantities, pricing and a requested delivery time. The Producer will confirm their intention to supply and fill the order by issuing a sales order back to the Purchaser outlining quantities, pricing, terms and time lines. A contract between the Producer and the Purchaser will have been constituted once the Purchaser has signed back the sales order as accepted.

2.1.6 Follow ELT standard terms of sales procedures to ELT Member partners unless otherwise mutually agreed to by the Producer and the Member Partner.

2.2. Production

2.2.1 Production procedures and all other information required to produce the specific ELT products or components to be produced by the Producer, will be provided to the Producer by ELT upon the execution of the Producer Agreement. Production information is confidential and subject to the nondisclosure agreement signed by the Producer.

2.2.2 The Producer may have to receive ELT personnel at the Producers production facility at the Producers expense for training purposes and production facility approval.

3. Producer Marketing

3.1 Only use the ELT EasyGreen® approved logos and insignia in the proper colour (PMS 355, Yellow and Black) and aspect ratios when promoting ELT EasyGreen® Products, Services and Networks.

3.2 Other approved logo and insignias may be used in conjunction with ELT EasyGreen® logos and insignia when promoting ELT EasyGreen® products but must not appear larger or bolder than ELT's.

3.3 Identify yourself as an ELT Approved Producer when engaged with clients regarding ELT EasyGreen® offerings.

3.3.1. Identify ELT EasyGreen® Products and Services as such and always use the ELT EasyGreen® logos and insignia in their promotion.

3.4 Send all pictures of projects to ELT Marketing Department showing before, during and after stages of the project. ELT may wish to use these in their marketing efforts and will be able to do so.

This handbook will be updated on an annual basis and the Producer will be governed as per the most recent version of this handbook.

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The ELT Approved Retailer

Role

The ELT Approved Retailer markets to the retail segment. This segment is characterized as any sale not considered a project and will generally relate to ELT kitset sales (freestanding or wall mounted systems consisting of up to 3 wall modules). Not all ELT Product and Service Offerings are available to this segment or the retailer.

Relationships

The ELT Approved Retailer (The Retailer) works directly with ELT, or if authorized by ELT an ELT Dealer, in a vendor/purchaser relationship. The Retailer will purchase product for resale to the retail market.

The Retailer is to only offer ELT branded products that have been produced by either ELT or an ELT Approved Supplier. The Retailer is not exclusive to ELT nor is there any exclusivity granted to the Retailer from ELT however, if the Retailer is working with products that are infringing ELT trademarks, patents or intellectual property rights, ELT may discontinue any and all relationship with the Retailer to ensure any current or future legal actions ELT may have or will undertake are not compromised.

Between ELT and the ELT Retailer, a continuous and joint effort in market analysis and forecasting will be expected to ensure we match supply with demand and offerings with needs.

1. Expectations on the ELT Approved Retailer: The Retailer must:

- 1.1 Approve all retail pricing with ELT to ensure there are no issues between retail and Contractor pricing models.
- 1.2 Stay current with product and system updates that will be needed from time to time through online update courses.
- 1.3 Follow ELT Best Management Practices where they apply.
- 1.4 Identify yourself as an ELT Approved Retailer when promoting or supporting ELT EasyGreen® Products and Services.
- 1.5 Only purchase and offer ELT branded goods and services that are either produced or supplied by ELT or an ELT Approved Producer.
- 1.6 Maintain the integrity of ELT systems by only using ELT approved products, suppliers and plant specifications.
- 1.7 Maintain a status of good standing with the ELT Approved Dealers with regards to payment terms and quality of workmanship.
- 1.8 Respect lead time requirements when ordering product.

2. Retailer Best Management Practices

2.1. Sales

- 2.1.1 Use ELT sales presentations and literature when promoting or explaining ELT products, systems.
- 2.1.2 Set expectations with the client such as system operations.
- 2.1.3 Commit to having staff trained in the use of ELT EasyGreen® Products for

customer support.

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2.1.4. Educate the clients.

2.2. Purchasing

2.2.1 Only purchase products from either ELT or an ELT Approved Dealer that has been identified on the Approved Dealer list as being able to supply to your specific territory.

2.2.2 Stay within the terms of ELT Approved Retailer as per the terms and conditions outlined in your Retailer Agreement or otherwise mutually agreed to.

3. Retailer Marketing

3.1 Only use the ELT EasyGreen® approved logos and insignia in the proper colour (PMS 355, Yellow and Black) and aspect ratios when promoting ELT EasyGreen® Products, Services and Networks.

3.2 Other approved logo and insignias may be used in conjunction with ELT EasyGreen® logos and insignia when promoting ELT EasyGreen® products but must not appear larger or bolder than ELT's.

3.3 Allow ELT to post you on the ELT website as an approved Retailer with relevant identification and web links supplied to ELT from the Retailer.

3.4 Identify yourself as an ELT Approved Retailer when engaged with clients regarding ELT EasyGreen® offerings.

3.5 Identify ELT EasyGreen® Products and Services as such and always use the ELT EasyGreen® logos and insignia in their promotion.

3.6 Encourage clients to send photos to the ELT Marketing Department.

3.7 Only use ELT presentations when promoting ELT offerings and do not alter or change the presentations unless otherwise approved by ELT.

3.8 ELT Approved Retailers are expected to participate in trade shows they deem important to their territory. ELT will focus on International and National trade shows but may opt to support the Retailer at their shows at its own discretion.

4. ELT EasyGreen® Initial and Ongoing Training Programs

4.1 To become an ELT Approved Retailer you must successfully complete an initial Retail Training Course.

4.2 From time to time ELT may require Retailers to take "Update Trainings" in order to stay current with new products and service offerings ELT adds to their product line. These will likely be limited to web or online trainings and you must have attended an initial retail training course to qualify.

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ELT Trademarks

1. ELT Easy Green®
2. ELT™
3. ELT Global™
4. Logos / Seals

Note: The wording of the seal will reflect Contractor, Installer, Producer, retailer or other network partner function as appropriate

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