



ASSOCIATE SUBSCRIBER AGREEMENT

This ASSOCIATE SUBSCRIBER AGREEMENT (Agreement) is made and executed this _____ day of _____, 20__ by and between Options VI, Inc., (OVI), an Ohio corporation, and _____ (Subscriber) located at _____

WHEREAS, OVI provides certain programs, products and services known as the Contractor Support System to independent mechanical sales and service organizations who are associate subscribers of the Contractor Support System; and

WHEREAS, Associate Subscriber is an independent mechanical sales and/or service organization and desires to become an associate subscriber to the Contractor Support System upon the terms and conditions set forth herein;

THEREFORE, in consideration of the mutual promises of the parties, it is agreed:

1. **Term** – Commencing on the execution date and continuing for a period of three (3) years. This agreement shall automatically extend for additional one (1) year periods upon the anniversary date, unless subscriber notifies OVI in writing, thirty (30) days prior to renewal date. During that term, OVI will make available to Associate Subscriber the programs, products and services as hereinafter described.
2. **Classification** – Subscriber agrees to actively participate in the Contractor Support System in the expertise of Commercial/Industrial Mechanical Contractor.
3. **Initiation Fee** – In consideration for exclusive use of certain programs, products and services provided by OVI, Subscriber agrees to pay an initiation fee of \$1,200.00 in advance for the first year. In consideration of initiation fee, OVI shall provide the services and material to the Subscriber, which are anticipated to include the following:
 - a. **Orientation:** Payment of training and food costs for the Subscriber's appointed Excellence Leader and Excellence Manager(s) conducted at the OVI Corporate Headquarters located in Greater Cincinnati. Travel and lodging costs are the responsibility of the Subscriber.
 - b. **Implementation:** An OVI Account Manager will conduct an online training and Implementation Rollout for the Subscriber. Provide login name and password to access Online Tools, Online Documents Library and computer based training (CBT) programs.
 - c. **Exclusive Resource Library:** Online access to certain Manuals & Programs, including CD's needed to implement certain portions of the Contractor Support System.
 - d. **Contractor Development Series:** All Contractor Development Series classroom training will be provided to Subscriber at reduced rates. Training enrollments will be discounted 15% per attendee, up to three (3) people and 25% per attendee for four (4) or more.
 - e. **Subscriber Achievement Plan:** Development of an individualized plan to assist with full implementation of OVI's Gold Level programs, products and services into the Subscriber's organization should subscriber ever chose to upgrade to that level. This plan will be updated semi-annually by the OVI Account Manager.
 - f. **Programs, Products and Services:** Available immediately upon execution of agreement and receipt of initiation fee payment, as detailed in Section Five (5).

4. **Subscription Dues** – In consideration for the programs, products and services provided by OVI, Subscriber agrees to pay annual dues, after the first year, in the amount of \$1,200.00 payable in advance and commencing on the one-year anniversary date of agreement. Payment shall be made to PO Box 260, Seven Mile, OH 45062, Attention: Accounts Receivable. Annual dues may be adjusted after the initial three-year period and all late dues payments are subject to penalty fees.

5. **Programs, Products and Services** – OVI shall, during the term of this Agreement, provide to Subscriber certain services and materials which are anticipated to include the following:
 - a. **Operations:** Subscriber Achievement Plan (SAP) and an Account Manager to support and advise your organization on that agreed upon plan should subscriber ever choose to upgrade to Gold Level.
 - b. **Networking:** Exclusive Subscription along with networking opportunities to include annual meetings, industry sponsored events, the OVI Newsletter and the Bulletin Board web-based networking service.
 - c. **Training & Education:** Access to certain training programs incorporating proprietary and publicly available materials including Sales & Marketing, Operations and Administration, which are available in computer-based training, and online formats. Classroom training is available as outlined in item 3; section “d” above. Some CBT programs are fee based.
 - d. **Sales & Marketing:** Access to certain Online Tools, Online Documents Library, the Sales & Marketing Library and the Customer Manager program and a 10% discount on the Service Estimator, maintenance agreement estimating software. Development of regional service account opportunities by OVI personnel and serviced by other CSS subscribers.
 - e. **Purchasing Benefits:** Discounted pricing from OVI supported vendors and related services including manufacturers, distributors, automotive, component manufacturers, vehicles, equipment, uniforms, inventory and office supplies, as they are made available. Any allowances offered by Strategic Allies and earned through their purchasing programs may be used to offset the cost of Subscription.
 - f. **Human Resources:** Standardized human resource programs including employee screening, hiring, testing, retention, compensation, benefit programs, workman’s compensation, risk management, national recruitment programs and Human Resources Library, all at discounted rates.

6. **Subscriber Participation** – To ensure proper and accurate communication of OVI programs and benefits, both OVI and Subscriber agree that Subscriber should:
 - a. Send at least one (1) company representative (Leader or Manager) to attend the Performance Excellence Day Orientation. OVI will pay all training and food costs. Travel and lodging costs are the responsibility of the Subscriber.
 - b. Participate in OVI sponsored events and annual meetings
 - c. Appoint an Executive/Owner as the Excellence Leader of Subscriber’s organization.
 - d. Send at least one (1) Executive/Owner (preferable Subscriber Excellence Leader) to the Annual Leaders Meeting.
 - e. Participate in the Bulletin Board web-based Internet communications initiative to help benefit the entire subscriber network.

7. **Ongoing Development** – Subscriber acknowledges that the above listed services and material may be at different stages of development and available throughout the course of the Term of this Agreement. In the event that the Subscriber is dissatisfied with the availability or quality of any service or materials, the Subscriber’s sole remedy shall be termination of the Agreement as set forth herein.

8. **Ally Relationships** – Subscriber also acknowledges that OVI may receive payments directly from other businesses that offer products or services to OVI subscribers, in consideration for promotional services offered by OVI or related companies to such suppliers.
9. **Unlimited Territory** – It is understood that this Agreement does not limit Subscriber from conducting business in any city, county, state, or country. OVI reserves the right to maintain one (1) Residential/Retail/Light Commercial (RLC) subscriber per each 500,000 in population in a metropolitan area and one (1) Commercial/Industrial/Mechanical (CIM) subscriber per each 1,000,000 in population in a metropolitan area. For the purposes of this provision, OVI will use Metropolitan Statistical Area population data provided by the U.S. Office of Management and Budget.
10. **Termination** - OVI may cancel this Agreement at any time during the first year of this Agreement, for any reason, upon thirty (30) days written notice and return of the initiation fee pro-rated to the date of termination. After the initial three (3) year term, either party may cancel this Agreement at any time upon thirty (30) days written notice. Failure by the subscriber to make timely payments during any term of this Agreement may result in immediate termination by OVI without notice.
11. **Materials – Property of OVI** – Subscriber acknowledges that all programs, products and materials provided to Subscriber pursuant to this Agreement are the property of OVI, are intended to be confidential, and shall remain the property of OVI, except to the extent that forms, documents, lists and similar materials are necessarily consumed in the ordinary course of Subscriber’s operations. All such materials shall be safeguarded and held private by Subscriber and shall be returned to OVI in good order upon the termination of this Agreement.
12. **Confidentiality** – Subscriber acknowledges and agrees that the materials, sales aids, audio/visual materials, promotional information and materials, forms, lists, agreements, systems, computer programs and all other materials and training aids provided or developed by OVI pursuant to this Agreement, as well as the content of any training programs and consulting services are the property of OVI and must be held in strictest confidence by Subscriber. Subscriber will not release, reveal, communicate or otherwise compromise any of the materials, training methods, program content, systems, or other information provided by OVI hereunder to any other person, firm, corporation, or entity of any kind without the express written consent of OVI. Subscriber will instruct its employees in the confidential nature of all such matters and will invoke rules and systems, as necessary, to insure that the confidentiality of the same is protected.
13. **OVI Name and Logo Protected** – Except as may be expressly authorized by OVI, and where the same is already in use in sales or promotional material, Subscriber acknowledges that no authorization is given hereby, either expressed or implied to use the name, trademarks, servicemark, or logo of OVI, or any affiliated companies or related entities in the advertising, promotion, marketing, operation, or in any other manner in the conduct of its business.
14. **Relationship of Parties** – It is acknowledged and agreed by OVI and Subscriber that both parties remain independent companies, for all purposes hereunder and that neither this Agreement nor anything contained herein is intended to create and shall not be construed as creating an employer-employee, franchiser-franchisee, partnership, or joint venture agreement between the parties. OVI shall have no authority, express or implied, to manage or control, directly or indirectly, any of the business operations of Subscriber.
15. **Warranties Disclaimed** – It is understood and agreed by the parties that any recommendation and opinions expressed by OVI in the course of providing services or materials hereunder are advisory only and that OVI does not hereby obtain or claim the right to manage or direct any aspect of the business operations of Subscriber. All information and services, which are or may be provided pursuant to this Agreement, shall be used at the discretion of the Subscriber for such purposes, as it deems appropriate. It is further understood that OVI makes no claims, representations, or warranties, either expressed or implied, that this Agreement or the services or materials to be provided hereunder will produce additional revenues or profits for Subscriber.

- 16. **Indemnification and Insurance** – Subscriber shall indemnify and hold OVI free and harmless from and against any liability, obligation, damage, loss or deficiency, including without limitation, injury or death, to persons and damage to property (and reasonable attorneys fees and other costs and expenses) incidental to any suit, action or proceedings against OVI arising or resulting in any way from any act or omission of Subscriber or any of its directors, officers, employees or agents. Subscriber agrees that it will maintain throughout the term of this Agreement and for a period of not less than three (3) years thereafter comprehensive general liability and business risk insurance in such amounts as are as reasonably sufficient to insure against the covered losses.
- 17. **Governing Law** – It is agreed that this contract is made and entered into in the State of Ohio and that the rights of the parties hereto shall be governed by the laws of the state and any actions brought to enforce the provisions of this Agreement or in any other way arising out of the rights of the parties hereunder shall be brought in the State of Ohio unless this provision is specifically waived in writing by both parties.
- 18. **Entire Agreement** – The parties to this Agreement acknowledge that there are no warranties, representations, covenants, or agreements other than that set forth expressly herein. None of the terms of this Agreement shall be modified except in writing and delivered by the parties.

WHEREFORE, OVI and Subscriber have executed this Agreement on the above date.

Subscriber Company

Options VI, Inc.

Company

Authorized Signature

Signature

Name (please print clearly)

Mark Roberts

Authorized Personnel

Title

Date

Date

ACCEPTED BY:

Signature

OVI Corporate Officer (please print clearly)

Date