



Exhibit A: Subscription Benefits

You will have immediate access and the ability to sell thousands of systems and products allowing you the ability to make immediate profits. With a simple phone call to the order hotline or filling out the form that take minutes to complete that you can send via email or fax...and we do the rest.

The product catalog line are based on availability at each location and are principally from:

- The Primary Product Line is Daikin Residential and Light Commercial,
- Goodman Residential, and
- Clean Comfort Indoor Air Essentials.

Note – not all material is available at all Goodman GDI locations. There will be some pricing conflicts at some branch stores do to market availability and demand. Examples are John Manville duct board sheet type 475 prices may be as low as \$29.50 in Florida, and the GSA price in Las Vegas is \$38.50. The local branch pricing on materials will override the GSA price sheet. The GSA price on serialized equipment has in all cases to date been honored at all locations. This situation may change without notice. GSA management will alert all members in any affected area as the needs arises.

The GSA **Bronze** Subscription Benefits:

1. Direct access to the order hotline from 8:00 AM to 4:30 PM EST
2. GSA **Bronze** 15% over cost on equipment pricing – (available online only)
3. GSA Goodman GDI Locations in your City State of operation
4. GSA email newsletter (*you can opt out any time*)
 - a. e-Bulletins consisting of highlights in the HVAC industry
 - b. equipment email specials that come from our manufacturer
5. QA Follow up via electronic media of our choice with your customers to confirm satisfaction
6. Member access to low cost marketing material from Cornerstone Marketing Solutions

The GSA **Silver** Subscription Benefits (Valued at \$1199) consist of the items mentioned in the GSA **Bronze** Subscription Plus:

7. Provide member support staff and customer support as needed
8. **10%** over cost on equipment pricing.
9. 500 high quality business cards
10. 500 high quality “custom” door hangers
11. Basic WordPress website hosted on the GreenStar server
12. GSA lead acquisition program spillover from targeted campaigns
13. The GSA **Silver** member will have special access to low cost marketing material from Cornerstone Marketing Solutions



The GSA **Gold** Subscription Benefits (Valued at \$5999) consist of all the GSA **Bronze** and **Silver** Subscriptions Plus:

You will have the option to your own personalized GSA's Website that will be hosted on the GreenStar server OR exchange the website for credit to be used for training classes or other marketing material.

14. **5%** over cost on equipment pricing – this is huge!
15. Extended access to the order hotline from 7:30 AM to 7:00 PM EST
16. 1000 high quality business cards
17. 1000 high quality “custom” door hangers
18. Custom WordPress website hosted on the GreenStar server or credits
19. GSA lead acquisition program spillover from targeted campaigns
20. Two (2) CU/class credits for training to be used throughout the year
21. Invitation to Round Table meeting event(s) to be held throughout North America (L48)
22. The GSA **Gold** member will have exclusive access to additional low cost marketing material from Cornerstone Marketing Solutions

[NOTE: Some services have additional costs that are not part of the GSA membership subscription fee.](#)

Exhibit B Equipment/Component Purchasing Agreement

GreenStar Alliance LLC's Core Objective is to provide Heating and Air Conditioning products to its members at competitive prices.

THEREFORE, in consideration of the commitments contained herein, and other good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Terms of Agreement.** This Agreement will remain in effect for a minimum period of 12 (twelve) months from the date of this agreement. Membership will automatically renew at the end of the first 12 (twelve) month period. Membership must continue for a minimum of twelve months. If a renewal is not desired by the member, a written letter must be sent to GreenStar Alliance at least 60 days prior to the renewal date indicating that said membership no longer desires to renew the next 12-month period. However, the member agrees to the first twelve-month period. If the member decides to rejoin and reinstate his membership, after a cancellation, the Member may rejoin the Member Program with all accumulated absentee monthly dues brought current first.
2. **Membership Dues.** Membership dues covered under the GSA Subscription Offering, and Exhibit C: Payment Terms shall be paid through automatic withdrawal from the member checking account or credit card if paying per month, or as otherwise agreed upon.
3. **Products Covered.** GreenStar Alliance LLC hereby agrees to provide the products described in Exhibit A: Subscription Benefits.
 - A. Products are available for purchase through an Order Form by email to corporate office, or by phone call to a GreenStar Alliance representative. Each order will receive a confirmation of said order that will be emailed to the Member within 24 hours after receipt of the order. Members are then expected to pay for the order in full using the electronic link provided after confirming the order is correct.
 - B. Members will specify, on the member enrollment form, their defaults for receiving products. Members will specify either shipping by truck or pick up at a specified distribution center. All orders will be processed as per their default selection unless otherwise indicated at time of order.
 - C. All orders received by GreenStar Alliance LLC for shipping on or before **12:00 Noon** Eastern Time will be processed same day and member is expected to pay at time order is confirmed. See Exhibit D: Shipping Cost and Requirements if member chooses shipping by freight in lieu of pickup or WILL CALL.

Exhibit B Equipment/Component Purchasing Agreement



4. **Shipping Terms.** Freight costs are in addition to the price of all equipment and will be included in the total and must be paid by the member.
 - A. All Participating Members must inspect all equipment at time of receiving, then, after inspection, if member discovers broken or damaged products, the Participating Member must refuse delivery. Members must follow the shipper's process for freight claim when needed. If the product is picked up at a distribution center, the member must inspect the equipment before accepting it. If any hidden damages are found before he accepts the merchandise, the member must request new and undamaged equipment. However, if hidden damages are found after receiving the equipment and after loading, the member must then file a claim and submit it before the member leaves the distribution center or as soon as possible thereafter.
 - B. All orders received by GreenStar Alliance LLC for member pick up from his distribution center placed on or before 2:00 p.m. Eastern Time will be processed for pickup that same day. Member is expected to pay at time order is confirmed.
 - C. All orders picked up from a distribution center must have a GreenStar Alliance LLC Purchase Order Number (PO) that must appear on the distributor's packing slip. A Purchase Order (PO) Number will be issued to the member at time of order either by phone or by email. Purchase Orders and PO Numbers are only created and generated by GreenStar Alliance. No orders can be placed, delivered or picked up without a GreenStar PO by writing or email. A PO will be sent to the member and respective distribution center.
5. **Payment Terms.** Full payment must be made at the time the order is placed. See Exhibit C for details.
6. **Member Liability Clause.** Member hereby agrees to defend and hold harmless GreenStar Alliance. Members in no way will hold liable Green Star Alliance LLC or their representatives, officers, directors, employees or agents from all claims, losses, expenses, damages or liabilities for any other liability.
7. **Warranties and Published Specifications.** Member will warrant product as laid out by the manufacturer warranty through the distribution center and hereby assumes the responsibility for proper installation and application of the products in accordance with the manufacturer, applicable laws, codes and regulations. Member also agrees to conform to all building codes and laws of the state, city, county or municipality where the product is being installed. Permits should be obtained where and when applicable and the members agree to conform to the highest standards of the HVAC industry and installation best practices. Member shall provide a minimum warranty on labor.





8. **Member Insurances.** Member agrees to carry insurances as required by all applicable Federal, State, City, Local and Municipal laws and statutes.
9. **Member/GreenStar Relationship.** Member understands and agrees that this agreement and the member participation do not create a principal-agent, employment, joint venture, or any other similar relationship between GreenStar Alliance LLC and the Member. Member shall act solely as an independent entity. Member and his employees, contractors, agents, or representatives shall under no circumstances represent themselves as, or be deemed to be, agents, employees or representatives of GreenStar Alliance LLC. Member shall have no right or authority to enter into any binding agreement or contract or commitments in the name of or on behalf of GreenStar Alliance LLC or to bind GreenStar Alliance LLC in any respect.
10. **Membership Terms and Conditions.** Green Star Alliance LLC may, at any time and from time-to-time, change the terms and conditions regarding member's participation and reserves the right to dissolve a membership with a written notice, without any liability whatsoever to GreenStar Alliance LLC. GreenStar Alliance LLC (GSA) reserves the right to contact and survey the customers of the GSA Membership to confirm compliance with the GSA Customer Quality Care minimum guidelines.
11. **State Sales Tax.** Sales Tax will be added according to the member's state requirements. Sales Tax is added on pick-ups or deliveries, as applicable by law.
12. **Confidentiality.** Confidential information shall mean all proprietary, secret or confidential information or product pricing relating to Green Star Alliance LLC. Members and their respective employees or customers nor Green Star Alliance shall disclose any terms of this Agreement to any other person or entity outside its organization and affiliates other than as required by law. Neither party shall make any public announcement concerning the existence of this Agreement or its terms unless such party receives prior written approval by the other party.





Exhibit C: Payment Terms

Full payment must be made at time of order placement using one of the following payment options. Payments for membership shall be withdrawn on a monthly basis by 10th of each month through one of the following methods as well.

Payment method	Member Fee
Credit Card	+ 3% of total
Dwolla	0%
ACH	\$0
PayPal	+ 3% of total

All membership levels will pay a one-time¹ \$500 setup and initiation fee. Membership pricing is based on an annual membership with two payment options:

1. GSA Standard Membership is option 1 – \$150/month, option 2 - \$1,500/year (*making the annual payment saves you \$300 per year*).
2. GSA Silver Membership is option 2 – \$295/month, option 2 - \$2,950/year (*making the annual payment saves you \$590 per year*).
3. GSA Gold Membership is option 3 – \$525/month, option 3 - \$5,250 (*making the annual payment saves you \$1,050 per year*).

¹ The "one-time" setup and initiation fee is based on the respective member maintaining the membership without interruption. If the membership is stopped for any reason, the one-time fee will be required just as if establishing a completely new membership account. All members are required to complete the discovery questionnaire and comply with the membership agreement.



GreenStar Alliance

Exhibit D

Shipping Cost and Requirements



Exhibit D: Shipping Cost and Requirements

GreenStar Alliance (GSA) is working diligently with freight expeditors/forwarders to provide the best discounts possible for our members. Each year of growth allows GSA to negotiate lower priced shipping agreements. These savings will be passed directly to our membership. A news broadcast shall be sent out with the details in addition to a membership benefit update announcement. Exact details shall be provided in the Member Back Office once the agreement is finalized with the selected freight forwarding company.



Exhibit E: Member Application Profile

SECTION 1: MEMBERSHIP TYPE AND MEMBER INFORMATION

All GreenStar Members are required to complete this membership form. Indicate any changes; (Memberships are renewed annually). Select Membership Type Below:

- NEW**

 RENEWAL

 CHANGE OWNER

MEMBERSHIP TYPE:

- BRONZE** \$150/mo or \$1500/yr
 SILVER \$295/mo or \$2950/yr
 GOLD \$525/mo or \$5250/yr

Company Name:		Date:	
Address:		City:	State:
Office Number:	Mobile Number:	Other Phone Number:	
Contact Name:			
Primary Email:			
Secondary Email:			

SECTION 2: MEMBER PAYMENT DETAILS

Payment method: (please check appropriate box)	ACH <input type="checkbox"/>	Dwolla <input type="checkbox"/>	PayPal <input type="checkbox"/>	Credit Card <input type="checkbox"/>
Bank ACH Information: Circle Type: Checking/Savings	Attach a cancelled check to this application for appropriate processing			
Dwolla Account Information:				
PayPal Email:				
Credit Card Information:	To comply with the Payment Card Industry (PCI) Data Security Standard, your information shall be entered into an approved application that meets the current PCI standards. GreenStar Alliance LLC currently uses Stripe, Payzer, Converge, PayPal, and QuickBooks merchant services that all comply with the PCI standards.			

I certify that the contents of this agreement are true and correct. My initials below confirm I have reviewed and agree with the accuracy of the information entered above.

SECTION 3: MEMBER SHIPPING DETAILS

Delivery to a place of business with loading dock		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Delivery to a place of business without loading dock		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Delivery to residential address		Yes <input type="checkbox"/>	No <input type="checkbox"/>
Hours available for delivery	From:	To:	
Will Call at a designated GDI branch warehouse		Yes <input type="checkbox"/>	No <input type="checkbox"/>
GDI Branch Number:	Address (City/State):		

SECTION 4: MEMBER TECHNICAL DETAILS

DEALER
 LICENSED
 INSTALLER/TECHNICIAN
 CHANGE OWNER

SECTION 5: MEMBER PERMISSION TO USE PHOTOGRAPHIC IMAGES

Photographs of members or their logos may be used in communications including the newsletter and website. Group photographs taken at GreenStar events may be used without identifying individual members. - For individual photographs or company logos and names, please indicate your permission for use:	
<input type="checkbox"/>	GreenStar has my permission to use and identify photographs, logos, names and numbers.
<input type="checkbox"/>	GreenStar does not have permission to use and identify photographs logos, names and numbers.
<input type="checkbox"/>	GreenStar must contact me before using any identified photographs logos, names and numbers.

I certify that the contents of this agreement are true and correct. My initials below confirm I have reviewed and agree with the accuracy of the information entered above.

To pay by check:

Send a check payable to GreenStar Alliance to our HQ at 121 SW 70th Street, Ocala, Florida 34476 – *When paying by check, Member authorizes GreenStar Alliance LLC to submit the check as an ACH transaction.*

GreenStar Toll Free Numbers: (877) 617-HVAC (4822) Main Number,

(855) 899-STAR (7827) or (888) 510-HVAC (4822) Sales Numbers

Fax (352) 559-0981

Regardless of payment method – this form shall be completed through DocuSign – in the event you experience technical difficulties, **please sign and send this form to our email at:** Member@GreenStarAlliance.com

Please note: Most of the membership benefits offered by GreenStar Alliance (GSA) are accessed through a computer via the internet. The GSA members will have special access to membership portals that will be provided once approved. A few of the benefits can be accessed through limited phone support.