



811 Livingston Court Suite A Marietta, GA 30067

This agreement for membership (“Agreement”) of _____ (“Member”), in a network organization known as Traffic Safety Solutions (“TSS”), is made between Member and FloorExpo, Inc., dba FEI Group (“FEI”), a company incorporated under the laws of the State of Georgia. Traffic Safety Solutions, an operating division of FEI, was created to perform services for and on behalf of Traffic Safety Solutions network of members in connection with the purchase, financing, distribution, and marketing of market specific products and services (“Services”). Some of the Services provided are group negotiated pricing, comprehensive training initiatives, and innovative financing programs.

TSS and the Member agree as follows:

1. Obligations of TSS. TSS shall provide Services for the benefit of Member and all other members. TSS may add, modify, or cease any of the Services upon reasonable advance notice to the Member.
2. Initiation Fee. Member shall pay to TSS a non-refundable fee in the amount set forth on the Membership Terms Addendum (“Terms Sheet”) attached hereto and made a part hereof (“Initiation Fee”) following notice of the acceptance of the Agreement by TSS and delivery to Member of a fully executed copy of this Agreement.
3. Dues. Member agrees to pay to TSS the monthly sum set forth in the Terms Sheet (“Dues”) in further consideration for the Services. The Dues shall be due and payable on the 1st day of each month during the Term.
4. Term. This Agreement shall commence on the date set forth on the Terms Sheet (“Commencement Date”) through the end of the calendar year. Thereafter, the Agreement shall automatically renew at the beginning of each calendar year period for successive one-year terms and continue until either party gives at least one hundred and eighty (180) days written notice of termination to the other party, subject to the terms of the Termination Addendum attached hereto and made a part hereof. The Term shall be considered January 1st – December 31st each year.
5. Representations and Warranties of Member. In further consideration for the Services, the Member warrants and represents as follows:
 - a. Exclusive Membership. Member shall not belong to any other similar organization operating in the road marking application and removal industry at any time during which Member is a member of TSS, without

the prior written approval of TSS.

- b. No Restrictive Covenants. Member has no third-party restrictions (*e.g.*, exclusivity obligations, non-competition and/or non-solicitation agreements) on its ability to make purchases from manufacturers or other vendors in connection with the Services TSS provides.
- c. Services. Member acknowledges that the Services provided by TSS will continually evolve and change over the course of the Term. Member further acknowledges that, subject to Member's termination right under Section 4 above, the addition of new services, the modification of current services, or the elimination of services will not affect the Member's obligations and responsibilities under this Agreement and does not constitute a breach of the Agreement by TSS. Subject to TSS's compliance with the Member Data Addendum attached hereto and made a part hereof, Member agrees to provide corporate, buying, and other data reasonably requested by TSS (collectively, "Member Data") to assist TSS in providing the Services.
- d. Trademarks and Trade Names.
 - i. TSS Marks. Member concedes and recognizes the rights of FEI to its trademarks and trade names of TSS listed on the TSS Marks Addendum attached hereto and made a part hereof and acknowledges that Member has no rights to any such trademarks ("Marks").
 - ii. Benefit of Use. Member acknowledges and agrees that all use of the Marks by the Member and any goodwill generated by such use shall inure solely to the benefit of FEI.
 - iii. No Ownership Claim. The Member agrees that it will not assert any claim of ownership to the Marks, or to the reputation or goodwill therein, by virtue of Member's use of the Marks or otherwise and agrees that it will not attempt to register the Marks, or any trademark, trade-name or service mark confusingly similar therewith, alone or in combination with any other written or figurative element, in any jurisdiction. If at any time the Member acquires any rights in, or registrations of or applications for registration of, the Marks, by operation of law or otherwise, it will immediately, upon written request of FEI, and at no expense to FEI, assign all

such rights, registrations or applications to FEI along with any and all associated goodwill and right of action attaching thereto.

- iv. Termination. Upon the expiration or earlier termination of this Agreement for any reason, Member shall immediately cease to represent itself as a member of TSS. Member shall immediately cease advertising and promoting TSS and shall remove all signs, stickers, promotional literature and other written material bearing any TSS trademark or trade name from all of its stores, trade listings, advertising and other promotional or informational materials and return the materials to TSS. Further, Member shall return all promotional/marketing assets of TSS to TSS.

In the event of termination of the Agreement by either party, Member Incentives collected through the termination date shall be payable to Member at the close of the rebate year in accordance with normal rebate payout and distribution schedule.

- e. Member Purchases. Member shall use commercially reasonable efforts to source its purchase activity and procurement needs through TSS partnered suppliers.
- f. Exclusive Purchases. All purchases must be made for the exclusive use of the Member. Member shall not make purchases on behalf of any non-member of TSS or engage in “trans-shipping” of such goods to non-members.
- g. Protection of Trade Secrets and Practices; Confidentiality. Member shall not disclose or divulge to any third party the pricing, program information, trade secrets, methods of operation, recommendations, market analyses, or any other information concerning TSS or FEI, either during the Term, or at any time after the termination of this Agreement. The Member commits to absolute confidentiality of all information and, if presented with evidence of a breach of such confidentiality by one of its employees, the Member will take appropriate action to prevent a reoccurrence. If a Member is unable to control this problem, TSS may subject the Member to disciplinary action, including, but not limited to, suspension or termination of membership. Further, Member acknowledges that the confidentiality provisions included in this Agreement are reasonably necessary for the protection of TSS and its business. Member further acknowledges that violation of this Section would immeasurably and irreparably damage TSS or FEI, and by reason thereof Member agrees that for violation or threatened violation of any of the provisions of this Agreement, TSS shall, in addition to any other rights and remedies available to it, at law or

otherwise, be entitled to seek an injunction, without bond, to be issued by any court of competent jurisdiction enjoining and restraining Member from committing any violation or threatened violation of this Agreement. Furthermore, TSS shall, in addition to any other rights or remedies available to it, at law or otherwise, be entitled to recover from Member for any losses arising from any breach of this Section and to reimbursement from Member for court costs, attorneys' fees, and other expenses arising from a breach of this Section. Member agrees to reimburse TSS for such losses and expenses promptly. Nothing herein shall be construed, however, as prohibiting TSS from pursuing any other remedies at law or in equity which it may have for any such breach of any provision of this Agreement, including, but not limited to, the recovery of monetary damages from Member.

- h. Corporate Records. All information supplied by Member to TSS, if any, including any financial, credit or accounting statements or application for credit, in connection with the Agreement is true, correct and complete.
 - i. Surveys. Subject to TSS's compliance with the Member Data Addendum attached hereto and made a part hereof, the Member agrees to participate in all surveys, requests for information, etc. delivered to Member by TSS.
- 6. Member Meetings. Member agrees to have a representative present at regular TSS meetings, i.e., FEI National Conference, strategic regional meetings and traffic safety industry events where TSS has a presence, at each occurrence when commercially reasonable.
- 7. Member Incentives. As one of the Services to the Member, TSS negotiates with providers of goods and/or services for member incentives. Incentives offered to Member may include price discounts and/or rebates based on the volume of goods purchased and/or services sold by the individual Member and/or by all of the Members as a group or any combination thereof. TSS will publish the incentives that are available to a Member through TSS partner suppliers. Annually, TSS will pay out rebates, earned by the Member from programs which the Member participates, as reported and paid to TSS by partner suppliers. Member expressly authorizes TSS to deduct any fees, costs, dues, or other monies owed to TSS by Member from the earned rebate. After satisfying any delinquent balances, the amount left will be paid to the Member.
- 8. Termination or Suspension of Membership upon Breach. Upon notice to the Member, the Member's buying privileges may be suspended, or this Agreement may be terminated if any of the provisions of this Agreement are breached.

With a copy to:

To Member: To the address set forth on the Terms
Sheet

13. Amendment. This Agreement may be amended only by written agreement, executed by all parties.
14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. An electronic transmission of any signature (whether by facsimile transmission or scanned electronic image) shall be deemed an original and shall bind the Party whose signature is so transmitted. Any signature page of any counterpart, or any electronically transmitted version thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement.
15. No Ownership Interest. Member's designation as a "member" does not imply that Member has any direct or indirect ownership stake in TSS or FEI, whether as a member of a limited liability company or as owner of any other equity right. This Agreement does not establish a joint venture or partnership. The relationship between Member and TSS is that of independent contractors and neither shall have any right to obligate or bind the other, whether as agent or otherwise.
16. Entire Agreement. This Agreement expresses the sole and entire agreement between the parties with respect to the matters contained herein and supersedes all prior discussions, representations, agreements and understandings regarding said subject matter.

[Signature page follows.]

In witness whereof, in consideration for the promises, covenants, representations, warranties, and other good and valuable consideration set forth herein, the parties have executed and entered into this Agreement as of the day and date this Agreement is executed by TSS and Member.

FloorExpo Inc., dba Traffic Safety Solutions:

By: _____
Print
Name: _____

Title: _____
Date: _____

"Member"
(Print Full Corporate Name)

By: _____
Print
Name: _____
Title: _____
Date: _____

Attachments:

1. Membership Terms Addendum
2. Termination Addendum
3. TSS Marks Addendum
4. Member Data Addendum

MEMBERSHIP TERMS ADDENDUM (“TERMS SHEET”)

Company: _____

(dba): _____

Contact: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

Principal(s): _____

Number of Locations: _____

Addresses of Additional Locations: _____

Initiation Fee: \$7500.00 one-time only fee. \$2500/due upon receipt.
\$5000.00 (one-time) Balance due from rebates earned.

Dues: \$199/month

Annual Sales by Member: _____

Commencement Date: _____

Additional Terms:

TERMINATION ADDENDUM

If, at any time during the three (3) year period following the Commencement Date (i) TSS provides Services that include anything other than the provision of group negotiated pricing, comprehensive training initiatives and innovative financing programs specific to the application and removal of road marking materials and systems, or (ii) TSS ceases to provide Services that include the provision of group negotiated pricing, comprehensive training initiatives and innovative financing programs specific to the application and removal of road marking materials and systems, Member may terminate this Agreement without further obligation upon sixty (60) days prior notice.

TSS MARKS ADDENDUM

[TSS to provide list of Marks]

MEMBER DATA ADDENDUM

TSS shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Member Data. TSS shall not (a) modify Member Data except to the extent required to provide the Services, (b) disclose to any party the identity of Member as the source of the Member Data or (c) disclose Member Data to any party except as compelled by law in accordance with Section 5 (g) or as expressly permitted in writing by Member.