# SHINGLE SHIELD™ MAX

## AUTHORIZED INSTALLER PROGRAM

### AGREEMENT AND TERMS

Revision v11.07.26 — Prepared November 7, 2026 · Supersedes Revision v07.22.26

These Shingle Shield™ MAX Authorized Installer Program Agreement and Terms (the "Agreement") constitute an offer by NxTech Holdings LLC, a Florida limited liability company doing business as Vital Coat ("Company"), to the business identified in the applicable electronic order and acceptance record ("Installer"). Company and Installer may each be called a "Party" and together the "Parties."

The Agreement becomes effective on the date Installer affirmatively accepts it through Company's required electronic acceptance process (the "Effective Date"). The individual accepting represents that they are authorized to bind Installer.

## Agreement Contents


1. Purpose
2. Independent Relationship
3. Authorization Granted
4. Electronic Acceptance, Term, and Renewal
5. Initial Authorized Installer Package
6. Product Training
7. Product Use and Restrictions
8. Roof Evaluation and Application Responsibility
9. Customer Agreements and Workmanship
10. Product Warranty and Registration
11. Code of Conduct
12. Safety, Licensing, and Legal Compliance
13. Insurance
14. Branding and Intellectual Property
15. Product and Warranty Representations
16. Reserved Service Areas
17. Minimum Purchases and Active Status
18. Pricing, Payment, Orders, and Account
19. Confidentiality
20. Installer-Submitted Media
21. Indemnification
22. Limitation of Liability
23. Supply Interruptions and Force Majeure
24. Status Review, Suspension, and Corrective Action
25. Termination
26. Effect of Suspension or Termination
27. Notices
28. Dispute Resolution and Governing Law
29. Incorporated Documents, Hierarchy, and Updates
30. General Provisions
31. No Earnings or Business Guarantee
32. Authority, Electronic Consent, and Acknowledgment


## 1. Purpose

Company manufactures and supplies Shingle Shield™ MAX roof-preservation products. Subject to this Agreement, Company authorizes Installer, as an independent business, to purchase and professionally apply Shingle Shield™ MAX in connection with services Installer provides directly to its customers.

## 2. Independent Relationship

Installer is an independent contractor and independent business. Nothing in this Agreement creates a franchise, employment, agency, partnership, fiduciary, joint-venture, or similar relationship. Installer has no authority to bind Company, enter agreements for Company, incur obligations for Company, or make promises on Company's behalf.

Installer independently controls its pricing, customers, employees, subcontractors, scheduling, methods of operation, customer agreements, business expenses, taxes, and day-to-day business decisions, subject only to the product-use,

brand-use, warranty, documentation, and program requirements expressly stated in this Agreement and the Incorporated Documents.

## 3. Authorization Granted

While this Agreement remains active and Installer is in good standing, Company grants Installer a limited, non-exclusive, non-transferable, and revocable authorization to:

- Purchase Shingle Shield™ MAX at applicable Authorized Installer pricing;
- Apply Shingle Shield™ MAX as part of Installer's independent roof-preservation services;
- Identify its business as a "Shingle Shield™ MAX Authorized Installer"; and
- Use approved Company marks and marketing materials solely as permitted by this Agreement and current brand guidelines.

This authorization is product-specific. It is not a trade license, roofing license, safety certification, guarantee of workmanship, or representation that Company controls or supervises Installer's business.

## 4. Electronic Acceptance, Term, and Renewal

Installer accepts this Agreement by checking the required agreement box presented with a conspicuous link to this Agreement and submitting the Authorized Installer Package order. Electronic acceptance has the same force and effect as a handwritten signature. Installer must be able to review, download, and retain this Agreement before acceptance, and Company will provide or make available a copy after acceptance.

Purchase, payment, delivery, opening product, accessing training, or using product may provide additional evidence of performance, but none replaces the required affirmative electronic acceptance.

The initial term is two (2) years from the Effective Date unless terminated earlier. The Agreement automatically renews for successive one-year terms unless either Party gives at least sixty (60) days' written notice of non-renewal.

## 5. Initial Authorized Installer Package

Installer shall purchase the initial Authorized Installer Package described in the accepted purchase offer or electronic order summary. The package includes one (1) initial Reserved Service Area at no additional Reserved Service Area fee. Package components and payment terms are stated in the accepted purchase offer or order summary. Professional products and program-related purchases are final sale as stated in the applicable Return Policy and accepted order. Fees attributable to proprietary training or digital resources are non-refundable after access is provided, except where required by law or expressly agreed by Company in writing. Nothing in this section limits a claim properly submitted under the applicable written Product Warranty.

## 6. Product Training

Before supervising or performing a Shingle Shield™ MAX installation, Installer shall ensure that appropriate personnel complete Company-required product-application training. Training completion confirms receipt of product-specific instruction; it is not a general roofing or safety certification and does not guarantee workmanship.

Installer remains responsible for training and supervising its employees and subcontractors and for ensuring that every installation follows the current product documents.

## 7. Product Use and Restrictions

Installer shall:

- Use Shingle Shield™ MAX only for its intended purpose and only on eligible substrates;
- Follow the current TDS, SDS, product label, application instructions, and required product-specific procedures;

- Not dilute, alter, adulterate, contaminate, repackage, relabel, or combine the product except as expressly stated in current Company instructions;
- Store and handle product according to current instructions;
- Not resell or redistribute Shingle Shield™ MAX as a standalone retail product; and
- Not apply product after expiration or when its condition makes it unsuitable for use.

## 8. Roof Evaluation and Application Responsibility

Installer is solely responsible for inspecting each roof, determining eligibility, identifying and documenting pre-existing conditions, confirming required repairs, protecting customer property, preparing the substrate, applying the product, verifying product usage, and completing installation records. Installer shall not use Shingle Shield™ MAX as a repair for active leaks or as a substitute for required repairs or roof replacement.

## 9. Customer Agreements and Workmanship

Installer contracts directly with its customers and is solely responsible for its labor, preparation, workmanship, employees, subcontractors, service obligations, customer communications, and customer disputes. Installer's customer agreement shall accurately distinguish Company's product warranty from any workmanship or service warranty offered by Installer.

Installer may not represent its workmanship warranty as a Company warranty or expand, amend, or make promises on behalf of any Company warranty.

## 10. Product Warranty and Registration

Company provides only the then-applicable written Shingle Shield™ MAX Five-Year Prorated Limited Product Adhesion Warranty for qualifying, timely registered installations. The warranty, including its adhesion-only coverage, exclusions, prorated remedy, registration deadline, documentation requirements, and transfer terms, controls all product-warranty claims.

Installer shall accurately explain the distinction between product and workmanship coverage, inform the homeowner that warranty registration must be completed within thirty (30) days of application, provide required installation information and photographs, and reasonably assist with registration and legitimate claim review. Company alone determines product-warranty eligibility and claim approval.

## 11. Code of Conduct

Compliance with provisions of the Shingle Shield™ MAX Authorized Installer Code of Conduct identified as "Required" or "Prohibited" is a condition of maintaining Authorized Installer status. Provisions expressly identified as recommendations or best practices are optional guidance and do not authorize Company to control Installer's independent business operations.

A material or repeated violation of a required or prohibited provision may result in corrective action, suspension, revocation, or termination as provided in this Agreement.

## 12. Safety, Licensing, and Legal Compliance

Installer is solely responsible for its workplace-safety program; employee and subcontractor training; PPE; fall protection; ladder and roof access; equipment selection and operation; licensing; permits; insurance; and compliance with OSHA and all applicable federal, state, and local laws. Company product-safety information addresses product-specific precautions and does not replace Installer's safety program or legally required training.

## 13. Insurance

During the term, Installer shall maintain at its expense: (a) commercial general liability insurance of at least $1,000,000 per occurrence; (b) automobile liability insurance of at least $500,000; and (c) workers' compensation coverage as required by law. Installer shall provide current proof upon request and promptly notify Company of cancellation or material reduction in required coverage.

## 14. Branding and Intellectual Property

All Company names, trademarks, logos, product names, formulas, technologies, manuals, training materials, images, marketing materials, and other intellectual property remain Company property. Installer receives no ownership interest.

Installer may use only current, approved marks and materials, may not modify them without written approval, and must accurately identify itself as an independent Shingle Shield™ MAX Authorized Installer—not as Company, an employee, agent, partner, or franchisee of Company.

## 15. Product and Warranty Representations

Installer shall use only claims supported by current Company documentation. Installer shall not make false, misleading, exaggerated, unsupported, or unauthorized claims, including unauthorized performance comparisons, roof-life guarantees, leak-prevention or waterproofing claims, flexibility-restoration claims, or warranty promises beyond the written warranty.

## 16. Reserved Service Areas

**16.1 Included Reserved Service Area.** The Authorized Installer Package includes one (1) initial Reserved Service Area based on the ZIP code of Installer's approved principal business location. Company verifies availability before issuing the purchase offer. The included initial Reserved Service Area becomes effective on the Agreement's Effective Date and consists of ZIP codes designated by Company with a combined population not exceeding 150,000 residents, based on the most recent population data reasonably relied upon by Company. Installer may obtain additional Reserved Service Areas only through a separate Schedule A or other written or electronic amendment accepted by Company and Installer. A separate Schedule A may accompany the initial purchase offer when additional Reserved Service Areas were negotiated before purchase or may be accepted later.

**16.2 Protection While in Active Status.** While Installer maintains Active Status for a Reserved Service Area, Company will not authorize another Shingle Shield™ MAX Authorized Installer whose principal business headquarters is physically located within that same Reserved Service Area. This protection does not restrict internet advertising, inbound requests, referrals, national accounts, customer choice, work performed by installers headquartered elsewhere, or Installer's work outside the Reserved Service Area. A Reserved Service Area is not an exclusive territory.

**16.3 Release and Reassignment of Reserved Service Areas.** A Reserved Service Area is released, and Company may authorize another Authorized Installer headquartered in it, (a) on the effective date of expiration, revocation, or termination of this Agreement; or (b) when Company removes or reduces the Reserved Service Area under Section 17 or Section 24 after giving Installer notice. A released Reserved Service Area is not restored by later purchases unless Company agrees in a written or electronic amendment.

**16.4 Directory Listings and Customer Requests.**

(a) Installer consents to Company listing Installer's business name, logo, contact information, service area, approved photos, and Authorized Installer status in Company directories, installer locators, and verification tools, and to Company sending customer requests to Installer. Installer will keep this information accurate and will tell Company of changes within ten (10) business days.

(b) Company decides whether, where, and how to list Installer and route requests. Company does not promise any number or quality of requests, leads, or jobs. Listings and routing do not create an exclusive territory and do not limit customer choice.

(c) Installer will respond to each routed request within one (1) business day. If Installer repeatedly fails to respond, requests may be routed to other Authorized Installers, the listing may be removed, or Company may review Installer's status under Section 24.

(d) Company may pause listings and routing while Installer is under review or suspended under Section 24, has not met the minimum purchase requirement in Section 17, or has given or received notice of termination or non-renewal. Company will remove the listing on expiration, revocation, or termination.

## 17. Minimum Purchases and Active Status

Unless otherwise stated in a separately accepted Schedule A, Installer must purchase at least one hundred twenty (120) gallons of Shingle Shield™ MAX during each consecutive sixty-day purchase period for the included initial Reserved Service Area. This requirement may be satisfied through any combination of available package sizes, including individual five-gallon pails, 120-gallon pallet quantities, and 250-gallon totes. During the first 180 days after the Agreement's Effective Date, the minimum for the included initial Reserved Service Area is reduced to ninety (90) gallons during each consecutive sixty-day purchase period. After that introductory period, the minimum is 120 gallons during each consecutive sixty-day purchase period. Purchases count based on actual gallons of qualifying Shingle Shield™ MAX purchased directly from Company. Cancelled, refunded, returned, disputed, or unpaid purchases do not count. Gallons purchased above the minimum for a sixty-day purchase period will be credited toward immediately following purchase periods until the excess gallon credit is fully applied. The applicable minimum, fee, payment terms, and effective date for each additional Reserved Service Area will be stated in its separately accepted Schedule A.

Failure to meet a minimum may result in notice, loss or reduction of Reserved Service Areas, loss of Reserved Service Area protection, probation, suspension of Active Status, or termination. Unless another material breach exists, failure to meet a Reserved Service Area purchase minimum does not automatically prohibit Installer from purchasing and applying product without protected Reserved Service Areas, subject to Company's then-current program requirements.

## 18. Pricing, Payment, Orders, and Account

Pricing and order-specific payment terms are stated in any separately accepted Schedule A, an accepted order, or the applicable ordering portal at the time of purchase. Unless Company approves written commercial credit terms, purchases require payment in advance. The current Vital Coat Commercial Credit and Payment Terms govern any approved credit account and commercial payment matters. Company may change future product pricing, correct errors, establish reasonable order limits, discontinue products, and reject orders based on availability, payment, fraud concerns, account standing, or other legitimate business reasons.

Installer is responsible for account security and activity under its credentials. Credentials are non-transferable. Company may suspend shipments, portal access, Reserved Service Area benefits, or Active Status for a delinquent account. Late charges, invoice disputes, credit holds, and collection matters are governed by the current Vital Coat Commercial Credit and Payment Terms or another separately accepted credit agreement. Periodic late charges apply only to undisputed past-due amounts and only as permitted by those terms and applicable law.

## 19. Confidentiality

Installer shall protect non-public Company information, including pricing, formulas, product information, training materials, marketing systems, program materials, and business information, and shall not disclose or use it outside this relationship without written authorization. This section survives termination. Information that is public through no breach, lawfully received without restriction, independently developed, or required to be disclosed by law is excluded.

## 20. Installer-Submitted Media

Installer grants Company a non-exclusive, perpetual, worldwide, royalty-free license to use, reproduce, edit, publish, distribute, and display photographs, videos, project images, customer-approved before-and-after images, testimonials, and related content voluntarily submitted by Installer for Company marketing, advertising, training, website, social

media, and promotional purposes. Installer represents that it owns or has obtained all permissions needed for Company's use and shall not submit content without required customer authorization.

## 21. Indemnification

To the fullest extent permitted by law, Installer shall defend, indemnify, and hold harmless Company and its affiliates, owners, officers, managers, employees, and agents from third-party claims, liabilities, damages, losses, costs, and reasonable attorneys' fees arising from Installer's operations, roof evaluation, preparation, application work, workmanship, employees, subcontractors, advertising, product or warranty misrepresentations, legal violations, customer agreements, or customer relationships, except to the extent finally determined to have resulted from Company's gross negligence or willful misconduct.

## 22. Limitation of Liability

To the fullest extent permitted by law, Company's total liability arising from any individual installation, product-related claim, or warranty claim shall not exceed the amount paid to Company for the Shingle Shield™ MAX product used on the specific project giving rise to the claim. The written product warranty controls the exclusive remedy for a covered homeowner product claim.

Company shall not be liable for labor, preparation, removal, reapplication, roof repair or replacement, lost profits, business interruption, loss of use, incidental, indirect, special, consequential, exemplary, or punitive damages, except to the extent such exclusion is prohibited by applicable law.

## 23. Supply Interruptions and Force Majeure

Company is not liable for delay or failure caused by shortages, transportation interruptions, supplier disruptions, labor events, severe weather, fire, governmental action, force majeure, or circumstances beyond reasonable control. Product availability and estimated delivery dates are not guaranteed.

## 24. Status Review, Suspension, and Corrective Action

Company may review Installer's status when it reasonably believes Installer has violated this Agreement, a required or prohibited Code provision, product instructions, warranty or brand requirements, payment obligations, insurance requirements, or applicable law connected to the program.

Depending on severity and risk, Company may provide clarification, request corrective action, require additional product or compliance training, restrict brand use, suspend portal or purchasing access, suspend Reserved Service Areas, or temporarily suspend Authorized Installer status while a matter is reviewed. Company may take immediate protective action when necessary to protect customers, property, product integrity, or the Company's brands.

## 25. Termination

**25.1 Without Cause.** Either Party may terminate this Agreement without cause by giving sixty (60) days' written notice.

**25.2 Curable Breach.** For a material breach reasonably capable of cure, the non-breaching Party may give written notice describing the breach. If the breach is not cured within fifteen (15) days after receipt, the non-breaching Party may terminate immediately by further written notice. Company may maintain reasonable interim restrictions during the cure period.

**25.3 Immediate Termination.** Company may terminate or revoke authorization immediately for fraud; criminal conduct connected to the program; intentional or repeated product or warranty misrepresentation; unauthorized product alteration or resale; serious trademark misuse; material threats to customer safety or property; failure to maintain required insurance after notice; unauthorized representation as Company or its agent; material brand harm connected to Installer's participation; or another breach that cannot reasonably be cured.

**25.4 Nonpayment and Purchase Minimums.** Company may suspend benefits or terminate for material payment default. Reserved Service Area purchase shortfalls are governed by Section 17 and do not require termination when the applicable Reserved Service Area remedy adequately addresses the shortfall.

## 26. Effect of Suspension or Termination

**26.1 Installer Duties.** Upon suspension, Installer shall comply with the scope of the suspension. Upon expiration, revocation, or termination, Installer shall immediately stop representing itself as authorized; stop using authorization badges and claims; stop using Company marks except as needed to identify previously purchased genuine product; remove authorization statements from websites, social media, listings, advertising, vehicles, signage, and materials within ten (10) business days; and return or destroy confidential materials upon request.

**26.2 Accounts, Portals, and Program Materials.** On expiration, revocation, or termination: (a) Installer's access to installer pricing, ordering, training, marketing materials, and program documents ends; and (b) Company may keep Installer's account and may, at its discretion, give Installer read-only access to its order history and invoices. During a suspension, Company may limit any of this access under Section 24.

**26.3 Purchases After Termination.** After expiration, revocation, or termination, Installer may not buy Shingle Shield™ MAX or other products sold only to Authorized Installers. Company may, in writing, allow one final order to complete customer contracts signed before the termination date, on terms Company sets. Installer may apply for another type of Company account, which Company may approve or deny.

**26.4 Orders Not Yet Shipped.** On expiration, revocation, or termination, Company may fill, hold, or cancel any order that has not shipped. If Company cancels a prepaid order, Company will refund the amount paid for the unshipped product, less any amounts Installer owes Company.

**26.5 Former Installer's Customers and Job Records.** After expiration, revocation, or termination, Company may refer Installer's past customers who contact Company to other Authorized Installers for inspections, warranty matters, recoats, and other service. Within ten (10) business days of Company's request, Installer will provide records for jobs registered under the Product Warranty, including the property address, application date, product and batch information, and job photos. Installer remains responsible for its own workmanship obligations under Section 9.

**26.6 Survival.** Termination does not eliminate accrued payment obligations, customer obligations, Installer workmanship responsibilities, or provisions intended to survive. Sections concerning confidentiality, intellectual property, media rights, indemnification, limitations, dispute resolution, and post-termination duties, including Sections 26.1 through 26.5, survive.

## 27. Notices

Notices under this Agreement must be in writing and delivered by personal delivery, nationally recognized overnight carrier, certified U.S. mail, or email with confirmation of transmission to the addresses below or to an updated address provided in writing. Notice is effective upon personal delivery, one business day after overnight dispatch, three business days after certified mailing, or on confirmed email transmission.

**Company Notices**
NxTech Holdings LLC d/b/a Vital Coat
668 Capital Circle NE, Suite 12
Tallahassee, Florida 32301
Email: info@vitalcoat.com

**Installer Notices**
Name: _____
Address: _____
Address (cont.): _____
Email: _____

## 28. Dispute Resolution and Governing Law

The Parties shall first attempt in good faith to resolve disputes through direct discussion. Before filing litigation, either Party may request non-binding mediation in Leon County, Florida, unless emergency injunctive relief is reasonably

necessary. Florida law governs without regard to conflict-of-law rules. Exclusive venue lies in the state or federal courts located in Leon County, Florida, and each Party consents to jurisdiction there.

## 29. Incorporated Documents, Hierarchy, and Updates

This Agreement and any separately accepted Schedule A control the Authorized Installer program relationship.

The electronic acceptance page or associated version record will identify the version or revision date of each Incorporated Document made available at acceptance. Company will maintain a reproducible record of the Agreement version, acceptance language, accepting individual, legal business name, authority or title, date and time, order number, and other available transaction data associated with acceptance.

If documents conflict, a written amendment accepted by both Parties controls the subject it expressly addresses. Otherwise, subject-specific documents control their stated subjects: (a) this Agreement and any separately accepted Schedule A control authorization, program status, Reserved Service Area benefits, training obligations, brand use, suspension, revocation, and termination; (b) the written Product Warranty controls product-warranty eligibility, coverage, exclusions, claims, proration, and remedies; (c) the current TDS, SDS, label, and written application instructions control product handling, safety information, roof eligibility, preparation, application, coverage, drying, cure, cleanup, and technical use; (d) the Commercial Credit and Payment Terms and accepted transaction documents control commercial payment and approved credit; (e) the Shipping Policy controls shipment and delivery; (f) the Return Policy controls return eligibility and refunds; (g) required and prohibited Code provisions control program conduct; and (h) the Website Terms control remaining website and direct-purchase matters. This Agreement controls any remaining Authorized Installer program issue.

Company may prospectively update technical, safety, warranty, brand, website, payment, shipping, return, and program documents for future transactions or conduct to address product changes, operational needs, legal requirements, safety, or brand protection. A later warranty revision does not reduce a properly registered existing homeowner warranty. Material changes to an accepted Installer pricing commitment, Reserved Service Area obligation, Agreement term, liability allocation, indemnification obligation, or termination right require a written or electronic amendment affirmatively accepted by both Parties unless this Agreement expressly provides otherwise.

## 30. General Provisions

This Agreement and its Incorporated Documents constitute the entire agreement concerning the Authorized Installer relationship and supersede prior discussions and materials on that subject. Marketing materials do not modify this Agreement. No waiver is effective unless in writing, and failure to enforce a provision is not a waiver. Installer may not assign this Agreement or transfer authorization without Company's prior written consent. Company may assign this Agreement to an affiliate or successor in connection with a merger, reorganization, or transfer of the Shingle Shield™ MAX business. If a provision is unenforceable, it shall be modified to the minimum extent necessary or severed without affecting the remainder. Headings are for convenience. Electronic signatures and counterparts are effective as originals.

## 31. No Earnings or Business Guarantee

Company does not guarantee leads, customers, revenue, profits, market demand, business success, or recovery of Installer's investment. Any examples, projections, pricing illustrations, sales scripts, lead-generation ideas, CRM suggestions, or other business resources are optional educational assets only unless a requirement is expressly limited to product, installation-record, warranty, or program-status documentation under this Agreement. Installer independently determines its pricing, marketing, staffing, systems, and business methods.

## 32. Authority, Electronic Consent, and Acknowledgment

The accepting individual represents that they are at least eighteen (18) years old, have authority to bind Installer, consent to transact electronically, can access and retain electronic records, had the opportunity to seek independent legal advice, understands the independent nature of the relationship, and agrees to comply with this Agreement and applicable Incorporated Documents.

## Required Electronic Acceptance Language

**CHECKOUT CHECKBOX**

I certify that I am authorized to bind the business identified in this order. I have reviewed and agree to the Shingle Shield™ MAX Authorized Installer Program Agreement and Terms, the order summary presented with my purchase, and any separate Schedule A presented with my purchase. I acknowledge access to the incorporated Code of Conduct, Product Warranty, Technical Data Sheet, Safety Data Sheet, Website Terms, Commercial Credit and Payment Terms, Shipping Policy, Return Policy, and applicable product and program requirements. I understand that checking this box and submitting the order creates a binding electronic agreement with NxTech Holdings LLC d/b/a Vital Coat.

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