

TRADEMASTERS MEMBERSHIP TERMS AND CONDITIONS

Service Provider/ We:	Trademasters Holdings LLC
Member/ You:	As shown in the Member Portfolio.
Property:	As shown in the Member Portfolio.
Membership:	Base / Essential / Ultimate Condo / Townhome / Single Family / All As shown in the Member Portfolio.
Term:	One year.
Renewal:	Automatic annually at then-applicable rates, terms, and conditions.
Date:	As shown in the Member Portfolio.

These Trademasters Membership Terms and Conditions (the “Agreement”) are subject to change without notice to Member by update from time to time on the website of Service Provider at trademasters.com/member-agreement. Capitalized terms are defined when used or on Exhibit A.

Services. Following initiation of this Agreement, Service Provider will conduct the TM Proview review of your home, HVAC equipment, and other Home Assets. Service Provider will provide and perform a variety of home services, including but not limited to heating and cooling systems, plumbing, Seasonal Refresh Visits, FixMaster Visits, AquaPro Visits, and Toolbox Visits once or twice yearly (depending on the system being serviced and agreement type) on the equipment listed in the Member Portfolio and further described herein. Services will be scheduled at the Member’s convenience during regular business hours, Monday through Friday, excluding holidays, based on Service Provider availability. Service Provider will provide a copy of the technicians report as verification of work. As a Member, your repair calls will be scheduled on an emergency basis first and then on a first come first service basis. If you are not a Member or if your Membership has lapsed, services will be performed at then-prevailing rates.

Membership Benefits. This Agreement is designed to create a transparent and mutually beneficial relationship between the Service Provider and the Member. It outlines the responsibilities, rights, and expectations of both parties to ensure a smooth and successful partnership. As a valued Member, you will enjoy a host of benefits which depend on your Membership level and include as of the date hereof TM Proview, Seasonal Refresh Visits, FixMaster Visits, AquaPro Visits, Toolbox Visits, and Member Pricing, all as further described on Exhibits A and B (the services set forth on Exhibit A are subject to change and are not contractual commitments).

Membership Levels. Membership levels are described on Exhibit B, hereto.

Upgrades: Upgrading Membership level can be done any time through the Member Portfolio, and the Membership end date will remain the same as the original. Any additional benefits gained from the upgrade will be prorated for the partial year and attributed to the

account and any services already used for the year on the original account will remain “used”. Changes will be reflected in the next billing period.

Legacy Upgrades: Upgrading Membership level can be done any time through the Member Portfolio. The Membership term will restart from the day of upgrade. Any additional benefits gained from the upgrade will be attributed to the account and any services already used for the year on the original Energy Saver Agreement will remain “used”. Changes will be reflected in the next billing period.

Downgrades: Downgrading Membership level may only be done at the end of the then-current Membership, and the Membership end date will remain the same as the original. All changes are reflected at the beginning of the next billing period.

Cancellation. Either party may cancel this agreement by providing thirty (30) days written notice, however, there is no refund for cancellation prior to the end of the then-current contract year, and Member will be obligated to pay: (a) for any cancellation by Member, all remaining monthly payment obligations (if not already paid), and (b) the cost of all parts supplied and work performed through the effective date of cancellation at Service Provider’s then-applicable undiscounted rates.

Payment; Member Default. Payment for services will be due monthly in advance. If Member fails to pay amounts due within thirty (30) days of invoice date, a late payment charge equal to Twelve Percent (12%) of the unpaid invoice amount will be applied. A current credit card will be kept on file and charged at then-prevailing rates by Service Provider concurrently with invoice issuance. Service and beneficial pricing will be suspended any time payment under this Agreement, or any other agreement between the Service Provider and Member, is due and not timely paid, and any services performed will be billed at the Service Provider’s then-prevailing rates. Upon any breach or default in payment or other terms of this Agreement by Member, the Service Provider shall have the right to withhold service. Unpaid amounts owing for services and other amounts owing hereunder shall accrue interest until paid at the rate of Twelve Percent (12%) per annum. Payments outstanding for a period of more than ninety (90) days and over Two Hundred Dollars (\$200.00) in amount may be assigned or sent to collections by Service Provider. If sent to collections, Member will be responsible for Service Provider’s costs of collection, including without limitation reasonable attorney’s fees and costs. Prices are subject to change without notice. Seasonal rates may apply.

Member Responsibilities. Member must provide access to the areas related to service. All pets must be on a leash or in a separate area of the home. The Member must allow Trademasters to complete the ProView visit to obtain accurate information about their home, systems, and any relevant details. Member must maintain a safe environment at the Property for service personnel and will not leave any persons under the age of eighteen (18) at the Property without adult supervision at all times during which services are performed. For the avoidance of doubt, Member acknowledges and agrees that there shall be no liability on the part of any of the Service Provider or any Service Provider Affiliate (defined below) for, and Member represents and warrants that the home is free of: environmental factors such as lead, asbestos, mold, mildew, or similar conditions or hazards, nor for injury or damage to persons or property, nor consequential damage resulting from, defects in or non-operation of equipment or its accessories, and, although

Service provider has no obligation to remedy any of the foregoing matters referenced in this sentence, the cost of remediation of any such matters by Service Provider will be due and owing from the Member at Service Provider's then-applicable Member rates.

Service Provider Responsibilities. Trademasters will use commercially reasonable efforts to ensure that services are performed by qualified and licensed contractors, technicians, employees, franchisees, or other service professionals. Service Provider will maintain records of services provided and equipment installed via the Member Portfolio. Member will have access to this portal 24/7/365 (subject to normal maintenance and upgrades).

Warranty. Except as otherwise provided herein, our equipment installations are subject to a one year labor and materials warranty. We will support manufacturers' warranties by furnishing (F.O.B.) factory replacement parts or equipment at the option of warranting manufacturer for products that receive the benefit of the applicable manufacturer's warranty, but the cost of our labor will be due from Member if not paid by the applicable manufacturer. All warranty work by Service Provider is contingent on Member being current on all outstanding amounts owing by Member to Service Provider hereunder and under any other agreement, including for all products being installed or supplied. Some services will have additional or separate warranty language and limits (eg, roofing), which will be included in the applicable agreement, service proposal, or invoice.

Exclusions. This Agreement does not cover, and we will not warrant parts or labor when failure to any Home Asset results from or relates to any: (a) unnecessary or nuisance calls (eg, thermostats set too low or off, emergency switches or disconnects turned off, clogged air filters, circuit breakers tripping, blown fuses, power outages); (b) changes, additions, or deletions to existing equipment per local, state, or national law, code, or regulation, or requirements of insurance companies or other third party; (c) loss or damage resulting from fire, water, windstorm, hurricane, tornado, hail, lightning, earthquake, theft, terrorism, riot, misuse, or abuse, or other circumstance beyond the Service Provider's control; (d) high voltage electrical work, blown fuses, disconnects, circuit breakers, plumbing or piping, or other equipment beyond that identified in the TM ProView report of Home Assets; (e) variable speed equipment and additional equipment used in conjunction with the operation of the system, including humidifiers, air cleaners, and electronic thermostats; (f) nonworking parts of equipment installation, including diffusers, ductwork, blower housings, coils, unit cabinet, trim, pipes, supports, and insulation; (g) design criteria, air balancing, improper sizing, or design deficiencies of existing equipment not installed or calculated by Service Provider; (h) corrosion, erosion, or deterioration of any Home Asset or installation or configuration thereof; (i) ProView and maintenance visits; (j) work on any Home Asset done by a third party, or existing installations or designs, and manufacturer system designs; and (k) lost refrigerant or similar items.

Member Default. The Service Provider reserves the right to terminate this Agreement upon notice to Member and without refund if Member: (a) fails to timely pay amounts owing hereunder; or (b) fails to perform any other covenant or obligation of Member hereunder.

Miscellaneous. This Agreement supersedes all prior agreements between the Member and the Service Provider in respect of the Home Assets and the Property, other than a Legacy Agreement, which shall remain in effect until December 31, 2026 unless sooner converted to a

Membership under this Agreement or terminated. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction, and any provision that is prohibited or unenforceable shall be reformed or modified to reflect the contractual intent to the maximum extent permitted by applicable law. This Agreement shall be governed by the laws of the State of Delaware, other than the principles of conflicts of laws.

Limit of Liability: TO THE FULLEST EXTENT ALLOWED BY LAW, THE SERVICE PROVIDER, ITS PARENT AND AFFILIATES, AND ANY TECHNICIAN, EMPLOYEE, CONTRACTOR, FRANCHISEE, OR OTHER SERVICE PROFESSIONAL OF THE SERVICE PROVIDER (COLLECTIVELY, THE “SERVICE PROVIDER AFFILIATES”) SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. TO THE FULLEST EXTENT ALLOWED BY LAW, THE AGGREGATE LIABILITY OF THE SERVICE PROVIDER AND THE SERVICE PROVIDER AFFILIATES SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY MEMBER TO SERVICE PROVIDER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE LAST DATE OF SERVICE AT THE PROPERTY PROVIDED HEREUNDER. THE SERVICE PROVIDER AND THE SERVICE PROVIDER AFFILIATES ARE NOT THE MANUFACTURER OF THE PRODUCTS OR SYSTEMS COVERED HEREUNDER AND THEREFORE THIS AGREEMENT IS NOT AN EXPRESS OR IMPLIED WARRANTY, GUARANTEE, OR PROMISE RELATING TO THE MATERIALS, WORKMANSHIP, OR PERFORMANCE OF THE PRODUCTS OR SYSTEMS COVERED BY THE PLAN(S) (ALL OF WHICH WARRANTIES ARE WAIVED BY MEMBER), HOWEVER SUCH PRODUCTS OR SYSTEMS MAY BE COVERED BY MANUFACTURERS WARRANTIES.

Binding Arbitration. Except as otherwise required by law, any claim, dispute, or controversy between Member and Service Provider or any Service Provider Affiliate that arises from or relates to this Agreement or the Membership Plan (each, a “Claim”) shall be resolved by binding arbitration conducted in Lorton, Virginia, by a single arbitrator by the American Arbitration Association pursuant to its Consumer Arbitration Rules. The arbitrator’s decision will be final and binding. This Binding Arbitration provision shall survive termination of this Agreement, and shall be governed by federal law, including the Federal Arbitration Act. The Member agrees to discuss any potential claim, dispute, or controversy with the Service Provider before seeking arbitration to attempt to resolve the claim, dispute, or controversy without arbitration.

NEITHER YOU NOR THE SERVICE PROVIDER WILL HAVE THE RIGHT TO LITIGATE A CLAIM IN COURT OR TO HAVE A JURY TRIAL ON A CLAIM, DISPUTE, OR CONTROVERSY ARISING HEREUNDER, OR TO ENGAGE IN PRE-ARBITRATION DISCOVERY, EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR AS OTHERWISE SET FORTH HEREIN.

All costs and expenses of the arbitration, including the fee of the arbitrator and the costs incurred by the prevailing party, including reasonable attorneys fees and expenses, shall be paid by the losing party in the arbitration. Judgment upon an arbitration award may be entered in any court having jurisdiction.

EXHIBIT A

Definitions

Member – Any Member that has purchased a Membership Plan.

Legacy Member – Any Member that held an active Trademasters Service Inc. Energy Saver Agreement as of August 30, 2024.

Membership Plans –

Legacy: Member Portfolio, 2 Seasonal Refresh Visits, and Member Pricing. Annual Pricing only.

Base: Member Portfolio, TM Proview, 1 Toolbox Visit, Member-Only pricing on select services.

Essential: Member Portfolio, TM Proview, Member-Only pricing on select services, 2 Seasonal Refresh Visits, 1 Fixmaster Visit, Members-only 30% discount on additional ProView Visits, Access to home improvement design services (*additional fee*).

Ultimate: Member Portfolio, TM Proview, Member-Only pricing on select services, 2 Seasonal Refresh Visits, 1 Fixmaster Visit, 1 AquaPro Visit, Members-only 50% discount on additional ProView Visits, Access to home improvement design services (*additional fee*), \$200 member Appreciation Repair Renewal Credit, Home Concierge.

Home Assets – The major systems and appliances, including but not limited to HVAC, kitchen appliances, and plumbing of the Property.

Member Portfolio - The online portal that allows the member to view their Property information, select, upgrade, or downgrade their Membership Plan, and order and schedule work. This includes address, users, proposals, service requests, work orders, calendar, notifications, room dimensions, paint colors, large appliance serial and manufacturer numbers, service provider work history, membership level, member profile, payment methods, ProView Visit request, history, and installed equipment.

Home Visits:

Seasonal Refresh Visit – Regular maintenance and inspection of the HVAC system to ensure optimal performance. Included in the Base, Essential, and Ultimate Membership and available a la carte. This visit features a 15-point inspection by a certified HVAC technician. These visits include but are not limited to a refrigerant cycle check, rust and debris removal from heat exchangers and burners, indoor coil, blower wheel, motor, and drain pan cleaning.

FixMaster Visits – The Essential and Ultimate membership levels feature an annual two-hour FixMaster visit and available a la carte. The visit includes visual inspections of gutters, light switches, outlets, sump pumps, washer/dryer clogs, bends, and leaks, and small repairs on day of visit. Small repairs may include minor drywall patch, touch up painting, installation or previously purchased shelves, mounting TVs, lubricating hinges or adjusting door fit, replacing weather stripping, power washing small areas, and other small “handyman” tasks.

AquaPro – Included in the Ultimate membership level and available a la carte. This visit includes an inspection essentials for maintaining the basic health of the plumbing system. Includes a check for any potential leaks and minor repairs. Plumbing Inspections.

Toolbox Visit – Each Base level membership comes with an annual Toolbox visit. This visit helps members to stay on top of any minor maintenance or repairs. It includes HVAC filter change and basic visual inspection, visual leak check of all faucets and toilets, test and replace batteries in fire and carbon monoxide detectors, fire extinguisher check, seasonal change over during spring and fall, and lightbulb replacements if needed.

ProView Visit – One of our “ProView Specialists” will visit the Member’s home, where they will use our advanced 3D camera to take pictures of the inside and outside of the home. This will create a 3D model of their Home Assets and property. This model captures measurements down to 1% +/- at 40 meters, allowing us the ability to provide the member with accurate and tailored estimates. The ProView Visit also allows us to verify the age, condition, and model information of your Home Assets. Following the ProView Visit, our ProView Specialist will upload a home report detailing your Home Assets and information about work that may be needed in the near future. These reports are for the Member’s future planning. The ProView Visit may be waived by Service Provider at its discretion.

\$200 Member Appreciation Repair Credit – This credit is included at renewal only in the Ultimate Package and can be used toward a future repair. Credit must be used during the policy year in which it is issued.

In-Person Quality Assessment – Included with the Ultimate Membership. An HQ technician will be sent out to the property to perform a QA following repair or installation.

Home Concierge – This is Included with the Ultimate Membership. Members will receive a dedicated home representative that will be available during business hours to assist with overseeing projects, repairs, and maintenance.

Member Pricing – Access to exclusive pricing on select services. Special offers and promotions are available exclusively to members.

EXHIBIT B
Member Levels

Base (Condo, Townhome, Single Family Home)	Essential (Condo, Townhome, Single Family Home)	Ultimate (Condo, Townhome, Single Family Home)
<ul style="list-style-type: none"> ● Personal Member Portfolio ● (1) TM ProView ● (1) Toolbox Visit ● Member-Only pricing <i>on select services</i> 	<ul style="list-style-type: none"> ● Personal Member Portfolio ● (1) TM ProView ● (2) Two Seasonal Refresh Visits ● (1) Annual FixMaster Visit ● Member-Only pricing <i>on select services</i> ● Access to home improvement design services <i>(additional fee)</i> ● Members-only 30% discount on additional ProViews 	<ul style="list-style-type: none"> ● Personal Member Portfolio ● (1) TM ProView ● (2) Two Seasonal Refresh Visits ● (1) Annual FixMaster Visit ● (1) Annual AquaPro Visit ● \$200 Member Appreciation Repair Credit at renewal ● Home Concierge ● Member-Only pricing <i>on select services</i> ● Access to home improvement design services <i>(additional fee)</i> ● Members-only 50% discount on additional ProViews