



FENETEX
MOTORIZED SCREENS

259 Ellis Rd
Jacksonville, FL 32254
Ph: 904.437.5168
Fx: 888.758.0601
www.fenetex.com

MARKETING ASSET SHARING AGREEMENT

This agreement is between Fenetex Corporation (Fenetex) and _____
(company name, referred to as "Dealer" hereinafter in this agreement).

Fenetex is pleased to share marketing assets (including photos, videos, logos, etc, hereinafter called "marketing assets") with our dealers in the interest of advertising Fenetex products and the Fenetex brand to promote both, as well as the Dealer's sale of such products. Fenetex invests a great deal to produce, collect, and curate these collections. For Fenetex to share these marketing assets with Dealer for use in Dealer's own marketing, Dealer must agree to the following:

Acknowledgement of Fenetex's Rights With Respect to the Marketing Assets. All rights not expressly granted are hereby reserved by and to Fenetex, and for avoidance of doubt, Dealer acknowledges and agrees that as between Fenetex and Dealer, Fenetex is and shall remain the sole and exclusive owner of all rights regarding the marketing assets shared with Dealer by Fenetex. Additionally, Dealer hereby grants Fenetex a perpetual and irrevocable license to use, reproduce, modify, display, and distribute, and to have others do the same for all marketing assets created by or on behalf of Dealer for Fenetex products, including, without limitation, any photographs or other visual depictions of Fenetex products.

Dealer shall fully cooperate with Fenetex in Fenetex's efforts to maintain, expand and enforce Fenetex's rights with respect to the marketing assets. Dealer will not on its behalf or on behalf of any other party, in any country or jurisdiction, register or attempt to register any rights with regard to the marketing assets. Dealer will not do or permit to be done or assist any third party in taking any action which will in any way impair Fenetex's ownership of and rights in and to the marketing assets. Dealer will not contest or assist any other party in contesting the validity of Fenetex's ownership of the Marketing Assets.

Marketing. During the Term of the Agreement, Fenetex and Dealer agree each party grants to the other the right to use each other's marketing assets if agreed to mutually promote the sale of the Fenetex products and brand, as well as Dealer's sale of both, with associated expenses to be paid by the initiating party unless agreed to otherwise in writing.

Limitation of Liability. With respect to any photographs or other visual marketing assets shared under this agreement, Fenetex's sole liability in the event of any claim or issue arising from their use shall be limited to, at Fenetex's sole discretion, either replacing the affected photograph or marketing asset with a comparable alternative or requesting the Dealer to cease using and delete the affected photograph or marketing asset. Under no circumstances shall Fenetex be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with the use of the marketing assets.

Disclaimer. FENETEX PROVIDES THE MARKETING ASSETS, INCLUDING BUT NOT LIMITED TO PHOTOGRAPHS AND VIDEOS, ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. FENETEX DOES NOT WARRANT THAT THE MARKETING ASSETS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

WHEN DEALER USES FENETEX MARKETING ASSETS IN PRESS RELEASES, DIGITAL CONTENT, IMAGES, VIDEOS, ADVERTISING, PRINT, SOCIAL MEDIA, OR OTHERWISE DISPLAYED IN A PUBLIC FORUM, FENETEX'S NAME WILL BE INCLUDED IN THE LANGUAGE OR PHOTO CREDIT.

Signature of Authorized Rep of Dealer

Date

Ms. Meridith Anzulis

CEO and Vice President, Fenetex

Date

Printed name and title

If not signed via e-sign, please fax signed agreement to Fenetex at 888.758.0601 or email to social@fenetex.com.

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