

# General Partner Agreement

Last modified: 3 March 2025

Welcome to FORM Kitchens' Partner Program. This General Partner Agreement ("Agreement") outlines the terms under which you ("Partner") may engage with FORM Remodel, Inc. ("FORM") through our platform and services. By signing up or using FORM's platform, you agree to the terms of this Agreement.

This Agreement applies universally to all FORM partners. Specific circumstances are governed by additional agreements with further expectations and terms.

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## 1. Purpose of the Agreement

**FORM's mission is to democratize design through technology, empowering professionals to grow their businesses with less time, cost, and risk.** This Agreement establishes a baseline for collaboration with FORM, enabling partners to access tools, resources, and opportunities while ensuring alignment with FORM's standards and vision.

Whether you are referring clients to FORM or designing directly using FORM's platform, this partnership aligns with FORM's vision to empower professionals while maintaining high customer satisfaction.

FORM works with partners in two primary ways, and you can use both methods under this Agreement:

1. **Referrals:** You can refer clients to FORM using a unique payment link. Attribution of the client to you is managed exclusively through this link. FORM handles the client's design, delivery, and installation, and you earn a 10% commission for each referred project. This means 10% of the **total project revenue** related to the cabinetry purchased from FORM ("Project Revenue").
2. **Direct Design:** You can use FORM's design software to create and manage client projects. Your designs are reviewed and approved by FORM's technical design team to ensure feasibility and alignment with customer expectations. You earn 20% of the Project Revenue for projects you design and manage.

For more comprehensive support, such as marketing or showroom services, you can request additional agreements like the FORM Partner Locations Agreement.

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## 2. Eligibility and Access

1. **Open Participation:** FORM's program is open to qualified professionals who align with our standards and mission.
  2. **Acceptance by FORM:** FORM reserves the right to approve, restrict, or revoke access at its discretion.
  3. **Non-Exclusive Agreement:** This Agreement does not grant exclusive rights. FORM may engage with other partners in your market, and you may work with other platforms.
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### 3. Partner Responsibilities

As a FORM Partner, you agree to:

1. **Follow the FORM Project GlidePath:**  
Use the FORM Project GlidePath to facilitate consistent project management, ensuring smooth communication, aligned expectations, and high-quality outcomes.
  2. **Use FORM Tools Exclusively for FORM Projects:**  
Use FORM's platform, tools and resources only for FORM-related projects. Misuse or unauthorized use may result in termination of this Agreement and other remedies.
  3. **Maintain Professionalism and Brand Standards:**  
Represent the FORM brand professionally, adhere to branding guidelines, and maintain high service quality in all client interactions.
  4. **Ensure Transparency:**  
Log all client interactions, project updates, and milestones within the FORM platform to provide visibility and enable collaboration.
  5. **Compliance:**  
Adhere to all applicable laws, regulations, and FORM's operational standards.
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### 4. FORM's Responsibilities

FORM is committed to providing:

1. **Access to Tools and Resources:**  
You receive access to FORM's proprietary design software, operational guides, and project management tools.
2. **Training Opportunities:**  
FORM offers regular training on FORM branding, sales, and product knowledge, and on use of the FORM Planner design software. Monthly webinars and an extensive knowledge base are available to support ongoing learning.
3. **Technical Design Support:**  
FORM's technical design team reviews and approves all project designs to ensure accuracy and feasibility.

4. **Customer Success Support:**

FORM's customer success team provides guidance to ensure smooth project execution and address client concerns.

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## 5. Confidentiality and Intellectual Property

1. **Confidentiality:**

You must maintain the confidentiality of all proprietary information shared by FORM, including FORM's pricing, tools, and client data. Unauthorized sharing or reproduction of our confidential information or materials is strictly prohibited.

2. **Intellectual Property:**

All tools, software, branding, materials, and confidential information provided by FORM remain FORM's property. You may not use these assets outside the scope of this Agreement or attempt to replicate FORM's systems independently.

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## 6. Term and Termination

1. **Term:**

This Agreement begins upon acceptance of these terms and remains in effect until terminated by either party.

2. **Termination by Either Party:** Either FORM or the Partner may terminate this Agreement at any time, with or without cause, by providing notice to the other party. Advance notice is not required.

3. **Post-Termination Obligations:**

Upon termination, you must cease using FORM's software, tools, branding, materials, confidential information, and all other intellectual property assets. FORM will continue to support any active projects initiated before termination and pay you the commissions earned on those projects.

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## 7. Platform Costs and Fees

1. **Initial Costs Covered:**

FORM covers initial costs for onboarding, training, and access to tools and resources.

2. **Potential Future Fees:**

To maintain platform sustainability, FORM reserves the right to introduce platform fees with 30 days' notice and a clear explanation of the fee structure. If you elect not to pay the fee, you can terminate your participation in our program as provided in Section 6.

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## 8. Dispute Resolution and Governing Law

### 1. **Dispute Resolution:**

Any disputes relating to this Agreement or your relationship with FORM will be resolved through binding arbitration in Travis County, Texas.

### 2. **Governing Law:**

This Agreement is governed by the laws of the State of Texas.

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## 9. Indemnification

The Partner agrees to indemnify and hold harmless FORM, its officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses (including attorney fees) arising out of or related to the Partner's actions, negligence, misrepresentations, or omissions while operating under this Agreement. This includes any legal claims from customers or third parties resulting from the Partner's conduct.

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## 10. Specific Agreements for Enhanced Engagement

Participation in additional FORM programs requires acceptance of the relevant agreements.

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## 11. Modifications to the Agreement

FORM may update or modify this Agreement at any time. Notice of changes will be provided through the platform or via email. Your continued use of the platform constitutes acceptance of the updated terms.

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## 12. Acknowledgment and Agreement

By accessing or using the FORM platform, you acknowledge that you have read, understood, and agreed to these terms.

For questions or support, contact FORM at [founders@formkitchens.com](mailto:founders@formkitchens.com).