



### Fyfe Certified Applicator Agreement

This Fyfe Certified Applicator Agreement (the "**Agreement**"), effective as of \_\_\_\_\_, 20\_\_\_\_ (the "**Effective Date**"), is by and between FYFE CO., LLC, a Delaware limited liability company and member of the Aegion Corporation family of companies ("**Fyfe**"), and \_\_\_\_\_, a \_\_\_\_\_ ("**Customer**").

STATE OF ORGANIZATION

TYPE OF ENTITY

CUSTOMER FULL NAME

WHEREAS, Fyfe possesses the right to use certain Intellectual Property Rights relating to the development, production, sale, installation and improvement of fiber reinforced polymer composite materials and cathodic protection systems for the strengthening and protecting of infrastructure projects employing Tyfo Products supplied by Fyfe using processes known as the "Tyfo Systems".

WHEREAS, Customer desires to represent itself as a Certified Applicator and purchase certain products and supplies from Fyfe and obtain from Fyfe a non-exclusive license to use certain Intellectual Property Rights in connection with the use and exploitation of the Tyfo Systems.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Tyfo Products.** For purposes of this Agreement, "Tyfo Products" means the TYFO® range of products supplied by Fyfe and required to carry out and perform the Tyfo Systems described in the first recital above, and that are listed on **Schedule A** attached to this Agreement, along with the prices therefor, which Tyfo Products and prices may from time to time be amended by Fyfe with 90 day prior written notice.
2. **Training Services.** Fyfe shall provide training services for Customer as described in **Schedule B** ("**Training Services**") at such times as are mutually agreeable between Fyfe and Customer. Customer shall agree to a training schedule within 30 days of the Effective Date.
  - 2.1 **Training Location and Equipment.** Fyfe shall provide all Training Services at its facility. Fyfe shall provide all equipment, including any software, necessary to provide the Training Services. Customer shall be responsible for all travel costs incurred by Customer's employees in relation to Training Services, including but not limited to hotels, meals, and other incidental expenses. If Fyfe agrees to travel to Customer's facility in order to provide the Training Services, Customer shall reimburse Fyfe for all associated costs incurred by Fyfe's personnel, including but not limited to hotels, meals, and other incidental expenses.
  - 2.2 **Fyfe Obligations.** Fyfe shall appoint Fyfe personnel, who shall be suitably skilled, experienced and qualified to perform the Training Services (the "**Training Personnel**").
  - 2.3 **Training Personnel Compensation.** Fyfe is responsible for the payment of all Training Personnel compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits.
  - 2.4 **Individual certification.** Training Personnel will assess all attendees at the end of each training session. Every attendee who demonstrates the requisite skills and knowledge will be awarded a certificate recognizing his or her status as a Qualified Applicator Employee ("QAE"). From time to time, Fyfe may also determine, in its sole discretion, that a Customer employee already possesses the necessary skills and knowledge, based on prior experience, to be designated as a QAE without attending a training session. Designation as a QAE is contingent upon continued employment by the Customer. Upon termination by or resignation from Customer, QAE status will automatically be revoked.

2.5 Payment for Training Services. Within 30 days of the Effective Date, Customer shall pay a one-time fee of \$100.00, which will cover all Training Services delivered by Fyfe during the Term.

### 3. Customer Certification.

3.1 Requirements. Upon (a) designation of two or more QAEs; and (b) successful completion of Fyfe's credit application process, Customer shall be recognized as a Certified Applicator of Tyfo Products and will be issued a formal certificate as acknowledgment thereof. Customer must employ at least two QAE at all times in order to retain its status as a Certified Applicator. Fyfe may periodically audit Customer's records in order to verify Customer's compliance with this requirement.

3.2 Quality Control. As a Certified Applicator, Customer shall: (a) maintain the standard of quality set forth in the Know-How with respect to the use, practice and other exploitation of the Tyfo Systems and Tyfo Products, (b) maintain a high standard of quality in all products on which appear any of the Trademarks, and (c) otherwise utilize the licenses granted herein in accordance with the best available technical information and advice received from Fyfe. To ensure the maintenance of such standards, (y) Fyfe may from time to time, and without notice, inspect any of Customer's sites where Customer is exploiting the Tyfo Systems, and (z) Customer shall cooperate fully with Fyfe in such inspections and shall promptly put into effect all reasonable suggested improvements made by Fyfe in relation to Customer's use or operation of the Tyfo Systems. Fyfe reserves the right to suspend or revoke Customer's status as a Certified Applicator at any time upon Fyfe's determination, in its sole discretion, that certification is no longer appropriate.

### 4. License Grant and Restrictions.

4.1 Tyfo Systems. Subject to the terms of this Agreement, status as a Certified Applicator shall confer upon Customer a limited, non-transferable, revocable, non-exclusive license to use and practice the Tyfo Systems and Know-how, and to use the Intellectual Property Rights. The license and rights granted to Customer in the preceding sentence shall only apply to Tyfo Products which are purchased by Customer from Fyfe for use in the Tyfo Systems by Customer. Customer shall not resell Tyfo Products except to end users for whom Customer is providing installation services. Customer acknowledges and agrees not to use or practice the Tyfo Systems, the Know-how or the Intellectual Property Rights outside the scope of this Agreement or with products or materials not supplied by Fyfe.

4.2 Non-Exclusivity. Customer shall be a non-exclusive licensee of the Intellectual Property Rights. Customer agrees that during the Term and thereafter, Fyfe shall be free to grant any license or other right to any Person to use or practice the Tyfo Systems, the Know-how or the Intellectual Property rights. For the avoidance of doubt, Fyfe shall also be free to use or practice the Tyfo Systems, the Know-how or the Intellectual Property rights with respect to, or otherwise promote, market, sell, distribute, install or otherwise dispose of Tyfo Products and provide Tyfo Systems services and installation.

4.3 No Right to Sublicense. Customer shall have no right to sublicense any of the rights granted under this Agreement.

4.4 Branding Requirements; No Use of Third Party Materials. Customer agrees to use and display the applicable Trademarks as trademarks, service marks or trade names in connection with the use of the Tyfo Products and the Tyfo Systems. Customer agrees not to use any third party materials or processes in connection with or as part of the Tyfo Systems. Customer shall only use Tyfo Products in the Tyfo Systems. Customer agrees to fully comply with any trademark usage policy or instruction of Fyfe for use of the Trademarks in effect from time-to-time.

5. Design Services. Fyfe will designate an engineering representative ("Fyfe Engineer") who shall be Customer's point of contact for all engineering inquiries. Fyfe will provide 10 initial hours of preliminary design support without charge, to include review of specifications for the purpose of evaluating the suitability of Tyfo Products but not actual designs or stamped drawings. After the first 10 hours, preliminary design services shall be billed at a rate of \$200 per hour. Stamped drawings or detailed design services may be provided upon written request and approval for a mutually agreeable fee. Hourly rates for draftsman and engineering services are attached as part of Schedule A. All Fyfe

design services shall be subject to Fyfe's standard terms and conditions, which are available online at <http://www.Aegion.com/Tyfo-Services-Terms>.

6. Sale of Tyfo Products. Customer may order from time-to-time by separate purchase order such amount of Tyfo Products as determined by Customer. Fyfe may agree to sell such Tyfo Products to Customer by accepting such purchase order of Customer. The terms of this Agreement and any purchase order between the parties shall govern the sale of Tyfo Products. All orders of Tyfo materials shall be subject to Fyfe's standard terms and conditions, which are available online at <http://www.Aegion.com/Tyfo-Products-Terms>. In the event of any conflict between the terms of any purchase order and the terms of this Agreement, the terms of this Agreement shall control. Customer may also order and purchase from Fyfe, and Fyfe may sell to Customer, any equipment and supplies necessary for Customer to perform and carry out the Tyfo Systems.

7. Term. The term of this Agreement commences on the Effective Date and continues for a period of two years (the "Initial Term"). Upon expiration of the Initial Term, this agreement will automatically renew for additional successive two year terms (each a "Renewal Term" and together with the Initial Term, the "Term").

8. Non-solicitation of Employees. During the Term and for a period of one (1) year thereafter, Customer shall not directly or indirectly, or by any act in concert with others, attempt to employ, recruit or otherwise solicit or induce or influence any employee of Fyfe or any of its affiliates to leave his or her employment. The foregoing shall not apply to any general solicitation or advertisement for employment or any contact initiated by an employee of Fyfe or one of its affiliates.

9. Supplementary Terms and Conditions. This Agreement is subject to the Supplementary Terms and Conditions available at <http://www.Aegion.com/Tyfo-Applicator-Terms> which are incorporated herein by this reference and which form an integral part of this Agreement.

10. Integration. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related exhibits and schedules (other than an exception expressly set forth as such in the schedules), the statements in the body of this Agreement shall control.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

<b>FYFE CO., LLC</b>	<b>CUSTOMER</b>
By _____ <small>SIGNATURE</small>	By _____ <small>SIGNATURE</small>
Name: _____ <small>PRINT OR TYPE NAME</small>	Name: _____ <small>PRINT OR TYPE NAME</small>
Title: _____ <small>PRINT OR TYPE TITLE</small>	Title: _____ <small>PRINT OR TYPE TITLE</small>
Address: _____ <small>PRINT OR TYPE FULL ADDRESS INCLUDING CITY, STATE &amp; ZIP</small>	Address: _____ <small>PRINT OR TYPE FULL ADDRESS INCLUDING CITY, STATE &amp; ZIP</small>

**Fyfe Certified Applicator Agreement**

Certified Applicator Schedule A

9/1/2017

JDE Item #	Product Description	UOM	Product Detail
6001705	CABOSIL SILICA (TS-720) - FG	EA	10 # BAG
6001735	CIS-1 LAYER 1 CONCENTRATE (5G)	EA	Corrosion Inhibitor
6001736	CIS-1 LAYER 2 CONCENTRATE (5G)	EA	Corrosion Inhibitor
6001745	SAMPLE VINYL	ROLL	1012.50 SF/ROLL
6001742	TYFO 4UC55 CARBON STRIP	LF	4-inch wide x 0.55-inch thick per foot
6001744	TYFO 4UC75 CARBON STRIP	LF	4-inch wide x 0.75-inch thick per foot
6001049	TYFO A (5 GALLON UNIT)	EA	Acrylic Paint
6001060	TYFO A PAINT 5 GALLON GREY	EA	Acrylic Paint
6001732	TYFO CIS - LAYER I (NON-CON)	EA	Corrosion Inhibitor
6001733	TYFO CIS - LAYER II (NON-CON)	EA	Corrosion Inhibitor
6001050	TYFO EI-R CONCRETE GREY 5 GAL	EA	5 GALLON UNIT
6001018	TYFO S-T EPOXY PART A	EA	High Temperature Epoxy
6001019	TYFO S-T EPOXY PART B	EA	High Temperature Epoxy
6001040	TYFO F COAT - 4.0 GALLON PAIL	EA	Component of Tyfo FC/F
6001028	TYFO FC PART A	EA	Component of Tyfo FC/F
6001029	TYFO FC PART B	EA	Component of Tyfo FC/F
6001038	TYFO HCR PART A GREY 5 GAL	EA	A requires 2 - 5 gal
6001039	TYFO HCR PART B GREY 5 GAL	EA	B requires 1 - 5 gal
6001008	TYFO PWC EPOXY PART A	EA	Potable Water Coating
6001009	TYFO PWC EPOXY PART B	EA	Potable Water Coating
6001002	TYFO RR CONCRETE GREY 5GAL	EA	Class A/Class 1 flame and smoke finish
6001044	TYFO S - PART A - DRUM LOT	EA	500#
6001045	TYFO S - PART B - DRUM LOT	EA	430#
6001000	TYFO S EPOXY PART A	EA	4 gallons when mixed
6001001	TYFO S EPOXY PART B	EA	4 gallons when mixed
6001010	TYFO SW-1 EPOXY PART A	EA	Underwater Epoxy

Certified Applicator Schedule A

9/1/2017

6001011	TYFO SW-1 EPOXY PART B	EA	Underwater Epoxy
6001012	TYFO SW-1S EPOXY PART A	EA	Underwater Epoxy - Saturant
6001013	TYFO SW-1S EPOXY PART B	EA	Underwater Epoxy - Saturant
6001006	TYFO TC EPOXY PART A	EA	Tack Coat
6001007	TYFO TC EPOXY PART B	EA	Tack Coat
6001034	TYFO U - PART A 1 GALLON UNIT	EA	Polyurethane Paint - Part A
6001035	TYFO U - PART B 1 GALLON UNIT	EA	Polyurethane Paint - Part B
6001036	TYFO U PART A 5 GALLON UNIT	EA	Polyurethane Paint
6001037	TYFO U PART B 5 GALLON UNIT	EA	Polyurethane Paint
6001048	TYFO VG DASH COAT	EA	48 # BAG 900 SF COVERAGE
6001004	TYFO VG FIRE PROOFING MATER	EA	43 # BAG
6001042	TYFO VG PRIMER 1 GAL UNIT	EA	200 SF PER GAL
6001043	TYFO VG PRIMER 5 GAL UNIT	EA	200 SF PER GAL
6001016	TYFO WP EPOXY A	EA	Wet Prime
6001017	TYFO WP EPOXY B	EA	Wet Prime
6001005	TYFO WR-AFP FIREPROOFING	EA	43 # BAG 22 SF COVERAGE
6003008	TYFO 11UP CARBON FABRIC	ROLL	1,200 SF/ROLL
6003004	TYFO SCH-41 CARBON FABRIC	ROLL	600 SF/ROLL
6003005	TYFO SCH-41-2X CARBON FAB	ROLL	300 SF/ROLL
6003003	TYFO SCH-41-H CARBON FAB	ROLL	600 SF/ROLL
6003006	TYFO SEH-51A GLASS FABRIC	ROLL	675 SF/ROLL
6003007	TYFO WEB +/- 90 GLASS FABRIC	ROLL	750 SF/ROLL
6003000	TYFO BC +/- 45 GLASS FABRIC	ROLL	1250 SF/roll (50"x315lf) VP
6003001	TYFO BCC +/- 45 CARBON FABRIC	ROLL	625 SF/ROLL
6003117	TYFO SCH MARK IV 24.5" X 164'	ROLL	334.56 SQFT
6003118	TYFO SCH MARK V 24.5" X 164'	ROLL	334.56 SQFT
6001061	TYFO CR	EA	5 GALLON UNIT
6001076	TYFO IM	EA	5 GALLON UNIT



Fyfe Co. LLC

3940 Ruffin Road, Suite C

San Diego, CA 92123

858 642-0694

SCHEDULE A (CONTINUED)

**ENGINEERING SERVICES**

Fyfe Engineering is dedicated to supporting the success of Certified Applicators. Due to the nature of design engineering, most of these services are project-specific and provided exclusively for Fyfe Certified Applicators.

1. **Feasibility Assessment** (no charge): Initial consultation regarding applicability of Tyfo® products for given project dynamics. Assist Applicator with specification language to support Tyfo feasibility.
2. **Bid/Proposal Support** (no charge): Initial design and take-off assistance plus assist with RFIs and technical specification reviews. Please note that any estimated material take-off quantities are not intended to be relied upon and it is the responsibility of the Certified Applicator to verify and be responsible for the actual material bid quantities and material ordered quantities.
3. **Design and Submittal Support:** Design calculations and submittal generation including Tyfo material data and shop drawings. Since each project is unique, please contact your local Fyfe representative for specific design and submittal fees for your respective project. Fyfe Co. has the capability to provide stamped calculations in all 50 states.
4. **Construction support:** Fyfe engineering can provide project support including, but not limited to, project design revisions, change order support, value engineering, onsite QA/QC, and overall technical support per the associated fees listed below.
  - a. In-House Engineering Support – engineering and drafting support conducted in our office via normal communication channels including but not limited to phone calls and emails:
    - Engineering Services (PE): \$175/hour\*
    - Drafting Services: \$100/hour

\*Per hour fee will be charged for all in-house design and drafting support calculated to the nearest ¼ of an hour (15 minute increments).

- b. Onsite Engineering Support –
  - Project Engineer: \$1250/Day\*\*

\*\*Onsite support will be charged per day with a minimum fee of one full day for all onsite support. For multiple day support, the total onsite fee will be the total number of days onsite rounded up to the nearest full day. Onsite support fee assumes normal working day Monday – Friday and during normal work hours between 8 AM to 5 PM. Onsite support outside normal working days and hours will be negotiated on a project specific basis. Customer shall also reimburse Fyfe all associated costs incurred by Fyfe’s personnel, including but not limited to airfare, hotels, meals, and other incidental expenses if required.

**SCHEDULE B**  
**February 4, 2019**  
**Qualified Applicator Employee Training Program**

**DAY ONE**

**INTRODUCTION**

Section 1: ..... Introduction to Composites  
Section 2: ..... Fyfe Company history  
Section 3: ..... Current and Past Developments  
Section 4: ..... Application Examples

**INSTALLATION BASICS**

Section 1: ..... Environmental Conditions  
Section 2: ..... Mixing Tyfo® S Epoxy  
Section 3: ..... Mixing Thickened Tyfo® S Epoxy  
Section 4: ..... Epoxy Consumption Rates  
Section 5: ..... Manual Saturation  
Section 6: ..... Tyfo® Fibrwrap® Installation Procedure  
Section 7: ..... Epoxy Finishes

**HANDS-ON TRAINING**

**JOBSITE SET UP**

- Safety recommendations
- Mixing, cutting, dust control and installation sites
- Identification and storage of Tyfo® products

**FABRIC SATURATION PROCESS**

- Saturation Tools and equipment overview
- Saturator Setup, operation, and maintenance
- Manual Saturation

**SURFACE PREPARATION**

- Visual demonstration of surface profiles
- Equipment summary for bond critical applications

**QUALITY**

- ASTM D4541 Adhesion Testing: Tools and procedures
- ASTM D2240 Shore D hardness: Tools and procedures
- ASTM D3039 Witness panels: fabrication and identification
- Environmental monitoring equipment
- Thickness measurement devices (steel substrates)

## Day Two

### **INSTALLATION BASICS (CONTINUED)**

Section 1: .....Tyfo® Composite Anchor Installation

### **SURFACE PREPARATION**

Section 1: ..... Surface Profiles

Section 2: ..... Bond Critical versus Contact Critical

Section 3: ..... Concrete Repair

### **QUALITY CONTROL**

Section 1: .....Application Learning Exercises

Section 2: .....Pre-Inspection

Section 2: .....Installation QC

Section 3: ..... Post Inspection

Section 4: ..... Drawings

Section 5: ..... Review

### **QUALIFIED APPLICATOR WRITTEN TEST (80% PASSING GRADE REQUIRED)**

### **HANDS ON TRAINING**

#### **MIXING EPOXY**

Mixing Tyfo® S Epoxy Full kits and “Breaking a kit”

Mixing Thickened Tyfo® S Epoxy

#### **MANUAL SATURATION AND SATURATOR TRAINING**

Operating the Saturator

Gap, speed, and temperature

Performing the Fabric weight check

Equipment clean-up and disposal

#### **CONCRETE PREPARATION**

Radius on External and Re-entrant corners

Primer and thickened epoxy application

#### **FABRIC INSTALLATION (MINIMUM ONE APPLICATION, MAY BE PROJECT SPECIFIC)**

Column application

Horizontal wall element

Vertical wall element

Anchor Installation and splay technique



## COURSE PRE-REQUISITES

Company Representative must sign and return certified applicator agreement

### **PPE SAFETY REQUIREMENTS**

Safety glasses

Work boots

Hard hat

Appropriate work attire (no shorts)

Anyone without the appropriate PPE will be denied entry into building!!

### **PRODUCT KNOWLEDGE**

Review the Training Manual “at a glance” Summary

Review product literature for following items:

- Tyfo® SCH-41 carbon fabric

- Tyfo® SCH-41-2X carbon fabric

- Tyfo® SEH-51A glass fabric

- Tyfo® S Epoxy