



TERMS & CONDITIONS

NON-DISCLOSURE AGREEMENT

This Agreement is made by and between kumquat Solar, LLC, a Nevada Limited Liability Company, having its principal place of business at 7343 E Scottsdale Mall, Suite 3000, Scottsdale, AZ 85251 and the Recipient.

- 1. Definition of Confidentiality.** As used in this Agreement, "Confidential Information" refers to any information which has commercial value and is either: (i) technical information, including patent, trademarks, copyright, trade secret, and/or other proprietary information, techniques, compensation concepts, equipment, software programs, and concepts related to the current, future and proposed products and services of kumquat Solar.
- 2. Nondisclosure and Nonuse Obligations.** Recipient will maintain in confidence and will not disclose, disseminate, or use any Confidential Information belonging to kumquat Solar, whether or not in written form. Recipient agrees that Recipient shall treat all Confidential Information of kumquat Solar with at least the same degree of care as Recipient accords its own confidential information. Recipient further represents that Recipient exercises at least reasonable care to protect its own confidential information. If Recipient is not an individual, Recipient agrees that Recipient shall disclose Confidential Information only to those of its employees who need to know such information, and certifies that such employees have previously signed a copy of this Agreement.
- 3. Survival.** This Agreement shall govern all communications between the parties. Recipient understands that its obligations under Paragraph 2 ("Nondisclosure and Nonuse Obligations") shall survive the termination of any other relationship between the parties. Upon termination of any relationship between the parties, Recipient will promptly deliver to kumquat Solar without retaining any copies, all documents and other materials furnished to Recipient by kumquat Solar
- 4. Governing Law.** This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Nevada as such laws are applied to agreements entered into and to be performed entirely within Nevada between Nevada residents.
- 5. Injunctive Relief.** A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to kumquat Solar for which there will be no adequate remedy at law, and kumquat Solar shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
- 6. Entire Agreement.** This Agreement constitutes the entire agreement with respect to the Confidential Information disclosed herein and supersedes all prior or contemporaneous oral or written agreements concerning such Confidential Information. This Agreement may only be changed by mutual agreement of authorized representatives of the parties in writing.

INDEPENDENT SALES REPRESENTATIVE AGREEMENT

THIS INDEPENDENT SALES REPRESENTATIVE AGREEMENT (“**Agreement**”) is between kumquat Solar, LLC, for the services and/or benefit of kumquat Solar, LLC, a Nevada limited liability company, (the “**Company**”) and (“**Independent Contractor**”), collectively referred to as “**Parties**” and is dated as of date of click to agree and the parties agree as follows.

1. **Appointment as Solar Specialist.** Company hereby appoints Independent Contractor, and Independent Contractor accepts such appointment, as an independent sales representative for Company to engage in marketing, consulting, and/or selling solar equipment offered by Company in obtaining orders or contracts for such equipment.
2. **Independent Contractor Status.** Independent Contractor is not an employee of Company for any purpose whatsoever, including local, state and federal taxes and workers’ compensation insurance, but is an independent contractor. Neither this Agreement, the relationship created between parties hereto pursuant to this Agreement, nor any course of dealing between the parties hereto is intended to create, or will create, an employment relationship, a joint venture, partnership or any similar relationship. Company is interested in the results obtained by Independent Contractor, who is responsible for the manner and means of performing under this Agreement. Independent Contractor does not have, nor will Independent Contractor hold himself/herself/itself out as having, any right, power or authority to create any contract or obligation, either express or implied, on behalf of, in the name of, or binding Company, or to pledge Company’s credit, or to extend credit in Company’s name unless expressly authorized to do so by Company and, if so authorized, then only to the extent so authorized. Independent Contractor’s relationship with Company is further defined as below:
 - a. Company will not withhold any monies for any local, state or federal taxing authorities from compensation earned by Independent Contractor pursuant to this Agreement. Company will prepare and file a Form 1099 with the Internal Revenue Service reporting the compensation paid to Independent Contractor if such reporting is required by law.
 - b. Independent Contractor will pay any and all taxes (local, state, federal or foreign) owed on any compensation received by Independent Contractor pursuant to this Agreement.
 - c. Neither Independent Contractor nor any of Independent Contractor’s agents or employees will receive any fringe benefits under this Agreement or from Company whatsoever, and accordingly, will receive no insurance benefits, disability income, pension, 401(k), vacation, holiday pay, sick pay, expense reimbursement or any other benefits.
 - d. Company will not provide any workers’ compensation coverage for Independent Contractor or any of Independent Contractor’s agents or employees. Any and all workers’ compensation coverage will be the sole responsibility of Independent Contractor.
 - e. Company will not provide any employment insurance coverage for Independent Contractor or any of Independent Contractor’s agents or employees. Any and all employment insurance remittances will be the sole responsibility of Independent Contractor.
 - f. Independent Contractor will be solely responsible for all expenses incurred by Independent Contractor, including travel, entertainment, dues, subscriptions, computer and other office expenses, and any licenses, and will receive no remuneration or reimbursement of any kumquat Solar Specialist - Independent Contractor Representative Agreement in nature whatsoever other than the commissions referred to herein, and no expenses incurred by Independent Contractor will be charged to Company.
 - g. Independent Contractor will be responsible for establishing (and paying the expense of) Independent Contractor’s office should you choose to open one.

- h. Independent Contractor will have complete discretion and control over the time and manner of performing marketing and sales services provided under this Agreement.

3. Business Licenses and Compliance. Independent Contractor represents and warrants that itself, its employees and/or agents comply and will continuously comply with all federal, state, and local laws requiring business license and certificates required to carry out the services to be performed under this Agreement and shall continuously comply with applicable laws in marketing and obtaining orders for kumquat Solar products or services.

4. Effectiveness and Termination.

- a. This Agreement will begin on the date first written above and will continue on an indefinite basis until terminated by either Independent Contractor or Company in accordance with this Section 4. Notwithstanding anything in this Agreement to the contrary, express or implied, or in any previous relationship between Independent Contractor and Company (or its affiliates or predecessors), if any, either Independent Contractor or Company may terminate this Agreement (and Independent Contractor's service with Company) at will at any time, with or without cause, by giving to the other party at least ten (10) days advance written notice.
- b. This Agreement and Independent Contractor's service may be terminated by Company immediately and without notice for "cause", which will include any material act of dishonesty by Independent Contractor, wrongful disclosure of Proprietary Information by Independent Contractor, any gross negligence or willful misconduct by Independent Contractor, breach of any of Independent Contractor's duties under this Agreement or any act or omission by Independent Contractor that has a material adverse effect on Company, its business or its reputation.
- c. In case of termination for cause or if there is reasonable grounds that the Independent Contractor breached any statute or regulation or provision of this Agreement, the Company may withhold compensations of Independent Contractor, as may be reasonable under the circumstances, until the dispute, customer complaint, fines and/or penalty is/are resolved, settled or released or not later than sixty (60) days from termination for cause. Upon determination that Independent Contractor is responsible for expenses, settlement cost and/or damages, fines or penalties, the withheld compensation will be used to pay for such expenses, settlement cost, damages, fines or penalties.

5. Customers. Independent Contractor may attempt to sell Company's Solar equipment to any potential customer other than any person or entity entered into the contact management back office by Company as a lead belonging to any sales representative other than Independent Contractor. All lists of customers and potential customers are the sole and exclusive property of Company and constitute Proprietary Information under Section 14, below.

6. Compensation. All of Independent Contractor's compensation will be paid in the form of a commission calculated as described in the kumquat Solar Commission Plan. Pursuant to this Agreement, Independent Contractor is entitled to receive commission payments for Solar equipment sold and installed. **According to Exhibit A.**

- a. Period, Calculation and Payment. A real time Back Office statement will be issued by Company to Independent Contractor detailing: (i) the sales, credits, debits and expenses for the preceding period for all orders obtained by Independent Contractor; and (ii) any and all taxes, excises, freight, charges or fees imposed by any finance company, commissions paid, any charges imposed or levied by any authority, returns, any refunds or credits issued by Company related to any orders obtained by Independent Contractor and any offsets for any orders for which Independent Contractor previously received any commission payments and for which the Company does not receive payment in full of the amount owed by the customer or a finance company regarding such order. Any commissions owed to Independent Contractor will be calculated and paid on a weekly basis. If Independent Contractor earns a

commission on the install of solar equipment, that commission can be paid by Company in two (2) payments.

- b. Potential Commission Modification. The commission rates specified in the Compensation Plan Schedule may be changed by Company in its sole discretion at any time and effective immediately upon notice by any one or all of the following: (i) via Back Office Company Sales Team Announcements channel; (ii) via email; and/or (iii) via the training and resources section contained in the Company website. When Company gives written notice of a new commission rate structure to Independent Contractor, if Independent Contractor does not terminate this Agreement within ten (10) days thereafter pursuant to Section 4(a), such new commission rate structure will take effect on the effective date specified in such notice and the Compensation Plan Schedule will be deemed to have been accepted by the Independent Contractor and duly amended to reflect the new commission structure as specified in such notice.
- c. Offsets. If Company issues a refund, credit or disburses funds in connection with any amount paid or to be paid for any solar or other equipment for which Independent Contractor has received a commission payment, Company will offset such amount against any withheld or future commission amounts that would otherwise be paid to Independent Contractor. If for any reason Company does not receive full payment of all amounts owed by a customer or finance company for an order for which Independent Contractor has received a commission payment, the amount of commission paid to Independent Contractor regarding such order will be offset against any future commission amounts that would otherwise be paid to Independent Contractor. If an order obtained by Independent Contractor is cancelled by a customer at any time, the total amount of expenses incurred by Company regarding that cancelled order may (at Company's sole discretion) be offset against any future commission amounts that would otherwise be paid to Independent Contractor. If an order obtained by Independent Contractor is cancelled by a customer at any time after Company (or any of its agents or subcontractors) has applied for a permit to install that Solar System, there may be up to a \$500.00 cancellation fee and that fee will be offset against any future commission amounts that would be otherwise paid to Independent Contractor. If any gross negligence, and/or willful or reckless misconduct by Independent Contractor causes Company to incur any expenses or suffer any damages, the total amount of such expenses and/or damages may (at Company's sole discretion) be offset against any future commission amounts that would otherwise be paid to Independent Contractor.
- d. Withholding of Commission. If the Company received a complaint or dispute related to solar agreements sold by the Independent Contractor, the Company may withhold any and all compensation from such contract until the dispute is resolved. Complaints may include, but not be limited to: misrepresentations made by the Independent Contractor to the customer, promises made by the Independent Contractor to customer that are outside of the Supply and Installation Agreement and/or discounts, rebates, incentives not authorized by the Company.
- The Independent Contractor also expressly agrees to defend and/or assist the Company in defending against such complaint or dispute which shall require full disclosure of facts and circumstances, before and/or after the negotiation, sale and/or signing of the disputed contract. The Independent Contractor may be required to execute a written statement and/or testify about such facts and circumstances that may be used for purposes of an internal investigation, administrative and/or judicial proceedings.
 - If it is determined that the Independent Contractor made promises and/or representations that are neither covered by the Supply and Installation Agreement nor authorized by the Company, the additional cost for such promises

and/or representations shall be borne by the Independent Contractor and shall be deducted from his/her withheld and future compensation until the entire cost is fully satisfied.

f. Compensation After Termination. In the event of any termination of this Agreement, the compensation to be paid by Company to Independent Contractor in full satisfaction of Independent Contractor's services will be a full commission on installs obtained by Independent Contractor for: (i) all installations of solar equipment made prior to termination; and (ii) all post-termination installations of solar equipment for Paid Orders that were obtained by Independent Contractor prior to termination. In all other situations, no commission will be paid for any orders received or sales made after termination. Any commissions earned and to be paid after any termination of this Agreement. If following any termination of this Agreement the remaining offsets exceeds the amount of any commissions owed to Independent Contractor, Independent Contractor will pay such excess amount to Company within fifteen (15) days after Company gives written notice to Independent Contractor regarding the excess offset amount that must be paid to Company.

7. **Credit information.** If the customer is applying to have the solar or other equipment financed by a third-party lending company, Independent Contractor is required to furnish Company with personal financial information (to the extent that Independent Contractor is reasonably able to do so).
8. **Product education; registration.** Within twenty (20) calendar days after signing this Agreement and prior to soliciting any orders for any of Company's products, Independent Contractor must participate in a Company product education session designed to educate Independent Contractor about the products offered and sold. If Independent Contractor engages any employees or agents to work with or on behalf of Independent Contractor in soliciting orders for any products, any such employees or agents must complete the aforementioned product education session before soliciting any such orders. Independent Contractor and any of its employee(s) or agents(s) shall endeavor to comply with applicable statutory and regulatory requirements for obtaining orders for solar equipment.
9. **Marketing materials.** Independent Contractor will only use Company authorized marketing personalized websites and materials in connection with promoting any product or soliciting orders.
10. **Additional fees.** If the installation of any solar equipment requires any out of the ordinary additional work to be performed or any out of the ordinary equipment to be installed (including, but not limited to, roof replacements or upgrades, roof water proofing protection, electrical system upgrades, multiple roof solar planes, ground mounted solar panels, or trenching), Company will, at its discretion, either charge the customer for any resulting additional expenses incurred by the Company and/or pay for such expenses itself (or some combination of both) and any expenses for any such out of the ordinary work or equipment (collectively, "**Additional Fees**") will be subtracted from the invoiced price of a solar equipment for purposes of calculating the net price per watt and determining any commission owed. The Company reserves the right to deduct no more than \$100 per installation in order to send a thank you gift on behalf of the Independent Contractor.
11. **Independent Contractor's expenses.** Independent Contractor will bear all expenses incurred by Independent Contractor in the performance of Independent Contractor's services hereunder, including but not limited to all automobile, travel, telephone, meals, and entertainment expenses. Any expenses advanced to Independent Contractor by Company will be repayable to Company upon demand or, at Company's option, may be charged against and deducted from any commissions which are due, or which may become due to Independent Contractor. Independent Contractor expressly consents to the deductions set forth in the preceding sentence and authorizes Company to make such deductions from any commissions due or payable to Independent Contractor, including from any payment at the time of or after Independent Contractor's termination.

- 12. Leads.** Company will maintain and operate a customer relationship management system (the “CRM Back Office System”) to track leads and sales generated by Independent Contractor. Independent Contractor must provide any information requested by Company for purposes of Company operating its CRM System. Notwithstanding any other provision of this Agreement, Independent Contractor may not earn, and will not receive, any commission or any other compensation for any sale to any customer that, according to Company’s records, was another sales representative’s lead at the time when Independent Contractor obtained an order from that customer. If an Independent Contractor’s generated lead is entered into the CRM System by Company and not converted to a sale within ninety (90) days after such entry, such lead will thereafter automatically be considered a Company generated lead.
- 13. Contract Forms.** All quotations to customers, orders from customers and/or other documents used in connection with the performance of Independent Contractor’s duties here- will be on such forms as Company may from time-to-time prescribe.
- 14. Price and Terms of Orders.** All orders obtained by Independent Contractor will be at such prices and on such terms and conditions as Company may from time-to-time prescribe. No order obtained will bind Company unless accepted in writing by Company. Company may decide, in its sole election and discretion, to not accept any order. Discounts are not permitted without prior written agreement by Company.
- 15. Adjustments by Company.** Company retains the full right to deal directly with customer’s orders and/or with customers as it deems appropriate, without any liability or obligation to Independent Contractor for any inaction or for any action so taken, including but not limited to the right to: (i) refuse, reject or cancel, or consent to the cancellation or return of, all or any part of a sales or purchase order, either before or after installation; (ii) grant credits, discounts or allowances before or after installation; (iii) refuse to install or cause, permit or allow delays in installation of all or any part of a sales or purchase order; and (iv) grant full or partial refunds for any solar equipment purchased from Company.
- 16. Program Procedures and Acknowledgement of Rights and Responsibilities.** Independent Contractor must follow the Company Program Procedures when submitting orders to Company. Company may, at its discretion, withhold commissions from Independent Contractor for any orders that are not submitted in accordance with the Program Procedures, Acknowledgement of Rights and Responsibilities, and/or that otherwise violate any of the terms of this Agreement.
- 17. Prohibited Acts.** The Company hereby expressly prohibits and disclaims any sales or solicitation acts and/or methodology of Independent Contractor that disregards or violates any applicable local, state and/or federal law(s), including but not limited to, Telephone Consumer Protection Act (TCPA), FTC laws, CAN-SPAM Act, Lanham Act, deceptive trade practices, consumer protection laws, state false advertising laws, laws protecting the aged, among others (the “Prohibited Acts”). The Company shall not be responsible for fines, liabilities, or penalties including actual or consequential damages resulting from any act, omission or negligence of an Independent Contractor that violates any applicable local, state and/or federal laws. Any breach of Independent Contractor of any applicable law(s) and/or engaging in prohibited acts and/or methodologies will be sufficient grounds for the Company to terminate this Agreement for cause. Independent Contractor expressly agrees to defend, indemnify and/or hold the Company, its subsidiaries and affiliates, and each of their respective owners, directors, officers, employees and agents harmless from and against any and all claims, liabilities, losses, fines, penalties, damages, judgments, expenses and/or costs, including, without limitation, reasonable attorneys’ fees, arising out of the compensation, performance and other terms regarding Company’s employees and independent contractors.
- 18. Non-Disclosure.** Independent Contractor understands that this Agreement and the services to be provided pursuant to this Agreement create a relationship of confidence and trust between Independent Contractor and Company with regard to Proprietary Information. Independent Contractor will, at all times, both during and after the term of this Agreement, keep the Proprietary Information in confidence and trust.

Independent Contractor will not, without the prior written consent of an authorized officer of Company: (i) copy, use or disclose any Proprietary Information; (ii) remove any Proprietary Information from the business premises of Company; and/or (iii) deliver any Proprietary Information to any person or entity outside Company. Notwithstanding the foregoing, Independent Contractor may use the Proprietary Information as may be necessary and appropriate in the ordinary course of performing services for Company pursuant to this Agreement. For purposes of example only and not by way of limitation, Independent Contractor may not share: (i) his/her kumquat Solar Specialist training link and/or password; (ii) kumquat Solar training videos; (iii) kumquat Solar resources (e.g. Back Office access) with any other third party not presently affiliated with the Company.

- a. Return of Proprietary Information. Independent Contractor agrees that upon termination of this Agreement for any reason or upon Company's request, Independent Contractor will promptly deliver to Company all Proprietary Information, any document(s) that contains any Proprietary Information (and all copies thereof), excepting only Independent Contractor's copy of this Agreement. Due to the remote nature of the Independent Contractor's location of work and office (which is not under the control of the Company), this may include but not be limited to the Independent Contractor sharing temporary online access to their laptop and/or desktop computer(s) with the Company's IT Department Administrator using remote access software for the limited purpose of searching for and/or removing Company's Proprietary Information.
- b. No False, Misleading, Defamatory or Abusive Language. Independent Contractor agrees, at all times, that he/she/it shall not make or cause to be made, directly or indirectly, any statement to any third party against Company, its brands and/or service names, its affiliates, its current and former directors, its current or former officers, its current or former employees, its known agents and/or current and former Independent Contractors that is false, misleading, defamatory and/or abusive language. The Company may take actions consistent with breach of this Agreement should it determine that the other party has made false, misleading, defamatory and/or abusive language (whether written or oral).
- c. Remedy for Breach. Independent Contractor acknowledges that any breach or threatened breach of this Agreement will result in irreparable harm to the Company for which damages would be an inadequate remedy. Therefore, the Company shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach. Such equitable relief shall be in addition to Company's rights and remedies otherwise available at law and remedies provided under this Agreement.

19. General Terms. An Independent Contractor shall not commit any act or do anything which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; or (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the Company or the kumquat brands. For purposes of this Agreement, an Independent Contractor shall be deemed to have violated any section of this Agreement if an Independent Contractor, at any time after the date of this Agreement: (i) is charged with committing a misdemeanor of moral turpitude that is punishable by a prison term of at least 6 months or a felony (regardless of the length of prison term associated with such offense); (ii) commits or is accused of committing an act involving moral turpitude under federal, state, or local law (regardless of whether or not such act involving moral turpitude is a misdemeanor or felony); (iii) violates the terms of any parole or probation to which such an Independent Contractor is or may become subject; or (iv) commits an act of significant public disrepute or becomes the subject of a scandal such that Company believes, in its sole discretion, that the marketability of the Company's corporate image has been or will be negatively affected.

- a. The Independent Contractor is not authorized to and will not contract obligations in the name of or on account of Company, or make any representations, guarantees or warranties with respect to any products of Company except as expressly authorized by Company. The Company shall have the right to reject or accept the orders of solar equipment obtained by

the Independent Contractor and the Company is not bound to any agreement until such agreement is accepted and signed by the Company. The Independent Contractor agrees that it will not use Company's name or any of its trade names, trademarks, service marks or Proprietary Information other than as authorized by Company.

- b. Independent Contractor is not authorized to make representations that it will, by itself or by Independent Contractor's employees, fulfill or perform any installation contract of solar equipment. The Independent Contractor also agrees that it shall take reasonable steps and ensure that its employees, agents, or representatives comply with and not violate any applicable local, state or federal laws or regulations.
- c. This Agreement contains the entire agreement between the parties, and supersedes and cancels all prior oral and written agreements, understandings, commitments and practices between the parties, including any and all prior sales representative agreements, channel partner agreements or other agreements regarding Independent Contractor providing services to Company or any its affiliates or predecessors (except as to any of Independent Contractor's surviving obligations under any prior agreement, such as the protection and nondisclosure of trade secrets). This Agreement may not be amended or altered in any way except by an instrument in writing duly executed by both parties; provided, however, that the commission rates may be changed by Company from time to time.
- d. No failure on the part of any party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof or of any other right, nor shall any single or partial exercise preclude any further or other exercise of such right or any other right.
- e. Neither party has made any representations, warranties, commitments or assurances to the other party except as expressly stated in this Agreement. Company has not made any representations, warranties, commitments or assurances to Independent Contractor regarding the number of commissions that Independent Contractor may earn pursuant to this Agreement.
- f. This Agreement may not be assigned by Independent Contractor without Company's prior written consent, which consent may be withheld at Company's sole discretion for any reason. Company may assign this Agreement if needed.
- g. This Agreement will be binding upon and will inure to the benefit of the parties hereto, and their successors and permitted assigns.
- h. This Agreement will be construed and enforced according to the internal laws of the State of Nevada, regardless of any laws on choice of law or conflicts of law of any jurisdiction.
- i. Should any one of the provisions of this Agreement be determined to be void or unenforceable by an arbitrator or a court of competent jurisdiction, then in such event the remaining provisions of this Agreement will remain in full force and effect.
- j. Any notice to Company required or permitted under this Agreement will be given in writing to Company either by personal service on the CEO of Company or by registered or certified mail, postage prepaid, addressed to the CEO of Company at 7434 E Scottsdale Mall, Suite 3000, Scottsdale, AZ 85251. Any such notice to Independent Contractor will be given in a like manner and, if mailed, will be addressed to Independent Contractor at Independent Contractor's home or office address then shown in Company's files. For purposes of determining compliance with any time limit in this Agreement, a notice will be deemed to have been duly given: (a) on the date of service, if personally served on the party to whom it is to be given; or (b) on the fourth business day after mailing if mailed to the party to whom the notice is to be given in the manner provided in this paragraph.

- k. Independent Contractor will indemnify, hold harmless and defend Company against any and all direct losses, liabilities, damages and expense (including direct losses suffered by Company and all reasonable attorneys' fees) arising from: (i) any claim alleging any negligence, reckless, wanton and/or willful misconduct by Independent Contractor or any of its agents or employees; (ii) any breach of this Agreement by Independent Contractor or any of its employees or agents; and/or (iii) any claim made by any person or entity on account of an alleged failure by Independent Contractor to satisfy any tax, withholding or other similar regulatory or statutory obligations, or arising out of Independent Contractor employing or otherwise engaging any person(s) to provide any services directly or indirectly related to the services provided by Independent Contractor pursuant to this Agreement.
- l. Company will not be liable to Independent Contractor (under any circumstances) for any consequential, punitive, incidental, exemplary or special damages (including without limitation loss of business opportunity or lost profit) arising out of or related to this Agreement or any act or omission by Company or Independent Contractor.

Acknowledgement of Rights and Responsibilities

1. Independent Contractor ("You") agrees to not provide any tax and/or legal advice to the potential customer. Independent Contractor agrees to not communicate to the potential customer (including but not limited to verbally, via text or otherwise) that the potential customer will be receiving a tax rebate, check, deposit, and/or a payment from any party in reference to a tax credit incentive. Since every potential customer's financials will be different, Independent Contractor agrees to not promise or guarantee that the potential customer will receive the tax credit incentive. Independent Contractor agrees to only communicate to the potential customer that (for example), "They may be entitled to receive a tax incentive credit, depending upon their personal tax liability. They should contact their personal tax advisor to determine if they qualify for the tax incentive."
2. Independent Contractor agrees to not deceive the potential customer and/or be vague or obscure about the potential customer's estimated monthly payments and/or the total amount of the potential customer's loan. Independent Contractor agrees to make sure the potential customer knows what their monthly payment will be. Independent Contractor agrees to make sure the potential customer knows what their monthly payment will be without the tax credit incentive in the event that the potential customer does not qualify for the tax credit incentive, or they do not apply the tax credit incentive towards the balance of the loan. If using a finance program where the monthly payment will re-amortize after 18 months, the independent contractor must make the re-amortization event clear to the potential customer. Independent Contractor must inform potential customer of what their payment will be if they qualify for the full tax credit incentive and if the potential customer elects to apply the tax credit incentive monies towards the loan.
3. Independent Contractor agrees to not give the potential customer a definite timeline of install, inspection date, permission to operate, etc. Independent Contractor agrees to set proper estimated timelines and expectations related to each solar system Project and inform each potential customer that the estimated timelines are "subject to change." Under promise - over deliver.
4. Independent Contractor agrees to be reasonably available to communicate with the potential customer through the permission to operate stage granted by the utility. If the potential customer reaches out to the Independent Contractor after the sale, the Independent Contractor agrees to respond to the customer in a timely manner. The Independent Contractor acknowledges that since former customer referrals are a good source of new potential customers, therefore it is important to keep up positive customer relations.
5. Independent Contractor agrees to not tell potential customers that the utility cost offset (electricity bill

vs. solar energy cost), that is provided to them at time of sale, will be their exact offset. Independent Contractor agrees to only tell the potential customer that the exact offset will be determined after the completion of Titan's site audit (when shade readings and measurements are taken).

6. If the potential customer chooses the cash purchase option, the Independent Contractor agrees to inform the potential customer that the milestone payments are non-negotiable. By way of example only, the Independent Contractor should clearly explain to the potential customer that the following milestone payments are non-negotiable:
 - 10% of the Project cost but not more than \$1,000.00, is the deposit amount (on signing/date of sale);
 - 80% is due at time of installation; and
 - the remaining 20% is due at the time of final inspection.

7. Independent Contractor agrees to not enter into contracts directly with persons who lack the capacity to contract including minors, dependent adults, and/or those potential customers who, after the Independent Contractor makes a reasonable assessment of the potential customer's mental capacity, Independent Contractor has a good faith belief that the potential customer is incompetent and/or lacks the capacity to contract. If the Independent Contractor is uncertain of the potential customer's capacity to contract and/or mental condition, then the Independent Contractor agrees to ask the potential customer if they have a person with a Power of Attorney who makes financial decisions for them regarding their home and its improvement. If the Independent Contractor discovers that there is no person designated by the potential customer as having a power of attorney, the Independent Contractor agrees to contact their trainer and/or mentor, if applicable, inform them of the circumstances, and disqualify that sale.

I acknowledge that I have read, understand, and agree to abide by the statements made in this document above. I understand that non-compliance of any part of these statements can result in the Independent Contractor's suspension, termination, and/or personal liability related to same.

BUSINESS FEES

Payment information will need to be added for Business Fees (\$19.95 per month).

Monthly fee includes your personal email address, your Web Suite (personalized website, detailed genealogy, back office, CRM, email drip campaign, sales funnel, leaderboard, extensive training modules and much more!) Cancel at any time.