

SALES REPRESENTATIVE AGREEMENT

This SALES REPRESENTATIVE AGREEMENT (collectively with any exhibit attached hereto or document referenced herein, this “**Agreement**”), effective _____ (the “**Effective Date**”), is entered into by and between Sunder Energy LLC, a Delaware limited liability company (the “**Company**”), and the undersigned individual (“**Independent Contractor**”). Company and Independent Contractor are collectively referred to herein as the “**Parties**”, and each, a “**Party**”.

- A. The Company is engaged in the provision of photovoltaic systems, whereby the Company markets and provides solar services and products (the “**Solar Products**”) and provides other general services related to such activities (collectively, the “**Company Business**”). The Company desires to engage Independent Contractor, and Independent Contractor desires to provide services to the Company.
- B. In consideration of the services to be provided by Independent Contractor to the Company on the terms set forth in this Agreement, the Company and Independent Contractor now desire to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Appointment of Independent Contractor. The Company hereby engages Independent Contractor as a sales and marketing representative to market and sell Solar Products door-to-door for a minimum period beginning on the Effective Date and ending when this Agreement is terminated pursuant to Section 9 (such period, the “**Term**”).
2. Direct Seller Status. The Parties understand and agree that for federal and state tax purposes, the Independent Contractor is classified as a “direct seller” under 26 U.S.C. 3508, and Publication 15-A of the IRS Employee Supplemental Tax Guide, and Independent Contractor (and not the Company) has the obligations set forth in Section 6(a) below.
3. Compensation. As compensation in full for Independent Contractor’s services hereunder, the Company shall pay to Independent Contractor pursuant to the compensation schedule set forth on **Exhibit A** attached hereto. All compensation to which Independent Contractor is entitled pursuant to this Agreement shall be paid to Independent Contractor as a “direct seller” under 26 U.S.C. 3508, and Publication 15-A of the IRS Employee Supplemental Tax Guide.
4. Records. Independent Contractor shall keep, maintain and report such accurate records pertaining to services rendered to, or for the benefit of, the Company so as to accurately and fully report all compensable sales activities and other related information, all in a manner prescribed by, or acceptable to, the Company.
5. Obligations of Independent Contractor. Independent Contractor agrees to market and sell Solar Products door-to-door in accordance with local regulations that may or may not be communicated to Independent Contractor by the Company. Independent Contractor agrees to be responsible for investigating and determining local regulations.
6. Independent Contractor Status.
 - (a) The Parties each agree that this Agreement is not an employment contract between the Company and Independent Contractor. For purposes of this Agreement, Independent Contractor shall be an Independent Contractor and not the servant, employee, partner, member, manager, or joint-venturer of the Company and, in conformity therewith, Independent Contractor shall retain sole and absolute discretion and judgment in the manner and means of carrying out his or her activities and duties as assigned by the Company and accepted by Independent Contractor within the assigned geographic area, provided the same are not contrary to any law or the provisions of this Agreement. Independent Contractor will not be treated as an employee for federal or state tax purposes, but shall be treated as a “direct seller” under 26 U.S.C. 3508, and Publication 15-A of the IRS Employee Supplemental Tax Guide, and that as such, Independent Contractor (and not the Company) is solely responsible for timely payment of all taxes in recognition of any and all amounts paid to Independent Contractor under this Agreement, including but not limited to, all income, payroll, social security, federal, state, and local taxes. Independent Contractor further represents and agrees that Company is under no obligation to withhold any amounts for taxes for Independent Contractor nor to inform Independent Contractor of any tax obligations, prepare any tax reports, or transfer any amounts for taxes. Furthermore, Independent Contractor acknowledges and agrees that the Company will not be responsible for making any insurance contributions, including for unemployment or disability, or obtaining workers’ compensation insurance on Independent Contractor’s behalf. Independent Contractor agrees to be responsible for and shall indemnify and hold the Company harmless from and against, all such taxes or contributions, including penalties and interest.
 - (b) Without limiting, and consistent with Section 6(a), Independent Contractor will not be eligible to participate in any vacation, group medical or life insurance, disability, profit sharing or retirement benefits, or any other fringe benefits or benefit plans offered by the Company to its employees.

- (c) Independent Contractor agrees they have no authority (and shall not hold himself or herself out as having authority) to bind the Company, and shall not make any agreements or representations on the Company's behalf without the Company's prior written consent.
7. No Conflict. Independent Contractor represents and warrants that Independent Contractor's performance of all the terms of this Agreement does not and will not breach any other agreement to which Independent Contractor is a party, including but not limited to, any agreement to keep in confidence information acquired by Independent Contractor in confidence or in trust prior to Independent Contractor's service with the Company. Independent Contractor has not entered into, and Independent Contractor agrees that Independent Contractor will not enter into, any agreement, either written or oral, in conflict herewith, or that would limit or impair Independent Contractor's obligations hereunder. Independent Contractor has disclosed to the Company any obligations, arrangements, agreements or interest that may constitute or give rise to a conflict on the part of Independent Contractor with any obligations hereunder. Independent Contractor further agrees to indemnify and hold the Company harmless from all damages, expenses, costs (including reasonable attorneys' fees) and liabilities incurred in connection with, or resulting from, a breach of this Section 7.
8. Proprietary Information.
- (a) Independent Contractor agrees that the Company is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all the results and proceeds of the services performed under this Agreement, including any photos of installed Solar Products (collectively, the "**Deliverables**") and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice in the course of performing the services under, or other work performed in connection with, this Agreement (collectively, and including the Deliverables, "**Work Product**"), including all patents, copyrights, trademarks (together with the goodwill symbolized thereby), trade secrets, know-how, and other confidential or proprietary information, and other intellectual property rights (collectively "**Intellectual Property Rights**") therein.
- (b) To the extent any copyrights are assigned under Section 8(a), Independent Contractor hereby irrevocably waives in favor of the Company, to the extent permitted by applicable law, any and all claims Independent Contractor may now or hereafter have in any jurisdiction to all rights of paternity or attribution, integrity, disclosure, and withdrawal and any other rights relating to Work Product to which the assigned copyrights apply.
- (c) Independent Contractor agrees to immediately make full and prompt written disclosure to the Company of any inventions or processes of which Independent Contractor becomes aware, as they come into existence (as such terms are defined in 35 U.S.C. § 100 and that constitute Work Product, whether or not such inventions or processes are patentable or protected as trade secrets.) Independent Contractor agrees to not disclose to any third party the nature or details of any such inventions or processes without the prior written consent of the Company. Independent Contractor agrees that any patent application for or application for registration of any Intellectual Property Rights in any Work Product that Independent Contractor may file during the Term or within one year thereafter will belong to the Company, and Independent Contractor hereby assigns the same to the Company, for no additional consideration, Independent Contractor's entire right, title, and interest in and to such application, all Intellectual Property Rights disclosed or claimed therein, and any patent or registration issuing or resulting therefrom.
- (d) Upon the request of the Company, during and after the Term, Independent Contractor agrees to promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, and provide such further cooperation, as may be necessary to assist the Company to apply for, prosecute, register, maintain, perfect, record, or enforce its rights in any Work Product and all Intellectual Property Rights therein. In the event the Company is unable, after reasonable effort, to obtain Independent Contractor's signature on any such documents, Independent Contractor hereby irrevocably designates and appoints the Company as Independent Contractor's agent and attorney-in-fact, to act for and on Independent Contractor's behalf solely to execute and file any such application or other document and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, or other intellectual property protection related to the Work Product with the same legal force and effect as if Independent Contractor had executed them. Independent Contractor agrees that this power of attorney is coupled with an interest.
- (e) As between Independent Contractor and the Company, the Company is, and will remain, the sole and exclusive owner of all right, title, and interest in and to any documents, specifications, data, know-how, methodologies, software, and other materials provided to Independent Contractor by the Company ("**Company Materials**"), including all Intellectual Property Rights therein. Independent Contractor has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display any Company Materials except solely during the Term to the extent necessary to perform Independent Contractor's obligations under this Agreement. All other rights in and to the Company Materials are expressly reserved by the Company. Independent Contractor agrees they have no right or license to use the Company's trademarks, service marks, trade names, logos, symbols, or brand names.

- (f) Without limiting the foregoing, Independent Contractor acknowledges and agrees that all Intellectual Property Rights in all photos of installed Solar Products taken or received by Independent Contractor (after approval by the applicable customer) are owned by the Company and the Company may use such photos on its website and in its promotional efforts. Furthermore, Independent Contractor represents and warrants that all Intellectual Property Rights, if any, have been granted to Independent Contractor by all third-party holders of Intellectual Property Rights in such photos, and Independent Contractor covenants that such photos shall not be given to any third party that will use such photos for marketing, promotional, or similar purposes (including without limitation, any person who offers a residential solar product).

9. Termination.

- (a) This Agreement is terminable by the Company at any time and for any or no reason without prior notice. Independent Contractor may terminate this Agreement at any time for any or no reason upon seven (7) days' written notice to the Company. Upon termination, Independent Contractor shall be entitled to payment only for commissions earned up through the date of termination.
- (b) Upon expiration or termination of this Agreement for any reason, or at any other time upon the Company's written request, Independent Contractor shall promptly: (i) deliver to the Company all Deliverables (whether complete or incomplete) and all hardware, software, tools, equipment, or other materials provided for Independent Contractor's use by the Company; (ii) deliver to the Company all tangible documents and materials (and any copies) containing, reflecting, incorporating, or based on any of the Confidential Information; (iii) permanently erase all of the Proprietary Information from Independent Contractor's computer and phone systems; and certify in writing to the Company that Independent Contractor has complied with the requirements of this Section 9(b).

10. Confidentiality. Independent Contractor understands and acknowledges that, during Independent Contractor's relationship with the Company under this Agreement, Independent Contractor has had and/or will have access to and has learned and/or will learn (a) information proprietary to the Company and its affiliates (collectively for purposes of this Section 10, the "**Company Group**") that concerns the operation and methodology of the Company Business as the same is now and hereafter conducted by the Company Group; (b) personally identifiable customer information including without limitation credit card or other financial information; and/or (c) other information proprietary to the Company Group, including, without limitation, trade secrets, know-how, prices, customer and supplier lists and data, customer databases, pricing and marketing plans, policies and strategies, details of customer and supplier relationships, operations methods, sales techniques, business acquisition plans, the identity of employees and other independent contractors, new recruitment and personnel acquisition plans, processes, patent and trademark applications, websites, Internet addresses, email addresses and domain names, including all software, information and processes necessary to operate the Company Group's websites, and all other confidential information with respect to the Company Group's Business (collectively, "**Proprietary Information**"). Independent Contractor agrees that, from and after the Effective Date, Independent Contractor will keep confidential and will not disclose directly or indirectly any such Proprietary Information to any third party, except as required to fulfill Independent Contractor's duties as an independent contractor of the Company during the Term, and will not use such Proprietary Information except for the Company's benefit and for the Company Business, and will not misuse, misappropriate, or exploit such Proprietary Information in any way. The restrictions contained herein shall not apply to any information that was (i) already available to the public at the time of disclosure, or subsequently becomes available to the public other than by breach of this Agreement, or (ii) disclosed due to a requirement of law, provided that Independent Contractor shall have given prompt notice of such requirement to the Company to enable the Company to seek an appropriate protective order with respect to such disclosure. Independent Contractor will promptly notify Company in the event of a data breach and/or an accidental dissemination of any Proprietary Information.

11. Non-disparagement. During and after the Term, Independent Contractor agrees not to disparage the Company, its equity holders, directors, managers, officers, affiliates, or representatives; provided, however, that Independent Contractor may give truthful testimony given in compliance with a lawful subpoena or court order.

12. Insurance. During the Term, Independent Contractor shall maintain in force adequate workers' compensation, commercial general liability, errors and omissions, and other forms of insurance, in each case with insurers reasonably acceptable to the Company, with policy limits sufficient to protect and indemnify the Company and its affiliates, and each of their officers, directors, agents, employees, subsidiaries, partners, members, controlling persons, and successors and assigns, from any losses resulting from Independent Contractor's conduct, acts, or omissions. The Company shall be listed as an additional insured under such policy, and Independent Contractor shall forward a certificate of insurance verifying such insurance upon the Company's request, which certificate will indicate that such insurance policies may not be canceled before the expiration of a 30 days' notification period and that the Company will be immediately notified in writing of any such notice of termination. Independent Contractor agrees that the provision of such insurance certificate is an express condition precedent to any payment obligations of the Company to Independent Contractor hereunder.

13. Indemnification. Independent Contractor shall defend, indemnify, and hold harmless the Company and its affiliates and their equity holders officers, directors, managers, employees, agents, successors, and assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever

kind (including reasonable attorneys' fees) arising out of, relating to, or resulting from: (a) bodily injury, death of any person, or damage to real or tangible personal property resulting in whole or in part from Independent Contractor's acts or omissions; and (b) Independent Contractor's breach of any representation, warranty, covenant or obligation under this Agreement. Independent Contractor agrees that the Company may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to Independent Contractor.

14. Representations, Warranties and Covenants. Independent Contractor represents and warrants to the Company that: (a) Independent Contractor has the right to enter into this Agreement, to grant the rights granted in this Agreement, and to perform fully all of his or her obligations in this Agreement; (b) Independent Contractor's entering into this Agreement with the Company, and Independent Contractor's performance of the services hereunder do not and will not conflict with or result in any breach or default under any other agreement to which Independent Contractor is subject; (c) Independent Contractor has the required skill, experience, and qualifications to perform the services hereunder, Independent Contractor shall perform such services in a professional and workmanlike manner in accordance with best industry standards for similar services, and Independent Contractor shall devote sufficient resources to ensure that such services are performed in a timely and reliable manner; and (d) Independent Contractor shall perform such services in compliance with all applicable federal, state, and local laws and regulations.

15. Amendments. No supplement, modification, verbal amendment or waiver of the terms of this Agreement shall be binding on the Parties unless executed in writing by both Parties.

16. Notices. Any notice sent to the Company hereunder shall be addressed as follows:

Sunder Energy LLC
10808 S River Front Pkwy Suite 364
South Jordan, UT 84095
Attn: Eric Nielsen
eric.nielsen@sunderenergy.com

17. Compliance with Policies, Laws, and Training. Independent Contractor acknowledges and represents that they have read and understood, and agrees to adhere to the policies and procedures of the Company's solar sales and installation partners. Independent Contractor understands and agrees that the Company's sales and installation partners may periodically update and modify their policies and procedures (the "**Policies and Procedures**") and Independent Contractor is responsible to read, understand, and comply therewith. The Company may periodically offer voluntary training on such topics as sales techniques, lead generation, and compliance with state and federal laws. Notwithstanding, Independent Contractor represents and warrants that Independent Contractor shall at all times research, investigate, understand and comply with all applicable federal, state, and municipal laws, ordinances, or regulations, including without limitation, TCPA, ATDS, truth in advertising, and licensing laws.

18. Background Check. This Agreement is contingent on the Company's receipt, evaluation and approval of a background check on Independent Contractor, including but not limited to, a search of criminal, motor vehicle and other records, and a credit check. Independent Contractor expressly authorizes and consents to the Company conducting such searches and checks, and Independent Contractor will fully cooperate in the performance of said searches and checks. Independent Contractor's failure to provide consent to, or the required information for, such searches and checks, or failure to answer any background question fully and truthfully, will result in the immediate termination of this Agreement.

19. Drug Testing. Independent Contractor hereby consents to be subjected to mandatory and random drug and alcohol testing by the Company without notice, and in compliance with state law and the Company's policies, if any. Independent Contractor agrees and understands that his or her failure to submit to a drug or alcohol test will result in immediate termination of this Agreement.

20. Miscellaneous.

(a) Assignment. This Agreement is binding upon and for the benefit of the Parties, their respective officers, directors, employees, partners, principals, successors and assigns. Independent Contractor agrees not to, and may not assign this Agreement without the prior written consent of the Company, which consent may be withheld in the sole discretion of the Company.

(b) Non-Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

(c) Entire Agreement. This Agreement (including exhibits, schedules and other documents referred to herein) contains the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior understandings, agreements or representations, written or oral, relating to the subject matter hereof.

(d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but the parties agree that if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity, legality and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.

- (e) Governing Law/Venue. This Agreement shall be governed by the laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether in the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdictions other than the State of Utah. If legal action is commenced by any of the Parties with respect to the subject matter hereof, the Parties agree that the jurisdiction and venue of such action shall be only in the state or federal Utah court of competent jurisdiction. The Parties hereby accept Utah's jurisdiction and agree to accept service of process as if they were personally present and served within such jurisdiction. The prevailing Party in any action or proceeding to enforce this Agreement shall be entitled to its reasonable attorneys' fees and costs incurred in connection therewith.
- (f) Survival. The terms and conditions of this Section 20(a), and Sections, 2, 6, 8 through 11, 13, 15, 16 and 20 shall survive the termination of this Agreement.
- (g) Interpretation. Any reference in this Agreement to gender, including plural pronouns, includes all genders, and words importing the singular number only shall include the plural and vice versa.
- (h) Direct Seller Application. This Agreement, in conjunction with **Exhibit A**, is intended to comply with the requirements of Section 3508 of the Internal Revenue Code as such section applies to "direct sellers."
- (i) Advice of Counsel. Independent Contractor represents and warrants they understand all terms hereof, and that they have had a reasonable opportunity to obtain advice of counsel in explaining or understanding all of the terms hereof.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement to be effective as of the Effective Date.

COMPANY:

Sunder Energy LLC

By: _____
Eric Nielsen, President

INDEPENDENT CONTRACTOR:

By: _____
Name: _____