### SOLAR MANAGER AGREEMENT

This Solar Manager Agreement (collectively with any exhibit attached hereto, this “***Agreement***”), (the ***''Effective Date"),*** is entered into by and between , a (the ***"Company" ),*** and the undersigned individual (***''.Representative'' ).***

1. The Company is in the business of marketing selling, and installing solar panels and solar- panel related products and services, and is otherwise generally engaged in other related business activities (collectively, the ***"Company Business'').***
2. The Company desires to retain the services of Representative, and Representative desires to provide services to the Company.
3. In consideration of the services to be provided by Representative to the Company on the terms set forth in this Agreement, the Company and Representative now desire to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**Section 1. Engagement of Representative's Services.**

1.1. Term and Sales Area. During the period commencing on the Effective Date and continuing until terminated by ,either the Company or Representative in accordance herewith (the “***Term"),*** the Company hereby agrees to him Representative as a solar sales representative in such geographic area ***(''Area'' )*** as the Company may determine to sell solar panels, solar panel-related products and services offered by the Company (the ***"Sales Services'' )*** and to manage other sales representatives in providing Sales Services to the Company (together with Sales Services, ***“Services'').***

1.2. Compensation. For performing the Services, Representative shall be ,compensated as follows:

1.2.1 From the Effective Date through the end of the first Quarter of the Term and then during each Quarter thereafter if Representative either (A) (i) personally has 25 or more installations (as defined: in Section 15 below), and (ii) Representative's Downtime has 75 or more Installations or (B) Representative has 125 total Installations between Representative and Representative's Downline, then Representative shall be compensated as set forth on Exhibit B(the ***Manager Compensation Schedule")*** attached hereto.. As set forth in the Manager Compensation Schedule, Representative may be compensated as a Divisional Manager, Regional Manager or Senior Regional Manager.

* + 1. If in any Quarter after that first Quarter of the Term Representative has 24 or fewer Installations, Representative's compensation schedule shall be modified to the schedule set forth on **Exhibit A** (the ***“Senior Energy Consultant Compensation Schedule”*** together with the Manager Compensation Schedule, the ***"Compensation Schedules”)*** attached hereto, unless determined otherwise by the Company in its sole discretion.
    2. Representative acknowledges that the Company may amend the Compensation Schedules from time-to-time during the Term, and, each such amendment shall be effective as of the future time designated by the Company. Upon receipt of notice of any such amendment, Representative may terminate this Agreement in accordance with Section 6.1 below, but in the absence of such a termination, Representative's continued engagement with the Company shall constitute acceptance of such amendment and the Company may replace the Compensation Schedules attached hereto with the revised Compensation Schedules to evidence such amendments which shall be made available to Representative upon request
    3. In the event that the Company adopts policies and procedures (the ***“Company Policy")*** as contemplated below, the Compensation Schedules will be subject to the terms and conditions of this Agreement and subject to reductions and modifications as set forth In the Company Policy. Representative understands and agrees that he shall not be entitled to any compensation or benefits other than as expressly referenced herein or otherwise set forth in the Compensation Schedules, this Agreement, and the Company Policy. Representative acknowledges that he shall not have earned, and will not be entitled to, any bonuses contained in the Compensation Schedules, if Representative breaches this Agreement at any time.
  1. Company Policy. Representative agrees and acknowledges the following:

1.3.1 That the Company anticipates adopting a Company Policy which will be made available to Representative and to which Representative agrees to be bound.

1.3.2 That Representative is responsible for knowing and understanding the Company Policy when adopted.

1.3.3 That thereafter the Company may modify, change or eliminate from the Company Policy from time to time.

1.3.4 That the Company Policy will set forth certain conditions and reductions to any and all compensation Representative would otherwise be entitled to hereunder, including without limitation any bonuses contained in the Compensation Schedules.

The Company Policy, as the Company may modify such from time to time, upon adoption, is hereby incorporated into this Agreement by this reference. If adopted, the Company Policy shall govern in the event of any inconsistency with this Agreement and the Compensation Schedules.

* 1. Records. Representative shall keep, maintain, and report accurate records pertaining to the Services, which shall include, among other things, territory and sales activity (the ***"Records"***) related to the Company including daily sales activity reports. Such Records shall contain specific information as requested by the Company, which may include hours worked, doors knocked, presentations given and sales closes, and shall be submitted to the Company as requested by the Company. Such Records shall be available to and remain the sole property of the Company at all times.
  2. Independent Contractor Status Payment of Taxes Licensing Exception.
     1. Except where appropriate for State or other governmental authority licensing, taxation or other purposes, Representative shall be an independent contractor and not the employee, servant, or joint venture of the Company and, accordingly therewith, Representative shall retain sole and unfettered discretion and judgment as to the manner and means of carrying out Representative's activities and duties as assigned by the Company and accepted by Representative, provided the same are not contrary to any law, or the provisions of this Agreement Representative will not be treated as an employee for U.S. federal tax purposes.
     2. Representative shall pay all employment, income, and social security taxes levied by any federal, state, or local taxing authority on any sums paid by the Company to Representative.
     3. Notwithstanding the preceding, if a state or other local governmental authority requires the Company to treat Representative as an employee for state or local licensing, taxation or other purposes, then the Company reserves the right treat Representative in accordance with such requirements, and the Company shall provide Representative notice of the same.
     4. This Agreement shall not constitute an employment contract between the Company and Representative.

**Section 2. Confidentiality.** Representative understands and acknowledges that during Representative's relationship with the Company under this Agreement, Representative has had and will have access to and has learned and will learn (i) Information proprietary to the Company and its affiliates (collectively for purposes of this Section, the **“Company”**) that concerns the operation and methodology of the Company Business as the same is now and hereafter conducted by the Company, and (ii) other information proprietary to the Company including, without limitation, trade secrets, know-how, prices, customer and supplier lists and data, customer data bases, 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, Web sites. Internet addresses, email addresses and domain names, including all software. information and processes necessary to operate the Company's Web site, and all other confidential information with respect to the Company Business (,collectively, ***“Proprietary Information"***). Representative agrees that, from and after the Effective Date, Representative will keep confidential and will not disclose directly or indirectly any such Proprietary Information to any third party, except as required to fulfill Representative's duties as a Representative of the Company during the Term of this Agreement 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 (a) 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 (b) disclosed due to a requirement of law, provided that Representative 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.

**Section 3.** Noncompetition and Nonsolicitation**.**

* 1. Noncompete. During the period, commencing on the date of this Agreement and ending on the date that is the one (1) year anniversary of the date that Representative's relationship with the Company terminates (the “***Noncompetition Period***”), Representative shall not, directly or indirectly (whether as a principal, agent, independent contractor, employee, partner, owner, or in any other similar capacity), own, manage, operate, participate in, perform services for, be employed by, or otherwise carry on a business similar to or competitive with the Company Business in any specific location in which Representative provided any sales or services activities on behalf of the Company or its affiliates engaged in the Company Business. Notwithstanding the foregoing, Representative may own not more than one percent of the voting stock of any publicly traded entity that competes with the Company.
  2. Nonsolicitation of Current Employees or Representatives. During the Noncompetition Period, Representative shall not, directly or indirectly, by, affiliated with, or acts as a consultant, independent contractor, or salesperson for, the Company to terminate or alter his relationship with the Company.
  3. Nonsolicitation of Suppliers. During the Noncompetition Period, Representative shall not, directly or indirectly, call on or solicit any person, business or other entity who or which is, or had been within the prior two years, a supplier of goods, or services (the “Supplier”) to the Company (or to an affiliate of the Company) and seek in any manner to induce the Supplier to discontinue providing goods or services to the Company or its affiliates.
  4. Continuation of Contracts; Customer Lists; Nonsolicitation. Representative represents and warrants that one of the fundamental expectations of Representative and the Company with respect to Representative’s solicitation of Contracts is that the Contracts will continue during their respective terms and, if applicable, will be renewed by the applicable customers after expiration of the applicable term. Accordingly, in consideration of the Company' s payments set forth in this Agreement and in consideration of other good and valuable consideration, Representative agrees that he shall not, at any time within 15 years from the date a Contract was acquired by the Company, directly or indirectly, in any capacity (including without limitation, for himself, ,or on behalf of any other person or entity, or as an employee, officer, director, manager, partner, shareholder, agent, independent Contractor, or other similar person of another person or entity) contact, solicit, or attempt to contact or solicit ,or accept unsolicited solar installation fees or business from the customer to whom such Contract related. In furtherance of the foregoing, but without limiting the same, without the prior written consent of the Company, which may be given or withheld in the Company’s sole discretion, Representative agrees not to sell or convey any customer lists or other confidential information of the Company or otherwise related to the Contracts and the customers to any other person.
  5. Liquidated Damages. Representative agrees that the amount of damage resulting to the Company from a violation of this Section is difficult to ascertain and acknowledges that the Company shall be entitled to liquidated damages, for loss of revenue and not as a penalty, from Representative if he violated this covenant in the amount of any affected Contract's monthly payment accrued and outstanding upfront compensation; monthly residual backend bonus structure; manager override commission; recruiting bonus to the Company, in addition to permanent injunctive and other applicable relief as deemed by the courts. Such damages shall be paid by such Representative to the Company within 10 days after receipt of written demand from the Company.
  6. Equitable Relief. The Company shalI also be entitled to equitable relief, including but not Iimited to, an injunction, and such relief shall be cumulative and in addition to any other remedies that the Company may have hereunder and/or at law or in equity; and Representative agrees not to assert as a defense in any such equitable proceeding that an adequate remedy at law exists.
  7. Interpretation and Acknowledgment

3.7.1 It is the intention of the parties hereto that the noncompetition and nonsolicitation covenants contained in Section 3 of this Agreement be enforced to the greatest extent in time, scope, geography, and degree of participation (but to no greater extent) as Is permitted by applicable law. To this end, the parties hereto agree that such covenants shall be construed to extend in time and territory and with respect to degree of participation only so far as they may be enforced, and that such covenants are to that end hereby declared divisible and severable because it is a purpose of this Agreement to govern competition by Representative anywhere in which the Company, during the Noncompetition Period, is engaged or intends to become engaged in the Company Business.

3.7.2 Representative acknowledges that Representative's covenants and agreements in Sections 2 and 3 of this Agreement are reasonable and necessary to protect the Company's legitimate interest in its Proprietary Information and goodwill. Representative acknowledges that Sections 2 and 3 of this Agreement is not so broad as to prevent Representative from earning a livelihood or practicing Representative's chosen profession after termination or, expiration of this Agreement.

3.7.3 The parties hereto acknowledge that this Agreement does not, and will not, create any obligation on behalf of the Company to hire Representative after the expiration of the Term. Representative hereby acknowledges that the covenants and agreements in Section 3 shall remain enforceable if the Company terminates Representative' s relationship with the Company under this Agreement for Cause prior to the end of the Term.

**Section 4. Prior Employer Agreements.**

* 1. Other Agreements. Representative represents and warrants that Representative's services to the Company under this Agreement do not violate or breach any confidential relationship between Representative and any other party.
  2. Use of Other Proprietary Information. Representative further agrees that Representative will not use for the Company's benefit or disclose to the Company any proprietary information or sales or marketing information or materials of any third party that Representative is prohibited (by agreement or otherwise) from so using or disclosing.
  3. Disclosure of Confidential Relationships. Representative also represents that Representative has disclosed to the Company any such confidential relationships and relevant agreements and prohibitions.
  4. Third Party Materials. Representative represents and warrants that Representative does not possess any contracts of or articles of clothing or ID badges bearing the name, logo, or trade dress of any competitor of the Company, and hereby covenants not to use or where those materials during the Term.
  5. Indemnification. Representative 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.

**Section 5. Nondisparagement.** During and after the Term of this Agreement, Representative shall not to disparage the Company its managers, members, or affiliates; provided, however, that Representative may give truthful testimony given in compliance with a Iawful subpoena or court order. The Representative further agrees not to make any statements, written or verbal, or cause or, encourage others to make any statements, written or verbal that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Company, its employees, directors and officers. Representative acknowledges and agrees that this prohibition extends to statements, written or verbal, including via internet or wireless, communication or social media made to anyone, including but not limited to the news media, Industry analysts, competitors, vendors, employees (past and present) and customers or potential customers.

**Section 6. Termination.**

* 1. Termination By Representative. Representative may freely terminate this Agreement for any or no reason upon ten 10) days' written notice to the Company.
  2. Termination by the Company.

6.2.1 The Company may terminate Representative's relationship with the Company and this Agreement for any reason, for convenience,. or for no reason at all upon ten (10) days notice to Representative.

6.2.2 The Company may terminate Representative's relationship with the Company and this Agreement for Cause effective immediately without notice to Representative upon the occurrence of any condition constituting Cause. For purposes of this Agreement, “***Cause***" shall be defined to include the following: (i) failure to perform Representative's duties competently or in a satisfactory manner, as determined in Company's sole discretion; (ii) misappropriation or misuse of any the Company property; (iii) dishonesty or, conviction or entry of a plea of guilty or nolo contendere to a crime of any nature; (iv) conduct that reflects unfavorably upon Representative, Representative's co-workers, or the Company; and (v) any breach of the Code of Conduct (as defined below).

* 1. Effect of Termination.

6.3.1 Upon the termination of Representative's relationship with the Company, Representative shall take all actions reasonably requested by the Company to return to the Company all Company property and other Proprietary Information of the Company.

6.3.2 For the avoidance of doubt, following the termination of Representative's services with the Company Representative shall not be entitled to any bonuses from the Company, but shall only be entitled to Upfront Compensation actually earned prior to the effective date of termination subject to the limitations offsets and deductions described in the Compensation Schedules and in the Company Policy.

**Section 7. Prior Agreements.** The parties hereto hereby agree and acknowledge that to the extent Representative has been retained by the Company for part or all of the Term under a prior agreement this Agreement shall supersede and replace any prior agreement with respect to the Term and shall control for purposes of determining Representative's compensation for the Term. Each of the parties hereto hereby agree and acknowledge that to the extent Representative has been retained by the Company under a prior agreement for a period of time prior to or subsequent to the Term such prior agreement shall control for such period of time prior to or subsequent to the Term.

**Section 8. Amendments.** No supplement, modification, verbal amendment or waiver of the terms of this agreement shall be binding on the parties hereto unless, executed in writing by the party to be bound thereby.

**Section 9. Notices.** Any notice sent to the Company hereunder shall be addressed as follows:

Pure Solar Systems

8810 Gladeside Drive

Clinton, MD 20735

**Section lO. Code of Conduct.** Representative hereby acknowledges that the Company anticipates adopting a code of conduct (the "Code of Conduct”) and covenants and agrees to comply with the Company's then current Code of Conduct. Representative acknowledges and agrees that the Company may periodically update and modify the Code of Conduct in its sole discretion upon one (1) business day notice. Representative further acknowledges and agrees that Representative’s breach of the Code of Conduct shall constitute a breach of this Agreement, and may result in fines, suspension and or termination for Cause.

**Section ll. Background Check.** Representative hereby consents to and authorizes the Company to conduct a background check (including a search of criminal, motor vehicle, and other records) on Representative.

**Section 12. Drug Testing.** Representative hereby, consents to be subjected to mandatory drug testing by the Company without notice. Refusal to participate or failure of a test may result in fines, suspension or termination.

**Section 13. Licensing.** Representative assumes responsibility for ensuring that Representative has all necessary permits and licenses necessary to sell. Any failure to obtain necessary permits or licenses may result in fines, suspension or termination and the Company may deduct any damages or costs incurred as a direct or indirect result of such failure from Representative's compensation hereunder.

**Section 14. Auto Insurance.** Neither Representative nor his automobile shall be eligible for any coverage under the Company's auto insurance policy Representative shall be responsible for acquiring his own auto insurance coverage prior to operating any vehicle in accordance with applicable state law.

**Section 15. Certain Defined Terms.**

* 1. **"*Accepted Contract Package*"** shall mean the definitive, fully executed power purchase agreement and all other required documents that are acceptable to the Company in its sole discretion as being complete and meeting the criteria identified by the Company from time to time.
  2. **"*As lnstalled*”**means the solar system as actually installed, inclusive of and "change order" or deviations from terms contemplated in the applicable the Accepted Contract Package.
  3. "***Connected***" means that a solar panel equipment is operational power has been turned on and has been approved to be turned on and the "Connection Date'' means the date that the solar panel equipment is operational, power has been turned on and has been approved to be turned on.
  4. "***Contract***” shall mean an executed, definitive power purchase agreement executed by the customer to purchase a solar panel system with a certain kW System Size upon the terms and conditions set forth therein.
  5. ***"Contract Delivery Date''*** shall mean the date a Contract is: completed, executed and delivered by the applicable customer to the Representative and delivered by the Representative to the Company.
  6. ***"Downline"*** means production generated from the office that the Representative directly manages, as determined in the records of the Company.
  7. ***"Good Standing***" shall mean an active Contract for which (a) all installation fees and monthly services payments have been received in full by the Company, (b) a solar panel system has been Installed, (c) the customer associated with which is currently satisfied with the Installation, solar paneI equipment, and all other services of the Company, (d) the customer associated with which is not in breach of any covenant or representation or warranty and for which such customer has not cancelled or delivered a cancellation notice to the Company, and (e) the Company has received the Accepted Contract Package.
  8. ***“Installation” or “Installed”*** means that the solar panel system that is purchased pursuant to a Contract is fully and completely installed at the customer's residence in accordance with the Company's policies and procedures and is ready to be Connected .
  9. ***"lnstallation Date"*** means the date that a solar panel system is Installed.
  10. ***"kW System Size''*** with respect to an Accepted Contract Package shall mean the applicable kW size of the installed system, which size is set forth in the Accepted Contract Package As Installed.
  11. ***"Quarter"*** shall mean the calendar quarter period as follows: January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31.
  12. ***"Scheduled lnstall”*** shall mean that all of the following have occurred: (a) the Accepted Contract Package is complete; (b) the system design is final complete, and approved by the Company as well as approved by any other person or entity as determined by the Company; (c) the customer has received an Installation Date; (d) the welcome can and such other items as may reasonably be required by the Company in its sole discretion have occurred and (d) the Company has received all other required documents that are acceptable to the Company in Its sole discretion as being, complete and meeting the, criteria Identified by the Company from time to time.
  13. ***"Week''*** means each period during the Term from Monday through the following Sunday.

### Section 16. Miscellaneous

16.1.Binding Effect. This Agreement is binding upon and for the benefit of the parties hereto, their respective officers, directors, employees, partners, principals, successors and assigns.

16.2. Assignment. Representative 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. The Company may assign this Agreement in its discretion without the consent of any other party.

16.3. Waiver. Failure to enforce any provision of this Agreement shall not

constitute a waiver of any term hereof.

16.4. 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 orall, relating to the subject matter hereof.

16.5. Choice of Law; Jurisdiction; Forum Selection. This Agreement shall be governed by the laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether in the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdictions other than the State of Maryland. If legal action is commenced by any of the parties hereto with respect to the subject matter hereof, the parties hereto agree that the jurisdiction and venue of such action shall be in the state or federal Maryland court of competent jurisdiction. The parties hereto hereby accept Maryland's jurisdiction and agree to accept service of process as if they were personally present and served within such jurisdiction.

16.6. Attorneys Fees. 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.

16.7. Construction. Any reference in this Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

16.8. Direct Sellers. This Agreement, in conjunction with the Compensation Schedules is intended to comply with the requirements of Section 3508 of the Internal Revenue Code as such section applies to "direct sellers."

[Signatures contained on the following page]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement to be effective as of the day and year first written above.

THE COMPANY**:**

Pure Solar Systems

By:

Printed Name:

Title:

By:

Printed Name:

Title:

REPRESENTATIVE:

Printed Name:

Projected Start Date:

**EXHIBIT A**

SENIOR ENERGY CONSULTANT COMPENSATION SCHEDULE

Attached.

**EXHIBIT B**

MANAGER COMPENSATION SCHEDULE

Attached.

## PURE SOLAR SYSTEMS

## TELEPHONE MONITORING CONSENT FORM

I understand that Pure Solar Systems, (“Pure Solar”), has implemented a telephone- monitoring program for its customer service representatives, and any service provider that may have interactions with customers on a Pure Solar phone line. I understand that any or all of my conversations while using a Pure Solar telephone system or lines can and may be monitored, recorded or otherwise listened to Pure Solar is implementing this policy to help ensure that customers receive a level of service and to verify that Pure Solar service providers comply with the company’s telephone policies. Consent to Pure Solar’s telephone monitoring program is a condition of my service to the Company.

This consent shall remain in effect until the termination of my service to the Company or the revocation of my consent, in writing, to Pure Solar, whichever occurs first.

I hereby consent to allow Pure Solar and its agents to monitor, record, listen to or otherwise intercept my conversations on Pure Solar telephones.

## Print Name

Signature

## 

Date

# AUTHORIZATION FOR USE

**OF IMAGE, VOICE, PERFORMANCE OR LIKENESS [INDEPENDENT CONTRACTOR]**

In consideration for my existing and future contractual relationship with Pure Solar Systems, (“Pure Solar Systems”), I hereby permit and authorize Pure Solar, and its employees, agents and representatives who are acting on behalf of Pure Solar, to use my likeness and/or name in any photograph, image, video, motion picture, performance or sound recording (collectively referred to herein as my “Likeness”) for purposes related to Pure Solar’s business, including advertising, publicizing or marketing its products and services or for any other commercial or lawful purpose, and to use and license others to use it for such purposes, without any compensation to me.

I understand and agree that these materials will become the property of Pure Solar and will not be returned. I hereby irrevocably authorize Pure Solar to edit, alter, copy, exhibit, publish, or broadcast my Likeness at any time by means of any media, including print, video presentations, television, radio and satellite transmissions or rebroadcasts, news bulletins, mailers, billboards or signs, brochures, website placements, podcasts or other digital delivery or publications.

In addition, I waive any right of privacy associated with the Likeness as well as the right to inspect or approve the finished product, including written or electronic copy, wherein my Likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of my Likeness. I hereby hold harmless and release and forever discharge Pure Solar from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

I am 18 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release

## Print Name

Signature

## 

Date