



THIS SALE REPRESENTATIVE AGREEMENT (the "Agreement") is entered and agreed upon by execution and acceptance of the check mark as agreed upon part of the application form for a "Sales Executive Position with Intercom Solar Technologies, Inc. at the following website location: https://isolartec.com/my-account/?action=register_sales. By and between Intercom Solar Technologies, Inc. and sales executive representative (hereinafter referred to as "Representative")

WHEREAS Intercom Solar Technologies, Inc. desires to appoint Representative, and Representative desires to accept appointment, as a Sales Representative of Intercom Solar Technologies, Inc to sell Intercom Solar Technologies, Inc and any affiliates companies representing Intercom Solar Technologies, Inc, "Products" or "Services" as set forth herein.

Definitions.

A. "Products" shall mean the following of Intercom Solar Technologies, Inc. products and any affiliates companies representing Intercom Solar Technologies, Inc, "Products" to be sold by Representative:

B. "Services" shall mean the following of Intercom Solar Technologies, Inc. services as provided by Intercom Solar Technologies, Inc. and any affiliates companies representing Intercom Solar Technologies, Inc, "Services" to be sold by Representative:

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows, but not limited to these products and / or any future products or services provided.:

LED and Solar Downlights, High Bay Fixtures, Flat Panels, Linear Luminaires, Troffers, Canopy, MR PAR A19, Area Lights, Street Lights, Parking Lights, Flood Lights, T8 Tubes, Wireless adapters, routers, Cameras, networking equipment, and any future products.

B. "Project" shall mean the specific project(s) and/or job(s) as included with the project number, or as accepted upon execution of an estimate or quote with Intercom Solar Technologies, Inc,

2. Appointment

Intercom Solar Technologies, Inc, hereby appoints Representative as its independent sales representative and Representative hereby accepts such appointment. Representative's sole authority. shall be to solicit orders for the Products for the Project in accordance with the terms of this, Agreement. Representative shall not have the authority to make any commitments whatsoever on behalf of Intercom Solar Technologies, Inc

3. General Duties.

Representative shall use its best efforts to promote the Products and maximize the sale of the Products related to Project. Representative shall also provide reasonable assistance to Intercom Solar Technologies, Inc. in promotional activities such as trade shows, product presentations, sales calls and other activities promotional activities such as trade shows, product presentations, sales calls and other activities of with respect to the Products and Services of Intercom Solar Technologies, Inc.

Representative shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales related activities as are reasonable to promote the Products and the good will of Intercom Solar Technologies, Inc. Representative will devote adequate time and effort to perform its obligations.



4. Conflict of Interest.

Unless authorized by the Intercom Solar Technologies, Inc. in writing, Representative warrants to Intercom Solar Technologies, Inc. that it does not currently represent any lighting manufacturer or vendor or promote any lighting Products. During the term of this Agreement, Representative shall not represent, promote or otherwise try to sell any LED lighting lines or other lighting products that, in Intercom Solar Technologies, Inc.'s judgment, compete with the companies current products or services. Representative's currently shall notify Intercom Solar Technologies, Inc. in writing of any new companies or lighting products the represent upon the intial agreement of said companies.

5. Territory

Any other areas outside of the "Country of USA" must be approved by Intercom Solar Technologies, Inc. areas territories as given at the sole discretion of Intercom Solar Technologies, Inc., and Intercom Solar Technologies, Inc. reserves exclusive rights to change, modify, remove or re-assign territoies.

6. Independent Contractor

Representative is an independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct and control the day-to-day activities of the other, (ii) constitute the parties as partners, joint venture, co-owners or otherwise, or (iii) allow Representative to create or assume any obligation on behalf of Intercom Solar Technologies, Inc. for any purpose whatsoever. Representative is not an employee of Intercom Solar Technologies, Inc. and is not entitled to any employee benefits. Representative shall be responsible for paying all income taxes and other taxes charged to Representative on amounts earned hereunder. All financial and other obligations associated with Representative's business are the sole responsibility of the Representative.

7. Indemnification.

A. Indemnification by Representative. Representative shall indemnify and hold Intercom Solar Technologies, Inc. free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of negligence or malfeasant acts of Representative, its employees or its agents.

B. Indemnification by Intercom Solar Technologies, Inc. Intercom Solar Technologies, Inc. shall indemnify and hold Representative free and harmless from any and all claims, damages or lawsuits (including reasonable attorneys' fees) arising out of defects in the Products caused by negligence or malfeasant acts of Intercom Solar Technologies, Inc. of Intercom Solar Technologies, Inc. and it's employees.

8. Commission.

A. Sole Compensation.

The sole and exclusive compensation to be paid by Intercom Solar Technologies, Inc. shall be commissions on sales of the Products and Services as represented by the quote generated on the company website as stated: www.1solartec.com or any of it's affiliate websites owned or operated by Intercom Solar Technologies, Inc.

B. Commission Schedule

Intercom Solar Technologies, Inc. shall have the right, from time to time, at its sole discretion, to modify the commission of any or all products and services on there website.



C. Basis of Commission.

The Commission shall apply to all orders solicited by Representative from Project that have been accepted by Intercom Solar Technologies, Inc. and for which shipment has occurred and final payment has been received according to the terms of this agreement as stated here-in net 30 days after the current month-ending of the transaction date. Intercom Solar Technologies Inc. reserves the right to change the payment terms upon 10 days written notice after the current 30 day month ending . Unless authorized in writing by Intercom Solar Technologies, Inc. no commissions shall be paid on pilot programs, sample orders, or sales of parts or on close-out sales, sales made at less than listed prices or sales involving terms different from the Intercom Solar Technologies, Inc.'s standard customer, terms of agreement. No commission shall be paid with respect to charges for handling, freight, sales taxes, C.O.D. charges, insurance, and the like, or any services, labor charges, installation charges, or sales of any products not included on the quote, and approved by Intercom Solar Technologies, Inc.

C1. No Representative (as itself or as a separate corporation with the same ownership as Representative) may purchase any Intercom solar technologies, Inc. product's for resale without the express permission of Intercom Solar Technologies, Inc. Should Intercom Solar Technologies, Inc grant permission for purchasing, these purchases will be without commission of any kind.

D. Reserved Accounts.

Intercom Solar Technologies, Inc reserves the right to establish house accounts.

E. Time of Payment.

The commission on a given order shall be due and payable within thirty (30) business days after the end of the calendar month in which Intercom Solar Technologies, Inc has received payment from Customer. Intercom Solar Technologies, Inc shall furnish Representative periodically with statements reflecting the status of Representative's commission account. If Representative has objections with respect to any such statement, whether regarding its accuracy, completeness or any other matter, Representative shall make such objection(s) known to Intercom Solar Technologies, Inc. in writing within thirty (30) days after the date of the statement. ANY AND ALL OBJECTIONS AS TO WHICH WRITTEN NOTICE IS NOT RECEIVED BY INTERCOM SOLAR TECHNOLOGIES, INC. WITHIN THE THIRTY (30) DAY PERIOD SHALL BE DEEMED WAIVED AND ABANDONED.

E. Commission Charge-Back.

Intercom Solar Technologies, Inc, shall have the absolute right to set forth cash discounts, to make such allowances and adjustments to accept such returns from its customers, and to write off as bad debts such overdue customer accounts as it deems advisable. In each such case Intercom Solar Technologies, Inc. shall Charge Back to the Representative's aaccount any amounts previously paid or credited to it with respect to such cash discounts, allowances, adjustments, returns or bad debts.

9. Prices and Terms of Sale.

A. Product will be sold at prices to be determined by Intercom Solar Technologies, Inc., and under such terms as designated by Intercom Solar Technologies, Inc., which Intercom Solar Technologies, Inc. will provide to the Representative in the form of a published product price list on a periodic basis. Representative shall have no authority to modify any such prices, credit terms or other terms or conditions of sale, to authorize any customer to return the Products to Yankon for credit, or to obligate or bind Yankon in any other manner



B. All orders for the Products shall be in electronic format generated from Intercom Solar Technologies, Inc website exclusively.

C. All orders obtained by Representative shall be subject to acceptance by Intercom Solar Technologies, Inc approved executive management only. All office and all quotations by Representatives shall contain a statement to that effect. Representative shall have no authority to make any acceptance or delivery commitments to customers. Intercom Solar Technologies, Inc specifically reserves the right to reject any order or any part thereof for any reason.

D. Intercom Solar Technologies, Inc. shall have the sole right of credit approval or credit refusal for customers in all cases.

E. Intercom Solar Technologies, Inc shall render all invoices directly to the customers and shall send copies of all commissionable invoices to Representative. Payments shall be made directly to Intercom Solar Technologies, Inc.

F. Full responsibility for collection from customers rests with Intercom Solar Technologies, Inc., provided that Representative shall at Intercom Solar Technologies, Inc's request assist in such collection efforts.

10. Product Warranty and Product Availability.

A. Product Warranty. Any warranty for the Products shall run directly from Intercom Solar Technologies, Inc. to the returned Products or initiate any recall qualified end-user of the Products and pursuant to the warranty the qualified end-user shall return

B. Product Availability. Acknowledged shipping dates are approximate and shall not be deemed a guaranteed date. Under no circumstances shall be responsible to Representative of any allegedly defective Products to Intercom Solar Technologies, Inc's. Representative shall have no authority to accept anyone else for its failure to fill accepted orders, or for its delay in filling accepted orders. Furthermore, IntercomSolar Technologies, Inc. shall not be held liable for delays in delivery for failure to manufacture to deliver due to causes beyond its control, or due to an act of God, acts of the Purchaser, acts of civil or military authority, fire, strikes, floods, epidemics, war, riot, delays in transportation or vehicle shortages, or inability due to causes beyond its reasonable control.

11. Demonstration Units.

Case by case basis

12. Additional Responsibilities of Representative.

A. Expense of Doing Business. Representative shall bear the entire cost and expense of conducting its business in accordance with the terms of this Agreement.



B. Facilities. Representative shall provide itself with, and be solely responsible for, (i) such facilities, employees, and business organization, and (ii) such permits, licenses, and other forms of clearance from governmental or regulatory agencies, if any, as are necessary for the conduct of Representative's business operations in accordance with this Agreement.

C. Promotion of the Products. Representative shall, at its own expense, vigorously promote the sale of and stimulate demand for the Products within the Territory by direct solicitation. In no event shall Representative make any representation, guarantee or warranty concerning the Products except as expressly authorized by Intercom Solar Technologies Inc.

D. Customer Service. Representative shall diligently assist customers' personnel in using the Products and shall perform such additional customer services as good salesmanship requires and as Intercom Solar Technologies Inc. may reasonably request.

E. Advising of Changes. Representative shall promptly advise Intercom Solar Technologies Inc. of (i) any changes in Representative's status, organization, personnel, and similar matters, (ii) any changes in the key personnel, organization, and status of any major customers of Intercom Solar Technologies, Inc. in the Territory, and (iii) any political, financial, legislative, industrial or other events in the Territory that could affect the mutual business interests of Representative and Yankon, whether harmful or beneficial.

F. Books and Records. Representative shall also maintain a record of any customer complaints regarding either the Products or Services Intercom Solar Technologies, Inc. and immediately forward to Intercom Solar Technologies, Inc. the information regarding those complaints.

13. Additional Obligations of Intercom Solar Technologies, Inc.

A. Assistance in Promotion. Intercom Solar Technologies, Inc shall, at its own expense, promptly provide Representative with marketing and technical information concerning the Products, brochures, instructional material, advertising literature, and other Product data.

B. Assistance in Technical Problems. Intercom Solar Technologies, Inc. shall, at its own expense, assist Representative and customers of the Products in all ways deemed reasonable by Intercom Solar Technologies, Inc. technical problems relating to the functioning and use of the Products in the solution of any

C. New Developments. Intercom Solar Technologies, Inc shall inform Representative of new product developments that are competitive with the Products and other market information and competitive information as discovered from time to time

14. Trademarks and Trade names.

A. Use. During the term of this Agreement, Representative shall have the right to indicate to the public that it is an authorized representative of Intercom Solar Technologies, Inc's Products and to advertise (within the Territory) such Products under the trademarks, marks, and trade names that Intercom Solar Technologies, Inc may adopt from time to time ("Intercom Solar Technologies, Inc's Trademarks"). Nothing herein shall grant Representative any right title, or interest in Intercom Solar Technologies, Inc's Trademarks. At no time during or after the term of this Agreement. shall Representative challenge or assist others to challenge Intercom Solar Technologies, Inc's Trademarks Trademarks or the registration thereof or attempt to register any trademarks, marks or trade names confusingly similar to those of Intertcom Solar Technologies, Inc.



B. Approval of Representations. All presentations of Intercom Solar Technologies, Inc's Trademarks that Representative intends to use shall first be submitted to Intercom Solar Technologies, Inc. for approval (which shall not be unreasonably withheld) of design, color, and other details or shall be exact of those used by Intercom Solar Technologies, Inc.

15. Term and Termination.

A. Term. This Agreement shall commence on the date of the first invoice and continue for twelve (12) months or until terminated with or without cause.

B. Termination for Cause. If either party defaults in the performance of any material obligation in this Agreement, then the non-defaulting party may give written notice to the defaulting party, and if the default is not cured within ten (10) business days following such notice, the Agreement will be terminated.

C. Termination for Insolvency. This Agreement shall terminate, without notice, (i) upon the institution by or against Representative of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Representative's debts, (ii) upon Representative's making an assignment for the benefit of creditors, or (iii) upon initiation of dissolution proceedings of the Representative.

D. Termination without cause. Thirty (30) days advance written notice must be provided by the terminating party to the other party. EACH PARTY ACKNOWLEDGES THAT SUCH THIRTY (30) DAY PERIOD IS ADEQUATE TO ALLOW IT TO TAKE ALL ACTIONS REQUIRED TO ADJUST ITS BUSINESS OPERATIONS IN ANTICIPATION OF TERMINATION.

E. Return of Materials. All of Intercom Solar Technologies, Inc.'s trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstration units, literature, and sales aids of every kind shall remain the property of Intercom Solar Technologies, Inc. Within five (5) business days after the termination of this Agreement, Representative shall return all such items to Intercom Solar Technologies, Inc. at Representative's expense. Representative shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Representative shall cease to use all trademarks, marks and trade name of Intercom Solar Technologies, Inc.

F. This Agreement shall replace any and all existing preceding representative agreements.

G. Termination of Projects shall be covered by terms and conditions outlined in Appendix A.

16. Limitation on Liability.

In the event of termination by either party in accordance with any of the provisions of this Agreement, neither party shall be liable to the other, because of the termination for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of Intercom Solar Technologies, Inc. or Representative. Intercom Solar Technologies, Inc's sole liability under the terms of this Agreement shall be for any unpaid commissions under Section 8 and Section 15



17. Confidentiality.

Representative acknowledges that by reason of its relationship to hereunder it will have access to certain information and materials concerning Intercom Solar Technologies, Inc's business plans, customers, technology, and products that is confidential and of substantial value to Intercom Solar Technologies, Inc, which value would be impaired if such information were disclosed to third parties. Representative agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any such confidential information revealed to it by Intercom Solar Technologies, Inc. Intercom Solar Technologies, Inc shall advise Representative whether or not it considers any particular information or materials to be Confidential. Representative shall not publish any technical description of the Products beyond the description published by Intercom Solar Technologies, Inc. In the event of termination of this agreement. There shall be no use or disclosure by Representative of any confidential information of Intercom Solar Technologies, Inc. and Representative shall not manufacture or have manufactured any devices, components or assemblies utilizing Intercom Solar Technologies, Inc's patents, inventions, copyrights, know- how or trade secrets of Intercom Solar Technologies, Inc.

18. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed according to the laws of the State of Indiana, United States of America. Any disputes arising from or in connection with this Agreement shall be submitted to the State of Indiana business commission according its rules in effect when application is made. The arbitration shall be conducted in Indianapolis, Indiana. The award shall be final and binding upon both parties.

19. Entire Agreement.

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes any prior discussions or agreements between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the party to be charged.

20. Non-Assignability and Binding Effect.

A mutually agreed consideration for Intercom Solar Technologies, Inc centering into this Agreement is the reputation, business standing, and goodwill already honored and enjoyed by Representative under its present ownership, and, accordingly, Representative agrees that its rights and obligations under this Agreement may not be transferred or assigned directly or indirectly. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

21. Severability.

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

22. Legal Expenses.

The prevailing party in any legal action brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses, including court costs and reasonable attorneys' fees.