



# Power Kiosk

## INDEPENDENT AGENT AGREEMENT

This Independent Agent Agreement (Agreement) (the "Agreement") is entered into the date set forth on the signature page by and between the undersigned company (the "Company") and the undersigned independent agent (the "Agent").

1. Business. The Agent is engaged in the independent business and occupation (describe) of Energy Sales Consultant.
2. Territory: The Agent will be able to sell energy in all deregulated territories using Power Kiosk license.
3. Grant of License. Company grants to Agent a revocable license to use the Power Kiosk energy purchasing platform, including but not limited to: (i) the Power Kiosk national license; (ii) the competitive bidding platform and suppliers; (iii) sales force management functions; (iv) paperless sales system; (v) commission tracking system; (vi) contract management system (vii) marketing tools (viii) affinity selling system; and (ix) market monitor.
4. Initial Term. The initial term of this contract is 1 year.
5. Independent Agent. The Agent acknowledges and agrees that the Agent is an independent Agent and not an agent or employee of the Company. The Agent has sole discretion to determine when and during what hours the Agent will work to facilitate the production of work in the best interests of the customer as well as the methods and techniques that will best accomplish the project to be provided under this Agreement. However, the Agent warrants that such methods and techniques will be in accordance with best practices within Agent's profession and that the Agent has the requisite expertise, ability, and skill to render the service required by this Agreement. The Agent further agrees to supply all tools, equipment, and materials required to perform these services.
6. Proprietary rights. All intellectual property rights in the Software Product and user documentation are owned by Power Kiosk or its suppliers and are protected by law, including but not limited to United States copyright, trade secret, and trademark law, as well as other applicable laws and international treaty provisions. The structure, organization and code of the Software Product are the valuable trade secrets and confidential information of Power Kiosk and its suppliers and may not be shared in part or in whole with any 3rd party unless authorized by Power Kiosk in writing.
7. Limitation on reverse engineering. Agent or his affiliate may not reverse engineer, decompile, disassemble or create derivative works of the Software Product. Nothing contained herein



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shall be construed, expressly or implicitly, as transferring any right, license or title to Agent. Unauthorized copying of the Software Product or failure to comply with the above restrictions will result in automatic termination of this Agreement and will constitute immediate, irreparable harm to Power Kiosk for which monetary damages would be an inadequate remedy, in which case injunctive relief will be an appropriate remedy for such breach.

8. Conflicts. Nothing in this Agreement is intended to preclude the Agent from performing services for other entities and individuals. However, the Agent agrees not to engage in any activity: that conflicts with the Company's business interests, involves the Company's customers or interferes with the independent exercise of the Agent's judgment in the best interests of the Company.
9. Compensation. Compensation will be dictated by the terms enumerated in Exhibit A to this Agreement. Agent will get paid for all anniversaries of the contract according to the rates defined in exhibit A.
10. Referral. In the event that an active Power Kiosk agent or Agent refers another agency firm, Power Kiosk will provide a 10% ongoing referral bonus based on Power Kiosk's gross margin from said agency firm.
11. Taxes. Neither federal, state, nor local payroll taxes of any kind, nor state disability insurance, will be paid or withheld on behalf of the Agent or its employees. The Agent will not be treated as an employee with respect to the services performed under this Agreement for federal or state tax purposes. The Agent understands that if it is not a corporation, it may be liable for self-employment (social security) tax to be paid as required by law.
12. Benefits. Because the Agent is engaged in its own independently established business, the Agent is not eligible for, and shall not participate in, any employee fringe benefit plan provided by the Company to its employees of any kind or nature. No workers' compensation insurance will be provided by the Company for the Agent or any of its employees. The Agent agrees to obtain workers' compensation insurance for all of its employees, if allowed, and to provide the Company with a certificate of workers' compensation insurance coverage, as permitted by applicable law.
13. Agent. The Agent has no authority to bind the Company, to enter into any contracts or agreements on behalf of the Company, or to represent that it has the authority to do so. This Agreement does not create a partnership, joint venture, or loaned servant arrangement between the parties.
14. Indemnification. The Company shall not be responsible for any action or failure to act by the



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Agent. The Agent agrees to indemnify and hold harmless the Company, and its officers, directors, employees, agents, assigns, and successors against any claims, demands, or liability related to or arising out of the Agent's breach of any representation in this Agreement, failure to properly perform any obligations under this Agreement, and violations of any law.

15. **Company Property.** Upon termination of the Agent's relationship with the Company, the Agent agrees to return all Company property.
16. **Statements.** The Agent agrees to refrain from making any public or private statement about the Company or its officers or employees that would be injurious to the Company's business or reputation or that would, directly or indirectly, interfere with the business of the Company.
17. **Termination.** Either party may terminate this Agreement upon 14 days' written notice to the other. Work in progress shall be completed prior to giving notice or ample notice shall be given to secure alternative means to complete the work.
18. **Damages.** If either party breaches any term of this Agreement, the other party shall have any and all other available remedies.
19. **Arbitration.** If a dispute arises out of or relating to the agreement, the parties agree to engage in negotiations to seek to resolve the dispute amicably between their appointed representatives with sufficient authority to settle the dispute. This negotiation period shall not exceed more than 15 business days. If the dispute cannot be settled through negotiation, the parties agree to submit their dispute to neutral, non-binding mediation prior to the commencement of arbitration, or any other proceeding. The parties agree to act in good faith to participate in the mediation, and to identify a mutually acceptable certified mediator. If a mediator cannot be agreed upon by the parties, each party shall designate a certified mediator and those mediators shall select a certified mediator who shall act as the neutral mediator. If the dispute is successfully resolved in the mediation, its resolution will be documented by a written agreement to be executed by the parties. If mediation is unsuccessful, such dispute shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, by a panel of one arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
20. **Successors.** This Agreement shall be binding on and run to the benefit of the parties and their heirs, successors, and assigns.
21. **Applicable Law.** This Agreement shall be governed by and interpreted under Illinois law.
22. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, that



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provision shall be severable, and the remaining provisions of this Agreement will be fully enforceable.

23. Nonwaiver. The failure of either party at any time to require the performance by the other party of any provision of this Agreement shall in no way affect that party's right to subsequently enforce that provision.
24. Survival. The provisions of paragraphs 4, 8 and 9 of this Agreement shall survive the termination of the business relationship between the parties.
25. Professional Registration and Licensing: Agent represents that he has all appropriate and necessary professional registrations or licenses typical of persons in their profession.
26. Entire Agreement. This Agreement embodies the entire agreement between the parties with respect to its subject matter, and it supersedes all prior agreements, whether written or oral. No amendment of this Agreement shall be effective unless in writing and signed by both parties.
27. Exclusive Supplier and License: Agent agrees that by signing up with Power Kiosk, he will be exclusively using Power Kiosk licenses and supplier relationships. Company have the right to stop the service and claim damages in case this condition is breached.
28. Renewal. Contract will be auto renewed at each anniversary. If there are changes to the terms of the agreement, Company will notify the agent and send a new agreement.



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## EXHIBIT A

### COMPENSATION

Commission schedule for commercial energy sales independent Agent:

All sales up to 10 million kWh	20%	Commission.
Sales between 10 million and 20 million kWh	20%	Commission.
Sales between 20 million and 60 million kWh	20%	Commission.
Sales between 60 million and 100 million kWh	20%	Commission.
All sales above 100 million kWh	20%	Commission.

## EXHIBIT B

### COMPENSATION

Commission schedule for Residential energy sales independent Agent:

Electric confirmed deals	30\$	Commission.
Gas confirmed deals	20\$	Commission.
Dual Fuel	50\$	Commission.

Commission Percentage schedule below will be paid based on the total commission paid by the energy supplier to the Company for each deal sold by the Agent.

The commission percentage to be paid per the table in Exhibit A will be an aggregate of the energy sales sold by the Agent.

Should this Agreement is terminated by agreement according to Section 14, Section 24 or any other reason, the commission earned by the Agent for deals sold during the term of the Agreement are still owed to the Agent until the term of each contract expires.



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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of \_\_\_/\_\_\_/\_\_\_.

<b>Company</b>	<b>Agent</b>
By:	By:
Name: Power Kiosk	Name:
Address: 345 East Wacker Drive Suite 4504 Chicago, IL 60611	Address: