

INDEPENDENT CONTRACTOR SALES REPRESENTATIVE AGREEMENT

THIS AGREEMENT is entered into on _____ by and between [Window Geeks, LLC dba GeekSuite Exteriors], a Minnesota limited liability company (hereinafter referred to as "GeekSuite Exteriors"), and _____ (hereinafter referred to as "Sales Representative") (GeekSuite Exteriors and Sales Representative are sometimes mutually referred to herein as the "Parties").

WITNESSETH

WHEREAS, GeekSuite Exteriors is a seller and marketer of roofing, siding, window, and gutter construction and installation services; and

WHEREAS, Sales Representative is skilled and experienced in sales and marketing of construction services; and

WHEREAS, GeekSuite Exteriors wants to retain Sales Representative as an independent contractor to perform sales and marketing services for it and Sales Representative wants to be retained for such purposes.

NOW THEREFORE, in consideration of the undertakings, promises, respective covenants and commitments contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

Definitions

- 1.1. "Closed Out" shall refer to that point in time at which the construction work is fully performed, all the Trade Lines Job permits have completed final inspection, GeekSuite Exteriors has received from the Customer payment in full for all services and materials contributed to the construction work, a final accounting of the Trade Lines Job is completed, and profit for the Trade Lines Job is known.
- 1.2. "Competitive Business" shall mean any corporation, partnership or other entity or person that is in competition with any of the businesses in which GeekSuite Exteriors (or any of GeekSuite Exteriors's divisions, subsidiaries or affiliates) is engaged or as it may evolve during the duration of the applicable covenant term and shall include without limitation any entity or person in any of the Trade Lines in competition with GeekSuite Exteriors within the Excluded Area.
- 1.3. "Confidential Information" refers to all confidential and proprietary information concerning the Trade Secrets, inventions and intellectual property of the business and affairs of GeekSuite Exteriors. Confidential Information includes, but is not limited to, sources of supply, building plans and specifications, research and development, customer lists, lead lists, sales techniques, marketing plans, marketing information, training materials, financing techniques and plans, management systems and procedures, all information contained in personnel or customer files, and other information and technical data transmitted to Sales Representative, whether acquired as a result of the services rendered pursuant to this Agreement or otherwise.

- 1.4. "Customers" shall mean any person who responds to marketing activities of GeekSuite

Exteriors or for whom GeekSuite Exteriors provides services.

- 1.5. "Earned Commissions" defines the point in time before which GeekSuite Exteriors has no liability, and Sales Representative has no claim, for compensation due for the sale of a Trade Lines Job. Commissions become earned only when the Trade Lines Job is Closed Out, Sales Representative has provided **[all]** the Services for it, and the requirements set forth on **Exhibits A and B** have been satisfied.
- 1.6. "Excluded Area" shall mean the eleven county Minneapolis/St. Paul metropolitan area consisting of the following Minnesota counties: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright, and any other geographical areas where GeekSuite Exteriors performs work or solicits customers.
- 1.7. "Services" means the sales and marketing of the Trade Lines by Sales Representative as more fully set forth on **Exhibit A**.
- 1.8. "Trade Lines" shall include roofing, siding, window, and gutter sales, construction, and installation services. **[shall include sales, construction and installation of roofing, siding, windows, gutters, and other remodeling services.]**
- 1.9. "Trade Lines Job" is comprised of all Trade Lines incorporated into the project for one property.
- 1.10. "Trade Secrets" include information, methods, techniques, or processes that have value because they are not generally known to others and that GeekSuite Exteriors takes reasonable efforts to protect, as defined by the Minnesota Trade Secrets Act, Minnesota Statutes Section 325C.01, Subd. 5, as amended.

ARTICLE 2

Term

- 2.1 Unless earlier terminated by the Parties, the term of this Agreement shall be for no more than one calendar year commencing on the day and year first specified above and continuing until 11:59 p.m. on December 31 of the year in which it was first executed.
- 2.2 Either Party may terminate this Agreement by providing to the other a sixty (60) day written notification.
- 2.3 Notwithstanding the foregoing, GeekSuite Exteriors may summarily terminate this Agreement in any of the following events: (i) bankruptcy or insolvency of Sales Representative, or the filing for bankruptcy relief for Sales Representative, (ii) the material breach of this Agreement by Sales Representative, or (iii) the misconduct of Sales Representative or its employees, officers, agents or subcontractors involving misfeasance, malfeasance or nonfeasance in performance of the services.
- 2.4 Upon termination of this Agreement, Sales Representative agrees to, within twenty-four (24) hours, return to GeekSuite Exteriors all Confidential Information and materials, including without limitation advertising and marketing materials, lead lists, business cards, manuals and supplies.

ARTICLE 3

Services

- 3.1 Sales Representative will provide the Services to assist GeekSuite Exteriors in increasing profit margins through sales and marketing of the Trade Lines. Sales Representative may

select the personnel to perform the Services.

ARTICLE 4 **Performance of Services**

4.1 Sales Representative shall furnish all supervision, materials, supplies and equipment, except as otherwise herein provided, and perform all labor required for the performance of the Services to the satisfaction of GeekSuite Exteriors. Sales Representative shall always enforce strict discipline and good order among its personnel and shall not retain any unfit person or anyone not skilled in the tasks assigned. Sales Representative shall reimburse GeekSuite Exteriors for any actual damages or costs incurred by reason of Sales Representative's failure to diligently pursue the Services. Compensation to Sales Representative will be offset by any damages to property or supplies or for work not performed in a professional and workmanlike manner.

ARTICLE 5 **Commission**

5.1 Sales commission for a Trade Lines Job becomes earned Commissions become earned only when the Trade Lines Job is Closed Out, Sales Representative has provided the Services for it, and the requirements set forth on **Exhibits A and B** have been satisfied. GeekSuite Exteriors agrees to pay Sales Representative Earned Commissions in accordance with the attached "Commission Schedule" set forth on **Exhibit B**.

5.2 Earned Commissions shall be paid by the 15th of the month following the month in which a Trade Lines Job Closed Out.

5.3 Sales Representative hereby acknowledges that all of Sales Representative's compensation will depend solely on sales for GeekSuite Exteriors and will not be related in any way to the number of hours worked by Sales Representative, or to expenses incurred by Sales Representative, or to any other measure or gauge.

5.4 At the sole discretion of GeekSuite Exteriors, an unearned commission ("Draw"), in an amount determined by GeekSuite Exteriors, against a Trade Lines Job sold but not yet Closed Out will be advanced to Sales Representative. Draws advanced by GeekSuite Exteriors are a liability to Sales Representative and GeekSuite Exteriors retains a right to offset, at any time, any Earned Commissions due in the amount of any outstanding Draws.

ARTICLE 6 **Termination**

6.1 In the event that this Agreement is terminated for any reason by Sales Representative, or by GeekSuite Exteriors pursuant to Article 2.3, Sales Representative forfeits all claims to commissions for Trade Lines Jobs that are not Closed Out on the date of termination.

6.2 Except as provided in Article 6.1, Sales Representative shall receive Earned Commissions for all Trade Lines Jobs sold but not Closed Out only following a final accounting of Sales Representative's account and after all such Trade Lines Jobs are Closed Out. GeekSuite Exteriors shall have the right to offset any payments due Sales Representative against amounts due GeekSuite Exteriors from Sales Representative.

6.3 In the event of termination of this Agreement, should Sales Representative or any entity owned and/or controlled by Sales Representative, or if the Sales Representative is an entity,

indirectly contact any Customer of GeekSuite Exteriors, otherwise interfere with GeekSuite Exteriors' relationships with its Customers, workforces, subcontractors, or suppliers, or this Agreement was terminated by GeekSuite Exteriors pursuant to Article 2.3, Sales Representative shall forfeit any remaining Earned Commissions due under this Agreement. Liability to GeekSuite Exteriors for any outstanding Draws shall survive termination of this Agreement.

ARTICLE 7

Business Expenses

- 7.1 Except as provided in this Article, Sales Representative shall be responsible for all its business expenses incurred in performing the Services.
- 7.2 GeekSuite Exteriors, without charge, may make available reasonable facilities for Sales Representative's marketing staff to market the Trade Lines to GeekSuite Exteriors customers. This provision is for the sole convenience of GeekSuite Exteriors in promoting and marketing itself to its customers.

ARTICLE 8

Insurance

- 8.1 Sales Representative shall not commence performance of the Services until the following insurance has been obtained from reputable insurers setting forth coverage for not less than the following:
- 8.1.1 Worker's Compensation. Sales Representative must have in force during performance of the work a Minnesota Workers' Compensation and Employers' Liability insurance policy providing statutory limits.
- 8.1.2 Comprehensive General Liability Insurance. Sales Representative shall obtain and maintain Commercial General Liability Insurance, with limits that shall be at least \$500,000.00 for each occurrence; \$500,000.00 for personal and advertising injury; \$1,000,000.00 for general aggregate coverage.
- 8.1.3 Automobile Liability Insurance. Insurance shall cover all owned, hired, and non owned autos. The policy shall be written with a Combined Single Limit or \$1,000,000.00 or its equivalent.
- 8.2 The Sales Representative shall provide a certificate (ACORD 25) to GeekSuite Exteriors evidencing the Comprehensive General Liability Insurance coverage required above. The section Description of Operations on the certificate must include the following language: "Certificate holder is included as an additional insured with respect to all work performed and per endorsement CG2010 attached." The additional insured endorsement should be the standard ISO CG2010, indicating the name of GeekSuite Exteriors. (A "blanket" additional insured endorsement such as ISO form CG2033, or equivalent, is also acceptable. However, a copy of the endorsement needs to be attached to the certificate.)
- 8.3 The Sales Representative shall provide to GeekSuite Exteriors a certificate evidencing coverage for Workers' Compensation Insurance and Business Automobile Insurance. Certificate(s) should show Sales Representative's Federal Tax ID number.

- 8.4 Sales Representative agrees to obtain and furnish to GeekSuite Exteriors an undertaking by the insurance company issuing each such policy that such policy will not be cancelled except

after fifteen (15) days' notice to GeekSuite Exteriors of its intention to do so.

8.5 Sales Representative shall provide evidence to GeekSuite Exteriors evidencing a valid driver's license.

8.6 If any Services to be performed under this Agreement is further subcontracted by Sales Representative, subject to the limits set forth herein, Sales Representative shall provide GeekSuite Exteriors with evidence satisfactory to GeekSuite Exteriors that any said subcontracted party maintains the insurance required in this Article.

ARTICLE 9

Indemnity

9.1 Sales Representative agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of it, resulting from or in any manner connected with, the execution of the work provided for in this Agreement or occurring or resulting from the use by Sales Representative, its agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by GeekSuite Exteriors, Sales Representative, or third parties, and Sales Representative, to the fullest extent permitted by law, agrees to indemnify and save harmless GeekSuite Exteriors, its agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which GeekSuite Exteriors may be or may be claimed to be, liable and legal fees, attorneys fees, and disbursements paid or incurred to enforce the provisions of this paragraph 9.1 and Sales Representative further agrees to obtain, maintain, and pay for such general liability insurance coverage and endorsements as will insure the provisions of this paragraph.

9.2 Sales Representative's indemnification and defense obligations hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force and shall continue until it is finally adjudicated that all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

ARTICLE 10

Non-Competition/No Solicitation Covenants

10.1 Sales Representative expressly agrees that, throughout the term of this Agreement, Sales Representative will not directly or indirectly manage, own, operate, control or become an employee, contractor, agent, consultant, shareholder, partner, officer or director of any Competitive Business.

10.2 Sales Representative expressly agrees that, throughout the term of this Agreement, Sales Representative, and any entity owned and/or controlled by the Sales Representative, or if the Sales Representative is an entity, its owners, principals, stockholders, officers, directors, managers, or employees, shall not engage in the Trade Lines in the Excluded Area.

10.3 Sales Representative expressly agrees that throughout the term of this Agreement and for one (1) year following its termination, regardless of the reason for the termination, Sales Representative, or any entity owned and/or controlled by Sales Representative, or if the

- 10.4 Sales Representative expressly agrees that throughout the term of this Agreement and for two (2) years following its termination, regardless of the reason for the termination, Sales Representative or any entity owned and/or controlled by Sales Representative, or if the Sales Representative is an entity, its owners, principals, stockholders, officers, directors, managers, or employees, will not directly or indirectly solicit the employment of or hire working forces to hire them or induce them to leave engagement with GeekSuite Exteriors.
- 10.5 The Parties acknowledge that the remedies at law for any breach of the foregoing covenants in this Article will be inadequate and that GeekSuite Exteriors shall be entitled, and in addition to any remedy at law, to obtain equitable relief by way of a restraining order, injunction or other prohibitory or mandatory relief, to prevent the breach or threatened breach of, or to enforce the specific performance of any term, condition, covenant or provision of this Article. No bond or other security shall be required in connection with such injunction. This provision with respect to injunctive relief and other equitable remedies shall not diminish the right of GeekSuite Exteriors to claim and recover damages in addition to such relief. Additionally, GeekSuite Exteriors shall be entitled to its attorney's fees, costs and disbursements from Sales Representative incurred in seeking such injunctive or other relief. If any court of competent jurisdiction or arbitrator pursuant to a binding arbitration agreement between the Parties should determine that the restrictive provisions of this Article are unreasonable or invalid because of either its length of time or its scope, then the Parties agree that such covenant may be modified either or both in time or scope so that such covenant shall be enforceable against the party for whom it is applicable.

ARTICLE 11

Advertising

- 11.1 Sales Representative expressly agrees that, throughout the term of this Agreement, vehicles used while engaged in prospecting, selling, or servicing activities on behalf of GeekSuite Exteriors will always display on the exterior of said vehicle, readily visible by the public, signs provided by GeekSuite Exteriors, or, at Sales Representative's discretion and expense, an alternative substantially similar and approved by GeekSuite Exteriors.
- 11.2 Sales Representative remains solely responsible for the proper application to their vehicle of any signs advertising GeekSuite Exteriors, whether engaged in prospecting, selling, or servicing activities on behalf of GeekSuite Exteriors. Sales Representative holds GeekSuite Exteriors harmless from all liability for bodily injury, damage to vehicles, or other injury to persons or property caused by the sign while attached to a vehicle or in the event the sign becomes dislodged from a vehicle.
- 11.3 All signs provided by GeekSuite Exteriors remain the property of GeekSuite Exteriors. Sales Representative is responsible, at its own expense, for keeping all signs clean and in good repair always.
- 11.4 Upon termination of this Agreement, for any reason and by either party, Sales Representative will immediately cease displaying all signs displaying GeekSuite Exteriors' name, license number, or any other identifying information without regard to whether such sign was provided by GeekSuite Exteriors. Sales Representative will return all signs provided by GeekSuite Exteriors, clean and reusable, within 10 days of said termination.

6 | Page

Signs shall be returned during regular business hours at the business office of GeekSuite Exteriors or by other means agreed upon by GeekSuite Exteriors at their sole discretion. Sales Representative authorizes GeekSuite Exteriors to deduct from any outstanding Earned Commissions owed to Sales Representative any expenses GeekSuite Exteriors incurs in repairing or replacing signs provided to Sales Representative.

11.5 Sales Representative will not, while engaged in prospecting, selling, or servicing activities on behalf of GeekSuite Exteriors, advertise any Competitive Business engaged in the same or similar Trade Lines in any manner whatsoever, including but not limited to vehicle signs, pamphlets, yard signs, business cards, flyers, stuffers, print media, direct mail, internet, email, or social networking.

ARTICLE 12

Assignment and License of Intellectual Property Rights

12.1 Sales Representative shall promptly notify and fully disclose to GeekSuite Exteriors, in writing, the existence and nature of all ideas, formulas, devices, designs, practices, methods, know-how, processes, apparatus, improvements, discoveries and inventions, whether or not patentable, which are made, devised, developed, perfected, conceived, or first reduced to practice by Sales Representative, individually or jointly with others, during the performance of Sales Representative's services to GeekSuite Exteriors or arising therefrom within one (1) year thereafter, relating either directly or indirectly to the present or prospective businesses, products, services, practices, or techniques of GeekSuite Exteriors or relating either directly or indirectly to the services (collectively the "Inventions") and all intellectual property rights therein, including, without limitation, all current and future worldwide patents and other patent rights, utility models, copyrights, trademark rights, trade secrets, and all applications and registrations with respect to any of the foregoing (the "Intellectual Property Rights").

12.2 Sales Representative hereby assigns to GeekSuite Exteriors all right, title and interest Sales Representative may have in and to the Intellectual Property Rights and the Inventions. At GeekSuite Exteriors' expense, Sales Representative shall execute and deliver such instruments and take such other action as may be requested by GeekSuite Exteriors to perfect or protect GeekSuite Exteriors' right in such intellectual property. This assignment shall not apply to Intellectual Property Rights and Inventions solely developed independently by Sales Representative outside the services and developed wholly on Sales Representative's own time without know-how obtained through performance of the services and without using any equipment or materials of GeekSuite Exteriors.

12.3 Sales Representative agrees that all work conducted by Sales Representative for GeekSuite Exteriors is "work for hire" for intellectual property and copyright purposes. In the event Sales Representative owns intellectual property not assigned to GeekSuite Exteriors under this Agreement and which is incorporated into any work Sales Representative performs for GeekSuite Exteriors, Sales Representative hereby licenses to GeekSuite Exteriors all such intellectual property. Sales Representative licenses to GeekSuite Exteriors the unrestricted right to fully use or publish all information, knowledge or data disclosed by Sales Representative to GeekSuite Exteriors without such usage or publication being a violation of any intellectual property right of Sales Representative.

ARTICLE 13

Confidentiality

7 | Page

13.1 Sales Representative agrees that Sales Representative shall carefully guard and keep secret all Trade Secrets, inventions and intellectual property and other Confidential Information concerning the business and affairs of GeekSuite Exteriors and its Customers. Sales Representative shall not, at any time, directly or indirectly, disclose such Confidential Information to any person, firm, corporation or other third party or use the same in any way, unless it first secures the prior written consent of GeekSuite Exteriors or the use or disclosure is necessary to carrying out the purposes of this Agreement.

- 13.2 Sales Representative acknowledges that, prior to this Agreement, Sales Representative had no knowledge of existing or developing Confidential Information and that the Confidential Information is of a confidential and secret character and is vital to the continued success of GeekSuite Exteriors' business. Sales Representative further acknowledges that Sales Representative is retained by GeekSuite Exteriors in a capacity in which Sales Representative will become acquainted with all or a part of the Confidential Information. To guard the legitimate interests of GeekSuite Exteriors and its Customers in the Confidential Information, it is necessary for GeekSuite Exteriors to protect the Confidential Information by holding it secret and confidential.
- 13.3 Except as required and necessary to carry out Sales Representative's duties under this Agreement or as required by law, Sales Representative covenants and agrees not to directly or indirectly, use, disseminate or disclose any Confidential Information to any entity or individual, both throughout the term of this Agreement and after its termination. Sales Representative understands and agrees that the terms of this Article are applicable to, but not limited to, discussions or disclosures of Confidential Information to other contractors, agents, employees or customers of GeekSuite Exteriors that are not necessary to carrying out the purposes of this Agreement.
- 13.4 In the event Sales Representative becomes legally compelled to disclose any Confidential Information, Sales Representative shall provide GeekSuite Exteriors with immediate notice so that GeekSuite Exteriors may seek a protective order or other appropriate remedy. If a protective order or other remedy is not obtained by GeekSuite Exteriors, Sales Representative shall only furnish such Confidential Information which is legally required and shall exercise its best efforts to obtain a protective order and other reliable assurances that the Confidential Information shall be accorded confidential treatment.
- 13.5 All documents and tangible items which contain or deal in any manner with Confidential Information are the property of the GeekSuite Exteriors and shall remain the exclusive property of GeekSuite Exteriors along with all copies, recordings, abstracts, notes or reproductions of any kind made from or about the documents and tangible items or the information they contain.
- 13.6 Sales Representative agrees that the Confidential Information is unique, the unauthorized use or disclosure of which would confer irreparable harm on GeekSuite Exteriors, which irreparable harm may not be compensable entirely with monetary damages. The Parties agree that injunctive relief is an appropriate remedy for unauthorized use of the Confidential Information. Such injunctive relief shall be in addition to other remedies. No bond or other security shall be required in connection with such injunction.
- 13.7 Sales Representative agrees that if Sales Representative violates the provisions of this Article, GeekSuite Exteriors shall be entitled to an accounting and repayment of all profits, compensation, commissions, remunerations or benefits which Sales Representative directly or indirectly realized and/or may realize, or any other entity has realized or may

8 | Page

realize because of, or in connection with breach of the provisions of this Article. Additionally, GeekSuite Exteriors shall be entitled to its attorney's fees, costs and disbursements from Sales Representative incurred in seeking such relief. Such remedies shall be in addition to and not in limitation of any injunctive relief or any other rights or remedies to which GeekSuite Exteriors is or may be entitled to at law, in equity or under this Agreement.

- 13.8 Sales Representative and GeekSuite Exteriors agree that the provisions of this Article are reasonable, especially considering the other provisions and terms of this Agreement and will survive termination of this Agreement.

ARTICLE 14
Independent Contractor Status

- 14.1 It is expressly understood and intended by the Parties that Sales Representative, in performing the services to be performed pursuant to this Agreement, shall be acting as an independent contractor and not as an employee of GeekSuite Exteriors or its Customers, and that GeekSuite Exteriors shall report payments to Sales Representative with an IRS Form 1099, if legally required.
- 14.2 Sales Representative acknowledges that it is Sales Representative's sole obligation to report as income all compensation received from GeekSuite Exteriors pursuant to this Agreement. Sales Representative further agrees that GeekSuite Exteriors shall not be obligated to treat Sales Representative as an employee with respect to Federal and State taxes or to pay Federal and State withholding taxes, social security, unemployment taxes, disability insurance premiums, or similar items, in connection with any payments made to Sales Representative pursuant to the terms of this Agreement.
- 14.3 Sales Representative makes the following representations to GeekSuite Exteriors, which GeekSuite Exteriors may rely on and has relied on in retaining Sales Representative as an independent contractor for Services performed hereunder:
- 14.3.1 Separate Business Office: Sales Representative maintains a separate office with its own equipment, materials, and other facilities;
- 14.3.2 Federal Identification Number: Sales Representative's federal identification number is _____;
- 14.3.3 Contractor Control: Sales Representative controls the means of performing the services or work which it performs on behalf of GeekSuite Exteriors, and is paid a specific amount of money for specific services or work as described under this Agreement;
- 14.3.4 Expenses: Sales Representative is responsible for the payment of all expenses related to the services or work that it performs on behalf of GeekSuite Exteriors;
- 14.3.5 Completion of Services: Sales Representative is responsible for completing the work or services under this Agreement in a professional and workmanlike manner and will be liable for any failure to complete the work, as hereinafter provided;
- 14.3.6 Compensation: The compensation for Sales Representative's work or services is as described above and is determined on a commission basis and not on any other basis. Compensation will be offset for any damages to property or supplies or for work not performed in a professional and workmanlike manner;
- 9 | Page
- 14.3.7 Profit or Loss: Sales Representative will realize a profit or loss under this agreement with GeekSuite Exteriors depending upon its performance;
- 14.3.8 Business Obligations: Sales Representative represents to GeekSuite Exteriors that it has continuing or reoccurring business liabilities and obligations; and
- 14.3.9 Success of Business: Sales Representative acknowledges that the success or failure of its business depends upon its relationship of business receipts to expenditures, and that it is in no way guaranteed continuing work with GeekSuite Exteriors.

ARTICLE 15
Liability to Third Parties

- 15.1 It is agreed that neither of the Parties shall act as the agent of the other Party without an express written authorization to act as an agent, and any act by a Party as an agent, without proper authorization will create a separate liability in the Party solely acting to all third parties affected thereby.
- 15.2 Any contract entered into by a Party that is outside the scope of this Agreement will not be binding on the other Party, and only the Party entering that contract shall be liable thereby to third parties.

ARTICLE 16

General

- 16.1 Assignment. No assignment of this Agreement or any part thereof or any payment due hereunder will be accepted by GeekSuite Exteriors.
- 16.2 Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 16.3 Entire Agreement. This Agreement shall not be effective until signed by all the Parties. This Agreement, along with attached Schedules, Exhibits, any Appendix and any documents referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by the Parties.
- 16.4 Waiver. Failure at any time to enforce any provisions of this Agreement shall in no way be constituted as a waiver of such provision and shall not affect the right of either party thereafter to enforce every provision of the Agreement in accordance with its terms.
- 16.5 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 if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 16.6 Notices. All notices contemplated in this Agreement shall be effective when received and shall be served personally, or by certified or registered mail, return receipt requested, on the Parties at the address indicated below, or at such other address the Parties may inform each other of from time to time.
- 16.7 Arbitration. Any disputes between the Parties to this Agreement concerning the matters set forth in Article 4 of this Agreement shall be resolved amicably between the Parties. In the event the Parties cannot agree to a resolution, the Parties agree that any claim or dispute

10 | Page

between them or against any agent, employee, successor or its assign of the other, related to Article 4 of this Agreement shall be resolved by confidential binding arbitration in Minneapolis, Minnesota, USA under the commercial arbitration rules then prevailing of the American Arbitration Association. Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. This Agreement shall be interpreted under the Federal Arbitration Act. Except for claims or disputes related to Article 4 of this Agreement, all claims or disputes concerning matters set forth in this Agreement shall be resolved in a court of law in a Minnesota jurisdiction chosen by GeekSuite Exteriors in its sole discretion.

- 16.8 Injunctive Relief. If it is necessary for GeekSuite Exteriors to seek injunctive relief, the preceding arbitration agreement will be waived as to such injunctive relief and GeekSuite Exteriors may seek the injunctive relief in a court of law. All other matters shall be subject to the preceding arbitration agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date first above stated.

GeekSuite Exteriors 5200 Willson Rd Suite 150 Edina, MN 55424	_____
	—

	—
By: _____	_____
Todd Krafty	—
Its: Owner	_____
	—
	By: _____

	—
	Its: _____

EXHIBIT A
Independent Subcontractor Sales Representative
Duties [to be completed]
EXHIBIT B
COMMISSION SCHEDULE

The Sales Representative shall receive a percentage of the profit for each construction job identified in Article 5 of the accompanying Agreement, which is calculated as follows:

From the Invoice amount, deduct the following:

- ten **[fifteen]** percent for overhead
- costs of materials
- costs of labor
- amount of the permit
- costs for the dumpster
- [- cost of lead and bidding expenses]**
- = Profit

For gross monthly **[?]** Profit on all construction jobs identified in Article 5 of the accompanying Agreement, Sales Representative shall receive the following percentage profit:

[50% on all jobs]

\$0.00 to \$_____, ____%;

\$ _____ to \$ _____, ___%; or

\$ _____ to \$ _____, ___%; or

\$ _____ and higher, ___%.

PERSONAL GUARANTY
(if Sales Representative is a business entity)

The undersigned personally guaranties performance by Sales Representative of all of Sales Representative's obligations under the accompanying Independent Contractor Sales Representative Agreement and this Personal Guaranty is part consideration for GeekSuite Exteriors entering into the Independent Contractor Sales Representative Agreement and contract relationship with Sales Representative.

Liability for all signers of this Personal Guaranty shall be joint and several and a separate action or actions may be brought and prosecuted against guarantors whether action is brought against Sales Representative and whether Sales Representative be joined in any such action or actions. Guarantors waive, to the fullest extent permitted by law, the benefit of any statute of limitations affecting their liability hereunder or the enforcement thereof. Any payment by Sales Representative or other circumstance which operates to toll any statute of limitations as to Sales Representative shall operate to toll the statute of limitations as to Guarantors. Guarantors waive all defenses based on suretyship and impairment of collateral.

This Personal Guaranty shall be deemed to be made under and shall be governed by the laws of the State of Minnesota in all respects, including matters of construction, validity, and performance, and the terms and provisions hereof may not be waived, altered, modified, or amended except in writing duly signed by an authorized officer of GeekSuite Exteriors and by guarantors.

If any of the provisions of this guaranty shall contravene or be held invalid under the laws of any jurisdiction, this guaranty shall be construed as if not containing those provisions and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Guarantors shall pay GeekSuite Exteriors' reasonable attorney's fees and costs incurred in enforcing this Personal Guaranty.

GUARANTORS

NAME _____ ADDRESS _____ _____ _____ SIGNATURE _____ _____ DATE _____ _____ _____	NAME _____ ADDRESS _____ _____ _____ SIGNATURE _____ _____ DATE _____ _____ _____
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<p>NAME _____ ADDRESS _____ _____ _____</p> <p>SIGNATURE _____ _____ DATE</p> <p>_____</p>	<p>NAME _____ ADDRESS _____ _____ _____</p> <p>SIGNATURE _____ _____ DATE</p> <p>_____</p>
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