



DIRECT SALES REPRESENTATIVE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby established,

_____, Direct Sales Representative ("DSR") and Nexsense LLC ("Nexsense"), hereby enter into this Direct Sales Agreement ("Agreement"). This Agreement constitutes the terms of services to be provided between the parties.

What is Nexsense's Core Values, which is the essence of its company and culture?

1. Make 'em say "WOW!"
2. Be honest. Be transparent. Be real.
3. Do the right thing.
4. Be passionate and innovative.
5. Do more with less.
6. Be humble and teachable.
7. We are family.
8. Be a mentor. Encourage growth.
9. Give back...pay it forward
10. Have fun!

Unsurpassed customer service is the cornerstone of Nexsense. We are in business to serve our customers! We will treat them as we want to be treated and always with courtesy, respect, and friendliness. With every customer contact our goal will be to impress them in such a way that they will say, "Wow!" We hope this care will be contagious and prompt customers to tell others about us.

Nexsense believes in affordable home automation and home connectivity systems. We have partnered with 2GIG Technologies, Alarm.com, and Monitronics in order to deliver our customers with the best and most up-to-date systems and services currently available.

Thank you for your interest in the Nexsense DSR Program.

EXHIBIT LIST

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EXHIBIT 1: PAY SCALE

These scales are only for “Qualified Customer” accounts. A customer account is considered qualified if...

- the customer is the homeowner
- the customer passes the pre- and post-installation surveys
- the customer’s paperwork is completed, signed correctly, and received by Nexsense’s corporate office including the AMA, SOP, QAF, and voided check (when applicable)
 - changes to any of the agreements must be in writing and have the customer’s initials
- the customer must be past their 3 day NOC period without cancelling
- the customer account has no holds or unresolved issues
- employees and friends and family accounts are excluded unless the agreement is done at full price

RATE SCALE

NUMBER OF SALES WEEKLY	RATE
3	\$550.00
4 - 5	\$650.00
6 - 8	\$700.00
9 - 11	\$750.00
12 +	\$800.00

- If you sell less than 3 per week then there is a \$100.00 deduction
- Commercial and small business accounts are paid at a flat rate of \$300.00
- “Sub” credit accounts will be paid at \$250.00 (see Exhibit 3)

SIGNING BONUS

FIRST 3 CUSTOMER ACCOUNTS	BONUS
Customer #1, 2, and 3	\$500.00 each

Expectations of terms and conditions of customer agreements include the following...

- Home Sense Interactive System at MMR of \$59.99
- 60 month agreement length for customers who finance/subsidize their system vs. purchasing upfront
- ACH/EFT payment terms for the AMA monitoring services
- \$69 activation fee due at installation for customers who choose to finance/subsidize their system and pass the credit criteria in the “good” or “excellent” categories
 - studies have shown that attrition is directly related to customers paying something for their system
 - customer may choose to pay all upfront or over 3 months
- DSR may deviate from standard package alarm monthly monitoring rates (MMR). Accepted ranges for funding must be in the following ranges per package:

	Minimum	Maximum
◦ Home Sense, Security Sense, or Energy Sense	\$45.95	\$64.99
◦ Cellular (interactive compatible)	\$34.95	\$59.99

RESIDUAL INCENTIVE

Residual Incentive: Only qualified accounts go towards this program

CUMULATIVE VOLUME	RESIDUAL RATE	VALUE (60 Month)
1 - 99	\$.15	\$891.00
100 - 199	\$.20	\$2,388.00
200 - 299	\$.30	\$5,382.00
300 - 399	\$.40	\$9,576.00
400 - 499	\$.50	\$14,970.00
500 - 999	\$.75	\$44,955.00
1,000 +	\$1.00	\$60,000.00 +

Note: The residual will be paid out monthly per “qualified customer” account; and will continue for the length of the AMA per customer. To be eligible, DSR must be selling for Nexsense and have current sales for the month.

EXHIBIT 2: DEDUCTIONS

When the sales expectations from Exhibit 1 are not met, then the following deductions will apply to DSR's compensation per customer account:

DEDUCTION RATE SCALES

Agreement Length:

AGREEMENT LENGTH	<DEDUCTION>
36 Months	<-\$85.00>

Form of Payment:

PAYMENT TYPE	<DEDUCTION>
Credit Card	<-\$50.00>
Cash or Money Orders	Not accepted unless customer is purchasing their system

Activation Fee: (Based on "good" & "excellent" credit scores; "sub" credit scores require \$199, "unapproved" credit scores require \$299)

ACTIVATION FEE	<DEDUCTION> / INCENTIVE
Waived	<-\$50.00>
\$69	\$0.00 – Base
\$99	Give away 1 extra point without penalty
\$199	Give away 5 extra points without penalty (yes...that's an extra point for FREE)

Points and Upgrades: Points over your "bank" that is not paid for by customer will be deducted from the DSR. See Exhibit 4 for more details.

POINTS OF PROTECTION	<DEDUCTION> / BONUS
Each Point Given Away	<-\$30.00>
Points Paid for by Customer	Qualifies for Upgrade Bonus – see Exhibit 5

Adjusted Monthly Monitoring Rate (MMR):

ADJUSTED MMR	BONUS / <DEDUCTION>
Within Ranges in Exhibit 1	\$30.00 per each \$1

Promises of Refunds & Special Deals: All special deals and negotiations with a customer that deviates from this Agreement will be the responsibility of DSR.

SPECIAL DEALS	<DEDUCTION>
Waiving 1 st Month's MMR	1X MMR + additional <-\$25.00> fee
Takeover Buyouts of Existing Agreements	DSR's responsibility

EXHIBIT 3: CREDIT CRITERIA

CREDIT SCORES

Credit scores will be ran for customers that choose to finance/subsidize their system. If the customer purchases their system then credit scores are unnecessary and do not apply. The following is the criteria for financed systems...

"SUB" CREDIT CUSTOMERS (Credit Score 600 – 624): Nexsense will allow DSR to sell to customers with a "Sub" credit score under the following guidelines: Customer MUST pay \$199 for the activation fee (customer does not get additional points of protection). DSR will be funded \$250 and the account does not go towards weekly volumes or the residual incentive program or the recruiting bonus program.

"GOOD" CREDIT CUSTOMERS (Credit Score 625 - 699): Nexsense defines a "Good" credit customer as one who has a credit scores between 625 to 699. DSR will be paid in full on all sales to these credit customers, based on pay scale in Exhibit 1 and the account will qualify for the residual incentive program.

"EXCELLENT" CREDIT CUSTOMERS (Credit Score \geq 700): Nexsense defines an "Excellent" credit customer as one who has a credit score of 700 or greater. DSR will be paid in full on all sales to these credit customers, based on pay scale in Exhibit 1 and the account will qualify for the residual incentive program.

EXHIBIT 4: NEXSENSE PACKAGES

1. CONNECTED HOME SERVICES

Nexsense believes in giving customers the best and most affordable connected home services and conveniences that the burglar alarm industry offers which is interactive and home automation; including multiple packages that DSR may offer customers based on agreement length, activation fee, and down payments. It is important that you understand all expectations before you start selling. By knowing and following the rules below, we are confident you will have a positive and financially successful experience.

2. PACKAGES

Nexsense offers customer the option to purchase systems at a retail prices with discounts that only DSR and door-to-door reps may offer or finance through subsidized packages. Nexsense allows DSR to alter the packages based on customer's home design and needs, after listening to the customer. The following are the packages and their allotted point values, see Exhibit 6 for each package and its pricing:

CELLULAR / INTERACTIVE COMPATIBLE (8 points total):	ENERGY "SENSE" (11.5 points total):	SECURITY "SENSE" (16 points total):	HOME "SENSE" CONNECTIVITY (19.5 points total):
<u>Package Contents</u>	<u>Package Contents</u>	<u>Package Contents</u>	<u>Package Contents</u>
- 2GIG Go!Control panel	- 2GIG Go!Control panel	- 2GIG Go!Control panel	- 2GIG Go!Control panel
- Cellular with two-way voice	- Cellular with two-way voice	- Cellular with two-way voice	- Cellular with two-way voice
- 8 points (usually 3-4 door/windows, 1 fire fighter, 1 motion, and 1 glass break)	- 8 points	- 8 points	- 8 points
- 2 Yard signs and 5 stickers	- 2 Yard signs and 5 stickers	- 2 Yard signs and 5 stickers	- 2 Yard signs and 5 stickers
- Alarm notifications	- Alarm notifications	- Alarm notifications	- Alarm notifications
- Non-emergency notifications	- Non-emergency notifications	- Non-emergency notifications	- Non-emergency notifications
- Lifetime service plan	- Lifetime service plan	- Lifetime service plan	- Lifetime service plan
- Lifetime move plan	- Lifetime move plan	- Lifetime move plan	- Lifetime move plan
- Certificate to lower home owner's insurance	- Certificate to lower home owner's insurance	- Certificate to lower home owner's insurance	- Certificate to lower home owner's insurance
<u>Upgrade(s)</u>	<u>Subsidized</u>	<u>Subsidized</u>	<u>Subsidized</u>
- Indoor/outdoor video camera	- 1 Thermostat	- 1 Indoor/outdoor video camera	- 1 Indoor/outdoor video camera
- Automatic door lock	- 1 Light Bulb or Lamp or small appliance module	- 1 Automatic door lock	- 1 Automatic door lock
- Thermostat			- 1 Thermostat
- Light Bulb or Lamp or small appliance module			- 1 Light Bulb or Lamp or small appliance module

A special offer that DSR and door-to-door reps may offer is the Pilot Program. It is similar to the Home Sense package (19.5 points) but you may give away a 7 point outdoor camera or a 7 point touchscreen door lock and lower the points of protection to 6 and then choose whichever remaining 6.5 points of interactive product(s) that the customer wants. The customer must agree to allow Nexsense to solicit the customer for feedback on the camera and door lock. Product offerings may change based on new products introductions and offerings that work with the 2GIG Go!Control panel and system and/or with the Alarm.com services.

3. POINTS

Nexsense believes that a customer's home system should have a minimum of 8 points, of which at least 4 points are points of protection. The panel and cellular/GSM radio are part of the panel that is required for the system to function and thus, do not go towards any points. In a takeover scenario where a takeover module is required, 2 points from the allotted points for the package will be used and deducted.

DSR may make adjustment to the customer's monthly monitoring rate (MMR) at his/her discretion, upward or downward, within the price ranges set for in this agreement (see Exhibits 1 & 6). If DSR is able to use less than the allotted points per package, while still charging the full package price and maintain the rules, and guidelines per this Agreement, he/she earns \$30 per point additional commission.

If DSR sells a system based on the customer's wants and needs that are above the allotted points per packages, as outlined in this Agreement, then the following options apply:

1. Customer pays \$30 per each additional point (to avoid \$30 commission deduction for the point).
2. DSR's commission is adjusted downward by \$30 per point.
3. DSR can charge an extra \$1.00 MMR per point (to avoid \$30 commission deduction for the point).

Additional Point / Pricing flexibility include the following:

1. If DSR gets the customer to pay a \$99 or \$199 Activation Fee for customers with credit score of 625 or above, then DSL may give away extra point(s) based on the Activation/Installation Fee section of Exhibit 2
2. If DSR charges more than the standard MMR per package, the DSR earns \$30 per point to commission (assuming MMR does not exceed allowable ranges. see exhibits1 & 6)
3. DSR may charge as high as the Nexsense product retail price list and will be bonused based on the bonus levels in Exhibit 5
4. If DSR charges additional MMR above the full package price, an extra point is available per \$1 value of MMR to use for additional equipment or to be added to commissions above the standard commission at \$30 / point.

EXHIBIT 5: PRODUCT PRICE LIST – UPGRADES AND POINTS VALUES

The prices for products include: lifetime service, warranty, installation, and programming to panel and the central station.

SKU / MODEL #	DESCRIPTION	POINT(S) of PROTECTION	PRICE LIST	UPGRADE BONUS
Nexsense Sign (Maxwell)	Nexsense Sign	.33	\$12.50	\$2.00
2GIG-KEY2-345	4-Button Key Ring Remote (FOB)	1	\$35.00	\$5.00
2GIG-DW10-345	Thin Door/Window Contact	1	\$35.00	\$5.00
2GIG-PANIC1-345	Panic Button Remote	1	\$35.00	\$5.00
2GIG-DW20R-345	Recessed Door Contact	1	\$35.00	\$5.00
2GIG-DBELL1-345	Wireless Doorbell	1	\$35.00	\$5.00
2GIG-GDR1-345	Universal Garage Door Receiver	1	\$35.00	\$5.00
ECFF345	Firefighter	1	\$35.00	\$5.00
2GIG-GB1-345	Glass Break Detector	1.5	\$52.50	\$7.50
2GIG-PIR1-345	Passive Infrared Motion Detector	1.5	\$52.50	\$7.50
2GIG-SMKT3-345	Smoke, Heat & Freeze	1.5	\$52.50	\$7.50
2GIG-CO3-345	Wireless CO Detector	2	\$70.00	\$7.50
2GIG-IMAGE1	Image Sensor (Alarm.com ONLY)	3	\$105.00	\$12.00
LB60Z-1	Z-Wave Light Bulb (freakin' sweet)	1	\$35.00	\$5.00
PS15Z-2	Z-Wave Plug-in Appliance Module	1	\$35.00	\$5.00
PD300Z-2	Z-Wave Plug-in Dimmer Lamp Mod	1	\$35.00	\$5.00
(multiple)	Z-Wave wall switches (multiple)	1	\$35.00	\$5.00
2GIG-Z-CT100	Z-Wave Programmable Thermostat	2.5	\$85.00	\$10.00
2GIG-CAM-HD100	HD Indoor Camera w/ Night Vision	4	\$140.00	\$10.00
2GIG-Z-__D	Z-Wave Kwikset Door Lock – Deadbolt	4	\$140.00	\$10.00
2GIG-Z-__L	Z-Wave Kwikset Door Lock - Lever	4	\$140.00	\$10.00
Integration Package (If customer is paying upfront)	Camera, Door Lock, Lighting, Thermostat	11.5	\$375.00 Discounted Price	
2GIG-PAD1-345	Wireless Keypad	1	\$35.00	\$5.00
TAKEOVER MODULE	Takeover module/unit with power	2	\$70.00	\$7.50
2GIG-TS1-E	Wireless Touchscreen Keypad	3.5	\$122.50	\$10.00
821LM	Universal Garage Door Control	3.5	\$122.50	\$10.00
ADCV520IR	Indoor Wireless IP Camera w/ Night Vision	5	\$175.00	\$15.00
Kwikset Touchscreen	Z-wave Kwikset Touchscreen Door Lock	7	\$245.00	\$20.00
ADCV620PT	Pan Tilt Wireless IP Camera	7	\$245.00	\$20.00
ADCV720 or ADCV721W	Outdoor Camera w/ Night Vision	7	\$245.00	\$20.00
ADC-TAGG-100045W	GPS "Pet" Tracker	...t b d	...t b d	...t b d

If DSR collects the amount in the Price List of this Exhibit from the customer, then the Upgrade Bonus applies. Points are valued at \$30 and must be collected as a minimum or else DSR pays the difference.

EXHIBIT 6: NEXSENSE MONTHLY MONITORING RATES (MMR)

PRICING MODEL WITH MMR

Note: All Nexsense packages of MMR come with monitoring with Lifetime Service, Fire, and FOBs included (these are not additional add-on pricing like most other burglar alarm companies). Prices are based on passing credit scores of 625 and above.

CELLULAR / INTERACTIVE COMPATIBLE: Customer Pays for Upgrades and Interactive Over 8 Points:

Point Total: 8

AGREEMENT LENGTH	PURCHASE PRICE	MONTHLY RATE
Purchase – Month to Month	\$1699.00 (Before Discount Options)	\$19.95
60 Month	Subsidized	\$48.99
Allowable MMR Range	Subsidized	\$34.99 to \$59.99

ENERGY SENSE: Lighting and Thermostat is Subsidized:

Point Total: 11.5

AGREEMENT LENGTH	PURCHASE PRICE	MONTHLY RATE
Purchase – Month to Month	\$1799.00 (Before Discount Options)	\$21.95
60 Month	Subsidized	\$52.49
Allowable MMR Range	Subsidized	\$45.99 to \$64.99

SECURITY SENSE: Camera and Door Lock is Subsidized:

Point Total: 16

AGREEMENT LENGTH	PURCHASE PRICE	MONTHLY RATE
Purchase – Month to Month	\$1999.00 (Before Discount Options)	\$23.95
60 Month	Subsidized	\$56.99
Allowable MMR Range	Subsidized	\$45.99 to \$64.99

HOME SENSE: Lighting, Thermostat, Camera, and Door Lock is Subsidized:

Point Total: 19.5

AGREEMENT LENGTH	PURCHASE PRICE	MONTHLY RATE
Purchase – Month to Month	\$2099.00 (Before Discount Options)	\$24.95
60 Month	Subsidized	\$59.99
Allowable MMR Range	Subsidized	\$45.99 to \$64.99

ONLY for direct sales by DSR and door-to-door reps may the rep give the following discounts to customer who choose to purchase their system upfront and forgo an agreement for a month-to-month deal:

- 30% off Purchase Price for customers who pay for the system upfront and the activation fee is waived
- 25% off Purchase Price for customers who choose to pay for the system over a 3 month/90 day time period, upon approved credit, and the activation fee is waived

Option: DSR may raise the customer's monthly rate (MMR) by \$1.00 for every 1 point of protection given above the allotted points in a package without having to charge the customer an upgrade fee or without having to receive a personal deduction from funding.

EXHIBIT 7: RECRUITING BONUS PROGRAM

For each Direct Sales Representative or DSR that you hire, there is a \$200.00 recruiting bonus. The first \$100.00 to be paid out as soon as the new rep gets his/her first sale; and the second \$100.00 when the rep gets to 3 sales. Only qualified customers count.

In addition, you are part of an on-going bonus for RETENTION. For each rep in your downstream of people that is brought in by your recruits...you build your recruiting tree. The potential bonus per qualified customer install is \$15.00 per account. The following are the rules and regulations of this program:

1. QUALIFIED CUSTOMERS

Only qualified customer installs/accounts count towards this program. For details on a “qualified” customer please see Exhibit 1.

2. PROGRAM PAPERWORK

The Recruiting Program Form must be filled out for each recruit/hire. This form identifies the relationship between each sales rep and who they were recruited by. The established relationship may not be modified or changed without permission from Nexsense’s VP of Sales or a Nexsense Executive.

3. CALCULATION

Each month the qualified volume for each of your recruits and their downstream(s) is calculated. The ratio for the portion earned of the potential \$15.00 per account is based on the on-going-volume. This ratio is used as the factor in the calculation of the prior month’s volume to create the gross bonus amount. Each downstream amount is paid out to the appropriate recruiter and the remainder goes to the “top-of-the-tree” person.

See the following scale for volumes and ratios for the calculation:

ON-GOING-VOLUME	RATIO EARNED OF \$15
200	5%
400	10%
800	20%
1,700	30%
2,800	40%
4,300	50%
6,500	60%
9,000	70%
12,000	80%
15,000	90%
20,000	100%

EXHIBIT 8: RESPONSIBILITIES OF EACH PARTY

1. SERVICES BY DSR:

DSR agrees to engage in sales by finding and signing up customers to Nexsense's products and services. DSR is responsible for all completed paperwork.

DSR agrees to abstain from dishonest behavior and conduct. The following are behaviors that will NOT be tolerated by Nexsense and may lead to termination of this Agreement between the parties by Nexsense:

- A. Misrepresentations by DSR to customers, especially in takeover situations, such as...
 - i. Representing that the customer may cancel without obligation at any time, for customers who are financing/subsidizing their system. The customer is signing an agreement that they should consider as binding.
 - ii. Representing that the customer's current Dealer/monitoring station is no longer in business or has filed bankruptcy and that you are there to "save" them.
 - iii. Representing that Nexsense has purchased or merged with the customer's current Dealer/monitoring station and you are there to either give them a "free upgrade" or update their paperwork.
- B. Any statements to a customer that would be misleading or changes to the agreements that are verbal and not written clearly on the customer's agreement(s) will not be accepted.
 - i. ALL changes to the AMA, SOP, and/or QAF must be in writing and initialed by the customer.

2. GUARANTEES BY DSR:

DSR guarantees that the customer(s) he/she signs up in an agreement will pay for a minimum of the first 6 months and will not cancel; otherwise, DSR agrees to replace the agreement/customer account.

3. SERVICES BY NEXSENSE:

Nexsense agrees to professionally install customer accounts by licensed and trained technicians. Nexsense products include: lifetime service, warranty, programming to panel and to the central station (professionally rated), and customer training.

Nexsense's customer service and saves/retention teams will work with customers who express that they want to cancel. These teams will try all viable options to save the customer. The mission of Nexsense's customer service is to deliver service that a customer expects and deserves using the Golden Rule. If a customer is wanting to cancel for...

- fault that is ours, then we will let them out of their agreement
- fault that is theirs, then we will work with them to negotiate terms that work for all parties
 - a couple examples of fault belonging to the customer include situations like the following: (a) loss of their job, and (b) not staying current with their payments
- customer(s) that file for bankruptcy and send us the legal documents, then we will let them out of their agreement
- customer(s) that switch over to another company ("takeover"), then we will pursue the termination clause in the AMA which states the customer must pay 80% of the remaining payments due

Situations will be handled on a case-by-case basis with the utmost fairness.

4. COMPENSATION BY NEXSENSE:

DSR's compensation shall be based upon the terms of this Agreement.

A. Weekly Funding of Accounts:

DSR will be paid each Friday for customer accounts that have been installed the week prior and in which all paperwork has been completed and submitted to Nexsense.

B. Residual Incentives and Recruiting Bonus Program:

Bonuses to be paid of Friday of the first week of the sales cycle immediately following completion of the previous sales cycle. DSR's volumes and account portfolio status will be calculated and paid based on the residual level earned. In addition, sales volumes for the recruiting bonus program will also be calculated and paid based on the amount earned for the period.

EXHIBIT 9: THE LEGAL STUFF

1. DSR / CONTRACTOR RELATIONSHIP

DSR is considered an independent 1099 contractor and subsequently represents and agrees that for State or Federal Income Tax purposes, DSR will be paid as a "Direct Seller" as defined in Publication 15A of the Internal Revenue Service Employee Supplemental Tax Guide and; therefore, DSR is solely responsible for the timely payment of all taxes for any amounts paid to DSR under this Agreement including, but not limited to, all federal, state, or local taxes. DSR further represents and agrees that Nexsense is under no obligation to withhold any amounts for taxes for DSR, not to inform DSR of any tax obligations, prepare any tax reports, or transfer any amounts for taxes. W-9 paperwork is required.

2. DATES OF ENGAGEMENT

The term of this Agreement begins on date of signing Agreement and ends at the severability of the parties or the termination of DSR.

3. CODE OF CONDUCT

DSR agrees to be honest and ethical in all of DSR's dealings with Nexsense, its affiliates, or any customers or potential customers. If a customer complains to Nexsense or any governmental entity or cancels an account because of DSR's alleged dishonest, unethical or improper conduct, or because of an alleged violation of any of Nexsense's policies and procedures, Nexsense shall terminate this Agreement, and DSR shall be liable and responsible to Nexsense for any and all fines, damages, attorneys' fees and or costs incurred as a result of DSR's actions. DSR shall faithfully, and to the best of DSR's ability, perform all of the services and duties required under the expressed or implicit terms of this Agreement. DSR agrees to comply with all laws, rules, regulations or ordinances applicable to the services that DSR performs under this Agreement and that DSR will review and make himself or herself aware of said laws, rules, regulations or ordinances before performing any services for Nexsense under this Agreement.

4. MEDIA POLICY

For all requests from the media for information regarding Nexsense, employees, customers, policies, internal communications, sales processes, etc. ...DSR shall respectfully decline to comment and must direct all questions to the CEO or President of Nexsense. Please email or contact Dee Jones or Derrick Schutz at Nexsense concerning any issues. Nexsense recognizes the valuable role media plays in disseminating news to the public as well as others that follow our industry closely. Coordinating responses to questions from news and/or online media insures that the information provided is accurate and consistent. Failure to comply with this policy will result in disciplinary action, including possible termination of this Agreement.

5. DRUG TESTING

Nexsense is a drug-free work place and DSR is prohibited from manufacturing, distributing, dispensing, possessing, selling, or using illegal drugs or any other controlled substance not specifically prescribed to DSR, or alcoholic beverages at any Nexsense workplace, or while performing any services under this Agreement. Violation of this policy shall result in the termination of this Agreement. DSR represents, agrees and consents to random drug testing of DSR at the sole discretion of Nexsense. Testing will be done only for illegal drugs, controlled substances and alcohol use. DSR agrees that DSR's signature on this Agreement shall be DSR's express authorization to any such testing. DSR agrees and understands that DSR's failure to submit to a drug and alcohol test will result in immediate termination of this Agreement.

6. BACKGROUND CHECK

If DSR is selling under Nexsense's licensing then this agreement is contingent on Nexsense's receipt, evaluation and approval of background check on DSR. Accordingly, DSR hereby expressly authorizes Nexsense or any of its affiliates to perform a background check on DSR, and DSR shall cooperate in the performance of said background check, or failure to answer any background question fully and truthfully, will result in the termination of this Agreement. DSR represents that DSR has read and agrees to the terms of the Release Authorization and Disclosures set forth below in this section. The rules and regulations of background checks will be in compliance with federal guidelines and those set forth by the State in which you will sell.

DISCLOSURE TO DSR REGARDING PROCUREMENT OF A CONSUMER REPORT OR BACKGROUND CHECK:

In connection with your employment with Nexsense LLC, we may periodically procure a consumer report on you and fingerprint you for a background check to determine your continued eligibility for employment, to consider you for another position, and for licensing purposes. In the event that information from the report is utilized in whole or in part in making an adverse decision with regard to your employment, before making the adverse decision, we will provide you with a copy of the consumer report and a description in writing of your rights under the law. Please be advised that we may also obtain an investigative report including information as to your character, general reputation, personal characteristics, and mode of living. This information may be obtained by contacting your previous employers or references supplied by you. We may also obtain information about your driving history by searching your motor vehicle records.

Please be advised that you have the right to request, in writing, within a reasonable time, that we make a complete and accurate disclosure of the nature and scope of the information requested. Such disclosure will be made to you within 5 days of the date on which we receive the request from you or within 5 day of the time the report was first requested.

The Fair Credit Reporting Act gives you specific rights in dealing with consumer reporting agencies. You will be given a summary of these rights together with this document. By your signature below, you hereby authorize us to obtain a consumer report and investigative report

about you, including, but not limited to, motor vehicle records and criminal history records, at any time during your employment with Nexsense LLC.

DSR RELEASE AUTHORIZATION

I. In connection with this Agreement, I understand that a consumer report and/or an investigative consumer report and/or fingerprints for a background check may be requested that will include information as to my character, work habits, performance, and experience, along with reasons for termination of past employment. I understand that as directed by Nexsense policy and consistent with the services described, you may be requesting information from public and private sources about my: workers' compensation injuries, driving record, court record, education, credentials, credit, and references. If Nexsense policy requires, I am willing to submit to drug testing to detect the use of illegal drugs prior to and during employment.

II. Medical and workers' compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my employer from a Consumer Reporting Agency. If so, I will be notified and given the name and address of the agency or the source that provided the information.

III. I acknowledge that a telephonic facsimile (FAX) or photographic copy shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.

IV. California, Minnesota, and Oklahoma applicants only. If you want a copy of the report(s) ordered. For a copy of this report, request a copy from your manager.

V. I hereby authorize, without reservation, any law enforcement agency, institution, information service bureau, school, employer, reference or insurance company contacted by Nexsense, its agents or landlords, to furnish the information described in this section.

VI. I hereby authorize release of information from my Department of Transportation regulated drug and alcohol testing records by my previous employer to Nexsense LLC. This release is in accordance with DOT Regulation 49 CFR Part 40, Section 40.25. I understand that information to be released by my previous employer, is limited to the following DOT-regulated items: alcohol tests with a result of 0.04 or higher, verified positive drug tests, refusals to be tested, other violations of DOT agency drug and alcohol testing regulations, information obtained from previous employers of a drug and alcohol rule violation and any documentation of completion of the return-to-duty process following a rule violation.

7. LICENSING

DSR will (i) complete any and all necessary licensing applications, (ii) provide accurate and truthful information on all licensing applications or to any governmental entity that requests any information from DSR for purposes of licensing, permits, or other requirements for the performance of DSR's services under this Agreement, and (iii) not perform any services under this Agreement for Nexsense unless DSR has completed all licensing, permitting, or other requirements for said services, including, but not limited to, obtaining, if necessary, any and all licenses required for said services. DSR's failure or inability to obtain any license or permit necessary or required for DSR to perform services under this Agreement, or performance of any services under this Agreement without the necessary or required license or permit is a breach of this Agreement and shall result in the immediate termination of this Agreement.

8. SOLICITING OUT OF BOUNDARIES

Nexsense has specific area codes and boundaries for licensed areas that it may conduct business in. These boundaries are not to be taken lightly and DSR will not receive funding for any accounts that DSR sells outside Nexsense's designated areas.

9. TERMINATION OF AGREEMENT

DSR agrees that this Agreement may be terminated as follows:

- A. Termination by DSR. If DSR terminates this Agreement for any reason, DSR will not be entitled to any compensation subsequent to the DSR's termination of this Agreement, regardless of whether DSR would have been eligible or entitled to such compensation had DSR not terminated this. For purposes of this Agreement, "Compensation" shall be defined to include advances, bonuses, overrides, or incentives of any kind, but shall not include any unpaid funding of accounts that Nexsense has received from DSR as of the date of DSR's termination of this Agreement.
- B. Termination for Cause. If Nexsense terminates this Agreement For Cause, DSR agrees and understands that DSR will not be entitled to any compensation subsequent to DSR's termination of this Agreement, regardless of whether DSR would have been eligible or entitled to such compensation had this Agreement not been terminated by Nexsense. Termination "For Cause" shall include, but is not limited to, (i) commission of a crime involving moral turpitude, theft, fraud or deceit, (ii) conduct which brings Nexsense, or any of its affiliates into public disgrace or discredit, including, but not limited to, being arrested for a crime, (iii) voluntary termination of this Agreement, (iv) violation of Nexsense's rules, regulations, handbooks, manuals, policies, practices and procedures, including any provision of this Agreement, (v) falsification of paperwork, (vi) failure to perform any of DSR's obligations under this Agreement, or (vii) failure or inability to obtain any necessary or required license(s) or permit(s).
- C. Termination of Agreement by Nexsense without cause. If Nexsense terminates this Agreement other than For Cause, DSR's eligibility for all compensation that have not been paid will not be affected and the payment of compensation to DSR will be governed by this Agreement.

10. AMENDMENTS

No supplement, modification, amendment or waiver of the terms of this Agreement shall be binding on the parties hereto unless executed in writing by the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed to or shall constitute a waiver of any other provisions hereof (whether or not similar), not shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing. Any failure to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of any such terms or conditions.

11. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Nexsense LLC
772 E Technology Ave, Bldg E- STE 1100
Orem, UT 84097

DSR at the address listed on DSR's W-9.

12. FULL UNDERSTANDING

DSR acknowledges that DSR has carefully read and fully understands all of the provisions of this Agreement and that DSR is voluntarily entering into this Agreement.

The headings used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

13. CONFIDENTIALITY / NON-DISCLOSURE

Confidential Information is information that is private and not disclosed to the general public. It includes, but is not limited to, at least the following:

- Nexsense financial information
- Nexsense sales figures
- Nexsense sales strategies and training
- Nexsense technology...both new hardware and software developments and improvements
- Plans and methods of doing business, including marketing strategies
- Customer lists
- Recruiting lists
- Employee lists
- Supplier and vendor lists
- Pricing information
- Terms of agreements between Nexsense and employee, customer, central station, and/or vendor
- Information regarding Nexsense licensing and permits
- Information compiled in the Nexsense's CRM, Accounting system, or any other Nexsense database
- Trade secrets of any kind

From the effective date hereof, indefinitely and perpetually thereafter, DSR agrees that he/she will not use or disclose Confidential Information for any purpose except for the purpose of benefiting Nexsense as specifically instructed by Nexsense during the term of this Agreement. In addition, DSR agrees to use the highest degree of care in safeguarding Confidential Information against loss, theft, or inadvertent disclosure.

14. NON-SOLICITATION

In the event of termination of this Agreement and for a period of three (3) years from the date of such termination, DSR will not directly or indirectly engage in the following conduct, DSR will not aid, abet, assist, encourage, or influence others to do so: Induce or attempt to induce, solicit or attempt to solicit, or encourage or attempt to encourage, in any capacity, on DSR's behalf or on behalf of any other firm, person, or entity, (a) any current or former customer of Nexsense, or any parent, subsidiary, agent, DSR, affiliate, assignee, or assignor of said entities (herein defined as a "Customer") to terminate any agreement with Nexsense, or any other entity or to allow any such agreement to be cancelled, not renewed, or to enter into a agreement with another company for services or products similar to that provided to Customer under their agreement with Nexsense, or any other entity, or (b) employee, agent, DSR, affiliate, assignee, or assignor of said entities to terminate their relationship with that entity or work for an entity that competes with Nexsense or any parent, subsidiary, agent, DSR, affiliate, assignee, or assignor of said entities.

DSR acknowledges and agrees that the names, addresses, product specifications, and information regarding any Customers and/or employees of Nexsense, or any parent or subsidiary, agent, DSR, affiliate, assignee, or assignor of said entities, constitute Proprietary Information, and that the unauthorized use or disclosure of this or any other Proprietary Information. DSR will not engage in any unfair competition either during the term of DSR's employment or at any time thereafter. It is agreed that in the event that DSR violates this Section 14, Nexsense will be entitled to monetary damages of the monthly monitoring rate (MMR) for that Customer multiplied by Fifty (50); and in addition, any costs or damages incurred for violating this section in regards to Nexsense's employee(s).

15. ENTIRE AGREEMENT

This Agreement, together with all the Exhibits reference herein and attached hereto, represents the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior representations and agreements, whether oral or written,

pertaining to the subject matter hereof, and cannot be modified, changed, waived or terminated except by a writing signed by the parties. No course of conduct or trade custom or usage will in any way be used to explain, modify, amend or otherwise construe this Agreement.

16. 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 is held to be invalid, illegal or unenforceable in any respect under any applicable law or rules in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid illegal or unenforceable provision had never been contained herein.

17. CHOICE OF LAW, JURISDICTION AND VENUE

The parties agree that this Agreement shall be construed in accordance with, and governed by, the laws of the State of Utah, without regard to the application of conflicts of law principles. The parties agree that any suit, action or proceeding arising out of or relating to this Agreement must be instituted in a state court of competent jurisdiction located in Utah County, Utah and the parties hereby irrevocably submit to the exclusive jurisdiction of any such court.

18. SUCCESSORS IN INTEREST

This Agreement shall be binding upon and inure to the benefit of the successors or assigns of Nexsense.

BY SIGNING THIS AGREEMENT, DSR ACKNOWLEDGES THAT DSR HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT AND THAT DSC IS VOLUNTARILY ENTERING INTO THIS AGREEMENT.

DSR's Printed Name

DSR's Signature

Date_____

Nexsense LLC

Date_____