

DIRECT SALES LEADER AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby established (“ughh…now that’s a mouthful”),

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Direct Sales Leader (“DSL”) and Nexsense LLC (“Nexsense”), hereby enter into this Direct Sales Leader Employment Agreement (“Agreement”). This Agreement constitutes the terms of services to be provided by DSL to Nexsense.

We want get into Nexsense’s Core Values, which is the essence of our 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 will be the cornerstone of Nexsense. We are in business to serve people! 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! I have never experienced service quite like that!” 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.

Our core values are extremely important to us and central to our business. If you believe in these values as well and know that you can live them with us (we call this drinking the “purple stuff”) … then we want you to mentor and inspire your team(s) with us! Oh, heck with it…let’s just get to the stuff that is important to YOU.

EXHIBIT LIST

EXHIBIT 1 Pay Scale, Bonuses, and Overrides

EXHIBIT 2 Deductions

EXHIBIT 3 Nexsense Credit Criteria

EXHIBIT 4 Nexsense Packages

EXHIBIT 5 Product Price List - Upgrades & Point Values

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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- & 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

LEADER PAY ADVANCE

|  |  |
| --- | --- |
|  | RATE |
| WEEKLY | $800.00 |

Note: The purpose of the leader pay advance is to help the DSL in the ‘’ramp up’’ period when he / she is first employed. This advance is netted against commissions as explained below in commission section.

PERSONAL COMMISSION SCALE

|  |  |
| --- | --- |
| NUMBER OF SALES  WEEKLY | RATE |
| 1 - 2 | $550.00 |
| 3 | $670.00 |
| 4 - 5 | $720.00 |
| 6 - 8 | $770.00 |
| 9 - 11 | $820.00 |
| 12 + | $870.00 |
|  |  |

Note: Pay is based off of production. Commissions will be calculated and pay advances will netted out against commission total. DSL will be paid the greater of total pay advances or commission. To be paid on Friday immediately following the completion of the prior week’s sales cycle.

TEAM OVERRIDES

Team / Office Override:

|  |  |
| --- | --- |
| WEEKLY VOLUME | OVERRIDE |
| 1 | $70.00 |
| 20 | $120.00 |
| 40 | $140.00 |
| 60 | $160.00 |

Annual Residual Incentive:

|  |  |
| --- | --- |
| CUMULATIVE OFFICE VOLUME | RESIDUAL RATE |
| 1 - 199 | $ .15 |
| 200 - 399 | $ .20 |
| 400 - 599 | $ .30 |
| 600 - 799 | $ .40 |
| 800 - 999 | $ .50 |
| 1000 – 1199 | $ .75 |
| 1200 + | $1.00 |

Note: The residual will be paid out the first week following the end of each sales cycle per “qualified customer” account; and will continue for the length of the AMA per customer (ie: a 60 month agreement will have a residual that lasts for 60 months). To be eligible, DSL must be selling for Nexsense and have current sales for the month. The DSL’s office volume resets to zero annually on his employment date.

Recruiting Bonus Program:

|  |  |
| --- | --- |
| RECRUIT(S) | BONUS / OVERRIDE |
| See program on Exhibit 8 | Up to $15.00 per account |

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

* Home Sense Interactive System
* 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
* DSL 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

Expectations / Responsibilities of DSL:

At Nexsense, we believe that GREAT LEADERS are one of the most critical aspects of our company.  As such, we have created a program that allows for focus, motivation, and continual success for both the leaders and the reps under them.

Our program is divided into a 4 week Sales Cycle.  Each week has a specific purpose that allows DSLs to dedicate their time to each of their 3 major responsibilities: Recruiting, Training, and Selling.

Week 1:  RECRUITING

DSLs will take this time to spend recruiting their team.  At the beginning of their managing career, it will take a dedicated effort; but as the team becomes more established leaders will maintain their numbers to replace reps that aren’t being successful.

Week 2:  TRAINING

Leader’s primary responsibility this week is training their reps. New reps will require several hours of training to get them prepared to sell.  Experienced reps will have less hours in training sessions and then go out knocking after.

Some of this training time will be spent in classroom setting, and some will be spent with reps shadowing the DSL on the doors.

Week 3 and 4:  SELLING

These last two weeks of the cycle are designed to allow a very large increase in office sales.  Corporate will be assisting with incentives and competitions on a monthly basis to encourage and motivate, but DSLs are expected to set the example and show reps effective and successful ways of selling.

The better example a DSL can set, the more success that the DSL will have in the recruiting and training weeks during the next sales cycles.  The reps will listen and learn more from a DSL that can show how to make sales.

After the 4 weeks, the cycle repeats going into the week 1 recruiting period.

EXHIBIT 2: DEDUCTIONS

When the sales expectations from Exhibit 1 are not met, then the following deductions will apply to DSL’s pay per customer account:

PERSONAL DEDUCTIONS

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 DSL. 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 |

See Exhibit 6

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 DSL.

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

TEAM DEDUCTIONS

Activation Fees Waived by Team:

|  |  |
| --- | --- |
| ACTIVATIONS | <DEDUCTION> |
| Each Customer Activation Fee Waived | <-$20.00> |

Other Deductions for Team Behavior:

|  |  |
| --- | --- |
| PAYMENT TYPE | <DEDUCTION> |
| Lower Contract Length to 36 Month | <-$20.00> |
| Credit Scores Below 625 | <-$25.00> |
|  |  |

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 DSL 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). DSL 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. DSL 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 >= 700): Nexsense defines an “Excellent” credit customer as one who has a credit score of 700 or greater. DSL 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 DSL 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.

1. PACKAGES

Nexsense offers customer the option to purchase systems at a retail prices with discounts that only DSL and door-to-door reps may offer or finance through subsidized packages. Nexsense allows DSL 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):**

Package Contents

* 2GIG Go!Control panel
* Cellular with two-way voice
* 8 points (usually 3-4 door/windows, 1 fire fighter, 1 motion, and 1 glass break)
* 2 Yard signs and 5 stickers
* Alarm notifications
* Non-emergency notifications
* Lifetime service plan
* Lifetime move plan
* Certificate to lower home owner’s insurance

Upgrade(s)

* Indoor/outdoor video camera
* Automatic door lock
* Thermostat
* Light Bulb or Lamp or small appliance module

**ENERGY “SENSE” (11.5 points total):**

Package Contents

* 2GIG Go!Control panel
* Cellular with two-way voice
* 8 points
* 2 Yard signs and 5 stickers
* Alarm notifications
* Non-emergency notifications
* Lifetime service plan
* Lifetime move plan
* Certificate to lower home owner’s insurance

Subsidized

* 1 Thermostat
* 1 Light Bulb or Lamp or small appliance module

**SECURITY “SENSE” (16 points total):**

Package Contents

* 2GIG Go!Control panel
* Cellular with two-way voice
* 8 points
* 2 Yard signs and 5 stickers
* Alarm notifications
* Non-emergency notifications
* Lifetime service plan
* Lifetime move plan
* Certificate to lower home owner’s insurance

Subsidized

* 1 Indoor/outdoor video camera
* 1 Automatic door lock

**HOME “SENSE” CONNECTIVITY (19.5 points total):**

Package Contents

* 2GIG Go!Control panel
* Cellular with two-way voice
* 8 points
* 2 Yard signs and 5 stickers
* Alarm notifications
* Non-emergency notifications
* Lifetime service plan
* Lifetime move plan
* Certificate to lower home owner’s insurance

Subsidized

* 1 Indoor/outdoor video camera
* 1 Automatic door lock
* 1 Thermostat
* 1 Light Bulb or Lamp or small appliance module

A special offer that DSL 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.

1. 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.

DSL 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 DSL 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 DSL 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. DSL’s commission is adjusted downward by $30 per point.
3. DSL 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 DSL 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 DSL charges more than the standard MMR per package, the DSL earns $30 per point to commission (assuming MMR does not exceed allowable ranges. see exhibits1 & 6)
3. DSL 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 DSL 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 Touchsreen 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 DSL 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 DSL 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 DSL 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: DSL 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 DSL 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.

1. **PROGRAM PAPERWORK**

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

1. **CALCULATION**

Each sales cycle 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 sales cycle 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. These payments will made the first week of the sales cycle following a completed cycle.

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 DIRECT SALES LEADER**:

As Direct Sales Leader (DSL), your job is to represent Nexsense in a professional manner while adhering to Nexsense’s culture. As a leader we expect you to inspire, mentor, and motivate your team, while selling and leading by example.

DSL is required to engage in recruiting quality sales representatives; training, mentoring, and inspiring the sales representatives on your team; and in selling in a direct sales method (door-to-door). At the end of each shift DSL will turn in all of his/her stats as well as all completed paperwork and sales. DSL is also responsible for the paperwork of his/her team. DSL will make follow up visits and/or calls and keep all promises made to customers and potential customers. In addition, DSL will follow up with his/her team and potential recruits and keep all promises made.

DSL is required to put in the time necessary to make his office a success. Any days off must be approved by his supervisor and/or by a Nexsense Executive. Non-approved days off and failure to comply with this policy will result in disciplinary action, possibly including termination.

DSL 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:

* 1. Misrepresentations by DSL to customers, especially in takeover situations, such as…
     1. 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.
     2. 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.
     3. 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.
  2. 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.
     1. ALL changes to the AMA, SOP, and/or QAF must be in writing and initialed by the customer.

1. **GUARANTEES BY DIRECT SALES LEADER:**

DSL 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, DSL will be deducted for any compensation that was received.

1. **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.

1. **COMPENSATION BY NEXSENSE:**

DSL’s compensation shall be based upon the pay advance and commission arrangements as per this Agreement…note that the annual time frame is from your date-of-hire/anniversary date:

1. Weekly Funding of Accounts:

DSL 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.

1. Weekly pay advance.

DSL will be paid the pay advance every Friday. For days off and time off, please get the appropriate approvals and turn in the Request for Time Off form to payroll.

1. 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. DSL’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: RECRUITING & OFFICE INCENTIVE BUDGET

1. **RECRUITING BUDGET**:

$3.00 per qualified customer will be allotted to DSL as his/her recruiting budget to assist with the costs and preparations of building his/her team(s).

1. **OFFICE/TEAM INCENTIVES**:

$25.00 per month per Direct Sales Representative (DSR) that has at least 1 sale for the month is allotted for office and team building events. The purpose of this incentive is to build unity and cohesiveness for your team(s) and office(s). This budget is only to be used for the offices in which DSL is directly managing.

Any cash incentives given by DSL must be documented for reimbursement with the following: (a) DSR’s printed name and signature; (b) reason for the incentive; and (c) date the incentive was given. If cash incentives are not documented then any cash given and unaccounted for will be tracked and taxed to DSL. Abuses of this policy are not accepted and may result in termination.

1. **PER DIEM**:

$30.00 per day for food will be paid in Per Diem when DSL is required to travel. All other travel expenses such as air travel, car rentals, hotels, etc. should be booked and approved by Corporate prior to the travel.

1. **AUTHORIZED & UNAUTHORIZED EXPENDITURES:**

Only authorized expenditures are permitted for reimbursement. Original receipts and documents are required for reimbursement. Bank statements and/or credit card statements are not sufficient documentation for reimbursement.

The following is are lists (not all inclusive) of examples of authorized and unauthorized expenditures:

**Authorized Expenditures**: **Unauthorized Expenditures**:

Meals for recruiting Gas (even if driving for recruiting purposes)

Meals for office get-togethers Personal meals or groceries

Office incentives Personal office supplies

Office prizes Phone and phone bills

Licensing Computer Equipment and/or electronics

Others approved in writing by Nexsense Clothes (other than those provided by Nexsense)

If you have any questions please see your supervisor or Corporate.

1. **RECONCILIATION OF THE BUDGET:**

Authorized expenditure reimbursements will be reconciled and tracked against the budget, on a monthly basis, as stated in this Exhibit. For reimbursements done that exceed the earned budget, based on production/volume of accounts for the office and for the number of reps, the excess will be deducted from DSL’S pay.

EXHIBIT 10: THE LEGAL STUFF

1. DIRECT SALES LEADER EMPLOYMENT RELATIONSHIP

DSL represents and agrees that for State or Federal Income Tax purposes, DSL will be paid as a W-2 employee. Refer to the Nexsense Employee Handbook for all other explanations that are not detailed in this Agreement.

For all other purposes including worker’s compensation insurance and licensing requirements, DSL is an employee of Nexsense and Nexsense will provide coverage for DSL under Nexsense’s business insurance and, where required by state law, withhold employment taxes such as unemployment withholdings. DSL represents and agrees that this Agreement is not, and shall not be construed as, an offer or contract of employment for any period, an offer of guarantee of future employment an offer of guarantee of a future contractual relationship. DSL is an at will employee at will.

1. SERVICES

Nexsense desires to retain qualified leaders (DSL) to market the products and services of the Company; to recruit quality sales representatives; and to train, mentor, and inspire sales representatives. DSL agrees to be responsible for such services as are commensurate with and required by such position and any other services as Nexsense may assign or delegate to DSL from time to time. DSL acknowledges that Nexsense may establish sales and performance quotas.

1. COMPENSATION

The compensation that DSL shall receive for DSL’s services under this Agreement is set forth on Exhibit 1. DSL shall only be entitled to compensation for services performed pursuant to this Agreement, and DSL shall not be entitled to any compensation from Nexsense other than what is set forth in this Agreement.

1. INSURANCE

DSL is offered health insurance and benefits based on the corporate offered packages.

1. DATES OF EMPLOYMENT

The term of this Agreement begins on date of Agreement signing and ends at the separation of the parties or the termination of DSL. The DSL’s anniversary date for annual goals is based on the date of this Agreement; not based on a calendar year.

1. POLICIES AND PRACTICES

DSL agrees to abide by all Nexsense rules, regulations, handbooks, manuals, training, policies, practices and procedures, including, but not limited to, those Policies set forth in Exhibit 5 hereto. Nexsense, in its sole discretion, may from time to time amend, modify or revise its rules, regulations, handbooks, manuals, policies, practices and procedures. By signing this Agreement, DSL acknowledges and represents that DSL has received, reviewed, read and agrees to abide by all of the provisions in the Employee Handbook and Training Manual, including the Sexual Harassment Policy set forth therein. DSL shall not perform any services for Nexsense unless DSL is (i) authorized by Nexsense to perform services in that area, (ii) properly licensed to perform services in that area, and (iii) has previously obtained any and all permits or licenses required for the services DSL is performing in that area.

1. CODE OF CONDUCT

DSL agrees to be honest and ethical in all of DSL’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 DSL’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 DSL shall be liable and responsible to Nexsense for any and all fines, damages, attorneys’ fees and or costs incurred as a result of DSL’s actions. DSL shall faithfully, and to the best of DSL’s ability, perform all of the services and duties required under the expressed or implicit terms of this Agreement. DSL agrees to comply with all laws, rules, regulations or ordinances applicable to the services that DSL performs under this Agreement and that DSL will review and make himself or herself aware of said laws, rules, regulations or ordinances before performing any services for Nexsense under this Agreement.

1. MEDIA POLICY

For all requests from the media for information regarding Nexsense, employees, customers, policies, internal communications, sales processes, etc. …DSL 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 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.

1. DRUG TESTING

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

1. BACKGROUND CHECK

This agreement is contingent on Nexsense’s receipt, evaluation and approval of background check on DSL. Accordingly, DSL hereby expressly authorizes Nexsense or any of its affiliates to perform a background check on DSL, and DSL 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. DSL represents that DSL 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 EMPLOYEE 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 an 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.

EMPLOYEE RELEASE AUTHORIZATION

I. In connection with my employment, 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 company policy and consistent with the job 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 company 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. Minnesota, Oklahoma and California 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.

1. LICENSING

DSL 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 DSL for purposes of licensing, permits, or other requirements for the performance of DSL’s services under this Agreement, and (iii) not perform any services under this Agreement for Nexsense unless DSL 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. DSL’s failure or inability to obtain any license or permit necessary or required for DSL 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.

1. 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 any DSL that sells outside their designated and/or assigned area will receive a $250.00 per account deduction and will not receive credit for the account towards monthly volume.

1. TERMINATION OF AGREEMENT

DSL agrees that this Agreement may be terminated as follows:

1. Termination by DSL. If DSL terminates this Agreement for any reason, DSL will not be entitled to any Earnings subsequent to the DSL’s termination of this Agreement, regardless of whether DSL would have been eligible or entitled to such Earnings had DSLs not terminated this. For purposes of this Agreement, “Earnings” shall be defined to include advances, bonuses, overrides, or incentives of any kind, but shall not include any unpaid commissions that DSL earned as of the date of DSL’s termination of this Agreement.
2. Termination for Cause. If Nexsense terminates this Agreement For Cause, DSL agrees and understands that DSL will not be entitled to any Earnings subsequent to DSL’s termination of this Agreement, regardless of whether DSL would have been eligible or entitled to such Earnings 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 DSL’s obligations under this Agreement, or (vii) failure or inability to obtain any necessary or required license(s) or permit(s).
3. Termination of Agreement by Nexsense without cause. If Nexsense terminates this Agreement other than For Cause, DSL’s eligibility for all Earnings that have not been paid will not be affected and the payment of those Earnings to DSL will be governed by this Agreement.
4. 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.

Nexsense may change any and/or all of the Policies & Criteria outlined in this attachment at any time. Any changes will be published and will be available for review by DSL.

1. 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

DSL at the address listed on DSL’s W-9 application.

1. FULL UNDERSTANDING

DSL acknowledges that DSL has carefully read and fully understands all of the provisions of this Agreement and that DSL 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.

1. 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:

* Company financial information
* Company sales figures
* Company sales strategies and training
* Company 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 Company and employee, customer, central station, and/or vendor
* Information regarding company licensing and permits
* Information compiled in the Company’s CRM, Accounting system, or any other company database
* Trade secrets of any kind

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

1. NON-SOLICITATION

In the event of termination of this Agreement or DSL’s employment with Nexsense, and for a period of five (5) years from the date of such termination, DSL will not directly or indirectly engage in the following conduct, DSL 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 DSL’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, DSL, 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, DSL, 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, DSL, affiliate, assignee, or assignor of said entities.

DSL 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, DSL, affiliate, assignee, or assignor of said entities, constitute Proprietary Information, and that the unauthorized use or disclosure of this or any other Proprietary Information. DSL will not engage in any unfair competition either during the term of DSL’s employment or at any time thereafter. It is agreed that in the event that DSL violates this Section 15, 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).

1. 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.

1. 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.

1. 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.

1. 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, DSL ACKNOWLEDGES THAT DSL HAS CAREFLLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT AND THAT DSL IS VOLUNTARILY ENTERING INTO THIS AGREEMENT.

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DSL’s Printed Name

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DSL’s Signature

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Nexsense LLC