

BOUNDLESS ENERGY INC.
Sales Representative Contract



The manner in which the Services are to be performed and the specific hours to be worked by Sales Agent shall be determined by Sales Agent. Sales Agent shall devote its time, energy and attention to the benefit and business of Boundless Energy reasonably necessary to fulfill Sales Agent's obligations under this Contract.

Any outside work or employment engaged in by Sales Agent must not interfere or conflict with Sales Agent's ability to properly perform the Services or conflict with any provision of this Contract.

In rendering the Services under this Contract, Sales Agent shall conform to the high professional standards of work and business ethics. Sales Agent shall not use time, materials, or equipment of Boundless Energy without the prior written consent of Boundless Energy. In no event shall Sales Agent take any action or accept any assistance or engage in any activity that would result in any person, entity, or organization acquiring any rights of any nature in the results of work performed by or for Boundless Energy.

Sales Agent shall not use the service of any other person, entity, or organization (an "Assistant") in the performance of Sales Agent's duties without the prior written consent of Boundless Energy. Should Boundless Energy consent to the use by Sales Agent of the services of any Assistant, no information regarding the Services to be performed under this Contract shall be disclosed to that Assistant until such Assistant has executed an agreement to protect the confidentiality of Boundless Energy's Confidential Information (as defined below) and



Boundless Energy 's absolute and complete ownership of all right, title, and interest in the work performed under this Contract.

COMMISSION PAYMENTS.

Sales Agent will earn commissions based on the following profit sharing structure. The Sales Agent will be paid

50% of the profit earned from each installed sales order. A commission may be paid, but is not earned until the sales order has been installed and funded from the finance partner. Earned commissions shall be paid within seven (7) business days after Boundless Energy is funded by the finance partner. Upon the 20 Installed Sales order, Sales Rep percentage of the profit shall be increased to 60%

How commissions are calculated

Gross System Price – adders – dealer fees = Net System Price.

Net System Price / system size = Net PPW

(Net PPW – Baseline) x 0.8 = Commission Spread

(Commission Spread x System Size – (Lead Fee or commission split percentage - Site Audit Fee)) x **Profit Share %** = **Commission Earned**

When commissions are earned

Notwithstanding anything contained in this Agreement to the contrary, no commissions are earned until:



1. (b) installation is complete, (b) all approvals are obtained, (c) the project has been placed in service, and (d) Boundless Energy has received and irrevocably qualified for payment in full; and

2. (a) this Agreement with Sales Agent is still in force and effect and has not been terminated at the time full payment for a completed installation project has been received and finally earned by Boundless Energy, and (b) all paperwork for installation completion and activation has been completed, including without limitation obtaining and properly submitting all signatures, documentation and other items from the customer(s) including any and all re-signs, change orders, amendments, acknowledgements and other documentation.

If Boundless Energy is not paid in full for a completed installation job until after this Agreement is terminated by either party (for any reason, voluntarily or involuntarily), no commission is earned and no commission will be due and payable.

Unearned Advances or Paid Commissions

Any (i) unearned advances paid by Boundless Energy or (ii) commissions paid in advance (before the commissions are actually earned) ((i) and (ii) are referred to as “Advances”), shall be returned by Sales Agent if Sales Agent does not earn commissions at least equal to the Advances. If Sales Agent fails to return the Advances, Boundless Energy may deduct such an amount equal to the Advances from future earned commissions.



EXPENSE REIMBURSEMENT. Sales Agent shall pay all "out-of-pocket" expenses and shall not be entitled to reimbursement from Boundless Energy.

TERM/TERMINATION. This Contract may be terminated by either party immediately by delivering written notice to the other party.

RELATIONSHIP OF PARTIES. It is understood by the parties that Sales Agent is an independent contractor with respect to Boundless Energy, and not an employee of Boundless Energy. Boundless Energy will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Sales Agent. No workers' compensation insurance shall be obtained by Boundless Energy covering Sales Agent or Sales Agent's employees or agents.

Sales Agent shall be responsible for all taxes arising from compensation and other amounts paid under this Contract. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid



by Boundless Energy on behalf of Sales Agent or Sales Agent 's employees or agents. Sales Agent understands that Sales Agent is responsible to pay, according to law, Sales Agent's taxes and Sales Agent shall, when requested by Boundless Energy, properly document to Boundless Energy that any and all federal and state taxes have been paid.

Sales Agent is not authorized to speak for, represent, or obligate Boundless Energy in any manner without prior authorization from Boundless Energy.

DISCLOSURE. Sales Agent is required to disclose any outside activities or interests, including ownership or participation in the development of prior inventions, that conflict or may conflict with the best interests of Boundless Energy. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to:

- a product or product line of Boundless Energy
- any activity that Sales Agent may be involved with on behalf of Boundless Energy

Sales Agent covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of Boundless Energy during the duration of this Contract unless express written authorization to do so is given by Boundless Energy

ARBITRATION. Any controversy or claim arising out of or relating to this Contract, or any breach thereof, including, without limitation, any claim that this Contract, or any part thereof, is invalid, illegal or otherwise voidable or void, shall be submitted exclusively to final and binding arbitration before, and in accordance with, the Commercial Rules of the American Arbitration Association, and judgment upon the award may be entered in any court having



jurisdiction thereof; **provided, however, that this clause shall not be construed to limit any rights which Boundless Energy may have to apply to any court of competent jurisdiction for injunctive or other provisional relief.** The arbitrator agrees to determine the arbitrability of any dispute. This arbitration provision shall be deemed self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. Such arbitration shall be conducted by the American Arbitration Association, at its offices and shall be governed by the rules of the American Arbitration Association then in force and effect. The parties agree that the arbitrator shall not have the power to award punitive damages against any party.

EMPLOYEES. Sales Agent's employees, if any, who perform services for Boundless Energy under this Contract shall also be bound by the provisions of this Contract.

INDEMNIFICATION. Sales Agent agrees to indemnify and hold harmless Boundless Energy from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Boundless Energy that result from the acts or omissions of Sales Agent, Sales Agent's employees, if any, and Sales Agent's agents.

ASSIGNMENT. Sales Agent's obligations under this Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of Boundless Energy.

CONFIDENTIALITY. In performing the Services under this Contract, Sales Agent may be exposed to and will be required to use some of the following information:



- inventions
- products
- prices



- costs
- future plans
- business plans
- business affairs
- process information
- trade secrets
- customer lists
- techniques
- marketing plans

and other proprietary information (collectively, "Confidential Information") which are valuable, special and unique assets of Boundless Energy and need to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, Sales Agent agrees that Sales Agent will not at any time or in any manner during or after the term of this Contract for as long as such information retains the characteristics of Confidential Information, either directly or indirectly, use any Confidential Information for the benefit of any person, entity or organization other than Boundless Energy, or divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of Boundless Energy. Sales Agent will protect the Confidential Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Contract.

This Contract is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.



UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. If it appears that Sales Agent has disclosed (or has threatened to disclose) Confidential Information in violation of this Contract, Boundless Energy shall be entitled to an injunction to restrain Sales Agent from disclosing, in whole or in part, such Confidential Information, or from providing any services to any party to whom such Confidential Information has been disclosed or may be disclosed. Boundless Energy shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Contract shall remain in full force and effect after the termination of this Contract.

RETURN OF RECORDS. Upon termination of this Contract, Sales Agent shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in Sales Agent's possession or under Sales Agent's control and that are Boundless Energy's property or relate to Boundless Energy's business.

Any equipment provided by Boundless Energy to Sales Agent in connection with or furtherance of Sales Agent's Services under this Contract, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Contract, be returned to Boundless Energy.

NOTICES. All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:





IF for Boundless Energy:

Boundless Energy Inc
Riley Traveller CEO

11 Apex Drive Suite 302B.
Marlborough Mass. 01752

IF for Sales Agent:

Gabriel Hamilton
19 Russling Rd



Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

ENTIRE CONTRACT. This Contract contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

RIGHT TO INJUNCTIVE RELIEF. Sales Agent acknowledges that the terms of this Contract pertaining to Confidential Information, Conflict of Interest, Non-Competition, and Non-Solicitation are reasonably necessary to protect the legitimate interests of Boundless Energy, are reasonable in scope and duration, and are not unduly restrictive. Sales Agent



further acknowledges that a breach of any of the terms of this Contract pertaining to Confidential Information, Conflict of Interest, Non-Competition, and Non-Solicitation of this Contract will render irreparable harm to Boundless Energy, and that a remedy at law for breach of the Contract is inadequate, and that Boundless Energy shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Sales Agent acknowledges that an award of damages to Boundless Energy does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

NO CONFLICT. Sales Agent warrants that Sales Agent has not previously assumed any obligations inconsistent with those undertaken by Sales Agent under this Agreement and that performance of Sales Agent's obligations under this Agreement will not conflict with, result in the breach of or termination of, or constitute a default under any agreement to which Sales Agent is a party or by which Sales Agent is or may be bound. Sales Agent agrees that Sales Agent will not (i) use confidential or proprietary information of another party in



connection with performing Sales Agent's obligations under this Agreement, and (ii) provide any confidential information of another party to Boundless Energy.

APPLICABLE LAW. This Contract shall be governed by the laws of the Commonwealth of Massachusetts.

SIGNATURES. This Contract shall be signed on behalf of Boundless Energy Inc by Jay Pelletz, Business Manager and on behalf of Sales Agent by Gabriel Hamilton effective as of the date first above written.

EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.


Boundless Energy Inc.

By: _____
Jay Pelletz
President

Date Signed



Sales Agent

By: 

Gabriel Hamilton .

Sales Agent

2023-07-30

Date Signed

Non-Solicitation and Confidentiality Agreement

This Agreement is by and between Boundless Energy Inc. (referred to herein as “Boundless Energy” or the “Company”), a Massachusetts corporation having its principal place of business at 11 Apex Drive Suite 302B Marlborough, Massachusetts 01752, and Gabriel Hamilton (hereinafter referred to as “Independent Contractor”).

WHEREAS, the Company desires to have Independent Contractor agree to certain obligations to the Company regarding confidentiality, non-solicitation and innovations.

NOW, THEREFORE, in consideration of Independent Contractor’s hiring by the Company, and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Independent Contractor acknowledges that he/she is an Independent Contractor-at-will, and, as such, his/her contract agreement can be terminated, with or without cause, and with or without notice, at any time, at the option of either Independent Contractor or Boundless Energy. Nothing in this Agreement shall be construed to create any obligation on the part of Boundless Energy to contract with or continue to contract with Independent Contractor or any right on the part of Independent Contractor to continue to employ the services solely because of compliance with this Agreement, and this Agreement shall survive the termination of this agreement or other separate agreement between Independent Contractor and Boundless Energy. Independent Contractor agrees that this Agreement shall be binding upon him/her irrespective of the duration of his/her association with Boundless Energy, the reasons for the cessation of his/her association or other association with Boundless Energy, or the amount of his/her wages and/or salary.

2. Confidential Information. Independent Contractor is aware that Boundless Energy develops and utilizes, and that he/she will have, or has had and will continue to have, access to valuable technical and nontechnical trade secrets and confidential information including, but not limited to, knowledge, information and materials about the Company’s trade secrets, mailing lists, methods of operation, advertiser lists, advertisers, suppliers, client lists, customers, products, software, designs, schematics, services, know-how, business plans and confidential information about financial, marketing, pricing, compensation models, and other proprietary matters relating to the Company (“Confidential Information”), all of which constitutes a valuable part of the assets of the Company which the Company seeks to protect.

Accordingly, Independent Contractor shall not at any time during or after the termination of his/her services by Boundless Energy reveal, disclose or make known to any person (other than as may be required by law or in the performance of his/her duties), or use for his/her own or another’s

account or benefit, any such Confidential Information, whether or not developed, devised or otherwise created in whole or in part by the efforts of Independent Contractor.

Upon cessation of Independent Contractor's services, no documents, records or other matter or information belonging to the Company, whether prepared by Independent Contractor or otherwise, and relating in any way to the business of the Company, shall be taken or kept by Independent Contractor without the written consent of the Company.

3. Non-Solicitation. Independent Contractor acknowledges that, in the course of his/her relationship to the Company, he/she will have access to the Company's Confidential Information; and he/she will be intimately and directly involved in developing and maintaining the Company's goodwill and serving the Company's customers; and/or he/she will be responsible for selling and/or developing the Company's products and services to and soliciting business from the Company's customers and prospective customers. Accordingly, Independent Contractor agrees that, for the duration of this agreement **and for a period of two (2) years after Independent Contractor has ceased to be contracted by the Company for any reason**, Independent Contractor shall not, directly or indirectly, without prior written consent of the Company:

(a) solicit or accept any business, or provide any services, substantially similar to the business and services provided by Boundless Energy from or to any person, company, firm or organization, or any affiliate of the foregoing, which is or was a client or active prospect of Boundless Energy, for or on account of any individual, business enterprise, firm, partnership, association or corporation other than Boundless Energy; or

(b) solicit the employment of, entice away, or in any other manner persuade or attempt to persuade to leave Boundless Energy's employment or contractor agreement, any person employed, contracted by Boundless Energy or its subsidiaries.

4. Breach of Covenants. Independent Contractor acknowledges that the restrictions contained in Sections 2 and 3 above, in view of the nature of the business in which the Company is engaged, are reasonable and necessary to protect the legitimate interests of the Company. Independent Contractor understands that the remedies at law for his/her violation of any of the covenants or provisions of Sections 2 and 3 will be inadequate, that such violations will cause irreparable injury within a short period of time, and that the Company shall be entitled to preliminary injunctive relief and other injunctive relief against such violation. Such injunctive relief shall be in addition to, and in no way in limitation of, any and all other remedies the Company shall have in law and equity for the enforcement of those covenants and provisions. Independent Contractor further agrees that he/she shall reimburse the Company for all reasonable attorneys' fees incurred by the Company in seeking relief for his/her breach of this Agreement.

5. Change in Position or Pay. Independent Contractor agrees this Agreement shall remain in full force and effect regardless of any change in position, title or compensation which may be

implemented during his/her contract with the Company.

6. Authority to Enter Agreement. Independent Contractor represents and warrants that he/she has the full and unrestricted right and authority to enter into and perform under this Agreement, that entering into and performing under this Agreement does not and shall not breach or violate or conflict with any provision of any agreement or understanding, oral or written, between Independent Contractor and any third party (including any previous employer), and that Independent Contractor has not and shall not disclose to the Company or any of its Independent Contractors, employees or consultants any confidential, proprietary or secret information of any third party to whom he/she is under a duty of confidentiality. Independent Contractor agrees to defend, indemnify and hold harmless the Company and its officers, Independent Contractors, directors, employees, and shareholders for, from and against any and all claims, suits, proceedings, costs, expenses, liabilities and damages that arise or may arise from any breach of any of the foregoing representations and warranties.

7. Waiver of Breach. The waiver of either party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either the Company or Independent Contractor. The failure to enforce any provision(s) of this Agreement shall not be construed as a waiver of such provision(s).

8. Severability. Each provision and the subparts of each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses of the Agreement. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity, subject or otherwise, so as to be unenforceable by law, a court may, in its discretion, reform or otherwise revise this Agreement so as to render it valid and enforceable to the extent necessary to protect the Company's legitimate business interests. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

9. Assignment. This Agreement shall be fully assignable by the Company, and may, without limitation of the foregoing, be assigned by the Company to a successor of the Company.

10. Notice Regarding Immunity from Liability For Confidential Disclosure Of A Trade Secret To The Government Or In A Court Filing. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected

violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

11. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by both parties hereto.

12. Governing Law. This Agreement is made in, and shall be governed by, the laws of the Commonwealth of Massachusetts without reference to its conflict of laws provisions. Any claims or legal actions by one party against the other for alleged breach of this Agreement shall be commenced and maintained in a state or federal court located in Massachusetts, and each party hereby submits to the jurisdiction and venue of any such court.

13. Understanding of Agreement. Independent Contractor acknowledges that he/she has read and fully understands the terms of this Agreement; that he/she has consulted and received the advice of counsel regarding same or has had sufficient opportunity to do so; and that he/she has executed this Agreement freely and voluntarily.

IN WITNESS WHEREOF, the parties hereto, individually or by their duly authorized representative, have executed this Agreement under seal as of the day and year written below.

BOUNDLESS ENERGY INC.

INDEPENDENT CONTRACTOR

By: _____

Jay Pelletz
President

Gabriel Hamilton



Dated: _____

Dated: 2023-07-30