

S&D Wash Management LLC - Salesperson Commission Agreement

This Agreement ("Agreement") is made and effective on January 15, 2025 by and between Noah Coleman "Salesperson") and S&D Wash Management LLC ("Company").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. Definitions.

As used herein, the following terms shall have the meanings set forth below:

- A. "Products" shall mean the following of Company's products to be sold by the Salesperson
- B. Territory shall mean car dealership accounts as agreed upon by Salesperson and the Company.

2. Appointment.

Company hereby appoints Salesperson as a non-exclusive salesperson for its Products, and Salesperson hereby accepts such appointment. Salesperson sole authority shall be to solicit orders for the Products in the Territory in accordance with the terms of this Agreement. Salesperson shall not have the authority to make any commitments whatsoever on behalf of Company, and be fully responsible for keeping his or her customers duly informed of this limit on Salesperson authority to make agreements on behalf of the Company with the customer.

3. General Duties.

Salesperson shall use best efforts to promote the Products and maximize the sale of the Products in the Territory and also provide reasonable assistance to Company in promotional activities in the Territory such as online emails, trade shows, product presentations, sales calls and other activities of Company with respect to the Products. Salesperson shall also provide reasonable "after sale" support to Product purchasers and generally perform such sales related activities as are reasonable to promote the Products and the goodwill of Company in the Territory, in the line of business the Company is in. Salesperson will devote adequate time and effort to perform its obligations. Salesperson shall neither advertise the Products outside the Territory nor solicit sales from purchasers located outside the Territory without the prior written consent of the Company.

4. Reserved Rights.

Company reserves the right to solicit orders directly from and sell directly to any end users or other wholesale or retail buyers within the Territory. Salesperson's task is to solicit orders from all potential wholesale customers in the Territory including wholesalers, distributors,

resellers, dealers, value-added resellers, telemarketing companies and retail or website distribution chains, unless agreed otherwise elsewhere in this agreement. Company solely owns all client information, websites or other properties created to solicit sales for the Company.

5. Conflict of Interest.

Salesperson warrants to Company that it does not currently represent or promote any lines or products that compete with the Company's Products. During the term of this Agreement, Salesperson shall not represent, promote or otherwise try to sell within the Territory any lines or products that compete with the Products covered by this Agreement within the sales channels agreed upon by Company and Salesperson. Rep shall provide the Company with a list of the companies and products that it currently represents.

6. Commissions.

Compensation. Salesperson's commission under the terms of this Agreement shall be a commission computed as follows: 10% of gross sales based upon subscription pricing. For pricing that is below stated wholesale pricing commission compensation shall be agreed upon at the time of quotation.

Time of Payment. The commission on a given order shall be paid on or before the 10th day of the month following the receipt of customer payment.

Commission Charge-Back. Company shall have the absolute right to set forth cash discounts, to make such allowances and adjustments to accept such returns from its customers, and to write off as bad debts such overdue customer accounts as it deems advisable. In each such case Company shall charge back to the Salesperson's account any amounts previously paid or credited to it with respect to such cash discounts, allowances, adjustments, return or bad debts. However, Company agrees that the amount of any cash discount provided to a customer and charged back to Salesperson shall not exceed the sales price. Payment to Salesperson upon receipt of customer payments and for the percentage agreed upon eliminates most of these areas for dispute, which the parties acknowledge herein.

Annual Inspection of Records. Salesperson shall have the right, at its own expense and not more than once per year, to inspect at reasonable times Company's relevant accounting records to verify the accuracy of commissions paid by Company under the terms of this Agreement. If the audit correctly reveals that Company has underpaid Salesperson the amount of underpayment shall be paid to the Salesperson. Unless otherwise stipulated, this date shall be January 31 of each year. In no event shall an audit be permitted for more than the past 12 months. Therefore, any amounts possibly due prior to this year and one day, are not subject to Salesperson might make.

10. Sale of the Products.

Prices and Terms of Sale. Company shall provide Salesperson with copies of its current price lists, delivery schedules, and standard terms and conditions of sale, as established from time to time. Salesperson shall quote to customers only those authorized prices, delivery schedules, and terms Salesperson. Each order shall be controlled by the prices, delivery schedules, and terms and conditions in effect at the time the order is accepted, and all quotations by Salesperson shall contain a statement to that effect.

Quotations. Salesperson shall promptly furnish to Company copies of all quotations submitted to customers. Each quotation shall accurately reflect the terms of this Agreement.

Acceptance. All agreements obtained by Salesperson shall be subject to final acceptance by Company at its principal office and all quotations by Salesperson shall contain a statement to that effect. Salesperson shall have no authority to make any acceptance or delivery commitments to customers. Company specifically reserves the right to reject any order or any part thereof for any reason.

Credit Approval. Company shall have the sole right of credit approval or credit refusal for customers in all cases, with or without cause.

Collection. Full responsibility for collection from customers rests with Company, provided that Salesperson shall at Company's request assist in such collection efforts.

Inquiries from Outside the Territory. Salesperson shall promptly submit to Company, for Company's attention and handling, the originals of all inquiries received by Salesperson from customers outside the Territory.

11. Term and Termination.

A. Term. This Agreement shall commence on and continue thereafter, unless terminated earlier as provided herein. This Agreement shall continue until terminated at the end of employment.

B. Return of Materials. All of Company's trademarks, trade names, patents, copyrights, designs, drawings, formulas or other data, photographs, demonstrators, literature, and sales aids of every kind shall remain the property of Company. Within 3 days after the termination of this Agreement, Salesperson shall return all such items to company. Salesperson shall not make or retain any copies of any confidential items or information that may have been entrusted to it. Effective upon the termination of this Agreement, Salesperson shall cease to use including but not limited to; all trademarks, marks and trade name of Company, Company websites, and all the Salesperson client contact information.

13. Trade Secrets And Confidential Information

During the course of my representation of the Company I may acquire knowledge of the company's trade secrets and other proprietary information relating to its business, business methods, personnel, and customers (collectively referenced as "Confidential Information") Trade Secrets are defined as information, including but not limited to a formula, pattern, compilation, program, device, method, technique, or process, that (1) derives independent economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under circumstances to maintain its secrecy. The company's trade secrets include but are not limited to the following:

- The names, address and contact information of the company's customers and prospective customers, as well as any other personal or financial information relating to any customer or prospect, including without limitation, account numbers, balances, portfolios, maturity and/or expiration or renewal dates, loans, policies, investment activities, purchasing practices, insurance, annuity policies and objectives.
- Any information concerning the company's operations, including without limitation related to its methods, services, pricing, costs, margins, and mark ups, finances, practices, strategies, business plans, agreements, decision making, systems, technology, policies, procedures, marketing, sales, techniques, agent information, and processes.
- Any other proprietary and/or confidential information relating to the company's customers, employees, products, services, sales, technologies, or business affairs.

I understand that records of the company also constitute confidential information and that my obligation to maintain the confidentiality thereof continues at all times during and after my employment. "Records" include, but are not limited to, original, duplicated, computerized, memorized, handwritten or any other form of information, whether contained in materials provided to me by the company, or any institution acquired by the company, or compiled by me in any form or manner including information in documents or electronic devices, such as software, flowcharts, graphs, spreadsheets, resource manuals, videotapes, calendars, day timers, planners, rolodexes, or telephone directories maintained in personal computers, laptop computers, personal digital assistants or any other device. These records do not become any less confidential or proprietary to the company because I may commit some of them to memory or because I may otherwise maintain them outside of the company's offices.

I agree that any confidential information of the company is to me solely and exclusively for the purpose of conducting business on behalf of the company. I am expected to keep such confidential information confidential and not to divulge, use or disclose this information except for that purpose. If I resign or am terminated from my employment for any reason, I agree to immediately

return to the company all records and confidential information, including information maintained by me in my office, personal electronic devices, and/or at home.

14. Non-Solicitation Of The Company's Customers And Employees

I agree that for a period of two (2) years immediately following the conclusion of My representation of the Company, for any reason, I will not do any of the following, directly or indirectly or through associates, agents, or employees:

- a. Solicit, recruit or promote the solicitation or recruitment of any employee or consultant of the company for the purpose of encouraging that employee or consultant to leave the company's employ or sever an agreement for services;
- b. Solicit, participate in or promote the solicitation of any of the company's clients, customers, or prospective customers with whom I had material contact and/or regarding Whom I received confidential information, for the purpose of providing products or services that are in competition with the company's products or services ("competitive Products/Services"). "Material Contact" means interaction between me and the customer, client or prospective customer within one (1) year prior to my last day as a team member which takes place to manage, service or further the business relationship; or
- c. Accept business from or provide Competitive Products/Services to customers or clients of the Company:
 - i. With whom I had Material Contact, and/or
 - ii. Were clients or customers of the company within six (6) months prior to end of my representation of the Company.

15. Notices.

Any notices required or permitted by this Agreement shall be deemed given if sent by certified mail, postage prepaid, return receipt requested or by recognized an overnight delivery service such as FedEx:

Company: S&D Car Wash Management 6020 West Oaks Blvd, Ste 300. **Rocklin, CA 95677**

Salesperson Address. Noah Coleman DBA CoDev Marketing
630 W Allen Cove, Midvale UT 84047

16. No Waiver.

The waiver or failure of either party to exercise in any respect any right provided in this agreement shall not be deemed a waiver of any other right or remedy to which the party may be

entitled.

17. Injunctive Relief & Damages.

Recognizing the irreparable nature of the injury that could be done by my violation of this Agreement and that money damages would be inadequate compensation to the company, it is agreed that any violation of this Agreement by me should be the proper subject for immediate injunctive relief, specific performance and other equitable relief to the company. I further agree to communicate the contents of this section and the non-disclosure sections of this agreement to any prospective employer.

18. Entirety of Agreement.

The terms and conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both parties.

19. Governing Law.

This Agreement shall be construed and enforced according to the laws of the State of UTAH and any dispute under this Agreement must be brought in this venue and no other.

20. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

21. Severability And Judicial Modification

If any provision of this agreement is held to be invalid or unenforceable, the Remaining provisions shall remain in full force and effect and the invalid or unenforceable provision shall be modified only to the extent necessary to render that provision valid and enforceable to the fullest extent permitted by law. If the invalid or unenforceable provision cannot be modified, that the provision shall be severed from agreement and all other provisions shall remain valid and enforceable.

In Witness whereof, the parties have executed this Agreement as of the date first written above.

Nate Cox
S&D Wash Management (Quick Quack)

Noah Coleman

Noah Coleman
CoDev Marketing