



Direct Marketing Master Services Agreement

DIRECT MARKETING MASTER SERVICES AGREEMENT (this "Agreement") is made as of 06/26/2017 ("Effective Date") by [REDACTED] City Energy, a [REDACTED] with an address at 375 PEARSALL AVE. CEDARHURST, LONG ISLAND NY 11516 (hereinafter, "Company") and [REDACTED] Partners Group LLC, a Florida limited liability Company, with an address at 9822 NE 2nd Avenue, Suite 12, Miami Shores, Florida 33138 DBA NY State Solar (hereinafter "Contractor"), hereinafter, "Parties".

RECITALS

WHEREAS, Company desires to appoint Contractor on a non-exclusive basis to solicit customers for residential and commercial solar photovoltaic systems installations ("Systems" or "System") in conjunction with the terms and conditions contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of good and valuable consideration and the terms contained herein, intending to be legally bound, Company and Contractor agree as follows:

1. SERVICES; RELATIONSHIP

The Parties hereby acknowledge and agree that their relationship is one of independent contracting parties and that this Agreement does not create a general agency, joint venture, employment relationship, partnership, joint venture, agency, fiduciary, special relationship or franchise between them. A party to this Agreement shall have no power to, and shall not purport to bind or obligate the other party for any expense, liability or obligation without express written agreement unless allowed by this Agreement.

2. COMPENSATION; PROCESS

During the Term of this Agreement and subject to the terms and conditions below, Company shall pay the compensation due in accordance with Exhibit A to Contractor, on or before the Sixtieth (60th) day following the date a customer enters into contract to have the Company install a System at their Site. Said compensation shall be full and total compensation due to Contractor. All terms under Exhibit A may be changed upon at least Sixty (60) days advance written notice. Compensation is payable for any referrals or sales of future products or services that result from Contractors original acquisition of a customer under this agreement, as defined by section 4.b.

The process for approval and acceptance of a System, project or other order shall be defined in Exhibit A.

3. NON-SOLICITATION

- a. During the Term of this Agreement, including any renewals thereof, and for two (2) years thereafter, Contractor shall not hire or solicit for the purpose of hiring, any current or former officer, employee or independent contractor (that is a natural person) or similar persons of Company, without the prior written consent of Company.
- b. During the Term of this Agreement, including any renewals thereof, and for two (2) years thereafter, Company shall not hire or solicit for the purpose of hiring, any current or former officer, employee or independent contractor (that is a natural person) or similar persons of Contractor without the prior written consent of Contractor.