

## **Independent Consultant Application and Agreement**

### **I. Parties**

This Independent Consultant Application and Agreement (hereinafter referred to as this “IC Agreement”) shall be binding between TPN Group Holdings LLC, a Delaware Corporation with its address at 1309 S. 204<sup>th</sup> Street, Suite 325 – Elkhorn, NE 68022 (hereinafter referred to as “The Company”), and the undersigned and contracted independent consultant (hereinafter referred to as “Independent Consultant”).

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Independent Consultant and The Company hereby agree as follows:

### **II. Intention to Terminate Existing Agreements and Enter into this Agreement**

Independent Consultant desires to enter into a business relationship with The Company utilizing the products or services provided by The Company and agrees to the covenants and the agreements contained in this IC Agreement. This IC Agreement replaces and negates any previous independent contractor and similar agreements between The Company or any of its current or former Company Affiliates (defined in IV), and the already contracted or previously contracted Independent Consultant.

If the Independent Consultant executing this IC Agreement is a corporation, limited liability company, or partnership then such Independent Consultant hereby represents and warrants to The Company that the Independent Consultant is duly organized, validly existing and in good standing under the laws of state of incorporation, and is duly qualified to do business in each state comprising part of its Territory. Independent Consultant further represents and warrants to The Company that the execution and delivery of this IC Agreement by Independent Consultant has been duly authorized by all necessary corporate action of such corporation, limited liability company or partnership, and that this IC Agreement constitutes a valid and binding obligation of the corporation, limited liability company, or partnership, enforceable in accordance with its terms.

### **III. General**

**WHEREAS**, The Company offers various energy and waste products, services, and solutions.

**WHEREAS**, The Company has certain property intellectual, and otherwise, related to a business venture, including any and all concepts, systems, programs, files, information, written material, art, film, graphics, forms, data, client or prospect lists, products, services, knowledge, copyrights or trademarks applicable thereto (collectively known as the “Concept”), which it deems confidential, and specifically relating to the sale or marketing of such concepts to third parties;

**WHEREAS**, The Company is willing to disclose proprietary and confidential information concerning the Concept to Independent Consultant;

**WHEREAS**, The Company is willing to provide confidential information, contact with, or

disclose existing, pending, or future business partners, alliances, affiliations, other Active ICs (defined in IV), clients, prospective clients or other business relationships between The Company and other parties; and

**WHEREAS**, Independent Consultant is willing to, among other obligations, not to circumvent The Company and not solicited business by using or attempting to use or work directly or indirectly with either the Concept and other Confidential Information (Confidential Information is defined in XXII) or existing, pending, or future business partners, alliances, affiliations, clients, other Active ICs, former independent consultants, prospective clients or other business relationships, outside of the structure of The Company, whether directly or indirectly or to the detriment of The Company.

**NOW THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

**DISCLOSURES BY THE COMPANY TO THE INDEPENDENT CONSULTANT AND CONFLICTS OF INTEREST:**

(a) The Company may disclose such Conditional Information as it may have, or subsequently develop or obtain, to the Independent Consultant with regard to the Concept.

(b) The Independent Consultant shall disclose at the time of executing this IC Agreement and in the future, should any arise, all potential conflicts of interest that may exist or arise by virtue of the Independent Consultant selling or marketing any other product or service whatsoever. The Independent Consultant shall make such disclosure in the space provided in “XXX. Disclosure of Potential Conflicts of Interest”. Subsequent disclosures shall be made to The Company in writing not less than thirty (30) days prior to consummating an agreement to represent such potentially conflicting product or service. The IC must send notification to The Company by email to [legal@theprofessionalsnetwork.net](mailto:legal@theprofessionalsnetwork.net) and by certified mail to TPN Group Holdings LLC – 1309 S. 204<sup>th</sup> Street, Suite 325 – Elkhorn, NE 68022.

(c) The Company may decline to enter into this IC Agreement, if any of the disclosed potential conflicts of interest, at the discretion of The Company, are deemed a significant risk to The Company and its present structure or contemplated structure and or business relationships or contemplated business relationships with customers, clients or other companies.

(d) If any future disclosure by the Independent Consultant constitutes, at the discretion of The Company, a significant risk to The Company’s business relationships with other companies of which products or services are sold or marketed through The Company, The Company may notify Independent Consultant that it or they must cease and desist from representing such other product or service, or risk termination of this IC Agreement as a breach.

(e) If there is a potential conflict of interest that is not disclosed to The Company, the potential conflict of interest shall constitute a breach that is not curable by the Independent Consultant, The Company may terminate this IC Agreement upon written notice to Independent Consultant and Independent Consultant shall not be entitled to receive any further compensation.

**PURPOSE:** Independent Consultant agrees that this disclosure is for the purpose of Independent Consultant or IC Affiliates engaging in the Concept and in the interest or the potential interest of its or their client(s) or potential client(s) in the Concept.

**LIMITATIONS ON USE:** Independent Consultant agrees not to manufacture, sell, deal in, duplicate, disclose, reverse engineer, share, release or otherwise use or appropriate the Concept or other Confidential Information in any way whatsoever, except for the purpose stated herein. Independent Consultant is specifically prohibited from adapting, imitating, redesigning, altering, or modifying in any way the Concept or other Confidential Information provided about the products or services covered by the Concept. Nothing contained in this IC Agreement shall be deemed to give Independent Consultant any license, proprietary, intellectual or other property rights whatsoever to the Concept.

**NON-CIRCUMVENTION:** Independent Consultant understands that the Concept may disclose existing, pending, or potential business partners, alliances, Company Affiliates, other Active ICs, clients, prospective clients or other business relationships between The Company or other parties. Independent Consultant agrees with respect to the Concept and other Confidential Information, not to deal with or attempt to deal with directly or indirectly such other parties as may be disclosed in the Confidential Information, except as authorized by the CEO of The Company, and acknowledges that such direct or indirect contact could irreparably damage The Company.

**WAIVER OF BREACH:** Each party reserve the right to waive any breach by the other party of any covenant of this IC Agreement and any of the other Agreement(s) (defined in IV) without prejudice to enforcement of any future breach.

**IV. Certain Definitions and Related Terms**

**Cause** - “Cause” means the material failure by the Independent Consultant to perform the Independent Consultant’s duties hereunder; the Independent Consultant’s disregard of the Independent Consultant’s duties; the failure by the Independent Consultant to observe and perform its obligations under the other Agreement(s), The Company’s written policies which are generally applicable to similarly situated independent consultants of Company; negligence or willful misconduct by the Independent Consultant in the performance of the Independent Consultant’s duties in this IC Agreement or any of the other Agreement(s); insubordination; any violation of IX (Morality Clause); unauthorized disclosure or misuse of Confidential Information; a conviction of or a plea of guilty or nolo contendere by the Independent Consultant to any act of fraud, theft or dishonesty with respect to Company, or a conviction of a felony criminal act that would have an adverse impact on Company; the breach by the Independent Consultant of this IC Agreement or any other agreement or contract with The Company; or the violation by Independent Consultant of any state or federal law relating to the workplace environment (including, without limitation, laws relating to sexual harassment or age, sex or other prohibited discrimination).

**Independent Consultant** – Is the person or entity that signs this IC Agreement and is authorized by The Company, through the issuance of an Independent Consultant number to sell or market approved products or services offered by The Company. Any reference

to Independent Consultant in this IC Agreement shall include, without limitation, any IC Affiliates. If Independent Consultant is a corporation, the restrictions herein shall apply to each officer, director and shareholder of Independent Consultant and each employee or agent thereof who carries out the duties of Independent Consultant under this IC Agreement. If Independent Consultant is a limited liability company, the restrictions herein shall apply to each members and manager of Independent Consultant and each employee or agent thereof who carries out the duties of Independent Consultant under this IC Agreement.

**Affiliates of Independent Consultant** – “IC Affiliate” means, without limitation, any business enterprise, joint venture, corporation, partnership, proprietorship, agent, agency, representative, subcontractor or employee with whom Independent Consultant is now or may hereafter become affiliated, directly or indirectly, in connection with the Concept or the securing and filling of orders for products or services on behalf of The Company.

**Company Affiliates** – “Company Affiliate” means any parent, subsidiary, or sister entity of The Company, and includes, without limitation, The Professionals Network, LLC, EN Solutions Network LLC and Waste Solutions Network LLC.

**Agreement(s)** – This IC Agreement, the Addendum to TPN Group Holdings LLC Independent Consultant Application and Agreement attached hereto, the WebOffice Application attached hereto, the Code of Conduct attached hereto, and any and all additional Agreements, Addendum, Addenda, Roles and Responsibilities, and Standard Operating Procedures or other pertinent documents of The Company (hereinafter collectively referred to as “Agreement(s)”).

**Active IC** – “Active IC” means an independent consultant that or who maintains active communication with The Company, continues to actively perform in its or their role as an independent consultant, by complying with all of The Company’s Agreement(s) and as additionally measured by continuing to pay the monthly WebOffice subscription fee. Independent Consultant is an Active IC.

**V. Payment of Commissions or Bonuses**

(a) The Independent Consultant will be paid commissions, bonuses or overrides on sales as set forth in the Addendum to TPN Group Holdings LLC Independent Consultant Application and Agreement.

(b) The parties acknowledge and agree, notwithstanding any terms in this IC Agreement or any of the Agreement(s), Independent Consultant’s compensation under this IC Agreement and all Agreement(s) is not duplicative as Independent Consultant will be paid only once for each amount of compensation earned for a client contract, whether it is earned and paid by The Company or one of the Company Affiliates.

**VI. The Company Policies and Code of Conduct**

By entering into this IC Agreement, the Independent Consultant understands and agree(s) that it or they have been provided with a copy of The Company's Code of Conduct and agrees to conduct its or their business according to the mandates set forth within The

Company policies. The Code of Conduct may be amended per management's discretion at any time and the Independent Consultant understands and agrees to conduct its or their business according to the mandate set forth in the revised Code of Conduct. Upon revision, The Company will provide a copy to all Independent Consultants by sending an email to Independent Consultant's TPN Group Holdings LLC email and by posting within The Company's file share platform.

**VII. Legal Compliance**

The parties agree to comply with all local, state, and federal laws, regulations, statutes and ordinances governing the relationships and activities of the parties.

**VIII. Independent Consultant's Personal Background**

By entering into this IC Agreement, the Independent Consultant understands and agrees that the Independent Consultant authorizes The Company to procure a criminal background check and verification of any pertinent licenses at any time while Independent Consultant remains an Active IC. The Independent Consultant also agrees to verifications of the Independent Consultant's social security number or employer identification number. In the event the Independent Consultant resides outside of the United States of America, Independent Consultant agrees to verification of such personal identification numbers, codes, or other methodology used by its or their presiding government to affirmatively identify themselves as citizens of such country. Independent Consultant is not authorized to market products or services on behalf of The Company if the Independent Consultant has ever been convicted of a felony or a criminal misdemeanor involving fraud or any related statute or regulation.

**IX. Morality Clause**

During the Term of this IC Agreement, Independent Consultant shall act at all times with due regard to public morals and conventions. If Independent Consultant has committed or shall commit any act or do anything that is or shall be an offense involving moral turpitude under federal, state or local laws, or which brings The Company into public disrepute, contempt, scandal or ridicule, or which insults or offends the community, or which injures the success of The Company or any of The Company's products or services, then at the time of any such act or any time after The Company learns of any such act, The Company shall have the right, in addition to its other legal and equitable remedies, including injunctive relief, to unilaterally terminate this IC Agreement for Cause.

**X. Independent Consultant**

For so long as Independent Consultant complies with all of its obligations in this IC Agreement and other Agreement(s), The Company shall permit the non-exclusive use of its business model, The Concept and other Confidential Information, by the Independent Consultant during the Term of this IC Agreement or any renewal period.

**XI. Covenants and Representations of Independent Consultant**

Independent Consultant makes the following covenants and representations:

(a) Independent Consultant shall not misrepresent the qualities or attributes of such products or services marketed and offered by The Company. Independent Consultant shall comply with the Code of Conduct for the referral of potential clients to The Company.

(b) Independent Consultant shall only solicit and refer clients to The Company who meet financial and other suitability standards to purchase products or services as established by The Company, as communicated by The Company to Independent Consultant, which from time to time may be amended to reflect changes in law, statute or in The Company's business practices. Independent Consultant will make all suitability determinations with respect to its or their clients prior to referring said clients to The Company.

(c) Unless express written approval is provided by the CEO of The Company, Independent Consultant shall not offer the opportunity to purchase products or services by means of any form of general solicitation or general advertising including, but not limited to, the following:

(i) any advertisement, article, notice or other communication mentioning The Company's products or services published in any newspaper, magazine or similar medium or broadcast over television, radio, or internet;

(ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertisement;

(iii) any telephone, internet, mail (paper or electronic) or other communication not limited in dissemination to only individuals whom the Independent Consultant knows to be a qualified person or entity prior to said dissemination;

(iv) any generally accessible web page or other electronically accessible medium.

(d) Independent Consultant shall submit to The Company for written approval any and all advertising, sales or marketing materials, which in any way reference products or services of The Company, prior to disseminating said advertisements or sales or marketing material. Independent Consultant shall not use any such advertising or sales or marketing material unless and until The Company first furnishes written approval.

(e) Independent Consultant may not utilize social media platforms or websites, without prior express written approval, for indicating affiliation with The Company and the products or services represented by the Independent Consultant. The Company, at its discretion, may determine whether any social media or website interaction by the Independent Consultant is, or may be, harmful to the brand image and interests of The Company and other companies with which it has business relationships or affiliations. In such case, The Company may direct Independent Consultant to remedy such offending social media or website content or risk termination for a breach of this IC Agreement.

## **XII. Representation and Nature of Relationship**

Independent Consultant should not imply, whether directly or indirectly, any relationship with said product or service providers other than this stated relationship:

The Company has contracts and relationships with various companies and is authorized to sell or market such companies' products or services. As part of the Concept and The Company's business model, The Company recruits and develops relationships with independent consultants.

It is understood and agreed that the relationship of the Independent Consultant to The Company and Company Affiliates is that of an independent contractor, and that neither this

IC Agreement or the other Agreement(s), nor the relationship between the parties constitutes a partnership, joint venture, employer/employee, agency, representative or franchise relationship and neither party shall state or imply that any such relationship exists or is anything other than that of an independent contractual relationship. The Company has no right to interfere in any manner in the business affairs of the Independent Consultant outside of the covenants of this IC Agreement, and the other Agreement(s), or to employ or discharge any employee of the Independent Consultant. Independent Consultant has no power to, and agrees not to, obligate, represent, or bind The Company in any manner, and will not represent to any person or entity that it or they has such power or authority.

Independent Consultant is an independent contractor and as such, agrees to the following:

(a) Independent Consultant is ultimately responsible for its or their own business decisions and subsequent actions and must further determine at its or their discretion, when it or they will work and the number of hours it or they will work.

(b) Independent Consultant will be paid commissions or bonuses based solely on sales and not the number of hours worked.

(c) Independent Consultant has been, is, and will continue by be engaged in the business of selling and providing services and products to its clients and customers, subject to the restrictions in this IC Agreement.

(d) Independent Consultant is subject to entrepreneurial risk and is responsible for any and all losses that may be incurred during its or their performance as an independent contractor for The Company.

(e) Independent Consultant must pay its or their own license fees and any insurance premiums if applicable, and if required, obtain a federal employment identification number.

(f) Independent Consultant is responsible for all costs of doing business including, but not limited to, travel, entertainment, office, clerical, legal, equipment, accounting, education, and general expenses without advances, reimbursement, or guarantee from The Company.

(g) Independent Consultant will not be treated as an employee for federal or state tax purposes. As Independent Consultant receives payment from The Company, Independent Consultant will receive a Federal Internal Revenue Service form 1099 reflecting commissions or bonuses that The Company has paid in a calendar year.

(h) All independent consultants will be paid its or their entire gross commissions or bonuses and all are solely responsible for its or their own record keeping and payment of its or their income taxes, employment taxes, self-employment taxes, and employees' salaries, if any. The Independent Consultant also has sole responsibility for its or their employees and where applicable, compliance with all federal, state and local laws, rules regulations and ordinances.

### **XIII. Non-Disparagement:**

The Independent Consultant agree not to make any statements or communications that disparage or are likely to harm the reputation of The Company or any of the Company Affiliates or its or their agents, employees, members, managers, products, services or the Concept. This non-disparagement obligation shall survive the termination of this IC Agreement indefinitely.

**XIV. No Authority to Act On Behalf of The Company**

Independent Consultant does not have the authority to represent itself or themselves as The Company or to act on behalf of The Company or any of the Company Affiliates. This includes, but is not limited to, any attempt to:

- (a) Register or reserve The Company's or any of the Company Affiliates' names or names The Company deems to be similar to its own, trademarks, trade names, products, services or other intellectual property or intellectual
- (b) property rights; register URLs using The Company's or any of the Company Affiliates' names, trademarks, trade names or other intellectual property or intellectual property rights; register or secure approval for products or services or business practices; or issue contracts of any kind on behalf of The Company.

(b) Independent Consultant agrees to indemnify, defend and hold The Company and all Company Affiliates harmless for all costs and reasonable attorney's fees incurred by The Company or the Company Affiliates for any remedial action needed to exonerate The Company and the Company Affiliates in the event Independent Consultant improperly acts on behalf of The Company. Independent or any Company Affiliates Consultant must immediately assign to The Company or the applicable Company Affiliate any registration of such names, trademarks, trade names, products, services, other intellectual property or intellectual property rights or URL's registered or reserved in violation of this Section without The Company's or the Company Affiliates' reimbursement of any of the costs incurred by Independent Consultant in so doing.

**XV. Designation as Employer Prohibited**

Independent Consultant shall not identify The Company or any of the Company Affiliates as its or their employer on loan applications, government forms, employment verification requests, applications for unemployment compensation, or on any other form or document.

**XVI. Disclosure and Marketing Practices Acknowledgement**

Independent Consultant agrees to the following:

(a) Independent Consultant will use only the term "Independent Consultant" when describing its or their relationship to The Company unless otherwise authorized in writing by the CEO of The Company. Independent Consultant will not claim to be an employee, officer, or use any other title with respect to The Company without the prior express written consent by the CEO of The Company.

(b) Independent Consultant will not use The Company's or any of the Company Affiliates' name, logo or other intellectual property on any business cards, Website or social media platform, stationary or signage without the express written permission by the CEO of The Company.

(c) Independent Consultant will maintain the very highest business standards and ethics, and will act in the best interests of the client, The Company and the Company Affiliates at all times.

**XVII. Term of IC Agreement**

The term of this IC Agreement shall be for a period of one (1) year from the date of execution by Independent Consultant and shall automatically renew each year for an



additional one (1) year period thereafter, until this IC Agreement has been terminated by either party in writing no later than ten (10) days' prior to such renewal date (the "Term").

**XVIII. Termination and Affect Upon Compensation**

**(a) By the Independent Consultant**

The Independent Consultant may terminate this IC Agreement for any reason upon thirty (30) days' written notice to The Company. The Independent Consultant shall from the date of termination no longer be entitled to receive compensation on the Independent Consultant's contracted accounts for any product(s) or service(s) sold or future product(s) or service(s) sold.

**(b) By The Company Without Citing a Breach or Cause**

The Company may terminate this IC Agreement for any reason upon thirty (30) days' written notice to Independent Consultant.

(i) Following such termination, Independent Consultant shall be entitled to receive one hundred percent (100%) of all entitled compensation for the duration of the current Term for clients contracts that were executed prior to termination.

(ii) The Company shall have the sole right to make arrangements for another independent consultant to assume the duties of servicing and managing that or those account(s) formerly managed by the Independent Consultant.

(iii) In the event that Independent Consultant or their stated successors, heirs, estates or assigns intentionally engages in post-termination activity harmful to The Company, including, but not limited to, breach of any of the obligations that survive termination, The Company reserves the right to cease compensation payments to the Independent Consultant altogether or in part, at The Company's discretion.

**(c) By Death of the Independent Consultant**

If the Independent Consultant is a person, the Independent Consultant's estate is entitled to the following Independent Consultant's compensation after The Company receives a valid official Death Certificate of the Independent Consultant. Such compensation would be eighty percent (80%) of the Independent Consultant's entitled compensation, accruing on his or her current signed and flowing contracts and fifty percent (50%) on corresponding contract renewals on previously contracted accounts, for one renewal period only. Any further renewals the estate would no longer receive compensation.

**(d) By The Company for a Breach or Cause**

All compensation to the Independent Consultant shall automatically cease to be owed upon The Company's termination of this IC Agreement for an uncured breach by Independent Consultant or for Cause.

**(e) Upon the Resignation of the Independent Consultant**

This IC Agreement shall automatically terminate upon the resignation by Independent Consultant as an independent consultant for The Company.

**XIX. Successors and Assigns**

The rights and obligations of the parties will be binding on, and will be of benefit to, each of the parties themselves, as well as its or their respective representatives, successors, assigns, heirs and estates. In the case of representatives, successors, assigns, heirs and estates, it's or their being bound, shall be subject to agreeing to abide by the terms and conditions of this IC Agreement.

**XX. Breach and Remedies**

**(a) Notice of Breach:**

In the event of a breach of any provision of this IC Agreement by a party (the “Breaching Party”), the non-breaching party (the “Non-Breaching Party”) shall provide the Breaching Party with written notice of such breach, specifying the nature of the breach and the provisions of this IC Agreement that have been breached. The Breaching Party shall have fifteen (15) days from the receipt of such notice to cure the breach, to the reasonable satisfaction of the Non-Breaching Party.

**(b) Remedies for Breach:**

If the Breaching Party fails to cure the breach within the fifteen (15) day cure period, the Non-Breaching Party shall have the right to terminate this IC Agreement immediately upon written notice to the Breaching Party, and to pursue any and all remedies available at law or in equity, including but not limited to seeking specific performance of this IC Agreement, damages, and injunctive relief. The remedies herein provided shall be cumulative and in addition to any other remedies available at law or in equity.

**(c) Liquidated Damages:**

In recognition of the difficulty of a party proving actual damages in the event of a breach of the confidentiality, non-disparagement, non-disclosure, non-circumvention, and non-solicitation, the repair and compensation obligations under this IC Agreement, and by mutual agreement of the value of such obligations, the parties agree that in the event of such a breach, the Breaching Party shall, subject to XXXIII, pay to the Non-Breaching Party liquidated damages in the amount of \$25,000, specifically provided under this IC Agreement for such breach. The parties agree that this amount represents a reasonable estimate of the harm that would be caused by such a breach and is not a penalty. The parties agree that such liquidated damages shall be Independent Consultant’s sole and exclusive remedy, and The Company’s remedy if it chooses, in its sole discretion and The Company may elect to forego such liquated damages and pursue its damages described in subsection (b).

**(d) Attorney’s Fees and Costs:**

In the event of litigation arising out of or related to this IC Agreement, the prevailing party in such litigation shall, subject to XXXIII, be entitled to recover from the non-prevailing party all reasonable attorneys; fees, court costs, and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

**XXI. Arbitration**

Any controversy or claim arising out of or relating to this IC Agreement, other than a breach of this IC Agreement, including, without limitation, any claim that this IC Agreement, 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 The Company 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 shall be entered against such party based solely

on said failure to appear. Such arbitration shall be conducted by the American Arbitration Association, in Douglas County, Nebraska. The parties agree that the arbitrator shall not have the power to award punitive damages against either party. Should an arbitrator, rule in favor of The Company, then The Company shall be entitled to recover any and all costs, fees or expenses in defense of any controversy, claim or dispute arising out of or relating to this IC Agreement.

**XXII. Confidentiality**

(a) Independent Consultant will receive access to the Concept and other valuable confidential, and proprietary information, including, but not limited to, information and relationships pertaining to all of The Company's business contacts, business relationships, all business partners' companies, alliances or Company Affiliates, other Active ICs, other providers and any other companies or entities with whom The Company engages or may engage (hereinafter: "Confidential Information") during the course of Independent Consultant's Agreements with The Company. The Concept is Confidential Information. In consideration of the mutual promises and covenants set forth herein, the parties agree:

Any unauthorized release or dissemination of this Confidential Information may damage The Company and will be grounds for The Company to immediately terminate this IC Agreement and the other Agreement(s). In the event that Independent Consultant intentionally engages in post-termination activity harmful to The Company, including but not limited to, the sharing of the Confidential Information at any point which shall survive termination, of or by the Independent Consultant, The Company reserves the right to elect to cease compensation payments to the Independent Consultant altogether or in part, at The Company's discretion. Independent Consultant understands The Company's need to protect the Confidential Information, and Independent Consultant agrees:

(b) "Confidential Information" also includes, but is not limited to:

(i) The Company's business records, strategies, plans, proposals, prospects, customer lists, methodologies, proprietary training, materials, tools and resources, computer software, and products or services.

(ii) The names and business relationships and any non-public information resulting from such business relationships with The Company's and Company Affiliates and its and their business partners, alliances or its or their affiliates, other Active ICs, or including but not limited to any other companies or entities with which The Company engages or may engage.

(iii) Compensation or commission or bonus information of any independent consultant of The Company, regardless of how such information was obtained.

(iv) Information provided to The Company or Company Affiliates by any other people, entities, business partners, alliances or affiliates, other Active ICs or other business relationships with whom The Company engages or may engage with, relating to any and all product or service information provided by such other people, entities, business partners, alliances or affiliates.

(v) Any and all other information documented by The Company to be proprietary.

(c) "Confidential Information" does not include:

(i) Matters of public knowledge that are disclosed by The Company and did not become public knowledge by disclosure by a person or entity with an obligation to keep such matters confidential.

(ii) Other information of public knowledge independently received by Independent Consultant from by a person or entity with an obligation to keep such matters confidential.

(iii) Information disclosed by Independent Consultant to a designated recipient with prior express written consent by the CEO of The Company.

(iv) Information publicly disclosed by people, businesses, business partners, alliances or affiliates without an obligation to keep such matters confidential and with which The Company engages or may engage.

(v) Any and all other information that both parties agree in writing is not confidential.

**(d) Protection of Confidential Information:**

As consideration and in return for the disclosure of the Concept and other Confidential Information, Independent Consultant acknowledges and agrees that all Confidential Information is the sole proprietary and intellectual property of The Company and shall treat the Confidential Information as confidential and only use the Confidential Information as expressly permitted and limited by the terms of this IC Agreement. Independent Consultant further agrees not to discuss or disclose information concerning other independent consultants or individuals directly or indirectly associated with, employed by, or sharing ownership of The Company or Company Affiliates, except as authorized by the CEO of The Company.

Independent Consultant understands and acknowledges that the Confidential Information has been developed or obtained by The Company through the investment of significant time, effort and expense; and that the Confidential Information is a valuable, special and unique asset of The Company and may provide a significant competitive advantage over other people and entities. Therefore, Independent Consultant agrees to hold in strictest confidence and to not disclose the Confidential Information to any person or entity without the prior express written consent by the CEO of The Company. Independent Consultant agrees to take all necessary precautions against disclosure of such Confidential Information to third parties during and after the Term of this IC Agreement. Independent Consultant also agrees:

(i) NO MODIFYING. Independent Consultant will not modify any Confidential Information without the prior express written consent by the CEO of The Company.

(ii) DISCLOSURE. Independent Consultant shall not disclose any Confidential Information to any third parties, including any other independent consultant of The Company, except to those independent consultants of The Company who are required to have the Confidential Information in order to perform its or their duties as an independent consultant of The Company within the limited purposes of this IC Agreement, and then only with the prior express written approval by the CEO of The Company.

(iii) NON-DISCLOSURE AND UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION. Independent Consultant will not disclose to any third parties any Confidential Information that has been designated as “for internal purposes only,” including, but not limited to the Concept, except as previously authorized in writing by the CEO of The Company. Notwithstanding, Independent Consultant shall be allowed to disclose other Confidential Information, not designated as “for internal purposes only”, to its or their current or potential clients. Independent Consultant’s sharing of Confidential Information is limited to only those products or services that they are approved to sell or market by The Company. Should Independent Consultant provide any Confidential

Information without the consent by the CEO of The Company, Independent Consultant shall be liable for damages for each instance of the breach of confidentiality and The Company may terminate this IC Agreement and the other Agreement(s).

If it appears that Independent Consultant has disclosed, or has threatened to disclose Confidential Information in violation of this IC Agreement, The Company shall be entitled to seek injunction, at the cost and expense of the Independent Consultant to restrain Independent Consultant from disclosing, in whole or in part, the Confidential Information. The Company shall not be prohibited by this provision from pursuing other remedies, including claims for losses and damages.

**(e) Return of Confidential Information**

Upon written request by The Company, Independent Consultant shall return to The Company any and all Confidential Information and any and all other Company property including but not limited to computer programs, files, notes, records, charts, or other documentation or things containing, in whole or in part, any of The Company's Confidential Information. Upon termination, all written materials containing the Confidential Information shall be returned to The Company within ten (10) days.

**(f) Limited License to Use**

Independent Consultant shall not acquire any intellectual property rights under this IC Agreement.

**XXIII. Non-Solicitation**

Independent Consultant agrees that:

**(a)** During the Term of this IC Agreement and for a two (2) years after termination of this IC Agreement, the Independent Consultant shall not, without the express written consent by the CEO of The Company, either directly or indirectly, in the service of or on behalf of others, including, but not limited to any IC Affiliates or its or their managers, members, officers, directors, employees, agents, representatives, consultants or contractors (i) solicit or attempt to solicit, divert or hire away any person employed by The Company or any Company Affiliates.

**(b)** During the Term of this IC Agreement and for two (2) years after any termination of this IC Agreement, Independent Consultant shall not either directly or indirectly offer, sell or provide any products or services similar to the Concept to an existing or potential clients, customers, alliances, suppliers, or partners whom Independent Consultant has or had a contact, discussions, communications or business relationships with as a consultant for The Company or any Company Affiliates during the Term of this IC Agreement without the direct and prior written approval by the CEO of The Company. This limitation includes, but is not limited to, any products or services that The Company currently sells or markets at the date of entering into this IC Agreement and all future products or services that may be introduced or sold or marketed by The Company. If The Company adds a new product or service that would be in conflict with any product or service that the Independent Consultant sells or markets the Independent Consultant will have thirty (30) days to give the Company written notice of such conflict. It is hereby specifically agreed between the parties that, the term of this paragraph are limited in scope to Independent Consultant's involvement in all products or services that The Company currently sells or markets worldwide at the date of the signing of this IC Agreement and will include all future products or services that may be introduced or sold or marketed by

The Company. Independent Consultant and The Company would need to sign an addendum specific to any future product or service. Once an addendum is signed the product or service listed in such addendum would be included in Scope.

(c) With respect to any clients or prospective clients The Company has as of the termination date, or with respect to any prospective client account(s) which become an account of The Company within the two (2) year period following the termination date, in addition to the obligations pursuant to paragraph (a) and paragraph (b), Independent Consultant agrees that, during the two (2) year term of this covenant regarding it and any business in which it or they engages directly or indirectly, shall not:

(i) induce any clients, or prospective client(s) of The Company either directly or indirectly, to patronize any company, business entity, partnership, or sole proprietorship that is in competition with the business of The Company;

(ii) canvass, solicit, or accept any business from any customer, client, or prospective customer of The Company either directly or indirectly;

(iii) request or advise any such client, or prospective client of The Company to withdraw, curtail, or cancel the client's, or prospective client's business with The Company.

For purposes of this paragraph (c), in the case of an client, the phrase "client of The Company" shall mean: the individual representative of an entity client, his or her successor, or equivalent within the organizational subdivision of the entity client on behalf of which they patronized The Company; any organizational subdivision of the entity client on behalf of which such individual representative has patronized The Company; and any organizational subdivision of the entity client referred to The Company by such individual representative. Nothing in this paragraph is intended to limit the scope of the terms of any other paragraph in this IC Agreement.

(c) During the Term of this IC Agreement and for the two (2) year period following termination for any reason whatsoever, neither Independent Consultant nor any business with which it or they are associated, will solicit, attempt to solicit, induce, attempt to induce, divert, hire, engage, go into or do business with, or otherwise contract or seek to contract for products or services either directly or indirectly, or in the service of or on behalf of others, without prior express written consent by the CEO of The Company:

(i) any business partners, alliances or Company Affiliates, or other business relationship, including, but not limited to product or service providers, and any other companies or entities with which The Company or any of the Company Affiliates engages or may engage;

(ii) any independent consultant of The Company;

(iii) any former independent consultant of The Company whose affiliation with The Company ceased less than one year before the date of its or their hiring, engagement, co-venturing, or contracting;

(iv) any corporation or other entity in which the other independent consultant is an officer, director, or holder of any equity interest in The Company, nor induce or assist in the inducement of any other independent consultants of The Company from the discharge of such independent consultant's contractual obligations to work as an independent consultant of The Company.

(d) Independent Consultant acknowledges and agrees that the restrictive covenants set forth in this IC Agreement are reasonable and valid in duration, geographical scope, and in

any and all other respects. Independent Consultant further acknowledges and agrees that its or their breach of the provisions of this restrictive covenant would cause The Company irreparable injury and damage that cannot be reasonably or adequately compensated by damages at law. Independent Consultant, therefore, expressly agrees that The Company shall be entitled to injunctive or any other equitable relief to prevent any breach of these covenants in addition to any other remedies legally available to The Company, including recovery of reasonable attorney's fees, costs, and other expenses.

(e) If any court of competent jurisdiction determines that any of the restrictive covenants in this IC Agreement or any part thereof, is or are invalid or unenforceable, the remainder of the restrictive covenants shall not thereby be affected and shall be given full effect, without regard to those portions determined as invalid. If any of the provisions of this paragraph should ever be deemed to exceed the temporal, geographic, or occupational limitations permitted by applicable laws, those provisions shall be and are hereby reformed to the maximum temporal, geographic, or occupational limitations permitted by law.

**XXIV. Intellectual Property**

While Independent Consultant is under contract with The Company, they shall have access to the Concept and other Confidential Information. From time to time, the Concept and the Confidential Information will have changes made to it by The Company or other independent consultants under contract with The Company. Independent Consultant agrees that any and all changes or additions made to the Concept and the Confidential Information, as a direct or indirect result of the Independent Consultant's efforts is work for hire and shall be the proprietary property of The Company. All of such changes, modifications or additions, including the original Concept and the Confidential Information are the property of The Company and shall remain the proprietary property of The Company, even if the Independent Consultant actually created, thought of, devised, improved, modified, amended, altered, benefited, or in any other way made the Concept or any of the Confidential Information better or more valuable in any way during the Independent Consultant's Agreements with The Company. Independent Consultant acknowledges and agrees, that any and all of such improvements, amendments, modifications and alterations made to the Concept or the Confidential Information through Independent Consultant's efforts in any way, whether to The Company's computer programs, software, processes, products, services, procedures, methodologies, client lists or otherwise shall be and remain the proprietary property of The Company. Upon expiration of the term or termination of this IC Agreement, Independent Consultant agrees that it or they shall not use or disclose the Company's Concept or Confidential Information in any way whatsoever, whether directly or indirectly.

**XXV. Indemnification**

(a) Independent Consultant hereby indemnifies and holds The Company and all Company Affiliates, and its and their members and managers free and harmless from and against any and all losses, costs, claims, damages, or expenses including, without limitation, reasonable attorneys' fees, incurred and arising out of any negligence or intentional wrongful acts of Independent Consultant, its employees, its contractors, its officers or its agents, or by the fact that any representation made herein by Independent Consultant was knowingly false when made, or arising from Independent Consultant's obligations under this Agreement.

(b) The Company hereby, subject to XX and XXXIII, indemnifies and holds Independent Consultant free and harmless from and against any and all losses, costs, claims, damages, or expenses including, without limitation, reasonable attorneys' fees, incurred by Independent Consultant and arising out of any gross negligence or intentional wrongful acts of The Company, its employees or officers, or by the fact that any representation made herein by The Company was knowingly false when made.

**XXVI. Severability**

If any portion of this IC Agreement shall be held invalid or inoperative for any reason, then so far as is reasonable and possible:

- (a) the remainder of this IC Agreement shall be considered valid and operative;
- (b) effect shall be given to the intent manifested by the portion held invalid or inoperative.

**XXVII. Entire Agreement**

This IC Agreement and all other Agreement(s), constitute the entire understanding and agreement of the parties, and any and all prior agreement(s), understandings or representations are hereby terminated and canceled and are of no further force or effect.

**XXVIII. Choice of Law and Election of Venue**

This IC Agreement shall be governed by and construed in accordance with the laws of the State of Delaware. The parties agree the state and federal courts located in Douglas County Nebraska shall have exclusive jurisdiction and be the venue for resolving all controversies and disputes which may arise under this IC Agreement.

**XXIX. Amendments**

No amendment, change, or modification of this document shall be valid unless in writing and signed by the parties; and shall not be interpreted to apply retroactively to any accounts established, sales consummated, or commissions or bonuses calculated prior to the date of any such amendment, including all future contract renewals or business of any kind attributable to the efforts of the Independent Consultant on behalf of such clients.

Independent Consultant agrees to accept such modifications made to this IC Agreement and to other Agreement(s) as they are made available by The Company by executing the modified version of this IC Agreement and the other Agreement(s), as applicable. In the event Independent Consultant fails to execute such modified IC Agreement or the other Agreement(s) as applicable, within ten (10) business days of it being made available to Independent Consultant, at the discretion of The Company, The Company has the right to terminate this IC Agreement upon the expiration of such ten (10) day period. Failure of the Independent Consultant to execute such modified version of this IC Agreement and the other Agreement(s) as applicable, shall be considered a breach.

**XXX. Disclosure of Potential Conflicts of Interest**

The Independent Consultant represents that the following listed business relationships, including products or services represented by Independent Consultant as part of such business relationships, are the only potential conflicts of interest it has pursuant to Article



III above:

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**XXXI. Notices**

(a) For a notice or other communication under this IC Agreement to be valid, it must be, except as otherwise expressly provided herein, in writing and delivered (i) by hand; (ii) by a national overnight courier (with all fees prepaid); or (iii) by registered or certified mail (return receipt requested and postage prepaid).

(b) A valid notice or other communication under this IC Agreement will be effective when received by the party to which it is addressed.

(c) For a notice or other communication to party under this IC Agreement to be valid, it must be, except as otherwise expressly provided herein, addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this Article.

To The Company:	TPN Group Holdings LLC 1309 S. 204 <sup>th</sup> Street, Suite 325 Elkhorn, NE 68022 <b>Attn: Kori Koepke</b>
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To Independent Consultant: *As set forth on the signature page*

**XXXII. Attorney Review**

Each party represents that it (a) has had the advice and counsel of its own attorney or had the opportunity to seek the advice and counsel of its own attorney, who has negotiated this IC Agreement on its behalf; (b) it has carefully read and fully understands all the provisions of this Agreement; and (iii) is voluntarily entering into this Agreement.

**XXXIII. No Warranties by The Company and Limitation on The Company's Liability**

(a) THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED INCLUDING, INCLUDING BUT NOT LIMITED TO, MARKETABILITY OR FITNESS FOR ANY PURPOSE AS TO THE COMPANY'S BUSINESS, THE CONCEPT OR ANY OTHER CONFIDENTIAL INFORMATION TO THE INDEPENDENT CONSULTANT OR ANY OTHER PERSON OR ENTITY.

(b) UNDER NO CIRCUMSTANCES WILL THE COMPANY, OR ITS OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AGENTS OR EMPLOYEES BE LIABLE TO INDEPENDENT CONSULTANT OR OTHERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGE OR LOSS SUFFERED OR INCURRED BY INDEPENDENT CONSULTANT OR OTHERS, REGARDLESS

OF THE FORM OF ACTION, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, ANTICIPATED SAVINGS, LOSS OF GOODWILL OR REPUTATION, COSTS OF DELAY, LOSS OR DAMAGED DATA, OR THE INCURRING OF LIABILITY FOR LOSS OR DAMAGE OF ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES NATURE WHATSOEVER, ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AT LAW OR IN EQUITY, AND REGARDLESS OF WHETHER A PARTY KNEW, OR HAD REASON TO KNOW, OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION.

**XXXIV. Survival**

Whether or not otherwise expressly stated in this IC Agreement, all covenants, terms, conditions, and other provisions of this IC Agreement shall survive the expiration of the Term or termination of this IC Agreement and the other Agreement(s) as may be necessary in order to give full force and effect to this IC Agreement and the other Agreement(s) and each covenant, term, condition and other provision of this IC Agreement and the other Agreement(s). Without limitation or prejudice to the preceding sentence, all rights and obligations of each party under this IC Agreement and the other Agreement(s), all rights to payments, however limited, all causes of action, all waivers, all limitations attributable to events occurring prior to the expiration or termination of this IC Agreement and the other Agreement(s), all limitations on warranties or representations (including any disclaimers in respect thereof), all representations, warranties, indemnifications, and all provisions of this IC Agreement and the other Agreement(s) that are intended to have effect at any time thereafter shall be deemed to survive the expiration of the Term or termination of this IC Agreement. The provisions of this Article shall survive such expiration or termination.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**IN WITNESS THEREOF**, the undersigned have signed this IC Agreement as of the date written below:

***INDEPENDENT CONSULTANT***

<b>Name</b> _____
<b>Social Security Number</b> _____
<b>Business Name</b> _____ <b>Title:</b> _____ (if applicable)
<b>EIN</b> (if applicable) _____

**Name** (must match signature): \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

**Signature X** \_\_\_\_\_ **Date:** \_\_\_\_\_

**TPN Group Holdings LLC**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature X** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ADDENDUM TO TPN GROUP HOLDINGS LLC INDEPENDENT  
CONSULTANT APPLICATION AND AGREEMENT**

**TPN GROUP HOLDINGS LLC COMMISSION ADDENDUM**

This Addendum to TPN Group Holdings LLC Independent Consultant Application and Agreement (hereinafter referred to as “Commission Addendum”) shall be binding between TPN Group Holdings LLC with its address at 1309 S. 204<sup>th</sup> Street, Suite 325 – Elkhorn, NE 68022 (hereinto referred to as “The Company”) and its various Divisions, Partner Companies, and Products and or Services it markets and represents, including but not limited to various energy and waste products and services (hereinafter referred to as “Division or Divisions”), and the undersigned and contracted independent consultant (hereinafter referred to as “Independent Consultant”).

**I. The Company Commissions (Commission Structure)**

Gross Commission is determined using a cash basis method of gross revenue generated by the project, the Concept (defined in the TPN Group Holdings LLC Independent Consultant Application and Agreement (hereinafter referred to as “IC Agreement”) or sale of products and or services less all costs and expenses relating thereto.

**1.01 Personal Commissions**

**Please refer to the terms of V (b) of the IC Agreement.**

**Independent Consultant as and while an “Active IC”** (defined in the IC Agreement) will be paid the following personal commissions on his, her, its or their sales:

**Commission Structure on Personal Sales of Product(s) and/or Service(s):**

The Company must approve in writing the acceptance of Independent Consultant working and participating in each division or service offering prior to Independent Consultant reaching out to any potential client regarding a specific product, service, or solution for a specific Division.

The Company represents several Divisions of Products and Services. Each Division has the below compensation structure; however, each Division is independent of the other. For example, an Active IC may be at Tier 2 by meeting that individual Division qualifications, however, may be at Tier 1 because he/she/they/it has not met all the Division requirements for Tier escalation in another Division.

Any client who was closed at a prior Tier percentage or was assigned to a Senior Account Manager (“SAM”) prior to Tier escalation will remain at that percentage on all residual commission which may be earned or any additional product(s) and/or service(s) that may be sold to that client in the future.

**Energy Procurement Commission Structure:**

**Tier 1: Fifteen Percent (15%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company.

**Tier 2: Twenty-Two and a Half Percent (22.5%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company. This means the Active IC has completed The Company’s Division Specific Online University, attended a Division Specific Getting Started Training, and completed a minimum of 100 outbound calls on The Company provided Advanced Marketing Platform.

**Tier 3: Thirty Percent (30%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company once the Active IC has become Certified by completing and graduating The Companies Division specific Company Training Certification Program, and the Active IC has scheduled and completed a minimum of three (3) valid Discovery Calls with potential clients which results in the SAM giving approval for the Active IC to “claim” those accounts in The Companies CRM.

**Tier 4: Thirty-Seven and a Half Percent (37.5%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company once the Active IC has been approved in writing by the CEO or designee of The Company to work his/her or its directly introduced clients functioning and replacing the need to have an assigned SAM.

**Tier 5: Forty-Five (45%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company once the Active IC has received five hundred thousand dollars (\$500,000) in cumulative personal commission, and once the Active IC has been approved in writing by the CEO or designee of The Company to work his/her or its directly introduced clients functioning and replacing the need to have an assigned SAM.

**Waste Consulting Commission Structure:**

**Tier 1: Ten Percent (10%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company.

**Tier 2: Fifteen Percent (15%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company. This means the Active IC has completed The Company’s Division Specific Online University, attended a Division Specific Getting Started Training, and completed a minimum of 100 outbound calls on The Company provided Advanced Marketing Platform.

**Tier 3: Twenty Percent (20%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company once the Active IC has become Certified by completing and graduating The Companies Division specific Company Training Certification Program, and the Active IC has scheduled and completed

a minimum of three (3) valid Discovery Calls with potential clients which results in the SAM giving approval for the Active IC to “claim” those accounts in The Companies CRM.

**Tier 4: Twenty-Five Percent (25%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company once the Active IC has been approved in writing by the CEO or designee of The Company to work his/her or its directly introduced clients functioning and replacing the need to have an assigned SAM.

**Tier 5: Thirty (30%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company once the Active IC has received five hundred thousand dollars (\$500,000) in cumulative personal commission, and once the Active IC has been approved in writing by the CEO or designee of The Company to work his/her or its directly introduced clients functioning and replacing the need to have an assigned SAM.

**Commission Structure on Override Sales of Product(s) and/or Service(s):**

**1.02 Leadership Overrides**

**SAM Independent Consultant (“SAM IC”): Ten Percent (10%) of the Gross Commission** received by The Company on each sale of any product(s) and/or service(s) offered by The Company for which a SAM IC is entitled to receive commission. Corresponding account renewals would be at **Five Percent (5%)** of the gross compensation received by The Company. Should the SAM assigned to a closed deal no longer participate in the SAM leadership role, at their discretion or The Companies, they will no longer receive compensation on any renewals on deals closed or new deals closed on a company that they were assigned to during their role as a SAM, after leaving the SAM role.

Once certified and contracted as a SAM IC, any potential client assigned by the CEO or designee of The Company in writing to the SAM IC which purchases product(s) and/or service(s) offered by The Company, the SAM IC is entitled to receive this override commission.

The Company reserves the right at its sole discretion to reassign a potential client should The Company feel the assigned SAM IC is not the right person to move an account forward. If The Company should reassign a potential client and that potential client becomes a client, the current assigned SAM at the time of closure will receive compensation. The prior SAM from which the account was assigned from, would not receive any compensation from this client including residuals.

**1.03 Referral agent commission**

Independent Consultant acknowledges and agrees that should the Independent Consultant desire to introduce referral agents said referral agent would need to fill and sign The Company’s Referral Agreement, Independent Consultant acknowledges that the percentage

allotted to the referral agent would be subtracted from the Independent Consultant's commission.

#### **1.04 Residual Commissions**

Residual commissions are the future commissions earned by The Company as a result of a Customer entering into a new term agreement or continuing to utilize The Company's month-by-month basis through a contract or a recurring commission received from ancillary products/services sold.

Independent Consultant will receive residual commissions as set forth in the Agreements, as defined in the IC Agreement, including but not limited to this Commission Addendum.

#### **1.05 Commission Schedule**

The Company will transfer payment via Direct Deposit on the fifteenth (15<sup>th</sup>) of each calendar month, unless that date falls on a weekend or holiday, in which case The Company will transfer commission on the next, non-holiday, business day. The Company will pay on any commissions received from its Partners, Suppliers or Providers on or before the twentieth (20<sup>th</sup>) of each calendar month. Any commissions received after the twentieth (20<sup>th</sup>) of the month will be paid on the next commission report.

#### **1.06 Commission Charge-Backs**

Independent Consultant agrees to repay The Company, within ten (10) business days, commission paid by The Company when The Company is obligated to repay one of its Partners, Suppliers or Providers (hereinafter referred to as "PSP") or where commission is inadvertently or inaccurately paid by The Company to Independent Consultant. Possible reasons why The Company would have to repay a commission include but are not limited to: an Acquired Customer terminates service with PSP before the end of the Acquired Customer contract term, an Acquired Customer breaches its contract with PSP (including failure to pay any outstanding balance) or PSP determines subsequent to paying commission, that the Acquired Customer was not properly acquired including acquisitions which contravened legal or regulatory standards.

A commission paid to Independent Consultant in error or based on chargeback by PSP must be returned to The Company within ten (10) business days. If the commission paid to the Independent Consultant in error or bonus charge-back is not paid back within ten (10) business days The Company reserves the right to any and all of the following options at its sole discretion:

- a. charge interest at the rate of ten percent (10%) per annum and create a repayment plan acceptable to The Company
- b. hold any and all future commission payments until the commission paid in error or bonus chargeback until the total paid in error and interest is collected
- c. to deem the Independent Consultant in breach of the IC Agreement and this Commission Addendum

## **1.07 Commission Structure Modifications and Changes**

It is the intent of The Company to provide an adequate, equitable commission structure within the framework of sound fiscal management. To attain this end, the Company reserves the right of periodic review and modification of this and all other commission structures and benefit plans of The Company. The Independent Consultant will be provided ninety (90) days' written notice of any planned modifications to the commission structure. The Company reserves the right to make adjustments to the plan, quotas, objectives, or payouts based on restructuring, administrative changes or errors, significant market shifts, or other business reasons. The Company reserves the right to terminate this Commission Addendum or to amend or modify the contents of this Commission Addendum at any time.

The Company may, at its discretion and without advance notice, make changes to the commission structure, which may include:

- Correct a plan mistake, or
- Move an Active IC to another leadership role, or
- Remove an Active IC from a leadership role, or
- Change components or calculation.

Note: This commission structure, and the policies and procedures that are established to implement the plan are subject to change at any time by The Company in its sole discretion. Nothing in the plan, or in any of the foregoing policies or procedures, constitutes a contract or guarantee or any representation that any element of the commission structure, or any particular policy or procedure herein, will continue in effect for any period of time. The Company reserves the right to change, modify, or terminate this commission structure or any of its provisions at any time with a ninety (90) days' written notice. The Company may add, remove, or change products or services as the market and/or technology dictate. This may result in changes in sales objectives or in the provisions of the Independent Consultant's commission structure.

### **II. Independent Consultant Audits**

The Company reserves the right to monitor Independent Consultant's activities to assure adherence to the above-mentioned guidelines in addition to the guidelines that will be communicated from time to time. In the event that Independent Consultant or its or their employees, subcontractors, or agents fail to comply with the Agreement(s), The Company may terminate this Commission Addendum immediately upon written notice to Independent Consultant.

### **III. Earnings Disclaimer**

While we make every effort to ensure that we accurately represent all the products, services, and the potential for income, it should be noted that earnings and income statements made by TPN Group Holdings LLC and Company Affiliates are estimates only of what we think you can possibly earn. There is no guarantee that you will make these levels of income and you accept the risk that the earnings and income statements differ by individual.

As with any business, your results may vary, and will be based on your entities and your individual capacity, business experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. The testimonials and examples used are



exceptional results, which do not apply to the average Independent Consultant, and are not intended to represent or guarantee that anyone will achieve the same or similar results. Everyone's success depends on his or her background, dedication, desire and motivation.

There is no assurance that examples of past earnings can be duplicated in the future. We cannot guarantee your future results and/or success. There are some unknown risks in business that we cannot foresee which could reduce results you experience. We are not responsible for your actions.

The use of our Confidential Information, products and services should be based on your own due diligence and you agree that TPN Group Holdings LLC and Company Affiliates and its and their members, managers, employees, Active ICs (other than you as an Independent Consultant) and former independent consultants (other than you as an Independent Consultant if and when you become a former independent consultant) are not liable for any success or failure of your business that is directly or indirectly related to the use of our Confidential Information, products and services offered by TPN Group Holdings LLC and Company Affiliates.

#### **IV. Testimonial Disclaimer**

Because of the variables associated with defining success is impossible to accurately state what an individual may or may not achieve.

Success is determined on an individual basis and is dependent on a variety of factors including willingness to take action and implement ideas based on what is taught, prevailing market conditions, target market selection, and the amount of hard work and effort an individual expends.

Similar to other type of business opportunity, our typical Independent Consultant should not expect to make any amount of money from the training The Company provides but should expect to receive a great education.

Consequently, The Company does not guarantee success, income, or savings whether explicit or implied, and past testimonials are only examples of what can be obtained. There are risks associated, and past results do not represent an indication of future success or earnings.

The other Active ICs depicted in any testimonial have declared the information shared is true and accurate.

# WebOffice Application

**Full Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Alt Phone:** \_\_\_\_\_

**Requested 4 Digit Pin:** \_\_\_\_\_ **Preferred Name (Nickname):** \_\_\_\_\_

*\*For Email Signature and WebOffice setup.*

**Current Email Address:** \_\_\_\_\_

## Subscription Information (Note: The name on the card must be the same as the person applying)

**Today's Date (a)** \_\_\_\_\_

**\$250.00 per month**

**Payment Option (Visa/MasterCard/Amex):** \_\_\_\_\_

**Card Number:** \_\_\_\_\_ **Exp. Date:** \_\_\_\_\_

**Name as it appears on Card:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**CV2 Number (Security number on back of card – 4 digits for Amex and 3 for all other cards):** \_\_\_\_\_

## Contract and Agreement

I understand that a TPN Group Holdings LLC WebOffice Subscription is required to remain an Active Independent Consultant with TPN Group Holdings LLC. I understand that I will have my card listed above charged in the amount of \$250.00 per month for my subscription to TPN Group Holdings LLC WebOffice and as an added convenience to me I understand that I will be billed this amount on the day of the month listed above (a) (Today's Date) each month. I understand that should I wish to cancel my subscription; I must send a written cancellation notice by email to [billing@theprofessionalsnetwork.net](mailto:billing@theprofessionalsnetwork.net) and receive confirmation of receipt from TPN Group Holdings LLC. No other form of cancellation will be accepted. I understand that all sales are final and that I will not receive credit for unused service, partial or otherwise, should I decide to cancel.

# CODE OF CONDUCT

TPN Group Holdings LLC (hereinafter referred to as “The Company”), its Employees, its contracted independent consultants (each an “IC”), and its contracted Referral Agents (“Ras”) are integral to The Company’s success and longevity. They are involved in the important aspects of marketing and facilitating sales of various products and services offered by The Company. These groups may work with each other, The Company’s executives, business partners, alliances and/or affiliates, including, but not limited to Company Affiliates, in the processes designed by The Company to carry out sales of various products and services. Inherent in these roles is their professional duty to The Company, its clients and business partners, alliances and/or affiliates, including, but not limited to Company Affiliates with which The Company engages or may engage. The highest ethical standards are required to avoid any conflict between these parties. To ensure its Employees, ICs, and RAs operate in accordance with such standards and that they employ exceptional business practices in performing their duties, The Company provides all parties with its Code of Conduct (“COC”).

The COC describes the principles, values, standards, and rules of behavior that guide all communications, decisions, procedures, and policies of The Company in a way that respects the rights of all constituents affected by its operations. As an employee, contracted IC, or contracted RA of The Company, I believe it to be my responsibility to adhere to the COC, as described above and detailed below:

## **Code of Conduct**

### **The Company’s Tenets**

All IC’s, RA’s, and Employees of The Company agree to abide by the following:

1. I will operate my business in an ethical, professional, and courteous manner. This means, among other things, the following:

I understand I must comply with the IC, RA, or Employee Agreement and with applicable laws. I will perform my duties and responsibilities honestly and with integrity. I will not engage in deceptive or illegal practices. I will indicate to prospective customers who I am, why I have contacted them, and what products and/or services I am selling. I will not make false or misleading claims about potential earnings or about the benefits of using The Company’s products and/or services. I will not pressure any Clients or prospective Clients to operate in a financially irresponsible way, including, but not limited to, pressuring them to buy more products and/or services than they can reasonably use.

2. I will not make any misleading, unfair, inaccurate, or disparaging comparisons, claims, representations of The Company; its products and/or services, or commercial activities; other Persons; other companies (including competitors); or other companies’ products and or services, or commercial activities.

3. I will do business in a manner that is free of harassment, intimidation, threats, and abuse. Harassment of any kind will not be tolerated, including, but not limited to, race, religion, physical and verbal abuse, or soliciting, encouraging, or consummating any inappropriate or unwelcome written, verbal, electronic or physical relationships, sexual advances, requests for sexual favors, or other physical, verbal, or visual behavior of a sexual nature, with another of The Company’s employee, IC, RA, potential customer, previous customer, or current customer.

4. I will not do or say anything that reasonably may be expected to have the effect of disparaging The Company or diminishing or impairing their goodwill and reputation for the products and/or

services they provide, including but not limited to making statements that may negatively influence their referral sources and others who are involved in or affected by their services.

5. I will not act in any way, including actions outside the scope of my responsibilities, which could be considered detrimental to the business or reputation of The Company. The Company has the right to, in its sole discretion, determine what actions may be considered detrimental and take action against me accordingly.

6. I will not engage in activities that would bring disrepute to The Company or me, nor will I criticize and/or disparage The Company, its Employees, other IC's, RA's, as well as its business partners, alliances and/or Company Affiliates at any point.

7. I agree to render exemplary service to The Company's clients, potential clients as well as its business partners, alliances and/or Company Affiliates with which The Company engages or may engage.

8. I will represent the brand as explained and required by The Company and will do so consistently, responsibly and without deviation.

9. I will be courteous and respectful of every person I contact in the course of performing my responsibilities and activities.

10. I will perform my business in a manner that will enhance my reputation and the positive reputation established by The Company, its principals, partners, alliances and Company Affiliates with which The Company engages or may engage.

11. I am committed to providing an experience that provides added value for our customers and for our partners, alliances and/or Company Affiliates with which The Company engages or may engage.

12. I agree to treat my fellow ICs, RAs, and The Company's Employees as well as our partners, alliances and/or Company Affiliates, and our clients and leads with mutual respect, honesty and integrity.

13. I will be honest and fair in my dealings as an IC, an RA, or as an employee, and am committed to fostering relationships that are fair, candid, truthful and worthy.

14. I agree to exercise candor in all interactions, and maintain a high regard for responsive and effective communication.

15. To the best of my ability I will not knowingly misrepresent the information I provide to The Company's clients, potential clients, management team, Employees, contracted ICs, and contracted RAs.

16. I agree to adhere to professional standards of conduct in helping The Company's clients attain their objectives.

17. I will hold my position and The Company in high esteem and strive to enhance The Company's prestige and image.

18. I agree to conduct my business in such a manner that might help raise the professional and ethical standards of those in The Company, my company and profession.
19. I agree to present accurately and honestly all pertinent facts essential to both The Company's and client's decision-making process.
20. I agree to not contact, either directly or indirectly, The Company's suppliers, partners, alliances, Company Affiliates, advisory members, managers research partners, or any other advisors or consultants of The Company with which The Company engages or is currently discussing a business relationship with, without the prior expressed written consent by the CEO of The Company.
21. I will not communicate directly or indirectly with any of The Company's clients or potential clients that are not clients or potential clients of the IC. Clients and potential clients are tagged in the CRM by another IC thus I agree that I am required to first check the claimed accounts via the search protocol as defined by The Company which identifies claimed leads and/or companies to ensure that any and all potential accounts and/or leads I desire to make contact with are not already being worked by another Active IC and/or their Referral Agents or affiliates. Should I discover that there is a pre-existing relationship and/or the appearance of a conflict, I understand that I am unable to proceed with that client or potential client without prior express written approval by the CEO of The Company.
22. I will not encourage or participate in any way with any IC, RA, and/or Employee of The Company directly or indirectly to engage in any other sales, marketing, or services program.
23. I will remember that even my personal experiences and the benefits received from The Company's products, services and or programs, may be interpreted as an unauthorized "extension of labeling claims".
24. I will cooperate with other parties whose services necessitate the realization of The Company's clients' needs.
25. I will continue to actively support the growth of The Company by providing ongoing assistance and encouragement to my Customers, as well as other ICs, RAs, and/or Employees of The Company to ensure that their experience with The Company is positive.
26. I will not offer or solicit any other product, service, and/or opportunity to another IC, another RA, or business partner of The Company, or a similar product, service, and/or opportunity to a client of The Company without the direct and prior written approval by a the CEO of The Company.
27. I will strive to perfect my skills, business acumen, and knowledge by keeping abreast of and educating myself on the developments within the various markets in which The Company does business.
28. In my role as an IC and/or employee, I must use my best efforts to utilize the training materials, tools, and or all available resources provided, so as to represent The Company and its clients as a knowledgeable consultant.

29. In my role as an IC and/or employee, I must use my best efforts to listen to the weekly conference calls and/or webinars either live or archived, so as to remain informed.
30. I will exert every reasonable effort to remain informed of applicable laws and regulations, and to observe them in the practice of my business.
31. I agree to comply with all anti-corruption laws both domestic and foreign, including the Foreign Corrupt Practices Act (“FCPA”), in all of the countries in which The Company does business. The FCPA requires that you never directly or indirectly (i.e. through an agent) make a payment or gift with the purpose of influencing the acts or decisions of foreign officials. There are some limited exceptions to this rule. Because the rules and exceptions relating to anti-corruption are complex, I shall consult with my own legal counsel regarding questions relating to compliance with the FCPA or anti-corruption laws.
32. I understand and agree that I am solely responsible for all financial and/or legal obligations I incur in the course of my business as an IC and will discharge all debts and duties as required of an IC.
33. I understand and agree that as an IC I am to attend a discovery call video session wearing a division appropriate branded polo of The Company or generic polo, business professional, or casual business attire. Additionally, IC agrees to use approved division appropriate video background provided by The Company found in The Company’s WebOffice or an approved non-virtual background.
34. I understand that I am not to use my email account with and approved by The Company for personal email marketing emails, personal business marketing of my own, personal subscriptions, personal billing outside of the WebOffice fee, or any other purpose other than internal emails to Corporate according to the chain of command, emails to clients approved by the assigned Senior Account Manager (“SAM”) post-discovery call, emails to potential clients prior to a discovery call, or partner communications approved by The Company.
35. I understand and agree that all email communications prior to a discovery call to potential clients or emails after a discovery call to potential and current clients, approved by a SAM assigned to the account, are to be done with the appropriate division email alias and never my personal email or division alias not applicable to the client or potential client.
36. I understand and agree that I am not allowed to mass market by email to clients or potential clients. I understand that mass marketing by email is defined as the same email being sent to multiple clients or potential clients manually at once by the TO: section, CC: section, and/or BCC: section or by sending out more than one email via an app or program to a list of clients or potential clients.
37. I understand and agree that I will follow the chain of command regarding communication as defined in the IC Agreement and Code of Conduct.
38. I understand and agree as an IC I must use The Company’s provided phone system for quality control and assurance purposes for all client and potential client interactions.
39. I understand and agree not to use technologies outside of what is provided by The Company as they may interfere with the brand or branding of The Company such as free mail tracking apps

that impose their branding into the signature.

40. I understand and agree not to modify my email signature or title without express written approval by the CEO of The Company.

41. I understand and agree to follow the Discovery Call Process as defined in the SOP document provided via email and on The Company's file sharing platform. This includes getting leads approved to work, booking through the correct booking link and form, only sending approved post Discovery Call materials, and following instruction from the deal assigned SAM for follow up.

The Company reserves the right to amend or revise this or future COC(s) at any time. Upon such revision or amendment, The Company will provide notice to all Employees, contracted ICs, and contracted RAs with clarification if necessary, and post a copy of the revised or amended by email and by posting of The Company within the companies file share platform. Should The Company amend or revise future COC(s), an additional signature will not be required of the IC, RA, or Employee, for that COC to be considered as agreed to and legally binding.

I further understand and agree that this and/or any future revised or amended COC subsequently posted by The Company, supersedes any other current or prior COC entered into and/or executed between myself either as an individual and/or corporation and The Company, and that any and all current or prior understandings or representations that precede this COC are hereby terminated and canceled and are of no further force or effect.

# CERTIFICATION OF BENEFICIAL OWNER(S)

1). Independent Consultant Information

a. Full Legal Name:

\_\_\_\_\_

b. Name of Legal Entity associated with TPN Group Holdings LLC (if applicable):

\_\_\_\_\_

c. Address:

\_\_\_\_\_

2). Person(s) you wish to elect as beneficial owner(s)

Name	Ownership %	Date of Birth	Address	SSN (for identification Purposes only)	Contact Phone Number

(should you elect to not appoint a person(s) as beneficial owner of your accounts, please write “Not Applicable” in the first “Name” section of the chart above.)

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, that the information provided above is complete and correct. I understand that by signing this certificate I am giving ownership to the person(s) listed above to receive compensation on my commission after my passing.

X. \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date