

## RESELLER AGREEMENT

THIS AGREEMENT is made on this 4th day of September, 2018, by and between Solar Insure Inc ("Solar Insure"), with its principal place of business located at 575 Anton Blvd, 3<sup>rd</sup> Fl Costa Mesa CA 92626, and KW Solar LLC (the "Reseller"), with its principal place of business located at 5750 N Sam Houston Pkwy E #810 Houston, TX 77032

NOW, THEREFORE, in consideration of the promises hereinafter made by the parties hereto, it is agreed as follows:

1. The product (s) or product line (s) included in this agreement are but not limited to:  
5-15 Year Extended Limited Warranty for Solar Panels
2. Distribution Right: SOLAR INSURE hereby appoints and grants Reseller the non-assignable right to sell the Warranty of SOLAR INSURE to customers located in the state of Texas. The Reseller shall have a reseller permit or business license issued by its State or its government where the Reseller's company is located or registered.
3. Prices: All prices for the Products provided by Solar Insure to Reseller are in US dollars. Per the warranty price sheet .
  - a. Solar Insure has the right to revise the prices for the Products to Reseller upon sixty (60) days written notice. Such revisions shall apply to orders received by Solar Insure on or after the effective date of the revision.
4. Payments: Should payment in full of any invoice not be received by Solar Insure within thirty (30) days after presentation, Solar Insure will impose a debt service charge amounting to one percent (1%) of the overdue balance for each month or fraction thereof the overdue amount remains unpaid. In the event that any amount remains unpaid thirty (90) days after presentation of invoice, Solarinsure may discontinue, withhold, or suspend supply of Products to Reseller.
5. Trademarks and Logo Use: SOLAR INSURE hereby grants to the Reseller a limited right-to-use license (the "License") for certain SOLAR INSURE trademarks and logos (the "Logos") for the duration of the Agreement as described herein, and under the following terms and conditions:
  - a. This License is granted for the benefit of SOLAR INSURE'S Resellers and others with a legitimate intent to advertise and sell SOLAR INSURE's Equipment;
  - b. SOLAR INSURE has full ownership right to the Logos and the Reseller does not acquire any rights, title or interest in or to the marks beyond that set forth herein;
6. Non-existent in this contracted agreement is there any implied or hidden impose liability or obligation on SOLAR INSURE for any expenditure made or incurred by the Reseller, or for any sale or promotional activity undertaken by the Reseller, except pursuant to written and explicit request of representatives of SOLAR INSURE.
7. Terms: The term of this Agreement shall be for one (1) years from the date hereof, unless sooner terminated. Following such Initial Term, this Agreement shall be automatically renewed for successive one year, unless either party notifies the other in writing of an intention not to renew the Agreement within ninety (90) days of the end of the Initial Term.


Termination shall not relieve either party of obligations incurred prior thereto. This Agreement may be terminated under the following stipulations without exception under any circumstances:

- a. by the Reseller at anytime upon thirty (30) days written communiqué notice to SOLAR INSURE.


- b. by SOLAR INSURE upon thirty (30) days written communiqué' notice to the Reseller for cause or in the event the Reseller breeches this contact (in any manner);
  - c. by SOLAR INSURE upon thirty (30) days written communiqué notice to the Reseller in the event the Reseller becomes involved in any arrangements with creditor, voluntary or involuntary bankruptcy proceedings under the Bankruptcy Laws of the United States;
8. Relationship of Parties. The relationship between the parties established by this Agreement shall be solely that of vendor and vendee and all rights and powers not expressly granted to the Reseller are expressly reserved to SOLAR INSURE. The Reseller shall have no right, power or authority in any way to bind SOLAR INSURE to the fulfillment of any condition not herein contained, or to any contract or obligation, expressed or implied
9. Indemnity. The Reseller agrees to hold SOLAR INSURE free and harmless from any and all claims, damages, and expenses of every kind or nature whatsoever (a) arising from acts of the Reseller. Each party shall indemnify, defend and hold the other harmless from and against any and all claims, actions, damages, demands, liabilities, costs and expenses, including reasonable attorney's fees and expenses, resulting from any act or omission of the acting party or its employees under this Agreement, that causes or results in property damage or personal injury.
10. Assignment. This Agreement constitutes a personal contract and Reseller shall not transfer or assign same or any part thereof without the advance written consent of SOLAR INSURE.
11. Applicable Law. This Agreement shall be governed by the laws of the State of California and is accepted by SOLAR INSURE at its Corporate Office address in 575 Anton Blvd, r3<sup>rd</sup> Fl Costa Mesa CA 92626. All payments hereunder shall be made at SOLAR INSURE's Corporate Office address. SOLAR INSURE's rights granted hereby are cumulative and in addition to any rights it may have at law or equity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date and year indicated above.

**SOLAR INSURE INC**

DocuSigned by:  
  
 By: \_\_\_\_\_ 9/4/2018 3:23:07 PM PDT  
 Name: Ara Agopian  
 Title: CEO

KW Solar LLC

DocuSigned by:  
  
 By: \_\_\_\_\_ 9/6/2018 4:32:25 PM PDT  
 Name: Ted Hawkes  
 Title: Principal  
 (Authorized Officer)