

## INDEPENDENT BROKER AGREEMENT

This **INDEPENDENT BROKER AGREEMENT** ("Agreement") is entered into as of the date set forth below, is made by and between **Mega Energy Holdings, LLC** ("Company") and Infinite Ville Solutions Pvt Ltd ("Broker"). Company and Broker may be individually referred to as "Party" or collectively as "Parties".

### RECITAL OF FACTS

**WHEREAS**, Company is in the business of selling retail electric and natural gas service to residential, commercial and industrial customers within multiple deregulated markets and service territories;

**WHEREAS**, Broker is in the business of representing residential, and commercial and industrial businesses that buy electricity and natural gas in deregulated service territories;

**WHEREAS**, Company and Broker wish to enter into transactions whereby Broker may refer potential customers to Company from time to time; and

**WHEREAS**, the Parties wish to set out the terms and conditions under which they will conduct their future business relationship;

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Agreement as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. SALES PROCESS

Throughout the term of this Agreement, Broker may disclose to Company the identity of potential residential, commercial and industrial customers that are in the market for retail electric and/or natural gas service ("Customer(s)"). When Broker refers Customers to Company, the identity of the Customer shall be accompanied by all pertinent information in Broker's possession relating to the Customer, the product needs of the Customer, and either the most recent 12-month historical information for the Customer or a signed Customer release form enabling Company to obtain Customer's historical information. Following receipt of such information from Broker, Company will determine whether Company will make an offer to serve the Customer's electricity and/or natural gas demands as specified in the information provided by Broker, and if so, Company will determine pricing and other offering information for presentation to Customer by Broker. Broker shall then work with Customer to obtain an executed written contract for electric and/or natural gas service ("Customer Agreement") or, alternatively, if necessary or advantageous, Broker shall request that Company deal directly with the Customer to negotiate an applicable Customer Agreement. All Customer Agreements shall be in form and substance satisfactory to Company in its discretion. If a Customer Agreement is not executed within 180 days of Company's initial receipt of the Customer information from Broker, then no compensation will be payable to Broker under this Agreement. The Company agrees that neither It, it's parent company or affiliates will not market to any Customers referred to It by the Broker for a period of twelve (12) months from the initial date of referral. Company shall provide Broker, in writing, with a base price applicable to each potential Customer that Broker delivers their information to Company and that for which Company elects to provide a bid. The Broker shall have the option of adding an additional amount ("Bounty") to the base price prior to presenting the offer to the Customer. If accepted, this base price plus the Bounty shall represent the final contracted price to the Customer. Broker specifically acknowledges that where Broker discloses Company's pricing and other information to a Customer along with pricing and other information from other competitive retailers, Broker will ensure that the information provided by Company is as comparable as reasonably possible to the information provided by Company's competitors, and under all circumstances, that the Bounty to be paid to Broker is equivalent.

## 2. COMPENSATION

For each Customer procured for Company as a direct result of Broker's efforts, Company will pay Broker the amounts specified in Schedule A attached hereto ("Broker Fees"). In the event of a conflict between multiple Brokers concerning the same procured Customer, Company's then-current bid submission process(es) will determine the applicable payment for the Customer. Company shall never pay Broker Fees for the same Customer to more than one Broker. Broker Fees will be paid to Broker on or before the 25<sup>th</sup> day of each month for any Broker Fees earned during the previous calendar month. Company may disclose to any customer (or any governmental entity) the fees it is paying to the Broker for the services it provides hereunder if Company determines that such disclosure is required by applicable law or determined by Company to be in its best interests. In addition, Broker will not withhold disclosure to Customer that Broker will receive a fee in conjunction with Customer's retail electric service.

## 3. TERM AND TERMINATION

The term of this Agreement will commence on the date set forth on the signatory page ("Effective Date") of this Agreement and will remain in effect until terminated by either Party for any reason (with or without cause) upon thirty (30) days prior written notice. Termination may be immediate if imminent, irreparable harm may occur to the terminating Party absent such termination. Any future Broker Fees due under this Agreement will remain payable for all underlying Customer Agreement(s) and the renewal thereof until the underlying Customer Agreement(s) for which the Broker Fees are earned either fail to renew, terminate or expire. If at any time following the execution of the Customer Agreement, there exists an event of force majeure, default, or change in law, regulatory action or judicial action that would give rise to, or require termination, suspension or modification of the Customer Agreement, then Company may terminate or reasonably amend this Agreement without liability, penalty or damage to Broker, but will remain liable for any and all Broker Fees earned which are otherwise determined to be due under this Agreement.

## 4. ACCEPTANCE OF CUSTOMERS

The receipt of any information from Broker pursuant to Section 1 above shall in no way obligate Company to bid or to enter into any Customer Agreement. The decision as to whether to proceed with any transaction with any Customer shall be made at the sole discretion of Company and Company may or may not elect to offer electric or natural gas service to any Customer. If Company elects not to offer service to the Customer or if Company elects at any point following receipt of the information from Broker described in Section 1, to terminate negotiations or discussion with a Customer, Company may do so in Company's sole discretion and shall in such event Company shall have no liability to Broker whatsoever.

## 5. CURE PERIOD

If either Party fails in the performance of its obligations under this Agreement at any time during the Term, then the other party (the "Non-Defaulting Party") shall provide notice of such failure to perform to the defaulting Party (the "Defaulting Party"). Following receipt of such notice, the Defaulting Party shall have ten (10) Business Days to cure the event of default described in the notice. If such event of default is not cured within ten (10) Business Days following the Defaulting Party's receipt of notice, then the Non-Defaulting Party may terminate this Agreement and pursue such other remedies as may be available to the Non-Defaulting Party at law or in equity (but subject to the limitations provisions set forth below). The foregoing shall not be construed to limit or modify the termination provisions set forth in Section 3.

## 6. INDEMNIFICATION

Each Party will defend, indemnify, and hold harmless the other Party and its owners, officers, directors, employees, parent company(s), members and agents, from and against any and all liabilities, claims, charges, fees, penalties or fines incurred or claimed and resulting from or related to: (i) any breach or default of a Party's tax obligations hereunder; (ii) any of a Party's negligent acts or omissions or willful misconduct or any such act, omission or conduct on the part of such Party's employees or agents; or (iii) claims from third parties used or employed by the Parties in furtherance of this Agreement. These indemnification obligations will survive termination or expiration of this Agreement.

## 7. JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the State of Texas without application of applicable conflicts of laws. The exclusive venue for any controversy arising under this Agreement will be the state or federal courts of Harris County, Texas.

## 8. RELATIONSHIP OF PARTIES

This Agreement does not, and shall not be deemed to create any type of agency, joint venture, employment, franchise or similar relationship between Company and Broker. Broker will not represent itself as having any relationship to Company other than that of independent broker for the limited purpose of the referral of potential electric service Customers. Neither Party has, nor will represent itself as having, the ability to represent, obligate or restrict the other Party, and neither Party will conduct any act or make any statement that disparages, criticizes or otherwise damages the reputation of the other Party or that is otherwise inconsistent with the provisions of this Section 8. Broker shall be solely responsible for all certification requirements and expenses incurred in connection with Broker's activities under this Agreement, including but not limited to: its regulatory certifications, employee salaries and expenses; its taxes; marketing costs, and any other expenses related to or arising out of the performance of Broker's services under this Agreement.

## 9. FULL AGREEMENT

This Agreement together with the attached Schedule(s) represent the full and final agreement between the Parties relating to the subject matter set forth in this Agreement. This Agreement may only be amended by written instrument executed by each of the respective Parties.

## 10. ASSIGNABILITY

This Agreement shall be binding upon each of the Parties and their respective parent company, successors and assigns. Neither Party may assign this Agreement without the express written consent of the other Party which consent shall not be unreasonably withheld. However, either Party may assign this Agreement to its parent company or any of its parent company's subsidiaries ("Affiliates") without the written consent of the other Party. No consent shall be required in connection with a transfer of this Agreement that occurs by virtue of a sale of all or substantially all of the transferring Party's assets

## 11. NO LIABILITY

**Neither Party to this Agreement (nor their respective partners, shareholders, employees, officers or directors) shall be liable for any special, consequential, indirect, punitive or exemplary damages without regard to whether such damages arise in contract, in tort, or otherwise.**

## 12. NOTICES

Notices shall be sent to the following:

For The Broker:

Infinite Ville Solutions Pvt Ltd  
3rd Floor Building 59 Cavlery Ground  
Lahore 55000  
  
Phone: 305-424-8207  
Email: kashi.sig@gmail.com

For the Company:

**Mega Energy Holdings, LLC**  
Attn: Company Representative  
2150 Town Square Place. Suite 711.  
Sugar Land, TX 77479  
Phone: 281-287-2900  
Fax: 281-287-2901  
[mvillarreal@megaenergyllc.com](mailto:mvillarreal@megaenergyllc.com)

## 13. NON-EXCLUSIVE

Broker understands and acknowledges that this Agreement gives no exclusive right to sell the products and services of Company, and that Company may sell its products and services through a direct sales force, other independent Brokers or any other means that Company deems appropriate. However, both parties agree to give advance notice of any other similar relationship that either party enters into which may be deemed competing or conflicting with this Agreement prior to entering into said relationship.

## 14. TRADEMARKS AND TRADENAMES

Broker may represent to third parties that Broker conducts business with Company and that from time to time Broker makes referrals of retail electric and natural gas service contracts to Company. Neither Party will otherwise use, directly or indirectly, any trademarks, trade names, and/or service marks, or logo types of the other Party, in any manner, except in a manner and form that the other Party may prescribe in writing from time to time. Both Parties acknowledge that this Agreement does not confer any goodwill or other interest in any trademarks upon the other Party. Broker will comply with all sales and marketing policies and procedures that Company may establish from time to time for Broker to perform the services required of Broker hereunder and Broker will coordinate all of Broker's activities under this Agreement with Company's designated contact. Broker shall observe any directions, policies, instructions or restrictions provided by Company where Company requires that one or more of the foregoing be used as part of Company's overall protocol of soliciting particular Customers

## 15. CONFIDENTIALITY

Each Party will keep in confidence (and not disclose) the terms of this Agreement and any applicable Schedule to any third party (other than the Parties' and their affiliates' employees, lenders, counsel, consultants, or accountants who have agreed to keep such terms confidential), except in order to comply with any applicable law, order, regulation or exchange rule. In the event such disclosure is ordered or required, the disclosing Party will notify the other Party as soon as reasonably able. The Parties will be entitled to all remedies at law or equity to enforce this confidentiality obligation. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): trade secrets, inventions, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in any stage of development, source codes, object codes, research and development procedures, marketing techniques and materials, marketing and development plans, price lists, pricing policies, pricing models, business plans, information relating to customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files. Neither Party will disclose the other Party's Confidential Information to any other party without the express written consent of the Other Party prior to disclosure.

## 16. COUNTERPARTS

This Agreement may be executed in any number of counterparts all of which shall be representative of a single agreement.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the \_ day of June 1st, 2017.

**Broker:**

Kashif Nadeem  
**Company Representative**

**Company: Mega Energy Holdings LLC**

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**Company Representative**

## SCHEDULE A - BROKER FEE SCHEDULE

Each calendar month, for those Customers that have executed a Customer Agreement and have been accepted by Company, Company shall pay to Broker a Broker Fee as set forth below.

### 1. DETERMINATION OF PAYMENT AMOUNTS

Company shall pay to Broker a Broker Fee equal to \$      per kWh for electricity or NA per mcf for natural gas, multiplied by the total quantity of electricity of natural gas used, metered and paid for by Customers referred to Company by Broker during each billing period in which the Customer Agreements entered into pursuant to this Agreement are in effect. On a daily basis, Company shall provide to Broker matrix pricing that **includes/excludes** the Broker Fee of      per kWh of electricity or      per mcf of natural gas. Broker shall exclusively use this provided daily pricing and shall only extend the appropriate daily matrix pricing to Customers. Company shall pay to Broker the Broker Fees collected from Broker's Customers in a given calendar month, by the twentieth (25<sup>th</sup>) day of the following month (i.e., payment of Broker Fees collected by Company in May shall be made to Broker by June 25<sup>th</sup>). For purposes of calculating the above Broker Fee, each Customer's actual usage for each monthly billing cycle (or portion thereof, as applicable) shall be determined by Company based upon meter read information provided to Company by the transmission and distribution service provider.

### 2. TERMINATION OF PAYMENTS

The payment of any and all Broker Fees for acquired Customers pursuant to this Schedule shall continue for the life of the customer and shall only terminate and be discontinued upon the earlier of: (a) Company's payment of all Broker Fees payable for each monthly billing cycle of the term of service of an acquired Customer pursuant to a corresponding Customer Agreement, (b) the Customer's termination of service, or (c) Company's termination of this Agreement for cause for Broker's breach of its obligations hereunder. If a Customer terminates service with Company during the term of its Customer Agreement, Company shall only be obligated to pay Broker for each monthly billing cycle (or portion thereof) in which the applicable Customer was actually served by Company and for which Company has received full payment from the Customer.

### 3. EXTENSIONS

Any Broker Fees determined to be associated with renewal terms or extensions of Customer Agreements past the initial term or pursuant to a new Customer Agreement shall be paid for the life of the customer that are directly attributed to any such renewal or extension. If a Customer Agreement is extended past the initial term ("Extension"), any Broker Fee associated with the extension shall be paid in accordance with paragraphs 1-2 of this Schedule A, with the extension contract treated as a separate and independent Customer Agreement. Such renewal payments shall be paid consistent with the regular payment protocols for all Customer Agreements.

### 4. BLENDS AND EXTENDS

If a Customer's current rate is reduced through the extension of the associated Customer Agreement (a "Blend & Extend"), then Broker Fee payments for the period of the Blend and Extend shall be calculated as follows: (a) the initial Customer Agreement and any subsequent extensions or Blends & Extends, shall be added together as if the multiple Customer Agreements were one initial Customer Agreement for the applicable Customer, and (b) any accelerator and/or monthly amounts (however characterized) previously paid to Broker pursuant to prior Customer Agreements shall be deducted from the calculation of the payments owed for Blend & Extend arrangements. Payments for Blend & Extend transactions shall be paid upon the 25<sup>th</sup> of the month following the month in which Company receives payment of the first Customer's invoice following the execution of the renewal Agreement or effective Blend & Extend as applicable.