



**RECEIVED**  
**Dec 23 2025**  
**SC Court of Appeals**

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of 5/21/2023, by and between, Lifetime Energy with a principal place of business at, 368 E 400 S, Smithfield, UT, 84335, and Smart Home Enterprise LLC (“Contractor”), with a principal place of business at 1909 Madison Dr. north myrtle beach 29582 (“Contractor Work Address”).

### 1. Services.

1.1. Nature of Services. Contractor will perform the services, as more particularly described on Exhibit A, for Lifetime Energy as an independent contractor (the “Services”). The Services have been specially ordered and commissioned by Lifetime Energy. To the extent the Services include materials subject to copyright, Contractor agrees that the Services are done as “work made for hire” as that term is defined under U.S. copyright law, and that as a result, Lifetime Energy will own all copyrights in the Services. Contractor will perform such services in a diligent and workmanlike manner and in accordance with the schedule, if any, set forth in Exhibit A. The content, style, form and format of any work product of the Services shall be completely satisfactory to Lifetime Energy and shall be consistent with the company’s standards. Except as specified on Exhibit A, Lifetime Energy agrees that Contractor’s services need not be rendered at any specific location and may be rendered at any location selected by Contractor. Contractor hereby grants Lifetime Energy the right, but not the obligation, to use and to license others the right to use Contractor’s, and Contractor’s employees’, name, voice, signature, photograph, likeness and biographical information in connection with and related to the Services.

1.2. Relationship of the Parties. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor’s employees, look to Lifetime Energy as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor’s employees, shall be entitled to any benefits accorded to Lifetime Energy’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor’s expense, and in Contractor’s name, unemployment, disability, worker’s compensation and other insurance, as well as licenses and permits usual or necessary for conducting the Services.

1.3. Compensation and Reimbursement. Contractor shall be compensated and reimbursed for the Services as set forth on Exhibit B. Completeness of work product shall be determined by

Lifetime Energy in its sole discretion, and Contractor agrees to make all revisions, additions, deletions or alterations as requested by Lifetime Energy. No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate Lifetime Energy executive in writing. Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation. Contractor hereby indemnifies and holds Lifetime Energy harmless from any claims, losses, costs, fees, liabilities, damages or injuries suffered by Lifetime Energy arising out of Contractor's failure with respect to its obligations in this Section 1.3.

1.4. Personnel. Contractor represents and warrants to Lifetime Energy that its employees performing Services hereunder will have (a) sufficient expertise, training and experience to accomplish the Services; and (b) executed agreements which state that (i) all work done by the employee will be a work made for hire, as that term is defined under U.S. copyright law, and will be owned by Contractor; and (ii) the employee assigns all rights in and to all work done by the employee to Contractor. Contractor agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations. Contractor shall require all employees who perform Services and/or have performed Services hereunder to sign a copy of the form attached hereto as Exhibit C and Contractor shall forward copies of all of such forms to Lifetime Energy within five (5) days of executing the Agreement and/or within five (5) days of assigning a new employee to perform Services hereunder.

## 2. Protection of Lifetime Energy's Confidential Information.

2.1. Confidential Information. Lifetime Energy now owns and will hereafter develop, compile and own certain proprietary techniques, trade secrets, and confidential information which have great value in its business (collectively, "Company Information"). Lifetime Energy will be disclosing Company Information to Contractor during Contractor's performance of the Services. Company Information includes not only information disclosed by Lifetime Energy, but also information developed or learned by Contractor during Contractor's performance of the Services. Company Information is to be broadly defined and includes all information which has or could have commercial value or other utility in the business in which Lifetime Energy is engaged or contemplates engaging or the unauthorized disclosure of which could be detrimental to the interests of Lifetime Energy, whether or not such information is identified by the company. By way of example and without limitation, Company Information includes any and all information concerning discoveries, developments, designs, improvements, inventions, formulas, software programs, processes, techniques, know-how, data, research techniques, customer and supplier lists, marketing, sales or other financial or business information, scripts, and all derivatives, improvements and enhancements to any of the above. Company Information also includes third-party information which is in Lifetime Energy's possession under an obligation of confidential treatment.

2.2. Protection of Company Information. Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not

divulge, communicate, or use Company Information, except for Contractor's own use during the Term of this Agreement to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing, Company Information from Lifetime Energy's principal place of business, without prior written approval of Lifetime Energy.

2.3. Exceptions. Contractor's obligations with respect to any portion of the Company Information as set forth above shall not apply when Contractor can document that (i) it was in the public domain at the time it was communicated to Contractor by Lifetime Energy; (ii) it entered the public domain subsequent to the time it was communicated to Contractor by Lifetime Energy through no fault of Contractor; (iii) it was in Contractor's possession free of any obligation of confidence at the time it was communicated to Contractor by Lifetime Energy; or (iv) it was rightfully communicated to Contractor free of any obligation of confidence subsequent to the time it was communicated to Contractor by Lifetime Energy.

2.4. Company Property. All materials, including without limitation documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (together the "Materials"), which are furnished to Contractor by Lifetime Energy or which are developed in the process of performing the Services, or embody or relate to the Services, the Company Information or the Innovations (as defined below), are the property of Lifetime Energy, and shall be returned by Contractor to Lifetime Energy promptly upon request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason. Contractor is granted no rights in or to such Materials, the Company Information or the Innovations, except as necessary to fulfill its obligations under this Agreement. Contractor shall not use or disclose the Materials, Company Information or Innovations to any third party.

### 3. Prior Knowledge and Relationships.

3.1. Prior Inventions and Innovations. Contractor has disclosed on Exhibit D, a complete list of all inventions or innovations made by Contractor prior to commencement of the Services for Lifetime Energy and which Contractor desires to exclude from the application of this Agreement. Contractor will disclose to Lifetime Energy such additional information as Lifetime Energy may request regarding such inventions or innovations to enable Lifetime Energy to assess their extent and significance. Lifetime Energy agrees to receive and hold all such disclosures in confidence.

3.2. Other Commitments. Except as disclosed on Exhibit D to this Agreement, Contractor has no other agreements, relationships or commitments to any other person or entity which conflict with Contractor's obligations to Lifetime Energy under this Agreement. The Contractor agrees not to enter into any agreement, either written or oral, in conflict with this Agreement.

### 4. Non-Disclosure of Trade Secrets, Customer Lists and Other Confidential Information.

4.1 Representation and Warranties. Independent Contractor represents and warrants that their relationship with Lifetime Energy will not cause or require he/she/it to breach any obligation to, agreement, or confidence related to confidential, trade secret and proprietary information of any other person, company or entity. Further, Independent Contractor acknowledges that a condition of this relationship is that he/she/it has not brought and will not bring or use in the performance of his/her/its duties at Lifetime Energy any proprietary or confidential information, whether or not in writing, of a former employer or contracting company without that employer or company's written authorization. Breach of this condition results in automatic termination of the relationship as of the time of breach. Except as may be noted on the back of the signature page hereof, there are no inventions of Independent Contractor heretofore made or conceived by Independent Contractor that Independent Contractor deems to be excluded from the scope of this Agreement, and Independent Contractor hereby releases Lifetime Energy from any and all claims by the Independent Contractor by reason of any use by Lifetime Energy of any invention heretofore made or conceived by Independent Contractor.

4.2 Confidential Information. In connection with the rendering of the service of Confidential Information (as defined below) may be discovered by or disclosed to the Independent Contractor. Independent Contractor agrees to treat all Confidential Information with the highest duty of trust imposed upon a fiduciary, not to disclose or allow access to any Confidential Information to any person, to refrain from using Confidential Information for purposes other than the performance of the services or as otherwise directed by the Company, to refrain from reproducing any Confidential Information except as necessary to perform the services, and to return to the Company all documents and other materials containing Confidential Information immediately upon the Company's request and in any event upon the termination of this Agreement or completion of the services. Independent Contractor acknowledges that the Company will have no adequate remedy at law for any breach of the foregoing provisions, and that, accordingly, the Company may obtain injunctive relief or a decree of specific performance directing Independent Contractor to cure any such breach and to refrain from further actions that would constitute such a breach. For purposes of this Agreement, the term "Confidential Information" means any and all information (and any and all documents or other media or materials containing information) that is: (a) not publicly available and that pertains to the Company, the services or this Agreement, whether or not such information is expressly labeled or described as confidential; or (b) expressly labeled or described as confidential. Independent Contractor acknowledges and agrees that its obligations under this Agreement and all other confidentiality provisions of this Agreement are as a fiduciary to the Company and that any release of information by Independent Contractor contrary to these confidentiality provisions shall be subject to all remedies and damages available to the Company in law and equity for breach of fiduciary duty. The covenants contained in this Section shall survive the termination of this Agreement.

4.3 Confidentiality. Independent Contractor hereby acknowledges that Lifetime Energy has made, or may make, available to Independent Contractor certain customer lists, client information, pricing data, supply sources, techniques, computerized data, maps, methods, product design information, market information, technical information, benchmarks, performance

standards and other Confidential Information of, or licensed to, the Company or its clients/customers ("Customers"), including without limitation, trade secrets, inventions, patents, and copyrighted materials (collectively, the "Confidential Material"). Independent Contractor acknowledges that this information has independent economic value, actual or potential, that is not generally known to the public or to others who could obtain economic value from their disclosure or use, and that this information is subject to a reasonable effort by the Company to maintain its secrecy and confidentiality. Except as essential to Independent Contractor's obligation under this Agreement, Independent Contractor shall not make any disclosure of this Agreement, the terms of this Agreement, or any of the Confidential Material. Except as essential to Independent Contractor's obligations pursuant to their relationship with the Company, Independent Contractor shall not make any duplication or other copy of the Confidential Material. Independent Contractor shall not remove Confidential Material or proprietary property or documents without written authorization. Immediately upon request from Lifetime Energy, the Independent Contractor shall return to the Company all Confidential Material, Confidential Information or proprietary property or documents. Independent Contractor shall notify each person to whom any disclosure is made that such disclosure is made in confidence, that the Confidential Material shall be kept in confidence by such persons, and that such persons shall be bound by the provisions of this Agreement. Independent Contractor further promises and agrees not to solicit Customers or potential Customers of the Company, after the termination of this Agreement, while making use of Lifetime Energy's Confidential Material.

4.4 Non-Solicitation Covenant. Independent Contractor shall not, during the Agreement and for a period of one year immediately following termination of this Agreement, either directly or indirectly, call on, solicit, or take away, or attempt to call on, solicit, or take away, any of the customers or clients of the Company on whom Independent Contractor called or became acquainted with during the terms of this Agreement, either for their own benefit, or for the benefit of any other person, firm, corporation or organization.

4.5 Non-Recruit Covenant. Independent Contractor shall not, during this Agreement and for a period of one year immediately following termination of this agreement, shall not directly or indirectly, for himself/herself or on behalf of or in conjunction with any other person(s), firm(s), corporation(s), association(s) or any other entity, in any manner whatsoever seek to hire any of the Company's employees, representatives, agents or other Independent Contractors for the purpose of having such employee or Independent Contractor engage in services that are the same, similar or related to the services performed by Independent Contractor on behalf of the Company or attempt to persuade any of the Company's employees, representatives, agents or other Independent Contractors to terminate his/her employment or other relationship with the Company.

4.6 Business Opportunities. During the terms of this Agreement, if Independent Contractor becomes aware of any project, investment, venture, business or other opportunity (any of the preceding, collectively referred to as an "Opportunity") that is similar to, competitive with, related to, or in the same field as Lifetime Energy, or any project, investment, venture, or business of Lifetime Energy, then Independent Contractor shall so notify Lifetime Energy immediately in

writing of such Opportunity and shall use Independent Contractor's good-faith efforts to cause Lifetime Energy to have the opportunity to explore, invest in, participate in, or otherwise become affiliated with such Opportunity.

4.7 No Ownership. Neither Independent Contractor nor any of their agents or principals shall become or be deemed an owner, partner, joint venture or agent of or with Lifetime Energy or any of its affiliates or related companies or businesses by reason of this Agreement or his/her relationship with Lifetime Energy unless set forth in a separate written agreement signed and dated by the parties. Neither Lifetime Energy nor Independent Contractor nor any agent, Independent Contractor, officer or independent contractor of or retained by Independent Contractor shall have any authority to bind the other in any respect unless set forth in a separate written agreement signed and dated by the parties.

## 5. Termination of Agreement.

5.1 Term. This Agreement shall be effective from the date first listed above for the period set forth on Exhibit A, or until completion of the Services, as applicable, unless sooner terminated by either party in accordance with the terms and conditions of this Agreement ("Term"). This Agreement is terminable by either party at any time, with or without cause, effective upon notice to the other party. If Lifetime Energy exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately, except that Lifetime Energy shall be obligated to compensate Contractor for work performed up to the time of termination. If the Contractor exercises its right to terminate the Agreement, any obligation it may otherwise have under this Agreement shall cease immediately. Additionally, this Agreement shall automatically terminate upon Contractor's death. In such event, Lifetime Energy shall be obligated to pay Contractor's estate or beneficiaries only the accrued but unpaid compensation and expenses due as of the date of death.

5.2 Continuing Obligations of Contractor. The provisions of Sections 1.1 (as relates to creation and ownership of copyright), 1.2, 1.3, 2, 3, 4, 5.2, and 6 shall survive expiration or termination of this Agreement for any reason.

## 6. Additional Provisions.

6.1 Governing Law and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue in the federal and state courts. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and other expenses.

6.2 Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Agreement, by operation of law

or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Lifetime Energy's prior written consent which may be withheld as Lifetime Energy determines in its sole discretion. Any such purported assignment shall be void.

6.3 Severability. If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

6.4 Entire Agreement. This Agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

6.5 Injunctive Relief. Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Agreement by Contractor, Lifetime Energy will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement.

6.6 Contractor's Remedy. Contractor's remedy, if any, for any breach of this Agreement shall be solely in damages and Contractor shall look solely to Lifetime Energy for recovery of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against any third party with respect to any dispute arising under this Agreement. Contractor shall look solely to Lifetime Energy for any compensation which may be due to Contractor hereunder.

6.7 Agency. Contractor is not Lifetime Energy's agent or representative and has no authority to bind or commit Lifetime Energy to any agreements or other obligations.

6.8 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived, only by a writing signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

6.9 Notices. Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service, by air courier with receipt of delivery, or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

**CAUTION: THIS AGREEMENT AFFECTS YOUR RIGHTS TO INNOVATIONS YOU MAKE PERFORMING YOUR SERVICES AND RESTRICTS YOUR RIGHT TO DISCLOSE OR USE**

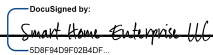
LIFETIME ENERGY'S CONFIDENTIAL INFORMATION DURING OR SUBSEQUENT TO YOUR SERVICES.

CONTRACTOR HAS READ THIS AGREEMENT CAREFULLY AND UNDERSTANDS ITS TERMS. CONTRACTOR HAS COMPLETELY FILLED OUT EXHIBIT D TO THIS AGREEMENT.

CONTRACTOR

Smart Home Enterprise LLC

CONTRACTOR (Print Name)

 \_\_\_\_\_

SIGNATURE OF CONTRACTOR

COMPANY REPRESENTATIVE

By: Logan Smith

Date: 5/21/2023

EXHIBIT A Payment

Independent Contractor Agreement between Lifetime Energy LLC, a Utah Limited Liability Corporation, and Smart Home Enterprise LLC ("Contractor") dated as of 5/21/2023 ("Date").

Compensation

Lifetime Energy shall pay Contractor according to the following schedule:

- PV Pricing - Contractor shall receive proceeds of sale above \$2.15 /watt base price minus the cost of financing or additional adders.

-Adders:

MPU: \$2500 an adder of \$2500 will only be charged to contractor if PV system is under 10kw. If PV system is in excess of 10kw Lifetime Energy LLC will assume cost of MPU

Ground Mount: .50 cents per watt Including 100 feet of trenching. \$18 per linear foot after the first 100 feet.

- Commercial Pricing – Due to the variables in Commercial pricing, each Commercial Project will be evaluated on an individual basis.