INDEPENDENT SALES REPRESENTATIVE AGREEMENT

This Independent Sales Representative Agreement ("Agreement") is entered into as of _____, 20__ ("Effective Date"), by and between:

BGR Radiator
25 Center Parkway
Plainfield, CT 06374
("Company")

and

_____
Address: _____
("Representative")

Collectively referred to as the "Parties."

1. APPOINTMENT
Company hereby appoints Representative as a non-exclusive independent sales representative to market, promote, and solicit sales of Company's products and services. Representative accepts such appointment and agrees to use commercially reasonable efforts to develop business opportunities for Company.

Representative shall have no authority to bind Company, enter into contracts on behalf of Company, or make commitments on Company's behalf unless specifically authorized in writing.

2. PRODUCTS AND SERVICES
Representative shall market and solicit orders for Company's products, hardware, equipment, repair services, engineering services, field services, and any additional products or services Company may offer from time to time.

All customer orders, pricing, quotations, proposals, and contracts are subject to Company's final approval and acceptance.

3. COMMISSION COMPENSATION
Hardware Sales: 5% of net revenue received by Company from hardware sales resulting from Representative's efforts.

Service Sales: 10% of net revenue received by Company from service sales resulting from Representative's efforts.

"Net Revenue" means amounts actually received by Company from a customer, excluding

sales taxes, shipping charges, freight, credits, refunds, rebates, discounts, chargebacks, and uncollectible amounts.

4. CASH BASIS PAYMENT
All commissions shall be calculated and paid NET 15 on a cash-received basis. Representative earns commissions only when Company receives payment from the customer. No commission shall be due on unpaid invoices, cancelled orders, refunded amounts, bad debt, credits issued to customers, or uncollectible accounts. Commission payments shall be made within thirty (30) days after the end of the month in which Company receives payment.

5. EXPENSES
Representative shall bear all costs and expenses incurred in connection with the performance of services unless otherwise approved in writing by Company.

6. INDEPENDENT CONTRACTOR STATUS
Representative is an independent contractor and not an employee of Company. Representative shall be solely responsible for taxes, insurance, licenses, permits, and employment-related obligations. Nothing herein creates an employer-employee relationship, partnership, joint venture, or agency relationship.

7. CUSTOMER OWNERSHIP
All customer records, customer information, customer goodwill, proposals, quotations, pricing information, and business opportunities associated with Company's business shall remain the sole property of Company.

8. CONFIDENTIALITY
Representative shall not disclose or use any confidential or proprietary information belonging to Company except as necessary to perform services. This obligation survives termination.

9. NON-CIRCUMVENTION
During the term of this Agreement and for twenty-four (24) months following termination, Company agrees not to intentionally circumvent Representative regarding any customer, prospect, referral source, distributor, contractor, consultant, or business opportunity first introduced to Company by Representative. Representative shall remain entitled to commissions as detailed in this Agreement on qualifying opportunities introduced by Representative. The Parties acknowledge that a breach of this Section may result in irreparable harm and that the injured Party may seek injunctive relief.

10. TERM AND TERMINATION
This Agreement shall commence on the Effective Date and continue until terminated. Either Party may terminate this Agreement upon thirty (30) days' written notice. Company may terminate immediately for cause, including fraud, misrepresentation, breach of confidentiality, criminal conduct, or material breach.

11. POST-TERMINATION COMMISSIONS
Representative shall continue to receive commissions on accounts introduced by Representative and accepted by Company prior to termination for a period of twenty-four (24) months after termination, provided the customer was introduced during the term, Company performs the work or sale, Company receives payment, and the sale results from the relationship established through Representative's efforts.

12. COMPLIANCE WITH LAW
Representative shall comply with all applicable federal, state, and local laws, regulations, and industry standards.

13. ASSIGNMENT
Neither Party may assign its rights or obligations without prior written consent of the other Party, except that Company may assign this Agreement in connection with a merger, acquisition, or sale of substantially all assets.

14. GOVERNING LAW
This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

15. DISPUTE RESOLUTION AND ARBITRATION
In the event of any dispute, claim, controversy, or disagreement arising out of or relating to this Agreement, including its interpretation, performance, breach, termination, enforcement, or validity, the Parties shall first attempt in good faith to resolve the matter through informal negotiations.

If the dispute cannot be resolved within thirty (30) days of written notice, the dispute shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules.

The arbitration shall be conducted by a single arbitrator experienced in commercial contract disputes and shall take place in New London County, Connecticut, unless the Parties agree otherwise.

The arbitrator may award any remedy available under applicable law. The arbitrator's decision shall be final and binding, and judgment upon the award may be entered in any court of competent jurisdiction.

Each Party shall bear its own attorneys' fees and costs unless the arbitrator determines otherwise. Arbitrator fees and administrative costs shall be shared equally unless allocated differently by the arbitrator.

Notwithstanding the foregoing, either Party may seek temporary, preliminary, or permanent injunctive relief in a court of competent jurisdiction to protect confidential information, enforce the non-circumvention provisions of this Agreement, or protect

intellectual property rights pending arbitration.

The Parties knowingly and voluntarily waive any right to a jury trial concerning disputes arising under this Agreement.

16. ENTIRE AGREEMENT
This Agreement contains the complete understanding of the Parties and supersedes all prior oral and written agreements concerning its subject matter. No amendment shall be valid unless in writing and signed by both Parties.

17. SEVERABILITY
If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SIGNATURES

BGR RADIATOR

By: _____
Name: _____
Title: _____
Date: _____

REPRESENTATIVE

By: _____
Name: _____
Date: _____

Exhibit A - Compensation Summary

Revenue Type	Commission Rate	Payment Basis
Hardware Sales	5%	Cash Received
Service Sales	10%	Cash Received

Commission is earned only upon Company receipt of customer payment and is paid pursuant to the terms of this Agreement.