

## Sales Representative Contract

This Sales Representative Contract is made effective as of \_\_\_\_\_ (the "Effective Date"), by and between Exact Marketing DBA Lizard Skins ("Lizard Skins"), and \_\_\_\_\_ ("This Rep").

Lizard Skins is a manufacturer and distributor in the cycling market for the following described products ("the Products"):

- Lizard Skins DSP Bar Tape
- Lizard Skins Grips
- Lizard Skins Cycling Gloves
- Lizard Skins Bike Protection
- Lizard Skins Protective Gear
- Lizard Skins Saddle Bags
- Lizard Skins Cycling Accessories

This Rep desires to have services provided by Lizard Skins to market and sell the Products in the following territory: \_\_\_\_\_

Lizard Skins hereby appoints This Rep as sales representative within the territory listed above as of the Effective Date, to solicit orders for the Products upon the terms and subject to the conditions set forth herein. This territory is subject to change from time to time at the discretion of Lizard Skins.

Therefore, the parties agree as follows:

### **DESCRIPTION OF SERVICES.**

This Rep shall use his/her best efforts to sell and promote the sale of the Products within and only within the territory defined above, under the conditions set forth in this contract, and abiding to Lizard Skins policies as they are communicated from time to time.

Orders received by this Rep shall be immediately forwarded to Lizard Skins. This Rep shall only accept orders which meet minimum requirements as established by Lizard Skins. This Rep shall use forms and documents provided by Lizard Skins for such orders. Each order solicited by This Rep is subject to acceptance by Lizard Skins, who may for any reason choose to refuse any order. This Rep is not authorized to alter dealer payment terms.

This Rep shall adhere to Lizard Skins' channel management policies as they are communicated from time to time. While This Rep shall be free to exercise business judgment as to the persons and businesses from which he/she will solicit orders for Lizard Skins products, Lizard Skins shall retain all responsibility for approval of all new dealer accounts. This Rep is not authorized, compensated, or supported in his/her relationships with dealers who do not meet dealer requirements as communicated by Lizard Skins from time to time. This Rep is not authorized, compensated or supported in his/her relations with dealers outside of their established territory, or to any OEM, Distributors or Multi-store National accounts in this or any territory. This Rep shall not pursue Lizard Skins business with dealers included on Lizard Skins' "do-not-sell" list.

This Rep shall adhere to Lizard Skins' policies and procedures for consumer warranties, as communicated by Lizard Skins from time to time. This Rep shall immediately forward any warranty claims to Lizard Skins.

## **SUPPORT SERVICES.**

Lizard Skins will provide a \$300.00 wholesale credit of rep samples to This Rep. Upon termination of this contract This Rep shall return these samples to Lizard Skins. This Rep may purchase an additional \$300.00 in samples from Lizard Skins at staff pricing, which shall not be required to be returned upon termination of this contract.

Lizard Skins shall pack, invoice and ship orders placed by This Rep, in accordance with the terms of this contract. Lizard Skins may for any reason choose to refuse any order placed by This Rep.

## **TERM.**

The term of this contract is as described above, beginning on the Effective Date. Items included in the "Parting of Ways" section shall survive the termination of this contract. This contract may be terminated without "Cause" at any time by either party giving a thirty day notice in writing to the other party.

During the term of this contract, Lizard Skins may, for "Cause," immediately terminate the rights of This Rep under this contract by giving a written notice of such termination. For the purposes of this contract, "Cause" shall include but not be limited to (i) This Rep's disregard of lawful instructions of Lizard Skins that are consistent with the duties set forth herein; (ii) This Rep's failure to perform his/her duties in compliance with Lizard Skins' reasonable standards of performance, whether or not such failure is due to This Rep's death, illness, incapacity or retirement, or other reason; (iii) This Rep's willful actions which do or are likely to result in material damage or embarrassment to Lizard Skins' reputation or other legitimate business interests; (iv) This Rep's abuse or illegal use of alcohol or other drugs or controlled substances; (v) This Rep's material breach of any of the terms or conditions herein; (vi) the conviction of this Rep of a felony or entry of a guilty plea or plea of nolo contendere by This Rep to a felony (or any other crime that might have a material adverse effect upon This Rep's ability to carry out his/her obligations under this Agreement); or (vii) This Rep's theft, embezzlement or misappropriation of funds or other property from Lizard Skins.

## **COMPENSATION.**

Beginning on the Effective Date, Lizard Skins will pay a 10% commission fee to This Rep on dealer orders in this Rep's territory which are placed, minus freight charges, taxes, and refunds/returns. Lizard Skins will pay a 12% commission fee to This Rep on the singular initial order placed by new dealers acquired by This Rep, minus freight charges, taxes, and refunds/returns. All commission fees will be calculated and paid on money collected, not orders placed. One commission check will be sent to This Rep on or before the 22nd of each month for the previous month's money collected.

If, after a commission has been paid to This Rep, Lizard Skins refunds any or all of the purchase price to the customer for any reason, Lizard Skins may deduct from future commissions the proper proportionate amount of the commission previously paid to This Rep for the refunded products or, at Lizard Skins' election, require This Rep to repay Lizard Skins such amount within thirty days after receiving notice of such election.

In the event that Lizard Skins terminates this contract because This Rep has breached this contract or has failed to meet Lizard Skins' expectations, the commissions paid to This Rep following such termination shall be paid once the Rep samples have been returned to Lizard Skins.

This Rep will not receive commission on orders placed through Lizard Skins' Employee Purchase or Sponsorship programs.

## **INDEPENDENT CONTRACTOR STATUS.**

The respective parties hereto are independent contractors, and nothing herein shall be deemed to create a relationship of partnership, joint venture or principal and agent. This contract shall not entitle either party to make commitments of any kind for the account of the other party as agent or otherwise, or to assume or create any obligation, express or implied, on behalf of the other party, or to bind the other party in any respect, and each party agrees to and shall indemnify and hold the other party harmless in this regard.

This Rep is free to provide services or work for other persons and/or businesses during the period of this contract so long as the services or work does not interfere with any duties, obligations, or promises made under this contract.

This Rep may not assign his/her obligations under this contract to any party, without Lizards Skins' express written permission.

This Rep shall be solely responsible for the amount of wages, benefits, work schedules and work conditions of any assistants, partners or employees.

This Rep shall be responsible for payment of his/her own costs and expenses of conducting his/her business, including but not limited to:

- worker's compensation and all other liability insurance
- business license fees
- permits, taxes assessments of any regulatory board, agency or political subdivision
- self-employment taxes such as income taxes, unemployment taxes, Social Security taxes
- meal and travel expenses

#### **DUTY OF LOYALTY.**

This Rep warrants and represents that he/she has not violated, is not violating and will not violate any of the conditions of any prior independent contractor, employment, non-compete, or similar agreement.

Through the duration of this contract, This Rep shall not represent, either directly or indirectly, any business that sells and/or promotes any products that are similar to or that compete with Lizard Skins Products. This Rep agrees to promptly notify Lizard Skins in the case that he/she begins to represent a new product and/or company. If during the duration of this contract This Rep begins to represent a new product/company, Lizard may determine a conflict of interest and immediately terminate relationships with This Rep.

This Rep shall not appropriate, usurp, or subvert any corporate opportunity of Lizard Skins.

#### **CONFIDENTIALITY.**

This Rep shall not, at any time during or after the duration of this contract, use, reveal or otherwise make available any commercially valuable information, technical or non-technical, for any purpose, or to divulge such information to any person or entity other than expressly designated by Lizard Skins.

Upon termination of this contract, This Rep shall immediately deliver to Lizard Skins all documents and materials (whether in written or electronic form) which contain trade secrets or confidential information. This includes, but is not limited to, all Lizard Skins books, records, documents and customer lists.

#### **INTELLECTUAL PROPERTY.**

This Rep may use Lizard Skins' trade names, trademarks and service marks in the previously established territory on a nonexclusive basis only for the duration of this contract and solely for display or advertising purposes in connection with soliciting orders for the Products in accordance with this contract.

**INDEMNIFICATION & DISPUTE RESOLUTION.**

This Rep shall indemnify, defend and hold harmless Lizard Skins and its employees from and against all damages, losses, deficiencies, liabilities, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by, asserted against or suffered by Lizard Skins in connection with actions, suits, demands or claims of any nature whatsoever incident to the conduct of This Rep's operations under this contract.

The parties shall attempt in good faith to resolve any controversy or claim arising out of or relating to this contract, or the breach, termination, or validity thereof. If a dispute has not been resolved within 30 days by negotiation, the parties shall attempt to mediate through the selection of a mutually agreeable mediator, who shall conduct mediation in accordance with Utah law. If a dispute is not resolved by mediation, then the dispute may be settled by litigation. This Rep agrees to submit to the jurisdiction of the courts of the State of Utah for purposes of resolving any dispute arising out of or connected with this contract.

**PARTING OF WAYS.**

The following items in this contract shall by their nature survive the termination of this contract:

- Paragraph one in the section "SUPPORT SERVICES".
- Paragraph three in the section "COMPENSATION".
- The section "CONFIDENTIALITY".
- The section "INDEMNIFICATION & DISPUTE RESOLUTION".

--

IN WITNESS WHEREOF, Exact Marketing, DBA Lizard Skins and \_\_\_\_\_ have executed this agreement by and through their duly authorized representatives, effective as of the Effective Date.

-EXACT MARKETING, DBA LIZARD SKINS

- \_\_\_\_\_ (print name)

BY: \_\_\_\_\_ ON: \_\_\_\_\_

BY: \_\_\_\_\_ ON: \_\_\_\_\_

Signature Date

Signature Date