

[Non-Exclusive]

Sales Representative Agreement

This [Non-Exclusive] Sales Representative Agreement is made on December 21, 2018, (the "**Effective Date**") between John Cox, of Chip In Golf Event with its principal place of business at 335 S. Sanga Road, Cordova, TN, 38018 (the "**Representative**") and Desert Fox Golf, LLC., a Limited Liability Corporation with its principal place of business at 2705 S. Alma School Road, Suite #2, Chandler, AZ 85286 (the "**Company**").

The parties agree as follows:

1. Appointment

1.1. Appointment of Representative. The Company hereby appoints the Representative as a non-exclusive sales representative to sell and promote the Company's products listed in Schedule A, List of Products (the "Products"). The Representative hereby accepts the appointment and agrees to represent and promote the sale of the Products on a non-exclusive basis.

1.2. Territory. During the Term, the Representative will not be bound by a geographical area (the "Territory").

1.3. Affiliate Sales. During the Term, the Representative will be compensated for all sales facilitated and closed by the Representative (the "Affiliate Sales") regardless of Territory.

1.4. Customers

1.4.1. Target Customers. The Representative shall direct it's sales and promotional efforts toward the following: events, organizations, charities, and pro shops. This description is not intended to be exhaustive but only to give examples of the nature and type of customer to whom the Company wishes the Products to be sold.

1.4.2. Existing Customers. The Representative acknowledges that the Company has existing relationships with those customers listed in Schedule B (the "Existing Customers"), and that no compensation is payable for sales made by the Representative to Existing Customers.

2. Commission and Expenses

2.1. Commissions. The Company shall pay the Representative a commission on Affiliate Sales of the Products, where the Affiliate Sales were made substantially through its efforts, except as provided in section 2.4 (No Commissions in Certain Circumstances).

2.2. Calculation of Commissions. Commissions are calculated as follows:

2.2.1. 12% of the Net Amount that the Company charges for orders of the Products placed through the Representative (other than to Existing Customers and their affiliates).

2.3. Offsets and Charge-Backs. In calculating the Representative's commission, the Company may offset any credits, cancellations, refunds, allowances, and returns to or by customers of revenues on which Representative has already been paid commissions under this agreement, but in no event will the offset for any customer exceed the sales price of that customer's returned, cancelled, or otherwise credited Products.

2.4. No Commissions in Certain Circumstances. The Company will not be required to pay the Representative a commission in any of the following circumstances:

- if prohibited under applicable Law,
- if the Representative did not directly facilitate the sale of the Products to a customer,
- on any sale to any customer that is directly or indirectly owned by or under common ownership with the Representative,
- on any sales to Existing Customers, or
- on any sale of Products to a customer occurring more than 30, thirty, days after the expiration or termination of this agreement, unless the sale is the direct result of the Representative's sales efforts before the termination or expiration.

2.5. Expenses. The Representative is solely responsible for any expenses it incurs in performing its services under this agreement.

2.6. Definition of "Net Amount." In this agreement, "Net Amount" means the sales price of the sold product as listed on the applicable invoice, less charges for handling, freight, sales, use, value added, or similar taxes, import or export taxes or levies taxes, C.O.D. charges, insurance, customs duties, trade discounts, and any other fees or charges of any Governmental Authority.

3. Payment Obligations

3.1. Timing of Payment. The Company shall pay the Representative its commissions within 30, thirty, days of the Company's receipt of payment from the customer, based on the amounts actually received. (For example, installment payments from a customer will result in installment commission payments to the Representative.)

3.2. Taxes. The Representative is solely responsible for paying all taxes incurred as a result of the performance of its services under this agreement and complying with all tax-related obligation. The Company has no obligation to pay or withhold any sums for taxes.

4. Representative's Responsibilities

4.1. Duties. The Representative shall devote such time, energy, and skill on a regular and consistent basis as is necessary to sell and promote the sale of the Company's Products.

4.2. Finalizing Orders. The Representative shall assist in finalizing agreements and purchase orders with each customer, in form and substance satisfactory to the Company, for such customer's purchase of the Products.

4.3. Stating Company Policies. The Representative shall accurately represent and state Company policies to all present and potential customers.

4.4. Sales-Related Services. The Representative shall perform all other sales-related services as the Company may reasonably require.

4.5. Maintaining Contact. The Representative shall maintain contact with the Company via telephone, e-mail, or other agreed-upon means of communication with reasonable frequency to discuss sales activity.

4.6. Notice to Company. The Representative shall give prompt Notice to the Company

- of all sales and orders,
- of any new companies or products that it represents at the time that it starts promoting those new companies and products,
- of any problems concerning customers (including Existing Customers)

4.7. Compliance with Laws. The Representative shall comply with all Laws and industry regulations relating to its representation of the Products.

4.8. No Conflicting Representation. The Representative shall not represent, promote, or otherwise try to sell any lines or products that, in the Company's judgment, compete with the Products unless agreed to by the Company.

5. Company's Responsibilities

5.1. Sales and Marketing Materials. The Company shall provide the Representative, at no cost, with digital copies of sales and marketing materials relating to the Products.

5.2. Sample Products. The Company shall prepare samples for potential customers, as reasonably requested by the Representative, but only if the Representative has given the Company sufficient notice of its request.

5.3. Product Information. The Company shall provide the Representative with current information as to improvements, upgrades, or other changes in the Products.

5.4. Sales Terms. The Company shall

- determine all Product prices and terms of sale, and
- give timely Notice to the Representative of any Product price changes.

6. Term

6.1. Initial Term. The initial term of this agreement will begin on [DATE] and end on [DATE], unless terminated earlier.

6.2. Renewal Terms. Following the initial term, this agreement will automatically renew for successive 1, one, year terms, unless terminated earlier. If a party elects not to renew this agreement, that party shall provide Notice of that intention to the other party at least 30, thirty, days before the renewal date.

7. Representative's Representations

7.1. No Conflicts. The Representative is under no restriction or obligation that may affect the performance of its obligations under this agreement.

7.2. No Competing Representation. The Representative does not currently represent or promote any products or services that compete with the Products.

8. Acknowledgements

8.1. Non-Exclusivity. The Company's appointment of the Representative is non-exclusive. The Company may appoint additional representatives without liability or obligation to the Representative.

8.2. No Other Compensation. The compensation detailed in section 2 (Commissions and Expenses) is the Representative's sole compensation under this agreement.

8.3. No Authority. The Representative has no authority to bind the Company in any manner.

8.4. Right to Use Company Marks. The Representative's right to use the Company Marks derives solely from this agreement and is limited to performing its obligations under this agreement.

8.5. No Obligation. Nothing in this agreement creates any obligation between either party and any third party.

9. Use of Company Marks

9.1. Ownership of Company Marks. The Representative recognizes the Company's exclusive right, title, and interest in and to all service marks, trademarks, and trade names used by the Company (collectively, the "Company Marks").

9.2. Actions in Company's Best Interests. The Representative shall act in the best interests of the Company as owner of the Company Marks and in such a way as to preserve and protect the Company's interest in them.

9.3. No Rights in Company Marks. The Representative shall not apply for, acquire, or claim any right, title, or interest in or to any Company Marks or in any marks that may be confusingly similar to any of them.

10. Confidentiality

10.1. Confidentiality Obligations. During the period starting on the Effective Date and ending after the date of termination or expiration of this agreement (the "Restricted Period"), the Representative shall hold all Confidential Information in confidence in accordance with the terms of this agreement.

10.2. Use only for the Purpose. The Representative shall use the Confidential Information solely for the purpose of selling and promoting the Products.

10.3. Definition of Confidential Information. In this agreement, "Confidential Information" means all non-public business-related information, written or oral, disclosed or made available by the Company to the Representative, directly or indirectly, through any means of communication or observation, but does not include information that

- is or becomes publicly known through no wrongful act of the Representative,
- the Representative received in good faith on a non-confidential basis from a source other than the Company,
- was in the Representative's possession before its disclosure by the disclosing party or its Representatives,
- the Representative developed independently without breach of this agreement, or
- the Company has explicitly approved, by Notice to the Representative, for release to a third party.

11. Termination

11.1. Termination on Notice. Either party may terminate this agreement for any reason upon 30, thirty, Business Days' Notice to the other party.

11.2. Termination on Breach. If either party commits any material breach or material default in the performance of any obligation under this agreement, and the breach or default continues for a period of 30, thirty, Business Days after the other party delivers Notice to it reasonably detailing the breach or default, then the other party may terminate this agreement, with immediate effect, by giving Notice to the first party.

11.3. Termination on Insolvency. This agreement will terminate immediately upon either party's insolvency, bankruptcy, receivership, dissolution, or liquidation.

12. Effect of Termination

12.1. Return of Property. Within 30, thirty, days of the termination or expiration of this agreement, the Representative shall return to the Company all the Company's property, and destroy all documents relating to its representation of the Company, both originals and copies, under its direct or indirect control.

12.2. Discontinue Use of Company Marks. Effective as of the date of termination or expiration of this agreement, the Representative shall cease to use any of the Company Marks.

13. Definitions. In addition to the terms at the top of the first page of this agreement, and those defined within, the following definitions apply:

13.1. "Governmental Authority" means

- the government of the United States or any other nation, or any of its or their geographical or political units or subdivisions, and
- any body, agency, tribunal, arbitrator, court, authority, or other entity that exercises executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or relating to, government.

13.2. "Law" means

- any law (including the common law), statute, by-law, rule, regulation, order, ordinance, treaty, decree, judgment, and
- any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

13.3. "Notice" means any notice, request, direction, or other document that a party can or must make or give under this agreement.

14. General Provisions

14.1. Entire agreement. This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

14.2. Amendment. This agreement may only be amended by a written document signed by both parties.

14.3. Assignment. The Representative may not assign this agreement or any of its rights or obligations under this agreement without the Company's prior written consent. The Company may assign this agreement or any of its rights or obligations under this agreement, effective upon Notice to the Representative.

14.4. No Partnership. The Representative is an independent contractor. Nothing contained in this agreement creates a partnership, joint venture, employer/employee, principal-and-agent, or any similar relationship between the parties.

14.5. Notice

14.5.1. Form of Notice. All notices and other communications between the parties must be in writing to the respective parties.

14.5.2. Method of Notice. Notices must be given by electronic mail.

14.5.3. Receipt of Notice. A Notice given in accordance with this agreement will be effective upon receipt by the party to which it is given.

14.6. Survival. Sections 2 (Commissions and Expenses), 10 (Confidentiality), and 12 (Effect of Termination) survive the termination or expiration of this agreement.

14.7. Severability. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

14.8. Waiver. A party's failure or neglect to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

14.9. Headings. The headings used in this agreement and its division into sections, schedules, and other subdivisions do not affect its interpretation.

14.10. Internal References. References in this agreement to sections, schedules, and other subdivisions are to those parts of this agreement.

14.11. Schedules and Exhibits. The following are attached to and form part of this agreement:

Schedule A: List of Products

Schedule B: List of Existing Customers

14.12. Counterparts. This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document.

14.13. Effectiveness of Agreement. This agreement is effective as of the Effective Date, even if any signatures are made after that date.



This agreement has been signed by the parties.

Desert Fox Golf, LLC.

By: 

Name: Scott L. Kovesdy

Title: Co-Owner

Date: 12-21-18

Chip In Golf Event

By: _____

Name: John Cox

Title:

Date:



Schedule A - List of Products

- Phone Caddy

Schedule B - List of Existing Customers

- Event Venues: Fun Golf Vacations (CA), NFL Alumni Association (FL), LPGA (AZ / US wide), Mavericks (AZ)
- Golf Courses: Rio Verde Country Club (AZ), Springfield Golf Course (AZ), Long Bow Golf Course (AZ), Oasis Golf Club (NV), The Ledges (UT)
- Retail and Online Storefront: Hornacek's Golf, Golfholics
- Subscription Services: Birdie Bundle, Mully Box, Short Par 4
- App Vendors: Golf Pad, The Grint, 18 Birdies, Golf Genius, Golf Logix