

1. Parties

This Agreement is made between Neoteric Innovation LLC – DBA The Paddy Caddy ("Client"), with a principal place of business at 5401 S FM 1626 #170-487 Kyle TX 78640, and _____ ("Contractor"), with a principal place of business at _____.

2. Services to Be Performed

Contractor agrees to sell the following product or merchandise for Client: The Paddy Caddy.

3. Compensation

Commission Plan

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor a commission on completed sales as follows:

Tiered Commission Plan	
Level	Commission Percentage Paid
Level 1	25%
Level 2*	35%+

* Level 2 requires 3 months of consistent sales of 100+ of any and all of The Paddy Caddy models (accessories do not contribute to this figure). Contractor must maintain 100+ sales a month to keep the increased percentage, otherwise the percentage will be reduced to 25% the following month of the inability to meet the minimum quota of 100. By signing this agreement Contractor acknowledge that you are signing up with 25% commission, and that a new agreement will be sent to the Contractor that must be signed to active the increased percentage after our review of your sales record and approval of advancement to Level 2.

Contractor acknowledges that to have commission increased, an email must be sent to affiliates@thepaddycaddy.com with a subject line of "Request to Increase Commission" anytime the affiliate is close to passing the 100 products sold in 3 months quota.

Contractor acknowledges that no other compensation is payable by Client and that all of Contractor's compensation will depend on sales made by Contractor. None of Contractor's compensation will be based on the number of hours worked by Contractor.

Contractor acknowledges that this Tiered Commission Plan may change at any time, and that a new contract will be issued in the event this happens.

Payments

Cashing Out

Contractor acknowledges that all commissions will be paid to their PayPal account and understands that no other

Frequency

Contractor acknowledges that payments are made bi-monthly, on the 15th and the last day of the month. If either of these days fall on a weekend, the payment will be made the following business day.

2 Week Delay

Contractor acknowledges that payments are made in the 2nd half of the payment cycle, and that their first payment will be roll over to the next pay period. For example, if the sale is made on the 8th of the month, the commission payment will be received on the last day of the month. If the sale is made on the 22nd of the month, the commission payment will be made on the 15th of the next month.

4. Expenses

Contractor will be responsible for all expenses incurred while performing services under this Agreement. This includes (but not limited to):

- The Paddy Caddy demonstration product
- A paddle board for demonstrating the product with
- T-shirt with representative logo
- Cellular phone or tablets for demonstrating to the customer
- Business cards and other marketing materials
- Transportation costs

5. Materials

Contractor will furnish all materials, equipment, and supplies used to provide the services required by this Agreement.

6. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel is, or will be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

- A. Contractor acknowledges that this is a 1099 Contract role, and that any earnings above \$600 for the year will be reported and a 1099 form will be sent out before January 31s of the following year.
- B. Contractor has the right to perform services for others during the term of this Agreement subject to noncompetition provisions set out in this Agreement, if any.

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- C. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.
- D. Contractor has the right to perform the services required by this Agreement at any place or location and at such times as Contractor may determine.
- E. Contractor will furnish all equipment and materials used to provide the services required by this Agreement, except to the extent that Contractor's work must be performed on or with Client's computer or existing software.
- F. The services required by this Agreement will be performed by Contractor or Contractor's employees or contract personnel, and Client will not be required to hire, supervise, or pay any assistants to help Contractor.
- G. Contractor is responsible for paying all ordinary and necessary expenses of its staff.
- H. Neither Contractor nor Contractor's employees or contract personnel will receive any training from Client in the professional skills necessary to perform the services required by this Agreement. Essential training on The Paddy Caddy specifics will be provided, however sales skills shall be furnished by the Contractor.
- I. Neither Contractor nor Contractor's employees or contract personnel will be required to devote full time to the performance of the services required by this Agreement.
- J. Client will not withhold from Contractor's compensation any amount that would normally be withheld from an employee's pay.

7. Business Permits, Certificates, and Licenses

Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- withhold state or federal income tax from Contractor's payments, or
- withhold any other state or federal payroll taxes from Contractor's payments or make such contributions on Contractor's behalf.

Contractor will pay all taxes incurred while performing services under this Agreement -- including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor will provide Client with proof that such payments have been made.

9. Fringe Benefits

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

10. Workers' Compensation

Client will not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees or agents. Contractor will provide Contractor's employees with workers' compensation insurance to the extent required by law and provide Client with a certificate of workers' compensation insurance. Contractor agrees to hold harmless and indemnify Client for any and all claims arising out of any injury, disability, or death of Contractor or any of Contractor's employees or agents.

11. Unemployment Compensation

Client will make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

13. Warranties and Representations

Contractor warrants and represents that:

- Contractor has the authority to enter into this Agreement and to perform all obligations hereunder.
- Contractor shall abide by all federal, state, and local laws and regulations in completing obligations under this agreement.

14. Indemnification

Contractor agrees to indemnify and hold harmless Client against any third-party claims, actions, or demands, including without limitation reasonable attorney and accounting fees, alleging or resulting from the breach of the warranties contained in this Agreement. Client will provide notice to Contractor promptly of any such claim, suit, or proceeding and will assist Contractor, at Contractor's expense, in defending any such claim, suit, or proceeding.

15. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the date a party terminates the Agreement as provided below.

16. Termination of Agreement

Each party has the right to terminate this Agreement if the other party has materially breached any obligation herein and such breach remains uncured for a period of 30 days after notice is sent to the other party.

If at any time after commencement of the services required by this Agreement, Client in its sole reasonable judgment, determines that such services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the descriptions, warranties, or representations contained in this Agreement, Client may terminate this Agreement upon days of notice for termination days' written notice to Contractor. Client shall pay Contractor's commission for all completed sales.

17. Confidential Information

Contractor confidentiality. Contractor acknowledges that within the course of providing services, it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that any disclosure to any third party or any misuse of this proprietary or confidential information would irreparably harm Client.

Accordingly, Contractor will not use or disclose to others without Client's written consent Client's confidential information, except when reasonably necessary to perform the services under this Agreement.

Scope of confidential information. Confidential Information includes, but is not limited to:

- the written, printed, graphic, or electronically recorded materials furnished by Client for use by Contractor
- Client's business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind
- any tangible information produced by Contractor for Client under this agreement that provides Client with a business advantage over competitors and is unknown by Client's competitors
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, and
- any written or tangible information not marked with a confidentiality legend, or information disclosed orally to Contractor, that is treated as confidential when disclosed and later summarized sufficiently for identification purposes in a written memorandum marked "confidential" and delivered to Contractor within 30 days after the disclosure.

Contractor will not be restricted in the use of any material that is publicly available, already in Contractor's possession prior to commencement of Contractor's provision of services to Client, known to Contractor without restriction, or rightfully obtained by Contractor from sources other than Client.

Contractor's obligations regarding proprietary or confidential information extend to information belonging to customers and suppliers of Client about which Contractor may have gained knowledge as a result of Contractor's services to Client.

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Contractor will not disclose to Client information or material that is a trade secret of any third party. The provisions of this clause will survive any termination of this Agreement.

18. Disputes

Mediation and Arbitration. If a dispute arises under or relating to this Agreement, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, it will be settled by binding arbitration by an arbitrator to be mutually selected. Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter.

19. Attorney Fees

The prevailing party shall have the right to collect from the other party its reasonable costs and disbursements and attorney fees incurred in enforcing this Agreement.

20. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement may not be amended except in a writing as provided for in this Agreement.

21. Successors

This agreement binds and benefits the respective successors, inheritors, assigns, and personal representatives of the parties, except to the extent of any contrary provision in the Agreement.

22. Waiver

The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

23. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the state of governing law state .

24. Severability

If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

25. Attached Papers

Any attached sheet or document shall be regarded as fully contained in this Agreement.

26. Notices

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered: in person, by certified mail, or by overnight courier.

27. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

28. Counterparts

This agreement may be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT.

Client: Christie Templeton

Title: CEO

Signature:

Date:

Address: 5401 S FM 1626 #170-487 Kyle TX 78640

Contractor

Signature:

Date:

Address: