

## TOPCOIN Sales Representative Agreement

This Sales Representative Agreement is made on March 5, 2019 (the "**Effective Date**") between Page Howe, with principal place of business at \_\_\_\_\_ (the "**Representative**") and TL Systems, LLC, an Illinois limited liability company with its principal place of business at 40 E. Chicago Ave, Suite 165; Chicago IL 60611 (the "**Company**").

The parties agree as follows:

### 1. Appointment

**1.1 Appointment of Representative.** The Company hereby appoints the Representative as a non-exclusive marketing representative to sell and promote the Company's products and Loyalty Rewards platform (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 Customers

**1.2.1 Target Customers.** The Representative shall direct its sales and promotional efforts toward the following: providers of digital products and services centered around domain name industry. This description is not intended to be exhaustive but only to give examples of the nature and type of market in which the Company wishes the Products to be sold.

**1.2.2 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, per **Schedule A**, payable in Platform tokens ("TPC tokens") on bringing new merchant partners onto its platform, where the 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 structure and tiers are outlined in Schedule A.

**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, unless Customers remain on Company platform at least 90 days.

**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 60 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 Payment Obligations

**Timing of Payment.** The Company shall pay the Representative its commissions within 15 days of the Company's receipt of and executed Merchant Partner Agreement from the customer.

**2.7 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.

### **3. Representative's Responsibilities**

**3.1 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 and Platform.

**3.2 Finalizing Orders.** The Representative shall assist in finalizing agreements with each customer, in form and substance satisfactory to the Company, for such customer's sign up on the Platform.

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

**3.4 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.

**3.5 Notice to Company.** The Representative shall give prompt Notice to the Company

of all sales and orders,

of any new competing 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).

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

**3.7 No Conflicting Representation.** The Representative shall not represent, promote, or otherwise try to sell and/or promote any products and companies that, in the Company's judgment, compete with the Products.

### **4. Company's Responsibilities**

**4.1 Sales and Marketing Materials.** The Company shall provide the Representative, at no cost, with sales and marketing materials relating to the Products.

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

**4.3 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.

### **5. Term**

**5.1 Initial Term.** The initial term of this agreement will begin on when this agreement is executed and end after twelve (12) months, unless terminated earlier.

**5.2 Renewal Terms.** Following the initial term, this agreement will automatically renew for successive 1 term, 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 days before the renewal date.

## **6. Representative's Representations**

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

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

## **7. Acknowledgements**

**7.1 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.

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

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

**7.4 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.

**7.5 No Obligation.** Nothing in this agreement creates any obligation between either party or any third party.

## **8. Use of Company Marks**

**8.1 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**").

**8.2 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.

**8.3 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.

## **9. Confidentiality**

**9.1 Confidentiality Obligations.** During the period starting on the Effective Date and ending 5 years 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.

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

**9.3 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.

## **10. Termination**

**10.1 Termination on Notice.** Either party may terminate this agreement for any reason upon 30 days notice to the other party.

**10.2 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 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.

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

## **11. Effect of Termination**

**11.1 Return of Property.** Within fifteen (15) days of the termination or expiration of this agreement, the Representative shall return to the Company all the Company's property, and all documents relating to its representation of the Company, both originals and copies, under its direct or indirect control.

**11.2 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.

## **12. Indemnification**

**12.1 Representative's Indemnity.** The Representative shall indemnify the Company and its employees, shareholders and agents against all claims, liability, and expenses (including legal fees) arising from any third party claim or proceeding brought against the Company that alleges any negligent act or omission or willful conduct of the Representative.

**12.2 Company's Indemnity.** The Company shall indemnify the Representative against all claims, liability, and expenses (including legal fees) arising from any third party claim or proceeding brought against the Representative that alleges

any grossly negligent act or omission or willful conduct of the Company,

any defects in the Products caused by the Company, or

the Company's failure to provide any Products to a customer that were properly ordered through the Representative.

**12.3 Conditions for Indemnification.** A party's obligation to indemnify the other party under this section 12 (Indemnification) is conditional upon the indemnified party

giving the indemnifying party prompt Notice of a claim or potential claim made against it,

giving the indemnifying party sole control of the defense and settlement of the claim, except that the indemnifying party may not settle the claim unless the settlement unconditionally releases the indemnified party of all liability, and

providing the indemnifying party with all reasonable assistance, at the indemnifying party's expense, in connection with the claim.

**12.4 Exception.** No party will be entitled to indemnification from the other party if the claim is based on or results in any material part from the negligence or unlawful or wrongful acts of the party seeking indemnification.

**12.5 Exclusive Remedies.** The indemnification rights granted under this section 12 are the exclusive remedies available under this agreement in connection with the claims and losses that this section addresses.

### **13. General Provisions**

**13.1 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.

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

**13.3 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.

**13.4 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. Notice**

**14.1 Form of Notice.** All notices and other communications between the parties must be in writing and addressed to the respective party as follows:

Company:

TL Systems, LLC

40 E. Chicago, Ave, Suite 165

Chicago, IL 60611

legal@topcoin.com

Representative:

**14.2 Method of Notice.** Notices must be given by (i) electronic mail, (ii) a nationally-recognized, next-day courier service, or (iii) first-class registered or certified mail, postage prepaid to the party's address specified in this agreement, or to the address that a party has notified to be that party's address for the purposes of this section.

**14.3 Receipt of Notice.** A Notice given in accordance with this agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

**15. Survival.** Sections 2, 9, 11, and 12 survive the termination or expiration of this agreement.

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

**17. 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.

**18. Equitable Relief.** The Representative acknowledges that its breach or threatened breach of any its obligations under section 10 (Confidentiality) would not be susceptible to adequate relief by way of monetary damages only. Accordingly, the Company may, in that case, apply to

court for any applicable equitable remedies (including injunctive relief), without the need to post any security.

**19. Governing Law.** This agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws rules.

**20. Waiver of Jury Trial.** Each party irrevocably waives its rights to trial by jury in any action or proceeding arising out of or relating to this agreement or the transactions relating to its subject matter.

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

**22. 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.

**23. 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.

**TL Systems, LLC:**

By: \_\_\_\_\_

Name:

Date:

**Page Howe:**

By: \_\_\_\_\_

Name/Title:

Date:

#### **Schedule A: Commission tiered structure**

<b>Merchant Partner Awarded Tokens</b>	<b>Commission %</b>	<b>Tokens Awarded to Agent</b>	<b>Cap amount</b>
<b>0-500K</b>	<b>20%</b>	<b>0-100K</b>	<b>100K</b>
<b>501k-1,000K</b>	<b>10%</b>	<b>100K</b>	<b>100K</b>
<b>&gt;1,001K</b>	<b>25% on marginal difference from 500K</b>	<b>100K + marginal difference at 25%</b>	<b>400K</b>