

SALES REPRESENTATIVE AGREEMENT

This Sales Representative Agreement (this “**Agreement**”), dated as of 1/12/2026, is entered into by and between Hollow Socks, a Wisconsin limited liability company having its principal place of business at [located at N1266 Technical Dr, Greenville, WI 54942-2702.] (“**Supplier**”), and [Summit Rev, LLC], an individual having his or her principal place of business at [1067 Elizabeth Dr, McMurray, PA 15317] (“**Sales Rep.**” and together with Supplier, the “**Parties**,” and each, a “**Party**”).

WHEREAS, Supplier is in the business of manufacturing and selling the Products (as defined in 1);

WHEREAS, Sales Rep has the experience, capability, and capacity to act as an independent sales representative; and

WHEREAS, Supplier wishes to engage Sales Rep and Sales Rep is willing to act as an independent sales representative to solicit orders for the Products in the Territory (as defined in 1) under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Non-Exclusive Appointment. Supplier hereby appoints Sales Rep, and Sales Rep accepts such appointment, to act as a non-exclusive independent sales representative of the products listed on Schedule 1, as may be amended by Supplier in its sole discretion from time to time upon written notice to Sales Rep (the “**Products**”) to customers in [PA, NY, ME, RI, MD, DE, NH, VT, MA, CT, NJ] (the “**Territory**”), solely in accordance with the terms and conditions of this Agreement. Notwithstanding the foregoing, Sales Rep shall not solicit orders from any federal, state, local, or foreign government or political subdivision thereof (collectively, “**Government Authority**”) and shall promptly refer to Supplier any sales leads it receives or becomes aware of relating to a Government Authority. Supplier may in its sole discretion directly, or indirectly through other representatives, sell the Products to any third party. Supplier shall have the right to limit the Territory, the Products, and the type of customers solicited by Sales Rep within the Territory, as Supplier deems advisable in its sole discretion, upon written notice to Sales Rep.

2. Status as Independent Contractor. Sales Rep is an independent contractor pursuant to this Agreement. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any customer or other third party.

3. General Sales Rep Obligations.

3.1 Market the Products. Sales Rep shall use its best efforts to market, advertise, promote, and solicit the sale of the Products to prospective and existing customers in the

Territory. Sales Rep and its staff shall conduct themselves in a professional manner and shall engage in no activities which reflect adversely on Supplier or the Products. If Sales Rep becomes aware of any actual or potential claim against Supplier by any person or entity, Sales Rep shall notify the Supplier immediately. Sales rep shall forward to Supplier (without deduction) any amounts received from any customers, with endorsements if necessary to provide Supplier with the full benefit of such amounts.

3.2 Costs and Expenses. Sales Rep shall be solely responsible for any and all costs or expenses that it may incur in the performance of its obligations hereunder.

3.3 General Cooperation. To the extent not otherwise required herein, Sales Rep shall provide complete cooperation to Supplier in order to assist Supplier in maximizing Supplier's success within the Territory.

3.4 Obtain Government Approvals. Sales Rep shall at its own expense remain in good standing and maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to its obligations hereunder.

3.5 Prohibited Acts. Notwithstanding anything to the contrary in this Agreement, neither Sales Rep nor its staff shall directly or indirectly: (a) make any representations or warranties on behalf of Supplier or with respect to the Products, except such as are expressly authorized by Supplier or are set forth in Supplier's literature or other promotional materials; (b) engage in any unfair, anti-competitive, misleading, or deceptive practices with respect to the Products, Supplier, or any third party, including product disparagement and any trade libel of Supplier or any third party; or (c) sell, market, advertise, promote, solicit the sale of, or offer to sell any goods that could reasonably be expected to compete with the Products, except to the extent this restriction is prohibited by applicable law.

3.6 Minimum Sales Performance Requirements. Supplier reserves the right to establish minimum sales performance requirements for Sales Rep (the "**Minimum Requirements**"), as may be amended by Supplier in its sole discretion from time to time upon written notice to Sales Rep. If Sales Rep's performance falls below the Minimum Requirements, Supplier retains the right to (a) terminate this Agreement immediately, (b) impose restrictions on Sales Rep's authorization to sell the Products or on the Territory, and (c) undertake any other measures Supplier deems necessary to uphold or enhance its competitive standing in the industry. It is explicitly noted that any voluntary waiver by Supplier in one instance where Sales Rep fails to meet the Minimum Requirements does not constitute a broader waiver in any other instance, nor does it establish a precedent as a course of conduct under the terms of this Agreement.

4. Supplier Obligations.

4.1 Supplier shall provide Sales Rep with any information and support about the Products that Supplier, in its sole discretion, deems necessary or appropriate for Sales Rep to carry out its responsibilities hereunder.

4.2 Supplier shall provide Sales Rep with samples, prototypes, documentation, brochures, and other promotional materials that Supplier, in its sole discretion, deems necessary or appropriate for the promotion and sale of the Products in the Territory. Supplier shall retain all rights, title, and interest in and to all samples, prototypes, and other promotional materials. Sales Rep shall promptly return all samples and prototypes to Supplier on the expiration or earlier termination of this Agreement as provided for in 10.

5. Customer Purchase Orders. Sales Rep shall promptly forward to Supplier all customer purchase orders, requests for quotation, and sales inquiries. Supplier reserves the right, in its sole discretion, to: (a) accept, reject, or negotiate directly with the customer any purchase order for Products received from any third party whether or not solicited by Sales Rep; (b) cancel, terminate, or modify any customer contract previously accepted by Supplier; or (c) negotiate any terms and conditions of the customer contract, including modifying Product features, quantities, purchase price, or payment terms. Sales Rep acknowledges that Supplier's exercise of discretion may result in no Commissions (as defined in 6.1) earned, or a reduction, or delay in the payment of Commissions earned under this Agreement.

6. Commissions.

6.1 Commission Rate. Subject to 6.2, Sales Rep shall earn commissions (“**Commissions**”) on all completed sales of the Products in the Territory (whether or not such completed sales were solicited by Sales Rep) at the rate of either (a) ten percent (**10%**) of the Net Sales Price under the applicable customer contract for accounts that are designated by Supplier as non-key accounts, or (b) five percent (**5%**) of the Net Sales Price under the applicable customer contract for those key accounts listed on Schedule 2; provided that, such Schedule 2 may be modified by Supplier at any time upon thirty (30) days' notice to Sales Rep. Notwithstanding this Section 6.1 or any other provision of this Agreement to the contrary, Sales Rep shall not earn any commissions on those house accounts listed on Schedule 3, even if such house accounts are located in the Territory; provided that, such Schedule 3 may be modified by Supplier at any time upon thirty (30) days' notice to Sales Rep. Additionally, notwithstanding this Section 6.1 or any other provision of this Agreement to the contrary, Supplier may designate and list certain accounts as special considerations accounts on Schedule 4, and in lieu of the commission rates listed in clauses (a) and (b) of the first sentence of this Section 6.1, Sales Rep shall instead earn the commission rate listed next to the applicable special considerations account in exchange for performing the responsibilities listed next to such special considerations account; provided that, such Schedule 4 may be modified by Supplier at any time upon thirty (30) days' notice to Sales Rep. For the purposes of this Agreement, “**Net Sales Price**” means the gross invoice price less all taxes, shipping, handling, freight, duty, insurance, credits (arising from returns or other adjustments), discounts, rebates, or allowances of any kind (if any).

6.2 Commission Payment Terms. Commissions shall become earned and payable to Sales Rep 30 (thirty) days following the last day of the month in which Supplier receives unconditional payment from a customer under the corresponding customer contract (each, a “**Payment Date**”). For example, Commissions corresponding to customer payments received by Supplier between May 1 and May 31 shall be become earned and payable to Sales Rep on June 30.

6.3 Monthly Reports. Supplier shall keep records of all completed sales of Products through Sales Rep hereunder and submit to Sales Rep on each Payment Date a report (“**Monthly Report**”) indicating: (a) all sales as to which Sales Rep has earned Commissions pursuant to Section 6.2; (b) the amount of payments received by Supplier with respect to such sales; and (c) the amount of Commissions due on the Payment Date. Sales Rep shall notify Supplier in writing of any dispute regarding any Monthly Report within 30 (thirty) days from the date of such Monthly Report. Sales Rep will be deemed to have accepted all Monthly Reports for which Supplier does not receive timely notification of a dispute.

6.4 Payment of Commissions on Termination. Upon the termination of this Agreement, Supplier shall continue to pay Sales Rep Commissions on orders for Products received prior to the termination date for which customer payments are received on or before 90 (ninety) days after the termination date. OTHER THAN AS SET FORTH IN THIS 6.4, SALES REP WAIVES ANY RIGHT IT MAY HAVE TO FURTHER COMPENSATION UPON TERMINATION OF THE AGREEMENT.

7. Compliance with Laws. Sales Rep shall at all times comply with all applicable federal, state, and local laws and regulations in performing its responsibilities hereunder.

8. Intellectual Property.

8.1 Ownership. Sales Rep acknowledges and agrees that Sales Rep shall not acquire any ownership interest in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, “**Intellectual Property**”) owned by or licensed to Supplier under this Agreement. Sales Rep shall use Supplier’s Intellectual Property solely for the purposes of performing its obligations under this Agreement.

8.2 Supplier’s Trademark License Grant. Supplier hereby grants to Sales Rep a non-exclusive, non-transferable, and non-sublicensable license to use Supplier’s trademarks in the Territory during the term of this Agreement solely in connection with the marketing, promotion, advertising, and sale of the Products.

9. Term. This Agreement shall commence as of the date hereof and shall continue until terminated pursuant to 10.

10. Termination. Sales Rep may terminate this Agreement with or without cause by providing written notice to the other Party at least 30 (thirty) days prior to the effective date of the termination. Supplier may terminate this Agreement with or without cause by providing written notice to the other Party and such termination shall become effective immediately following the delivery of such notice.

11. Confidentiality. All non-public, confidential or proprietary information of Supplier (“**Confidential Information**”) disclosed by Supplier to Sales Rep, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for Sales Rep’s use in performing its obligations under this Agreement and

may not be disclosed or copied unless authorized by Supplier in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Sales Rep's breach of this Agreement; (b) is obtained by Sales Rep on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) Sales Rep establishes by documentary evidence, was in Sales Rep's possession prior to Supplier's disclosure hereunder. Upon Supplier's request, Sales Rep shall promptly return all documents and other materials received from Supplier. Supplier shall be entitled to injunctive relief for any violation of this Section.

12. Indemnification. Sales Rep shall indemnify, defend, and hold harmless Supplier and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party or Supplier arising out of or occurring in connection with Sales Rep's negligence, willful misconduct, or breach of this Agreement. Sales Rep shall not enter into any settlement without Supplier's or Indemnified Party's prior written consent.

13. Limitation of Liability. IN NO EVENT WILL SUPPLIER BE LIABLE TO SALES REP FOR: (A) ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE AGGREGATE AMOUNT OF COMMISSIONS PAID TO SALES REP IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

15. Survival. 6.4, 8.1, 11, 12, 13, 16, and 21 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.

16. Notices. All notices under this Agreement shall be made in writing and shall be deemed duly given if delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, by recognized overnight courier service, or email. All notices shall be addressed to the Parties at their respective addresses first set forth above (or to such other address that the receiving Party may designate from time to time in accordance with this section) or at their respective email addresses set forth on the signature page(s) below. Notices shall be effective on receipt.

17. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

18. Amendment. The Parties may not amend this Agreement except by written instrument signed by the Parties.

19. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

20. Assignment; Successors and Assigns. Sales Rep may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Supplier. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. Supplier may assign any of its rights or delegate any of its obligations to any parent or subsidiary corporation of Supplier or to any purchaser acquiring all or substantially all of Supplier's assets. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

21. Choice of Law; Choice of Forum. This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of Tennessee, without giving effect to any conflict of laws provisions thereof that would result in the application of the laws of a different jurisdiction. Any legal suit, action, or proceeding arising out of or related to this Agreement and all contemplated transactions shall be instituted exclusively in the state or federal courts of Williamson County, Tennessee. EACH PARTY IRREVOCABLY: (A) SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS; (B) WAIVES ANY OBJECTION TO SUCH COURTS BASED ON VENUE OR INCONVENIENCE; AND (C) WAIVES ANY RIGHT TO TRIAL BY JURY. Service of process, summons, notice, or other document by certified or registered mail, return receipt requested and postage prepaid shall be effective service of process for any suit, action, or other proceeding brought in any such court.

22. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

SUPPLIER:

By:

[Name]

[Title]

Email: _____

SALES REP:

[Name]

Email: _____

**SCHEDULE 1
PRODUCT LIST**

- **WHOLESALE CATALOG**

SCHEDULE 2
KEY ACCOUNTS

- DICKS SPORTING GOODS
- ORVIS
- LL BEAN
- MACY'S
- FOOT LOCKER
- TJX COMPANIES
- BURLINGTON
- AMERICAN EAGLE
- URBAN OUTFITTERS
- SAK FIFTH AVENUE
- BJ'S WHOLESALE CLUB

SCHEDULE 3
HOUSE ACCOUNTS

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