

SOLES4SOULS

Turning shoes and clothing into opportunity

DISTRIBUTION AGREEMENT

THIS AGREEMENT is entered into between Soles4Souls, Inc. (hereinafter referred to as "S4S"), an Alabama 501(c)(3) corporation headquartered at 319 Martingale Dr., Old Hickory, TN 37138, and Raytown School District: Family Support Services (hereinafter referred to as "Recipient") located at 10750 E. 350 Highway Raytown, MO 64138. This Agreement shall be effective as of 1/17, 2024 and shall terminate effective 1/17, 2026.

S4S has offered to provide, and Recipient has agreed to accept, new products (the "Products"), to Recipient in S4S's sole discretion. In exchange for the Products, Recipient agrees to the following.

1. Distribution to End-users. Consistent with Recipient's charitable purpose and subject to any terms and conditions of S4S or the original donors, Recipient shall distribute the Products to students experiencing homelessness or near homelessness as defined by the McKinney Vento Homeless Assistance Act (End Users) in the United States

2. Written Reports. The Recipient will receive guidance from S4S on the process of gathering survey responses and testimonials. Recipient shall provide S4S with the following:

- Student Feedback Survey Responses – collected as product is distributed to students, where applicable
- Stories and Testimonials
- Partner Feedback Survey Responses

3. No Sale, Transfer or Barter. Recipient shall not offer for sale, sell, transfer, or barter the Products. Recipient agrees that no fees of any kind will be paid by the End Users of the Products.

4. Warranties. The original donor is the original source of the Products. S4S and the original donor of any Products specifically disclaim any warranties or representations, express or implied, as to fitness for use of any or all such Products.

a. Recipient warrants and represents that it is a public school district or non-profit organization organized and existing under and pursuant to the constitution and laws of the State of Missouri.

5. Communications

a. Recipient shall not contact the original donor. Any communication by the Recipient with the original donor shall be made through S4S. Recipient expressly acknowledges that any breach of this Agreement or misuse of Products damages and interferes with the business and contractual relationships between S4S and the original donor.

b. Recipient and S4S will work in partnership on any communication to media sources concerning any of the Products that it receives from S4S. Approval must be sought before communicating with media.

c. In the event any of the Products received from S4S are in a defective condition from any cause whatsoever, Recipient shall contact S4S directly and shall not contact any other party.

6. Term & Termination

a. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Notwithstanding any termination of this Agreement, Recipient shall remain responsible for properly distributing any Products in its possession pursuant to this Agreement.

b. Recipient expressly acknowledges that all of S4S's offers of the Products are subject to withdrawal or cancellation without prior notice.

7. **Relationship of the Parties.** Recipient is entering into this Agreement with S4S as an independent contractor. Nothing contained in this Agreement is intended or should be construed to create a partnership, joint venture, agency, or landlord tenant relationship between S4S and Recipient or its subcontractors or agents.

8. **Governing Law.** This Agreement shall be governed by the Laws of the State of Missouri.

9. **Arbitration.** The parties agree to submit any disputes arising from this agreement to final and binding arbitration under the Commercial Rules of the American Arbitration Association, utilizing the Expedited Procedures. The arbitration hearing shall occur by video interface.

10. **Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto With respect to transactions contemplated hereby and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof.

Recipient

By: Michele Eagle 

Title: Director Family Support Services & Assessment

Date: 1/17/2024

Soles4Souls, Inc.

By: Mike Shiray 

Title: COO

Date: 1/18/2024