

Royalty Agreement

This agreement is **BETWEEN** Ohiopyle Prints Inc., a corporation having an address of 410 Dinnerbell Rd. Ohiopyle, PA 15470 ("OP"), D/B/A "My Town Originals®" a registered fictitious name,

AND Raytown School District School located at
Full School Name
6668 Raytown Road, Raytown MO 64133 (the "School").
Street, City, State, Zip

License to use Marks: The school grants OP the non-exclusive right and a license to use the school Marks for marketing, manufacturing, and distribution of apparel and accessories ("Products") sold to retailers and consumers. School "Marks" are defined as school name, nickname, mascot, and related designs, logo graphics and symbols.

School Sales: This agreement shall not affect the purchase and sales of the School's booster clubs and bookstore, or other licensed vendors in any way.

School Marks: The School warrants and represents that it is the owner of all rights in and to the licensed Marks. The School authorizes its Marks to OP for the sale and distribution of Products bearing the School's name, nickname, and related designs, logo graphics, and symbols. This agreement does not authorize OP to sublicense School Marks to other parties.

Indemnification: OP agrees to indemnify and hold the School, its officers, agents, employees, and assignees harmless from liability, loss or damage suffered as a result of claims, demands, cost or judgments, including legal fees arising out of the duties and obligations pursuant to license use school Marks in connection with any product sold by OP. Nothing contained herein shall be deemed to provide any waivers of sovereign immunity, nor require the School to indemnify OP for any losses, claims, demands, or causes of action for which the School has not waived sovereign immunity, except to the extent such waivers are provided by statute in Mo.Rev.Stat. Sections 537.600 and 537.610 et. seq. Further, any insurance purchased by OP is not intended to act as a waiver, nor is it a waiver of any defense available to the School and its employees by statute or at common law.

Term/Termination: This agreement will remain in effect for one year from the date of the signatures below and will be subject to yearly review and renewal. The School may terminate this agreement at any time for any reason upon written notification to OP. Upon written notification, OP will immediately discontinue production of any new products but shall retain the right to sell any remaining inventory.

Payments: Payment will be made to the School based on 15% of the net sales invoiced to OP's customers each quarter. No royalties are collected nor paid on direct sales to the school or its booster clubs. OP will make payments within thirty days following the end of each calendar quarter.

E-Verify: Prior to commencement of the Agreement effective date of July __, 2018, OP shall provide to the School a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor program. OP shall also provide the School a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services to be provided under this Agreement.

Amendment: This Agreement may be amended at any time in writing between the School and OP.

Governing Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Missouri.

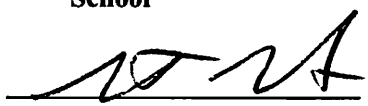
Jurisdiction and Venue: Any legal action in connection with this Agreement shall be filed in the Circuit Court of Jackson County, Missouri, the United States District Court for the Western District of Missouri, as appropriate, to which jurisdiction and venue the Parties expressly agree. In the event that any action is taken by either party to enforce any term, covenant or condition of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, collection service expenses, court costs and related expenses from the non-prevailing party.

Survival: All representations and warranties made in this Agreement and all terms and provisions hereof intended to be observed and performed after the termination hereof, shall survive such termination and continue, thereafter, in full force and effect.

Counterpart Agreements: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

Notices: All notices required to be given hereunder shall be made in writing and shall be deemed sufficiently given if delivered in person or mailed by first class registered or certified mail, to the individuals signing below:

Persons executing this Agreement warrant and represent that they have been authorized to sign this Agreement to legally bind the party for which they are signing:

"School"	"Ohiopyle Prints Inc."
Signature: <u></u>	Signature: _____
Name: <u>STEVEN T. SKOLNICK</u>	Name: _____
Title: <u>ASSOC. S-PT</u>	Title: _____
Date: <u>7-17-18</u>	Date: _____
Fax: <u>516-268-7063</u>	Fax to: 1-866-314-1305
Email: <u>STEVE.SKOLNICK@OHIOPIYLEPRINTS.COM</u>	Email to: mytown@ohiopyleprints.com

Thank you. Please save a copy for your records & return via email or fax.
A fully executed copy will be emailed back to you from Ohiopyle Prints Inc.