



AGREEMENT

This Agreement is made this ____ day of _____ 2015, by and between _____ (“School”), and KLK Holdings, Inc., d/b/a Level 10, an Iowa corporation (“Level 10”), together, the “Parties.”

1. USE OF MARKS

(a) Continued Use. School authorizes, subject to the terms of this Agreement, Level 10’s non-exclusive use of the words, works, marks, logos, and identifying features identified on Schedule A (“Marks”) and Artwork (defined below) in connection with the manufacture, sale and distribution of garments, “spirit wear,” and other items (“Goods”).

(b) Third-Party Rights. School warrants to Level 10 that the Marks do not and shall not contain any content that infringes on or violates any applicable law, regulation or rights of a third party, including, without limitation, any proprietary, intellectual property, or contract rights.

(c) Term and Renewal. The term of this Agreement shall be for two (2) years from the date first appearing above; provided, however, that either Party may terminate this Agreement, with or without cause, by delivering written notice of termination to the other Party, and, unless a later date is specified in such notice, termination shall be effective sixty (60) days after the date such notice is given. Unless a Party provides the other Party with thirty (30) days written notice, this Agreement shall automatically renew at the conclusion of the initial term for another 2 year term and will continue to do so at the completion of each 2 year term. After expiration or termination of this Agreement, Level 10 may dispose of Goods which are on hand or in process at the time of expiration or termination, provided the Payment for such sales is paid to School.

(d) Level 10 agrees that all use of the Marks by Level 10 shall inure to the benefit of and be on behalf of School. Level 10 agrees that nothing in this Agreement shall give Level 10 any right, title or interest in the Marks other than the right to use the Marks as described herein.

2. QUALITY OF MERCHANDISE: Level 10 agrees that the Goods shall be of such style, appearance and quality as to be adequate and suited to enhance the goodwill pertaining to the Marks, that such Goods will be manufactured, sold and distributed in accordance with all applicable federal, state and local laws, and that the manufacture, sale and distribution shall not reflect adversely upon the good name of School or any of its programs or the Marks.

3. ARTWORK: School agrees to provide to Level 10 reproducible color copies of Marks, diagrams, logos, fonts, and color specifications presently existing or developed in the future (“Artwork”) on the reasonable request of Level 10. Level 10 shall be entitled to use all Artwork and designs used in relation to the Marks, or any reproduction thereof, if such Artwork is developed or created by Level 10. Level 10 reserves the right to display Artwork created by Level 10 in its portfolio for the purposes of advertising and custom artwork creation.

4. PAYMENT BY LEVEL 10:

(a) Level 10 agrees to pay School, a royalty in the amount of eight percent (8%) of Level 10’s Net Sales (“Payment”). “Net Sales” shall mean Level 10’s gross sales of Goods, less all discounts and allowances actually given and, further, less any bona fide returns.

(b) Periodic Statements. On or before October 31st of each calendar year, Level 10 will furnish to School, or School's representative, a statement showing the number and description of the Goods bearing any Marks sold by Level 10 to its vendors during the preceding period of July 1 to June 30, as well as itemized deductions for returns of any Goods distributed and/or sold during the preceding year. The statement will be accompanied by the Payment.

(c) Final Payment. Thirty (30) days after the expiration of this Agreement, or, in the event of its termination, thirty (30) days after the effectiveness of the termination, Level 10 shall make a final payment for sales made prior to the expiration or termination of this Agreement.

(d) Royalty payment shall be sent to:

Attn: _____
Street Address: _____
City, State, Zip: _____

5. RELEASE: School acknowledges that Level 10 has made past use of the Marks, and by this Agreement and the consideration given herein, School releases all claims against Level 10, or any customers or suppliers of Level 10, arising from such use prior to execution of this Agreement.

6. INDEMNIFICATION: Each Party agrees to defend, indemnify and hold harmless the other Party, its employees, officers, directors, agents, shareholders, partners, subsidiaries, attorneys, affiliates, predecessors, successors, personal representatives, heirs, assigns, insurers, and contractors (collectively referred to as "Indemnities") from and against all claims, liabilities, losses, costs, expenses, judgments, executions and damages (including reasonable attorney's fees) imposed on, incurred by, or asserted against such Indemnities, or any of them, in any claim, action, or proceeding arising out of a Party's breach of this agreement or its representations and warranties contained herein.

7. NO JOINT VENTURE: Nothing herein contained shall be construed to place the Parties in the relationship of partners or joint ventures, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed as of the day and year first written above.

KLK Holdings, Inc.; DBA Level 10 _____ ("School")

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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