

LICENSING AGREEMENT

THIS LICENSING AGREEMENT (this "Agreement") is made and effective this 3/23/2015 (the "Effective Date"), by and between Primal Wear, Inc., a Colorado corporation ("Primal"), and Greenville Spinners, a company located at: 103 Muscadine Dr Mauldin, SC 29662 ("Customer") (each a "Party" and collectively the "Parties").
A. B. C.

EXPLANATORY STATEMENT

Primal is a manufacturer and seller of cycling clothing for sports enthusiasts. Customer has purchased cycling clothing from Primal. Primal created original artwork to be used on the cycling clothing sold to Customer, and Customer now desires to use Primal's original artwork (hereinafter referred to as "Artwork") to further promote Customer's event and/or activities. NOW, THEREFORE, in consideration of the foregoing, which are hereby incorporated herein and made a substantive part hereof, the mutual promises, representations, warranties and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

- 1. **Licensing.** Primal grants to Customer a non-exclusive limited, commercial, non-transferable license to use, copy, distribute, display publicly the Artwork on the following promotional items: web ads, property/event signage, misc marketing materials, t-shirts, hats. Customer agrees that it will not use the Artwork in any manner inconsistent with this Agreement.
- 2. **Pricing.** Customer agrees to pay Primal a one-time fee for the use of Artwork for the term of this Agreement in the amount of \$0. Such amount shall be remitted to Primal within ten (10) days of execution of this Agreement.
- 3. **Term and Termination.** The term of this Agreement shall be 24 months. After termination of this Agreement, Customer may not use or display the Artwork at any time for any reason. Either party may terminate this Agreement for convenience upon thirty (30) days written notice to the other Party. Primal reserves the right to terminate this Agreement immediately upon breach of this Agreement by Customer.
- 4. **Ownership.** Except for the license expressly granted herein, Primal retains all right, title, and interest in and to the Artwork. Customer obtains no rights hereunder in the Artwork by implication, estoppel, or otherwise. Customer acknowledges that the Artwork is being licensed and not sold under this Agreement, and that this Agreement does not transfer title in the Artwork. Primal reserves the right to display the Artwork, or products bearing the Artwork, at any time and in any manner.
- 5. **Notices.** All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly given when personally delivered; or three days after having been deposited in the United States mail, certified mail, postage prepaid; or same day if sent within normal business hours by facsimile transmission or by electronic mail. Notices shall be given at the addresses below each Parties signature at the end of this Agreement.
- 6. **Severability.** If any provision of this Agreement becomes or is found to be illegal, invalid or unenforceable for any reason, such clause or provision must first be modified to the extent necessary to make this Agreement legal and enforceable.
- 7. **Modification, Survivability, and Assignment.** No variations, modifications, or changes in the terms of this Agreement shall be binding on any Party hereto unless set forth in a document duly executed by both Parties to this Agreement. Where the context of this Agreement requires such an interpretation, this Agreement shall survive termination. Neither Party may assign this Agreement, by operation of law or otherwise, without prior written consent of the other Party and any attempt to do so will be void.
- 8. **Counterparts and Facsimiles.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall be deemed one instrument. Facsimile signatures shall be deemed to be the same as original signatures.
- 9. **Compliance with Laws, Governing Law.** Each Party shall comply, at its own expense, with all applicable United States (local, state and federal), European Union, and other country or country group laws and regulations, and shall procure all licenses and pay all fees and other charges required thereby. This Agreement shall be governed and construed by and enforced in accordance with the laws of the State of Colorado, United States of America, irrespective of the fact that any one of the Parties now is, or may become a resident of a different state or country.
- 10. **Arbitration.** In the event of a dispute between the Parties to this Agreement, such disagreement shall be referred to binding arbitration and shall be governed by the Uniform Arbitration Act of 1975, C.R.S. ' 13-22-201, et seq., as it exists on the effective date of this Agreement and as it may be thereafter amended.
- 11. **Entire Agreement.** This Agreement constitutes the Parties entire agreement, including all terms, conditions, definitions, warranties, representations, and covenants, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the effective date set forth above.
PRIMAL WEAR, INC.:

Signature: Kelly Fay COMPANY SIGNATURE Printed Name: _____
Address: 7700 Cherry Creek South Drive, Denver, CO 80231 Telephone: 303-745-8442

CUSTOMER:
Signature: Jamie France Printed Name: Jamie France
Address: 103 Muscadine Drive Telephone: 864-653-6702
Mauldin, SC 29662