



WearNow™ Agreement

Agreement – This agreement dated January 24th, 2018 is made between epluno (“epluno”) with the address of 84 North Main Street, Springboro, OH 45066 and Central Nine Career Center with the address of 1999 US-31, Greenwood, Indiana 46143 (“Customer”) for the implementation of all apparel requirements, as outlined below.

epluno:

- epluno will create, maintain and operate a web shop for Customer’s uniform and apparel requirements which fall into the WearNow™ program. epluno will handle all payment support, customer service and product delivery.
- epluno will supply Customer up to \$200 in retail samples of any WearNow™ apparel item being purchased, for sizing and quality-assurance purposes and all products are subject to the 100 percent satisfaction guarantee. Customer is welcome to purchase additional sample items as needed.
- epluno will ship all items, pre-packaged with the students/parent’s name on the package, for free during ordering periods.
- At No Charge:** The average cost to epluno to provide this custom program is roughly \$5,000 to \$10,000 depending on the level of customization required for the website, samples, customer service and support, returns, overage ordering, and project management. However, epluno will waive all fees upon mutual signature of this agreement.

Customer:

- Shop periods:** epluno agrees to run two ordering periods with free shipping per calendar year for Customer, and Customer agrees to make reasonable and regular efforts to promote the web shops to its school, community and supporters.
- Marketing to Community:** From time to time, Customer agrees to allow epluno to market to End Customers who have either purchased from their shop, or if Customer supplies a list.
- Sizing:** Customer will make reasonable efforts to have all parents review the samples prior to placing orders. Additionally, epluno will create custom sizing charts per item, and place in each shop.

Revenue Sharing:

- Revenue share to Customer:** For all products sold to an End Customer, epluno will pay Customer the difference between its wholesale price and the retail price set by Customer, if Customer chooses to markup sell price.

Shipping and Returns:

- Shipping location and costs:** During ordering periods for all WearNow™ products, epluno will ship all orders directly to the student/parent, individually wrapped, free of charge. Outside of the ordering periods, all WearNow™ items will be available to purchase year-round individually. Additional shipping charges will apply per order.
- Turnaround time:** For all non-logo WearNow™ apparel items, orders will normally be shipped within three to five business days of the order being placed. For all logo WearNow™ apparel items, orders will normally be manufactured and shipped within five to eight business days of the order being placed.
- Returns:** epluno agrees to replace all WearNow™ apparel items free of charge, including shipping costs, up to 30 days after purchase. epluno reserves the right to periodically review all orders to ensure customers are not taking advantage of the return policy. If this happens, epluno will contact the school and review the details and/or deny the returns.

Term and Termination:

- Once signed, this contract will remain in effect for two years. Either party may break the agreement with a 90-day written cancellation notice.

Miscellaneous:

- This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice of law or conflict of law provisions. The Parties consent to the exclusive jurisdiction and venue in the Circuit or Superior Courts of Johnson County, Indiana.
- Time is of the Essence. The parties agree that time is of the essence and any dates or deadlines identified herein or in any accompanying Exhibits are material terms of this Agreement.

Paul Scapatici
President
epluno

Name
Title
Central Nine Career Center

