

TEAM AGREEMENT

This Team Agreement (this "Agreement") is entered into between adidas America, Inc., an Oregon corporation ("adidas"), and Miami University ("School"), effective as of the first day of the Term (as defined in Section 7.1 below).

RECITALS

- A. School fields athletic teams and programs in Men: Baseball, Basketball, Football, Track & Field, Swimming & Diving, Golf and Hockey (off ice footwear/apparel). Women: Basketball, Softball, Field Hockey, Track & Field, Volleyball, Tennis, Swimming & Diving and Synchronized Skating (each, a "Team") and retains and supports the coaches, staff and student athletes in connection therewith (collectively, the "Team Participants").
- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories through its Team Direct Sales Program (the "adidas Team Program"), the terms and conditions of sale are updated periodically in the adidas Team Sales Catalog. The products included in the adidas Team Program include Footwear Products and Non-Footwear Products (each as defined in Section 1 below) (collectively, "adidas Products"). adidas wishes to support School and its athletic teams and programs by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program.
- C. School wishes to acquire and use adidas Products under the adidas Team Program and consistent with the terms of this Agreement.

The parties agree as follows:

AGREEMENT

1. adidas Products.

- 1.1. Footwear Products. During the Term, School agrees to purchase adidas Footwear Products directly from adidas for Team Participants' use in accordance with the adidas Team Program (45% off MSRP / 30% off MSRP for all miteam footwear products). "Footwear Products" means all footwear for Team Participants for all Team events, including competition, practices, training, coaching, travel, recruiting and media engagements.
- 1.2. Apparel, Custom Uniforms, Accessories and Equipment. During the Term, School agrees to purchase, directly from adidas, (1) Non-Footwear Products for Team Participants' use in accordance with the adidas Team Program at (50% off MSRP / 50% off MSRP for all apparel products); and (2) custom uniforms at (50% off MSRP pricing) for Team Participants' use in each case for all Team events. "Non-Footwear Products" means all apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks,

wristbands, gloves, watches, eyewear, hard goods, and inflatables (footballs in 2015, basketballs in 2017) included in the adidas Team Program, but excluding Footwear Products.

- 1.3. No Warranties. adidas shall not be liable for any injury or damage suffered by School or Team Participants from wearing or using adidas Products, and School hereby expressly knowingly and irrevocably waives all such liability, except to the extent such injury or damage is caused by adidas's gross negligence or willful misconduct. **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE THAT MAY ARISE BY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.**

2. Exclusive Use.

- 2.1. Athletic Activities. During the Term, School shall ensure that each Team (including all Team Participants) exclusively uses and wears adidas Products whenever engaged in any official Team event and any other official School athletic activities for which such attire is appropriate, including games and practice sessions, being filmed by motion picture or video tape, posing for photographs, and conducting or participating in camps or clinics.
- 2.2. No Spatting. School shall not permit any Team Participant or any other person to "spat", obstruct or alter adidas's logos and marks in any way.

Exceptions to this Section 2 require written approval by adidas, which shall not be unreasonably be withheld.

3. License. School hereby grants to adidas the right and license, during the Term and at all times thereafter to the extent necessary for adidas' lawful business purposes, to use School's name and trademarks worldwide in connection with the development, promotion, marketing, advertising and sale of adidas Products. School shall not grant any comparable right to any other person or entity if the other person or entity is engaged in any business competitive with adidas. This license includes the right to use School's name, nickname, initials, photograph, likeness, image or facsimile image, video or film portrayals and any other means of expressing School's use of adidas Products in connection with, but not limited to, television and radio advertisements, print advertisements, advertisements on any public or private on-line service or the Internet, catalogs, posters, billboards, building murals, video or audio promotional productions, promotional or marketing appearances, and hang tags and other in-store displays. School acknowledges that no royalty shall be paid on adidas Products provided by adidas to School's Teams and Team Participants under this Agreement.
4. Promotional Merchandise.

4.1. Merchandise Provided if Purchase Minimums Met. During the Term, adidas will provide School with merchandise listed in Section 4.2 below, during each School Year (defined as June 1 through May 30) of the Term, contingent upon School achieving and maintaining minimum annual purchase volumes of \$375,000 (which includes custom uniform purchases directly through the adidas Team Program). Failure to comply with minimum purchase requirements will result in School being liable for providing adidas with cash compensation equivalent to the sales shortfall.

4.2. Promotional Merchandise for Each School Year. For each School Year, during the Term, adidas shall provide the following types and values of Promotional Merchandise:

Athletic Directors Allotment: \$275,000 (retail allotment)

“Promotional Merchandise” means promotional merchandise orders from the adidas Team Sales Catalog. Unused promotional merchandise amounts, as of 5:00 PM EST May 30, are forfeited by School. As a result, promotional merchandise cannot be carried from one School Year to the next.

5. **Incentive Compensation.** adidas shall provide School the following bonus promotional merchandise amounts in any School Year if School achieves the applicable goals during such School Year.

<u>Goal</u>	<u>Bonus</u>
Team GPA of 3.0 or higher (after second semester) :	\$1,000
NCAA Team Appearance (Sports other than Basketball)	\$1,000
Conference COY Award:	\$1,000
Football Bowl Bonus:	\$10,000
Head Football Coach Allotment:	\$3,000
Head M/W Basketball Coach Allotment:	\$3,000
Men’s and Women’s Basketball NCAA Appearance:	\$5,000

Additional Wholesale Spend Allotments

<u>Wholesale Spend</u>	<u>Retail Bonus</u>
\$400, 000	\$20,000
\$425,000	\$20,000
\$450,000	\$20,000

Same Wholesale Spends/Retail Bonus will continue for totals above \$450,000.

6. **Marketing Benefits.** In all media and methods of communication listed below, School shall identify adidas as the School's exclusive athletic footwear, apparel, and accessory brand permitted to advertise its products.

Athletic Collateral Materials

adidas logo placement in all Men's and Women's Basketball, Football, Hockey, Baseball, Softball and Volleyball related media guides.

adidas logo placement on all collateral materials used to promote Miami University Athletics; including but not limited to schedules, posters, camp brochures and coaching clinics.

Outdoor Venues Signage: (1) permanent sign (where applicable)

Basketball Arena: Scorer's Table Signage

Football Stadium: (2) Permanent Signs

Athletic Department Website

adidas link to appear on website homepage

In Game Promotions

In Game Promotions sponsored by adidas at mutually agreed Miami University Sporting Events.

Public Address Announcements

(2) PA Announcements during all MU athletic contests stating adidas as the official supplier to Miami Athletics.

Season Ticket Holder Mailing

adidas to work with MU Athletics to include information on new adidas/MU apparel and where to get it. adidas to pay for the adidas portion of the mailing.

Tickets

(4) Lower Level Season Tickets to all home Men's and Women's Basketball games. 2 parking passes included.

(4) Lower Level Season Tickets to all home Football Games. 2 parking passes included.

(2) Lower Level Season Tickets to all home Hockey Games. 1 parking pass included.

(2) Tickets to any NCAA Tournament Games for Hockey and Men's and Women's Basketball Game.

7. **Representations and Warranties.** Each party represents and warrants that such party (i) is not party to any agreement, contract or understanding, whether oral or written, that would prevent, limit or hinder the performance of any of its obligations under this Agreement; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.

8. **Term and Termination.**

Term. This Agreement shall remain in effect from June 1, 2014 and until May 30, 2021 unless sooner terminated pursuant to the terms of this Agreement (the "Term").

8.1. Termination for Cause. Either party may terminate this Agreement if the other party materially breaches this Agreement and, if such breach is curable, fails to cure such breach within 30 days of written notice from the non-breaching party. The parties acknowledge and agree that the breach of Section 2 constitutes an incurable material breach of this Agreement.

8.2. Termination by adidas. adidas may, in its sole discretion following consultation with the School, reduce the amount of Promotional Merchandise described in Section 4 by 50% or terminate this Agreement if (a) one or more coaches, Teams or players are suspended or otherwise subject to material disciplinary action by the NCAA, including any disciplinary action that limits the Team's competitiveness or prevents the Team from participating in regular season or

tournament games; or (b) in adidas' reasonable estimation one or more coaches, Teams, or players engage in conduct that reflects poorly on adidas or that harms adidas' reputation in any way.

- 8.3. Right of Suspension or Reduction. If adidas believes that if School has breached any term of this Agreement, then adidas may, in its sole discretion, (following consultation with the School) suspend or reduce payments of incentive compensation and/or reduce the dollar amount of adidas Products available to School under Section according to the following schedule:

For the first offense, there will be a 25% reduction in the amount of Promotional Merchandise. The second offense will incur a 50% reduction in the amount of Promotional Merchandise or termination of the Agreement. The third offense will incur a 100% reduction in the amount of Promotional Merchandise or termination of the Agreement, at adidas' sole discretion. Any reductions in the amount of Promotional Merchandise will be deducted in the following School Year unless the breach occurs in the final year of this Agreement, in which case the deduction will occur in the current School Year or in the first renewal year. The decision to apply the deduction in the current School Year or the first renewal year rests entirely with adidas.

- 8.4. Effect of Termination; Survival. The right of termination under this Agreement is not exclusive and is in addition to any and all other rights and remedies available to the parties under applicable law. The termination of this Agreement shall not relieve a party from liability for a prior breach of this Agreement. The provisions of this Agreement that by their context or nature are intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement

9. Rights of First Dealing and First Refusal.

- 9.1. First Dealing. Beginning not less than 120 days before the end of the Term and through the end of the Term, the parties shall meet and negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms during the First Dealing Period. During the First Dealing Period, School shall not, and School shall not permit its agents, attorneys, accountants, representatives or employees to, engage in any discussions or negotiations with any third party for any agreement or arrangement involving, in whole or in part, the same subject matter as in this Agreement, including the sponsorship, promotion, advertisement or endorsement of athletic apparel and footwear products, or providing consulting or similar services with respect to athletic apparel and footwear products ("Third Party Deal").

- 9.2. First Refusal. School shall not enter into an endorsement or similar agreement with a third party without first giving adidas an opportunity to enter into an agreement with School for such rights on the third party terms and conditions,

measured solely in terms which are material, measurable and matchable ("Third Party Terms"). School shall notify adidas of the Third Party Terms it receives for any Third Party Deal. Evidence of such an offer must be on the third party's letterhead and a copy thereof must be supplied to adidas. adidas shall have 30 days from its receipt of the Third Party Terms to match such Third Party Terms. If adidas matches the Third Party Terms, then School shall enter into a new agreement with adidas consistent with the Third Party Terms.

10. **Covenants of Parties.**

10.1. Confidentiality. Subject to applicable state public records law, the terms of this Agreement are strictly confidential and neither party may disclose the terms hereof to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may disclose the terms hereof to such party's professional, financial and similar advisors provided such persons are bound by covenants or obligations prohibiting further disclosure and restricting their use of such information to purposes consistent with the provisions of this Agreement.

10.2. Compliance with Law. Each party shall comply with all laws, rules and regulations applicable to it in the performance of its obligations under this Agreement.

10.3. No Resale. During and after the Term, School agrees to not sell or distribute, or to permit the sale or distribution of, any adidas Products acquired pursuant to this Agreement, provided that School may sell such adidas Products to: (i) affiliates of the School, including on-campus retail outlets that provide services or sales to the School's teams, athletic facilities, faculty, students and visitors; and (ii) vendors of the School that provide services to the School's teams or athletic facilities but only to the extent related to vendor's provision of service to the School.

11. **Notices.** Notices required by this Agreement shall be sent to the address listed below or to such other address as the parties may from time to time by notice provide.

If to adidas:

adidas America, Inc.
5055 N. Greeley Ave.
Portland, OR 97217
Attn: Director, U.S. Team Sports

If to School:

Miami University
David Sayler-Athletic Director
230 Millett Hall
Oxford, OH 45056

With a copy to:

adidas America, Inc.
5055 N. Greeley Ave.
Portland, OR 97217
Attn: Legal Dept.

Notice is effective when actually received if sent by any means that leaves a hard-copy record in the hands of the recipient. If sent registered mail, postage prepaid, return receipt requested, notice shall be deemed effective on the date the return receipt shows the notice was accepted, refused, or returned undeliverable.

12. **Miscellaneous.**

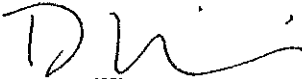
- 12.1. Severability. If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
- 12.2. Binding Effect. This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and permitted assigns.
- 12.3. Assignment. School may not assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without adidas's prior written consent.
- 12.4. Construction. The captions used in this Agreement are provided for convenience only and will not affect the meaning or interpretation of any provision of this Agreement. All references in this Agreement to "Section" or "Sections" without additional identification refer to the Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Whenever the words *include* or *including* are used in this Agreement, they will be deemed to be followed by the words *without limitation*.
- 12.5. Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its own expenses in connection with the preparation, execution and performance of this Agreement and the transactions contemplated by this Agreement. School shall be solely responsible for the payment of all taxes or other associated expenses on any compensation or considerations received under this Agreement.
- 12.6. School/adidas Relationship. Nothing contained in this Agreement shall be construed as establishing an employer/employee, agency, partnership or joint venture relationship between the parties.
- 12.7. Entire Agreement. This Agreement, together with the terms and conditions of the adidas Team Sales catalog and of the account or credit application completed in connection with execution of this Agreement, all of which are incorporated into this Agreement by reference, constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All

previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.

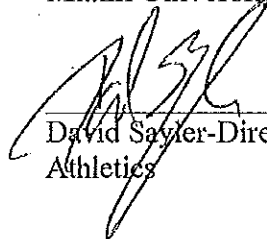
IN WITNESS WHEREOF, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement on behalf of the parties.

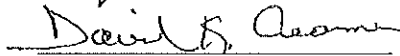
adidas America, INC


Mark Daniels-Director of US Sports


Approved as to form by adidas Legal Dept.

Miami University


David Sawyer-Director of Athletics


Dave Creamer- Vice President
For Business and Finance