

AMENDMENT

AMENDMENT to the Multi Media Rights Agreement, dated as of August 19, 2019, between Miami University and Van Wagner Sports & Entertainment, LLC (the "Agreement").

RECITALS

NOW, THEREFORE, for good and valuable consideration, the Parties, intending to be legally bound, agree to amend the Agreement as follows:

AMENDMENT

1. All capitalized terms used but not defined in this Amendment which are defined in the Agreement, have the same meaning in this Amendment as in the Agreement.
2. The Parties agree to extend the Term of the Agreement for an additional three (3) years until June 30, 2034 (to include Contract Years 13, 14 and 15). Sections 5.1 and 5.2 of the Agreement are deleted and replaced by the following:

"5.1 Term.

5.1.1 The initial term of this Agreement shall start on the Effective Date and shall end on June 30, 2034, unless terminated sooner in accordance with the terms of this Agreement ("Term").

5.1.2 Reserved.

5.1.3 Upon the expiration or earlier termination of this Agreement, other than as a result of a termination of this Agreement by VWSE pursuant to Section 5.3.1, (a) VWSE shall deliver to University (i) a copy of all un-redacted Sponsor Contracts then in force related to any rights granted under this Agreement; and (ii) the primary point of contact for that Contract, including the individual's phone number, email address, and mailing address; and (b) provide commercially reasonable cooperation and assistance to University in transitioning to a different multi-media rights vendor; and (c) all authorizations and licenses granted under this Agreement, including all permissions to use University's Marks, will immediately terminate and VWSE shall cease all activities concerning such authorizations and licenses.

5.2 Exclusive Negotiating Period/Right to Match. At the end of the Term VWSE shall have the following renewal opportunity:

5.2.1 At the request of VWSE, during the period beginning on the first day of the first month of the last Contract Year of the Term, as applicable, and ending on the last day of the third month of such Contract Year (the "Exclusive Negotiating Period"), University and VWSE in good faith shall negotiate the terms and conditions under which the terms of this Agreement shall be extended. If during the Exclusive Negotiating Period University and VWSE agree upon the terms on which this Agreement shall be extended, then the Parties shall be obligated to enter into such extension in writing on such terms and conditions. If during the Exclusive Negotiating Period, University and VWSE are unable to reach agreement on terms

upon which this Agreement shall be extended, then University shall be free to negotiate an agreement for the period following expiration of the Term with another Person. University shall not solicit for, or enter discussions or an arrangement regarding, an agreement with any Person other than VWSE prior to or during the Exclusive Negotiating Period, and University shall promptly notify VWSE of any unsolicited offer which it receives prior to or during the Exclusive Negotiating Period, including the identity of the offeree and the terms of such offer.

5.2.2 Notwithstanding the above or anything in this Agreement to the contrary, the Parties may extend this Agreement at any time upon written agreement signed by an authorized representative of each of the Parties."

3. Notwithstanding anything to the contrary set forth in the Agreement, University and VWSE agree that:

i. VWSE was not required to pay the Guaranteed Royalty Amount for the Contract Year ended June 30, 2021, and VWSE is not required to make any further payments to or for the benefit of University for such Contract Year.

ii. For the Contract Year ending June 30, 2022, the Guaranteed Royalty Amount owed by Van Wagner to University shall be \$300,000. In addition to the Guaranteed Royalty Amount, VWSE shall pay a one time advance royalty payment of \$500,000 ("Additional Royalty Payment") to University before the end of the Contract Year ending June 30, 2022 (a) a portion of which is in consideration for the continued use by Van Wagner of the University's Marks during the extended Term and (b) a portion of which shall be used by University for the acquisition of a new scoreboard at Yaeger Stadium. The new scoreboard shall be included as Signage which VWSE may market and sell to Sponsors over the Term, under, and subject to all of the terms and conditions of, the Agreement. If the new scoreboard at Yaeger Stadium is not acquired by University by June 30, 2025 and University and VWSE have not agreed on use of the Additional Royalty Payment to acquire or develop other assets that VWSE reasonably believes it can market and sell to Sponsors to generate revenue under the Agreement in at least the same amount as anticipated to be generated by VWSE from the sale of sponsorships on the new scoreboard, then University shall be required to refund to VWSE \$300,000 of the Additional Royalty Payment by no later than July 31, 2025. The provisions of Section 4.1.1 A. ii. to v. of the Agreement are unchanged for the Contract Year ended June 30, 2022.

iii. The provisions of Sections 4.1 and 4.2 are hereby amended to reflect the provisions of this Section 3 of the Amendment.

4. Effective for all Contract Years from and after the Contract Year beginning July 1, 2022, Sections 4.1 and 4.2 of the Agreement are deleted in their entirety and replaced by the following:

"4.1 Royalties Paid to University and Compensation of VWSE.

4.1.1 A. In consideration for the rights granted by University to VWSE and the services provided by VWSE to the University under this Agreement, during each Contract Year VWSE shall pay the following royalties to University and retain for itself the following amounts in the following order of priority:

i. Reserved.

ii. Reserved.

iii. VWSE will pay the University 60% and VWSE shall retain 40% of the first \$1,500,000 of Gross Revenues for such Contract Year; and then

iv. VWSE will pay the University 50% and VWSE shall retain 50% of all remaining Gross Revenues for such Contract Year.

The portion of Gross Revenues payable to the University and retained by VWSE during each Contract Year is referred to as the "University Share" and the "VWSE Share", respectively.

B. Reserved.

C. Notwithstanding the foregoing or anything in this Agreement to the contrary, all revenue generated from a Premium Naming Rights Agreement for the Premium Naming Right Assets specified therein ("Premium Naming Rights Revenue") will be allocated and paid 70% to University and 30% to VWSE (on a first dollar basis). Notwithstanding anything to the contrary in this Agreement, Premium Naming Rights Revenue shall not be included in Gross Revenues. All revenue generated from assets included in a Premium Naming Rights Agreement that are not Premium Naming Rights Assets shall be included in Gross Revenues.

D. Reserved.

E. Reserved.

F. Reserved.

G. Reserved.

H. Reserved.

4.1.2 For purposes of this Agreement, the following terms have the following meanings:

A. "Gross Revenues" for any Contract Year means the aggregate of all cash revenues which (i) VWSE collects from its exercise of any rights and activities which it provides for that Contract Year pursuant to this Agreement, plus (ii) any other cash revenue (other than Excluded Revenue) actually collected directly by the University relating to its Multi Media Rights ("University Direct Collections") for that Contract Year, in the case of both clauses (i) and (ii) less agency fees and commissions paid to or retained by agencies unaffiliated with VWSE for that Contract Year (or period, as applicable), plus (iii) \$130,000, which represents an amount the Athletics Department receives from its pour rights partner ("Pouring Rights Payment"). Notwithstanding anything to the contrary in this Agreement, Gross Revenue does not include: (i) any revenue received by University from the assets included in the Existing MMR Agreements for so long as such assets continue to be covered by those agreements; any revenue received by University from the Excluded Categories (other than the inclusion of the Pouring Rights Payment in Gross Revenues as set forth above and the application of such amounts as a credit against the Guaranteed Amount pursuant to Section 4.1.2 B.); (ii) any revenue received by University from assets covered by the Conference Agreements

for so long as such assets continue to be covered by the Conference Agreements; and (iii) any other revenue received by University from assets otherwise covered by this Agreement which University and VWSE agree shall be excluded from Gross Revenue (collectively, the "Excluded Revenue"). For avoidance of doubt, University shall retain all Excluded Revenue, and such Excluded Revenue shall not be included in Gross Revenues or the calculation of University Share or VWSE Share.

B. Reserved.

C. Reserved.

D. "Contracted Revenue" for any Contract Year means the amount of revenue payable to or for the benefit of VWSE or the University for that Contract Year pursuant to (i) all Sponsor Contracts, (ii) all Premium Naming Rights Agreements, and (iii) all other Contracts to which VWSE or the University are a party the revenue from which is included (in whole or in part) in the calculation of University Share pursuant to this Agreement. For avoidance of doubt, Contracted Revenue does not include Excluded Revenue.

E. "Premium Naming Rights Revenue Collected" for each Contract Year means the amount of Premium Naming Rights Revenue collected during the applicable year.

4.2 Collection, Payment and Reporting.

4.2.1 By June 30 of each Contract Year, VWSE shall pay University the University Share based on Gross Revenues collected as of May 31 of the Contract Year.

4.2.2 By August 31 following each Contract Year, VWSE shall pay University the University Share based on Gross Revenues collected as of June 30 of the Contract Year ended on June 30.

4.2.3 If all the Gross Revenues for a Contract Year have not been collected as of August 31 following that year, VWSE shall continue to pay University any additional amount of University Share to which the University is entitled for that Contract Year based on the total amount of Gross Revenues for that Contract Year including revenues collected after August 31, within thirty (30) days following the end of the month during which such Gross Revenues are collected.

4.2.4 University shall pay VWSE amounts due with respect to Premium Naming Rights Revenues collected by University within thirty (30) days following each month during which University receives payment of the Premium Naming Rights Revenue (each a "Premium Rights Payment"). University shall deliver together with each payment a report containing details as reasonably required by VWSE showing the Premium Naming Revenue due for the applicable Contract Year, the amounts paid to date for that Contract Year and the amounts still owed for such Contract Year and any previous Contract Years.

4.2.5 During each Contract Year, VWSE shall deliver to University quarterly reports within forty five (45) days after the end of such quarter detailing, as of the

end of the applicable quarter, all Gross Revenues for that Contract Year. The quarterly reports shall contain such details as reasonably requested by University.

4.2.6 During each Contract Year University shall deliver to VWSE within thirty (30) days after the end of the first three (3) quarters and by June 15th of the final quarter, a report detailing all year-to-date University Direct Collections for that Contract Year. The reports shall contain such details as reasonably requested by VWSE."

5. Section 5.4 of the Agreement is deleted in its entirety and replaced by the following:

"5.4 Right to Renegotiate Terms.

5.4.1 If any of the following events occur, and such events have a material financial impact on VWSE, then VWSE may require University to renegotiate, in good faith, the provisions of Article IV and related provisions of this Agreement to equitably reflect the material adverse impact of such events on VWSE:

A. The football program or men's or women's basketball program or hockey program is eliminated or substantially curtailed or men's or women's basketball programs no longer qualifies as a NCAA Division I intercollegiate athletic program.

B. If as a result of a change in Applicable Law VWSE's ability to obtain sponsorships or to otherwise exercise its rights under this Agreement are materially diminished or restricted.

C. If University and/or its Athletics Department is the subject of a University Material Adverse Publicity, whether due to sanctions by the NCAA for major violations in its athletic programs or otherwise, which University Material Adverse Publicity materially diminishes or restricts VWSE's ability to retain or obtain sponsorships or to otherwise exercise its rights under the Agreement.

D. If University's football team, men's or women's basketball team or hockey team incurs disciplinary sanctions which prevent the team from appearing in bowl games, conference championship games or other postseason conference tournaments, NCAA or NIT tournaments,

E. If a Force Majeure Event prevents a scheduled football Game, men's or women's basketball Game or hockey Game from being played and that Game is not played during the same Contract Year;

F. If as a result of a Force Majeure Event spectators are not permitted to attend a football Game, men's or women's basketball Game or hockey Game or the number of spectators permitted to attend any such Game is significantly reduced;

G. If the Sponsor Message Inventory associated with the Multi Media Rights granted to Van Wagner under this Agreement is materially reduced in comparison to the Sponsor Message Inventory available to Van Wagner in the immediately preceding Contract Year, or in the case of the 2022-2023 Contract Year, for the 2019-2020 Contract Year;

H. If VWSE provides written notice to University that a Person who is not a Sponsor: (i) is using Marks without a proper license from Van Wagner under this Agreement or without a proper license from the University or its licensing company under an Existing Agreement or under another agreement that is permitted to be granted by University or such licensing company under this Agreement (a "Permitted License"); or (ii) is using Marks in violation or in breach of its a Permitted License; or (ii) is otherwise taking actions that impair Van Wagner's ability to make use of the Marks or Sponsor Message Inventory or that devalues the Marks and that is not authorized by a Permitted License (each an "Adverse Action"), and University shall not prevent or stop such person from taking any such Adverse Actions;

I. If any network televising a University Game uses virtual signage to prevent signage (permanent or temporary) of any Van Wagner Sponsor from being viewed by the television audience;

J. If a member of any University Team is permitted by Applicable Law to sponsor products, goods or services and, as a result, the Van Wagner Sponsorship Program is adversely affected.

K. If a Material Adverse Event occurs;

L. If there is a University Conference Change that materially diminishes or restricts Van Wagner's ability to retain or obtain sponsorships or to otherwise exercise its rights under the Agreement: or

M. If a Signage Problem occurs.

5.4.2 If upon the occurrence of a University Material Adverse Publicity, University and VWSE are unable to reach agreement as to adjustment of the provisions of Article IV and related provisions of this Agreement, VWSE may terminate this Agreement upon ninety (90) days prior written notice without penalty for early termination.

5.4.3 If VWSE is the subject of a VWSE Material Adverse Publicity, University may require VWSE to renegotiate in good faith the provisions of Article IV and related provisions of this Agreement to equitably reflect the adverse impact of such event on University. If, upon the occurrence of a VWSE Material Adverse Publicity, University and VWSE are unable to reach agreement as to adjustment of Article IV and related provisions of this Agreement, University may terminate this Agreement upon ninety (90) days prior written notice to VWSE without penalty for early termination."

6. The definitions of "Applicable Law" and "Force Majeure Event" in the definition Schedule of the Agreement are deleted in their entirety and replaced by the following:

"Applicable Law" means all applicable laws, rules, and regulations, and the policies and rules and regulations of University, Conference and NCAA, including, but not limited to, the University's Name, Image and Likeness Guidelines annexed as Exhibit A.

"Force Majeure Event" means an act of nature, flood, fire, explosion, war, terrorism, invasion, riot, other civil unrest, embargo or blockade, national, regional, state or local emergency, strike, labor stoppage, slowdown, other industrial disturbance, highly infectious disease, epidemic, pandemic, hurricane, tornado or other severe weather event or other act of God, any passage of law or governmental or NCAA sanctioning body order, rule, regulation or direction (but not including sanctions by the NCAA for major violations in its athletic programs), any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition, or national or regional shortage of adequate power or telecommunications or transportation facilities, restrictions on public assembly, restrictions on public transportation or other event or occurrence beyond the reasonable control of the affected party whether similar or dissimilar to the foregoing."

7. The following additional definitions are added to the Definitions Schedule of the Agreement:

"Material Adverse Event" means an event, action, conduct, investigation, circumstance or situation on any University campus that is of such a negative or adverse nature that Sponsors or potential Sponsors considering sponsoring University athletics are prompted to discontinue sponsorships or the pursuit of new or replacement sponsorships because they do not want to be associated with the negative image or scandal; provided that such material adverse event must not have been directly caused by any act or omission of Van Wagner or its employees or subcontractors.


"Signage Problem" means (i) the signage of a University sponsor or partner or of the signage of University or one of its Affiliates or of a sponsor of a Conference network or other broadcasting network ("**Third Party Signage**") in and around Athletics Facilities encroaches upon a Van Wagner Sponsor's Signage by reason of the Third Party Signage being visible either during a telecast or by the general public in the Athletic Facilities. For the avoidance of doubt and for purposes of clarification, the signage identifying the network broadcasting a University Athletic Event or show from an Athletic Facility shall not be deemed an encroachment in the Athletic Facility that would alone constitute a Signage Problem); (ii) Van Wagner is required to refund or credit a Sponsor because of the failure of Signage to function or operate properly; or (iii) new naming rights to all or part of a University owned Athletic Facility granted to a third party that is a competitor of a Van Wagner Sponsor that holds exclusivity rights in a sponsorship category.

"University Conference Change" means a change in the University's Conference affiliation or a material change in the nature of the Conference, whether because of (i) the University's withdrawal or departure from the Conference of which it is a member, or (ii) the Conference disbands or merges with another conference, or (iii) there are more than two (2) member changes in the Conference's membership within any twenty four (24) month period (whether voluntary or involuntary departure or whether additions or contractions)."

8. The Effective Date of this Amendment is July 1, 2020.

IN WITNESS WHEREOF, VWSE and University have signed this Amendment as of the date specified above.

VAN WAGNER SPORTS & ENTERTAINMENT, LLC

By: 
Name: Mike Palisi
Title: President, College

MIAMI UNIVERSITY


By: 
Name:
Title: David K. Creamer
Senior Vice President for
Finance and Business Services
Miami University

EXHIBIT A

NAME, IMAGE AND LIKENESS GUIDELINES



STATEMENT OF PURPOSE

The Miami University Department of Intercollegiate Athletics ("Department of ICA") is committed to supporting student-athletes and their pursuit of name, image, likeness ("NIL") activities in accordance with applicable NCAA and/or state or federal laws. These NIL guidelines apply to all student-athletes participating in intercollegiate athletic programs at Miami University and outline the expectations surrounding a student-athlete's involvement in NIL activities while encouraging our student-athletes to take advantage of these new opportunities. As some of Miami University's most visible ambassadors, student-athletes are expected to conduct themselves in a manner which will reflect positively upon themselves, their families, coaches, teammates, the Department of ICA, and Miami University.

These guidelines apply to a student-athlete when they initially enroll as a full-time student or when they begin official practice at Miami University, whichever occurs first.

Under Ohio law, a student-athlete may earn compensation as a result of the use of student-athlete's NIL. These activities include but are not limited to: autograph signing, personal appearances, social media endorsements, camps/clinics, private lessons, and promoting a commercial product or service. Compensation means any form of payment, including but not limited to cash, gifts, in-kind items of value, discounts, social media compensation, payments for licensing or use of publicity rights, and payments for other intellectual or intangible property rights. Unless expressly stated, because Miami University wants to assist you in complying with NCAA and institutional rules, these Guidelines cover both uncompensated and compensated NIL activities ("NIL Activity(ies)").

STUDENT-ATHLETE NAME, IMAGE, LIKENESS GUIDELINES

As a student-athlete at Miami University, the following applies to your participation in any NIL Activity:

- If you are receiving compensation for your NIL Activity, you must submit your proposed verbal or written NIL agreement to Miami University through ARMS in advance. The proposed agreement will be reviewed to determine if there is a conflict with any Miami University contract. If there is a conflict:
 - Miami will inform you of the relevant contract provision that is in conflict;
 - You cannot enter into the proposed NIL agreement or otherwise engage in the proposed NIL Activity, but you may negotiate a revision to the proposed NIL agreement to avoid the conflict; and
 - You must submit the revised NIL agreement to Miami University, within the ARMS system, for review before you enter into the NIL Activity to ensure compliance with these guidelines and Ohio law.
- If you do not perform the work agreed upon in your NIL agreement in order to receive compensation (i.e., money, product, or other benefits), you could jeopardize your eligibility as a student-athlete at Miami University.
- You may not participate in NIL Activities in a Miami University facility, including any ICA facility (e.g. fields, arenas, stadiums, rinks, etc.) without express permission from the office of Athletic Event and Facilities within ICA. You will be required to pay the applicable university rental rate. You may also be asked to sign related agreements, provide liability insurance, etc. You may not participate in NIL Activities in athletics areas that are un-rentable (ex. locker rooms, medical/athletic, training areas, team meeting rooms/lounges, hallways, etc.).
- You may not participate in NIL Activities in other Miami University facilities without express permission from Miami University's Department of Conference and Event Services (<https://www.miamioh.edu/campus-services/event-services/index.html>) and you must pay the applicable university rental rate. You may also be asked to sign related agreements, provide liability insurance, etc.
- You may not participate in an NIL Activity while required to be present for practice, scrimmage, competition, or another required team event. This time period covers the time you have to report for practice, scrimmage, competition, or other required team event until you are released by your sports program and have departed the athletic facility.





- You may not participate in any NIL Activities during required team activities, on-campus or off-campus. This includes, among others, during media, team travel, photo sessions, community service, and team building activities.
- You should understand that there may be academic and disciplinary consequences if you choose to miss class or any other academic obligations to participate in any NIL Activity.
- During NIL Activities, you may not use any Miami University trademarks, service marks, logos, names, symbols, brand indicia, or other intellectual property (the “Miami Marks”) or any copyrighted materials owned by or licensed to Miami University (“Miami Copyrights,” and together with the Miami Marks, the “Miami IP”). For example, you may not wear any apparel incorporating Miami IP in your NIL Activities, or use any of the Miami IP in videos or photos in your NIL Activities. Questions related to the Miami Marks must be directed to Laura Driscoll, Miami University’s Director of Brand Management & Strategy, at laura.driscoll@miamioh.edu or (513) 529-8332.
- No Miami coaches or staff may be involved in any way with your NIL Activities. This includes arranging, assisting, promoting, or contributing to your NIL Activities. You also may not compensate (money or other goods, services or compensation) a coach or staff member to be involved or assist with any NIL Activity (i.e., social media content, videos/photography, graphics, logos, etc.).
- You may use photos or videos containing Miami IP for your **personal** brand building on social media, but not in any NIL Activity. For example, you may upload of photograph that a parent or guardian takes of you while in your Miami University uniform on your personal Facebook page to be shared with friends and family.
- You may not sell your team-issued equipment and apparel (i.e., shoes, jersey, helmet, sticks/bats, warm-ups, etc.) until your eligibility is exhausted.
- You may not be paid for your athletic performance (i.e., you cannot be paid for a specific athletic performance/milestone). For example, you cannot be paid for scoring 3 goals or winning a conference championship.
- You may disclose, in connection with NIL Activities, that you are a student-athlete at Miami University and list your personal academic or athletic accolades. You may not imply, directly or indirectly, that Miami University is endorsing your NIL Activities or any products or services associated with your NIL Activities.
- You may hire an agent to assist you with NIL Activities. That agent needs to be registered under Ohio law unless it is an immediate family member (see aco.ohio.gov). You must compensate your NIL agent with their regular rate. Failure to do so may jeopardize your intercollegiate eligibility.
- You may not hire an agent to directly or indirectly represent you or attempt to represent you for the purpose of marketing your athletic ability or reputation for financial gain as a professional athlete or to secure you an opportunity as a professional athlete. Hiring an agent for this purpose may jeopardize your intercollegiate eligibility.
- You may not enter into a NIL agreement with any of the following industries:
 - Alcohol Products
 - Tobacco products (including electronic smoking devices, vapor products or products or devices that consists of or contains nicotine that can be ingested into the body);
 - Casinos or any entity that sponsors or promotes gambling activities;
 - Controlled substances;
 - Marijuana (including legalized or medical) products;
 - Medical marijuana cultivator, processor, lab or retail dispensary; or
 - Any business engaged in the sale, rental, or exhibition for any form of consideration of adult entertainment that is characterized by an emphasis on the exposure or display of sexual activity.
 - Miami University reserves the right to restrict other categories of companies, brands or types of contracts that are similar to the above industries (or other areas that are permitted under Ohio law) if Miami University communicates this information to you before you enroll at Miami University.
- As mentioned above, you may not enter into a NIL agreement if the agreement conflicts with an Miami University agreement. At the current time, among other potential conflicts, it is possible that a conflict will exist if your proposed NIL agreement requires you to do the following:





- Wear products competitive with the university's sideline sponsor (currently adidas) during team activities – ex. practices, competitions, media, team travel, community service, photo sessions, team-building activities, etc.
 - Use equipment competitive with one of the university's equipment sponsors (e.g. Rawlings, Bauer, etc.) during team activities.
 - Promote beverages competitive with the university's pouring rights sponsor (currently Pepsi).
- You understand that you are still subject to the following:
 - Academic standards, requirements, regulations and obligations;
 - Team rules of conduct or other rules of conduct;
 - Standards or policies regarding the governance or operation of or participation in intercollegiate athletics; and
 - Disciplinary rules and standards generally applicable to all students at Miami University.
- International student-athletes should not enter into any NIL Activities without consulting with Miami University's Office of International Student and Scholar Services as this could impact your U.S. Visa status (<https://www.miamioh.edu/global-initiatives/iss/index.html>). Please see attachment to these NIL guidelines for more information related to NIL Activities and immigration.
- You may also need to comply with the NIL laws of the state in which you legally reside in addition to the laws of the State of Ohio, and you may need to consult an attorney to ensure such compliance.
- Pell Grant, federal aid, and/or other need-based aid could be impacted by your NIL Activities. Questions may be directed to the One Stop at Miami University (OneStop@miamioh.edu). In addition, there could be tax consequences on your earnings, which may require that you consult an attorney or tax professional to understand such consequences.
- Under Ohio's right of publicity law (Ohio R.C. Chapter 2741), Miami University also has the ability to use your NIL for Miami University's educational purposes or to promote Miami University and its educational or institutional objectives without providing you compensation.

SANCTIONS

Failure to abide by these NIL guidelines may result in loss of privileges and other sanctions as appropriate, including but not limited to verbal or written reprimand, probation, loss of practice privileges, loss of competition privileges, suspension or dismissal from the program.





INTERNATIONAL STUDENT-ATHLETES: CONSIDERATIONS FOR STUDENT ATHLETES IN F-1 STATUS REGARDING COMPENSATION FOR VARIOUS ACTIVITIES

Miami University recognizes that the NCAA has recently adopted an interim policy and Ohio Governor DeWine has recently issued an Executive Order which allow collegiate student-athletes to earn compensation for use of their name, image, and likeness. However, earning such compensation may not be permissible for international student-athletes without having serious consequences. In particular, U.S. law requires that F-1 students come to the U.S. "solely for the purpose" of pursuing their course of study. U.S. law and regulation therefore limit employment and income-generating activities available to F-1 international students while they are in the United States. "Employment" for purposes of U.S. immigration laws generally consists of performing labor or services in return for wages or other remuneration. This includes self-employment. F-1 students are typically limited to 20 hours per week of on-campus employment (e.g., bookstore, dining services, assistantship, etc.). For more information concerning F-1 student employment, please contact the Office of International Student and Scholar Services ("ISSS"): <https://www.miamioh.edu/global-initiatives/issss/index.html>

These immigration-related employment restrictions impact the ability of student-athletes in F-1 status to take advantage of income-generating opportunities (name, image, likeness, etc.). Thus, any student-athlete who is currently in F-1 or other nonimmigrant status should discuss the potential immigration implications of performing any type of labor or service in exchange for payment with a competent immigration attorney.

Failure to consider whether providing any service or labor in exchange for payment complies with U.S. immigration law may seriously impact a student athlete's ability to remain in the United States or obtain visas or other immigration benefits in the future.

For your general assistance, the Department of ICA has provided a few answers to common questions below. However, **student-athletes should consult with their advisors in ISSS and with their own immigration attorneys prior to undertaking any income generating activity.** Please note that restrictions only affect labor or services performed in United States. Students may be able to take advantage of many activities in their home countries that would otherwise be restricted in the U.S.

Question 1: May I receive payment to appear in a commercial or endorse a commercial product?

Answer 1: No, not if the service is performed in the United States.

Question 2: May I receive compensation for a personal appearance at an event?

Answer 2: No, not if the appearance is in the United States.

Question 3: May I receive compensation for providing lessons or coaching at a private camp, club, or clinic in the United States?

Answer 3: No. (Please discuss employment at Miami University on-campus camps with ISSS.)

Question 4: May I receive compensation for signing an autograph?

Answer 4: No, not if you are signing in the United States.

Question 5: May I establish my own business selling products and services?

Answer 5: No, not in the United States. Note: an F-1 student can invest in the United States (e.g., buy stock in a company), but cannot receive income or remuneration as a result of providing services to any company, including one owned by the F-1 student.

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Question 6: May I sell institutional awards (rings, apparel, etc.) once I have finished my athletics eligibility?

Answer 6: Yes. An F-1 student may sell personal possessions, provided this is not undertaken as a regular business or trade. (Any questions should be addressed to an immigration attorney.)

Question 7: May I use my name, image, or likeness in connection with a personal crowdfunding page to raise money for my personal education expenses or family hardships?

Answer 7: If the page is set up while the student-athlete is outside the U.S. and no further activity is undertaken related to promotion of the page while in the U.S., then this activity may be permissible. (Please consult with an immigration attorney.) However, the U.S. government may consider active operation\updating\promotion of such a page while in the U.S. to be no different than operating a business for income.

Question 8: May I use my name, image, or likeness in connection with a personal crowdfunding page to raise money for charity?

Answer 8: Yes, provided you receive no compensation, remuneration, or benefit from the charity in any way. (Please consult with an immigration attorney.)

As noted above, it is important to differentiate services or labor performed in the United States from services or labor performed outside the United States. An F-1 student-athlete may be able to sign autographs, make appearances, endorse products, provide lessons, etc. **outside** the United States provided such activities are in compliance with applicable Department of Athletics and NCAA rules and applicable federal and/or state law.

