

TEAM AGREEMENT

This Team Agreement (“Agreement”) is entered into between adidas America, Inc., an Oregon corporation (“adidas”), and **Miami University, an institution of higher education established and existing under the laws of the State of Ohio** (“School”). This Agreement is effective as of **July 1, 2026** and ends on **June 30, 2031 with two (2) – one (1) year renewals** (See section 9 regarding Term).

RECITALS

- A. School fields athletic teams and programs in the following (each a “Team”, and together with any new teams and programs added by School during the Term, the “Teams”):

Men’s Teams	Baseball, Basketball, Football, Golf, Hockey, Swimming & Diving, Cross Country, Track & Field
Women’s Teams	Basketball, Field Hockey, Soccer, Softball, Swimming & Diving, Tennis, Cross Country, Track & Field, Volleyball

The Teams retain and support coaches, staff and student athletes in connection with competition and other Team activities (collectively, the “Team Participants”). Hockey and Swimming & Diving Programs will only be required for training and travel purposes.

- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Sales Program (the “adidas Team Program”). 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 the Teams by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program through an authorized third-party dealer or dealers (“adidas Team Dealer(s)”) chosen by School.
- C. School wishes to acquire, wear, 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 for Team Participants’ use from an authorized adidas Team Dealer in accordance with the adidas Team Program. “Footwear Products” means all footwear for Team Participants for all Team-related activities, including competition, practices, training, coaching, travel, recruiting, and media engagements.
- 1.2. Non-Footwear Products. During the Term, School agrees to purchase Non-Footwear Products for Team Participants’ use from an authorized adidas Team Dealer in accordance with the adidas Team Program. “Non-Footwear Products” means all apparel, adidas Golf apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, gloves, watches, eyewear, hard goods, and football inflatables) included in the adidas Team Program, but excluding Footwear Products. Notwithstanding the foregoing, adidas agrees that (i) Team may wear and/or use custom eyewear (including optic facemask visors) and timing that are not adidas products provided that all third-party logos, trademarks and brand indicia are covered by a University

Trademark, completely removed from such improved optic facemask visors, or otherwise neutralized and covered so that such third party marks are not visible.

- 1.3. Licensee Products. School understands and acknowledges that adidas contracts with certain licensed partners (“Licensees”) to provide products that adidas does not manufacture itself (“Licensee Products”).
- 1.4. Discounts. School shall be entitled to purchase Footwear Products, Non-Footwear Products, and Licensee Products from an adidas Team Dealer or Dealers at discounts to be negotiated with such Dealer(s).
- 1.5. 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 or otherwise violates Ohio R.C. 9.27(B)(4). **ALL GOODS PURCHASED OR OTHERWISE ACQUIRED BY SCHOOL PURSUANT TO THIS AGREEMENT ARE TRANSFERRED AS-IS. ADIDAS HEREBY DISCLAIMS ANY AND ALL EXPRESS AND 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-related activities where athletic or athleisure footwear and/or attire is appropriate, including but not limited to competition, practices, appearing at Team-related media sessions and/or in School- or Team-related social media, being filmed by motion picture or video tape in any other Team-related setting, posing for Team-related photographs, recruiting, and/or conducting or participating in Team-related camps or clinics. Unless medically necessary due to a bona fide medical condition which is attributed to the use of adidas Products and as to which adidas has been notified and has been unable to remedy, employees of School’s Department of Intercollegiate Athletics shall not, during the course of their employment responsibilities, wear, use, or in any way promote any products manufactured by or identifiable with any competitor of adidas. Furthermore, adidas acknowledges and agrees that employees of School’s Department of Intercollegiate Athletics may wear non-athletic or non-athleisure footwear from time to time when acting in their official capacities where athletic or athleisure footwear is not appropriate, and in those instances, employees of School’s Department of Intercollegiate Athletics may wear non-athletic or non-athleisure footwear so long as that footwear is not identifiable with any competitor of adidas.
- 2.2. No Spatting. School shall not permit any Team Participant or any other person to “spat,” obstruct, or otherwise alter adidas’s logos and marks in any way. Notwithstanding the foregoing, in the event any Team Participant suffers any physical injury, pain, or discomfort due to a bona fide medical condition as evidenced by a certification by the Team’s physician which is serious enough to affect the Team Participant’s performance and which is attributed to the use of Footwear Products, School shall notify adidas and afford adidas the opportunity to remedy the problem. If adidas is unable to provide such Team Participant with a Footwear Product that can be worn satisfactorily, then adidas shall waive the exclusivity requirement of this Section 2.2 in such limited and specific case until

adidas can remedy the problem, provided however, that such Team Participant shall completely cover all non-adidas logos, trademarks, and brand indicia.

- 2.3. No Exceptions. Except as otherwise provided herein, exceptions to this Section 2 require written approval by adidas.

3. License.

3.1. With respect to the Teams, 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, logos, 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 online 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. For the avoidance of doubt, during the Term, School acknowledges and agrees that it shall not grant any license, permission, or right of any kind to Nike or Under Armour, or any of their parent companies, subsidiaries, affiliates, or other related entities, which are currently existing or may be created. For further avoidance of doubt, this grant of license above is not related to any retail license that adidas may negotiate separately with School's licensing agent or directly with School for retail sale of School- or Team-related adidas Products.

3.2. School presently has, and may continue to have during the Term, agreements with certain vendors that may compete with adidas, including, without limitation, Mizuno USA, Bauer, Wilson, Molten, Arena, and TYR ("**Competitor Vendor(s)**"). Each Competitor Vendor supplies School with certain apparel, hard goods, and protective equipment that adidas does not (or cannot) provide School under this Agreement (the "**Other Equipment**"). Nothing in this Agreement shall limit Miami's rights with or obligations to any of the Competitor Vendors, or otherwise affect any existing or future agreements for School's procurement of Other Equipment during the Term.

4. Annual Minimum Purchase Requirement. During each school year of the Term, defined as July 1 through June 30 (a "School Year"), School shall purchase at least [REDACTED] in adidas Products for use by the Teams (measured in actual dollars paid by School each School Year for adidas Products, not including amounts paid for shipping or delivery). If School fails to comply with the annual minimum purchase requirement for any School Year, School will pay adidas cash compensation equivalent to the shortfall for that School Year on or before September 30 of the School Year immediately following the School Year in which a shortfall occurred.

5. Promotional Merchandise.

5.1. For each School Year during the Term, adidas shall provide School [REDACTED] in Promotional Merchandise (at MSRP), as consideration solely for the Marketing Benefits described in Appendix B to this Agreement, to be allocated as determined by School's Athletic Director (or designee). School's Athletic Director (or designee) shall distribute Promotional Merchandise to Team Participants (a) to wear as required under this

Agreement; and/or (b) to wear on a regular basis while at work or at School athletic events so as to promote School spirit, unity, and pride.

- 5.2. “Promotional Merchandise” means adidas Products available from the adidas Team Sales Catalog, excluding products sold directly by adidas Licensees. Amounts of Promotional Merchandise for each School Year are measured in adidas Products at MSRP and made available to School on July 1 each School Year. Any unused amounts of Promotion Merchandise from any School Year expire on the last day of the School Year (i.e., on June 30) and cannot be carried over to the next School Year. adidas may reduce the amounts of Promotional Merchandise provided to School if School fails to continue and/or materially changes certain Team programming, reduces the number of Teams, or changes its conference affiliation(s). Ensuring that amounts of Promotional Merchandise are used and determining how such amounts are allocated among Teams is the sole responsibility of School. All Promotional Merchandise ships free via ground and School cannot apply any shipping upgrades. Returns and/or exchanges of Promotional Merchandise are not permitted.
6. Incentive Compensation. adidas shall provide School the bonus amount(s) of Promotional Merchandise, as defined above, set forth in Appendix A for any School Year(s) in which School achieves the applicable goal(s) during such School Year and provides adidas with notice within 60 days of each such achievement (“Incentive Compensation”), as consideration solely for the Other Benefits described in Appendix C to this Agreement.
7. Marketing Benefits. School shall provide adidas with the Marketing Benefits set forth in Appendix B.
8. 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 (except as otherwise provided in Section 3.2 of this Agreement); and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.
9. Term; Termination.
 - 9.1. Term. This Agreement shall remain in effect from **July 1, 2026** and until **June 30, 2031** with two (2) – one (1) year renewals (if extended in accordance with Section 10.1), unless sooner terminated pursuant to the terms of this Agreement (the “Term”).
 - 9.2. 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 a breach of Section 2 constitutes an incurable material breach of this Agreement.
 - 9.3. Termination by adidas. adidas may, in its sole discretion, terminate this Agreement if (a) one or more Teams or Team Participants 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’ sole estimation one or more Teams or Team Participants engage in conduct that reflects poorly on adidas or that harms adidas’ reputation in any way.
 - 9.4. Termination by School. School may terminate this Agreement immediately, by providing written notice thereof to adidas upon the occurrence of any of the following: (a) adidas’

failure to provide adidas Products or Promotional Merchandise due under this Agreement within thirty (30) days after written notice that such products or merchandise has not been provided when due; (b) any employee of adidas engages in conduct that the employee knew or should have known violated any Conference or NCAA rule, regulation, or bylaw (including but not limited to those related to gambling) and that results in sanctions to the School or otherwise materially harms School's reputation, as reasonably determined by School, in connection with this Agreement; or (c) in School's sole estimation adidas engages in conduct in connection with this Agreement that materially harms School's reputation, as reasonably determined by School.

- 9.5. Termination for Funding. This Agreement is subject to all necessary funds being available or encumbered pursuant to Ohio Revised Code section 126.07. If the state legislature-approved appropriations do not include fund for the continuation of this Agreement for any fiscal year after the first year and the School's athletics budget has no funds from any other sources to continue this Agreement, then School may terminate this Agreement without penalty or additional costs by giving adidas thirty (30) days written notice. In the event of termination of this Agreement pursuant to this Section 9.5, adidas may, in its sole discretion, cease, pause, reduce, or otherwise adjust its obligations relating to Promotional Merchandise under Section 5 of this Agreement.
 - 9.6. Right of Suspension or Reduction. If adidas reasonably believes that School has materially breached any material term of this Agreement (including but not limited to through the actions of any Team or Team Participant), then adidas may, in its sole discretion, suspend or reduce amounts of Promotional Merchandise to which School would otherwise be entitled (including Incentive Compensation), subject to the following limitations. For the first offense, adidas may reduce Promotional Merchandise to which School is entitled by 25%. For the second offense, adidas may reduce Promotional Merchandise to which School is entitled by 50%. For the third offense, adidas may reduce Promotional Merchandise to which School is entitled by 100%. Any reductions in Promotional Merchandise will be applied in the following School Year unless the material breach causing the reduction occurs in the final year of this Agreement, in which case the deduction will occur in that School Year.
 - 9.7. 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, including Section 10 below, shall survive the expiration or termination of this Agreement.
10. Rights of First Dealing and First Refusal.
- 10.1. First Dealing. Between July 1, 2030 and December 31, 2030, 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 Term, 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").

- 10.2. First Refusal. From the Effective Date of this Agreement until March 1, 2031 (the “ROFR Period”), if School receives a bona fide offer from a third party vendor offering to provide goods and services similar to those provided by adidas under this Agreement, then School shall provide 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 all Third Party Terms it receives during the ROFR Period. 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.

11. Covenants.

Confidentiality. Subject to disclosure as required by a subpoena, court order, administrative order, or applicable law, including, without limitation, the Ohio Public Records Act, 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, (a) 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 and (b) School may disclose this Agreement upon School’s receipt of a valid public records request. For avoidance of doubt, nothing in this Agreement or in any of adidas’s catalog terms and conditions (or any other non-negotiated terms and conditions related to this Agreement) shall prevent or otherwise limit School’s obligation to comply with the Ohio Public Records Act.

- 11.1. 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.
- 11.2. 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. If School decides to sell under (i) or (ii), School will provide notice to adidas and the parties shall discuss the mutual agreed upon terms for such sale. Nothing in this paragraph shall apply to licensed product.
- 11.3. Conference Realignment. In the event School leaves its current conference (MAC), adidas and School agree to re-evaluate the financial terms of this Agreement.
- 11.4. Limitation of Liability. ADIDAS WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONTINGENT, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE GOODS, ADDITIONAL COSTS INCURRED BY SCHOOL, OR CLAIMS OF THIRD PARTIES. ADIDAS’S TOTAL LIABILITY TO SCHOOL FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF ADIDAS PRODUCTS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE

AND/OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ADIDAS PRODUCTS TO WHICH SUCH CLAIM RELATES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE LIMITATION OF DAMAGES AND LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 11.5 SHALL BE SUBJECT TO ANY CONTRARY CONDITIONS, PROVISIONS, OR LIMITATIONS CONTAINED IN OHIO LAW, INCLUDING, WITHOUT LIMITATION, OHIO R.C. 9.27(B).

12. 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.
6650 North Basin Avenue, Suite L
Portland, OR 97217
Attn: Director, U.S. Team Sports
With a copy to:

adidas America, Inc.
6650 North Basin Avenue, Suite L
Portland, OR 97217
Attn: Legal Dept.

If to School:

Miami University
230 Millett Hall
Oxford, OH 45056
David Sayler – Athletic Director
With a copy to:

Miami University
215 Roudebush Hall
501 East High Street
Oxford, OH 45056
Attn. Office of General Counsel

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 by 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.

13. Miscellaneous.

13.1. 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.

13.2. Choice of Law; Venue; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. The parties hereby agree and consent to the exclusive jurisdiction and venue of the federal and state courts of competent jurisdiction located in the State of Ohio.

13.3. Approvals. adidas shall provide School with items for approval. School shall approve or disapprove within five business days. If School does not provide approval or disapproval within the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School acknowledges and agrees that any approvals given by the School's athletic director or his/her designee shall be sufficient for all purposes under this Agreement.

13.4. 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.

- 13.5. 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.
- 13.6. 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."
- 13.7. 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.
- 13.8. 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. Neither party has any authority to commit, act for or on behalf of the other party, or to bind the other party to any obligation or liability.
- 13.9. Entire Agreement. This Agreement, together with any exhibits, schedules, attachments, and any other documents incorporated into this Agreement by reference, all as amended from time to time, are incorporated into this Agreement by reference, and constitute 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.
- 13.10. Force Majeure. No party shall be liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by and is proportional to the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law unrelated to this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority unrelated to this Agreement; (g) national or regional emergency; (h) regional or global epidemics, pandemics, quarantines, and other similar health threats; and (i) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event.
- 13.11. Additional Representations and Covenants of adidas. adidas represents, warrants, and covenants (as applicable) to School that: (a) adidas is in good standing in the state of its incorporation or formation, and it is duly authorized to transact business in the State of Ohio; (b) adidas is not subject to an "unresolved" finding for recovery under Ohio R.C. 9.24; (c) adidas prohibits discrimination on the basis of religion, race, color, creed, national or ethnic origin, sex, age, disability, political affiliation, gender identity or expression, sexual orientation, pregnancy, or status as a veteran or member of the military; (d) adidas is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the Term of this Agreement; and (e) adidas has

and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.

- 13.12. Amendment; Wavier. No amendment to, or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- 13.13. Sovereign Immunity. Notwithstanding anything to the contrary in this Agreement, School agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under the Agreement. School's liability shall be subject in all cases to the immunities and limitations of the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code and as provided in Ohio R.C. 9.86 and 9.87, as amended. adidas agrees that nothing in this Agreement shall be construed as a waiver of the sovereign or qualified immunity of School, School's employees, and/or the State of Ohio.
- 13.14. Ohio R.C. 9.27. adidas hereby acknowledges and agrees that (a) School is a public university that is subject to the laws of the State of Ohio, including without limitation the Ohio Constitution and applicable sections of the Ohio Revised Code; and (b) School is prohibited from entering into any agreement that contains the provisions listed in Ohio R.C. 9.27(B)(1)-(9). Nothing in this Agreement shall be construed or interpreted in a manner that would be inconsistent with applicable Ohio law, including Ohio R.C. 9.27(B).
14. adidas Code of Conduct and Commitment to Compliance. adidas has high standards of compliance, as set out in its Fair Play Code of Conduct (available at www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/ or upon request from fairplay@adidas.com). To demonstrate a similarly high commitment to compliance, School confirms and agrees that: (i) it has implemented measures to comply with all applicable laws and/or regulations, and in particular all laws and/or regulations relating to bribery, corruption, and conflicts of interest; and (ii) in the event School learns of any actions by School, adidas, or any individuals affiliated with either party that, in its reasonable discretion, School determines may constitute a violation or breach of any applicable laws and/or regulations, School shall both disclose such actions to adidas at fairplay@adidas.com and take reasonably practicable steps to cease, remedy, and/or mitigate them.

[Signature Page Follows]

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

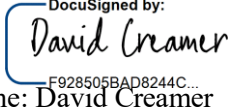
adidas America, Inc.

Miami University

By: 
Name: Derek Stucker
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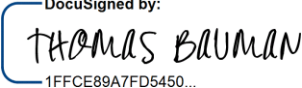
Derek Stucker
Title: Director, NCAA & High School Acquisition

Date: 19.07.2026

By: 
Name: David Creamer
F928505BAD8244C...

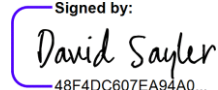
Title: VP, Finance & Business Services

Date: 7/27/2026

By: 
Name: THOMAS BAUMAN
1FFCE89A7FD5450...

Name: THOMAS BAUMAN
Title: Senior Manager, Team Sales
Date: 20.07.2026

By:
Name: Mark Taylor
Title: Chief Procurement Officer
Date:

By: 
Name: David Sayler
48F4DC607EA94A0...

Title: Director of Athletics
Date:

7/27/2026

APPENDIX A

Incentive Compensation

Football

Achievement	Bonus Amount
NCAA Bowl Participation	██████
*College Football Playoff Participant	██████
*College Football Playoff Final Four Participant	██████
*College Football Playoff National Champion	██████
Conference Coach of the Year	██████
National Coach of the Year (awarded by the AP Poll)	██████

Men's Basketball

Achievement	Bonus Amount
Conference Regular Season Champion	██████
*NCAA Post-Season Tournament Appearance	██████
*NCAA Post-Season Tournament Sweet 16 Appearance	██████
*NCAA Post-Season Tournament Final Four Appearance	██████
*NCAA Post-Season Tournament National Champion	██████
Conference Coach of the Year	██████
National Coach of the Year (awarded by the AP Poll)	██████

Women's Basketball

Achievement	Bonus Amount
Conference Regular Season Champion	██████
*NCAA Post-Season Tournament Appearance	██████
*NCAA Post-Season Tournament Sweet 16 Appearance	██████
*NCAA Post-Season Tournament Final Four Appearance	██████
*NCAA Post-Season Tournament National Champion	██████
Conference Coach of the Year	██████
National Coach of the Year (awarded by the AP Poll)	██████

Baseball & Softball

Achievement	Bonus Amount
*NCAA Post-Season Tournament Regional Appearance	██████
*NCAA Post-Season Tournament Super Regional Appearance	██████
*NCAA Post-Season Tournament College World Series Appearance	██████
*NCAA Post-Season Tournament College World Series Champion	██████

Conference Coach of the Year	
National Coach of the Year (awarded by the AP Poll)	

Women's Court Volleyball

Achievement	Bonus Amount
NCAA Regular Season Conference Champion	
*NCAA Post-Season Tournament Appearance	
*NCAA Post-Season Tournament Sweet 16 Appearance	
*NCAA Post-Season Tournament Final 4 Appearance	
*NCAA Post-Season Tournament National Champion	
Conference Coach of the Year	
National Coach of the Year (awarded by the AP Poll)	

Men's & Women's Ice Hockey

Achievement	Bonus Amount
*NCAA Frozen Four Appearance	
*NCAA Ice Hockey National Champions	

All Other Team Sports

Achievement	Bonus Amount
*NCAA Post-Season Tournament Appearance	
*NCAA Post-Season Tournament National Champion	
Conference Coach of the Year	
National Coach of the Year (awarded by the AP Poll)	

Incentive compensation for achievements marked with an asterisk earned by each Team each School Year is noncumulative (i.e., for each Team, School shall only be provided Bonus Promotional Merchandise for the highest goal achieved by the Team and/or coach that School Year). Bonus Promotional Merchandise must be used either during the School Year during which it is awarded or within 60 days after the date it is awarded, whichever is later. adidas shall make earned Incentive compensation available to School within a reasonable time after receiving notice from School that the applicable goal or goals have been achieved, but not until after October 1 during any School Year.

APPENDIX B

Marketing Benefits

This Appendix B sets forth the marketing benefits provided to adidas in consideration of the Promotional Merchandise described in Section 5 of this Agreement.

1. Signage. School shall be responsible for the creation, installation and maintenance costs associate with the signage described in Section 3 of Appendix C of this Agreement, but may receive design or other assistance from adidas, at adidas's discretion.
2. Announcements and Other Advertisements. If the venue where the Teams play their home games has such capability, adidas shall be recognized by the Official Designations in at least two (2) public address announcements during each home game of each Team. Further, adidas shall receive: (i) one (1) full page advertisement in the media guide for the Teams; and (ii) one (1) full page color advertisement in each game program for the Teams. The content of such advertisements shall be mutually agreed upon by the parties in advance.
3. Mailing List. If requested by adidas, School's athletic department shall make four (4) electronic mailings or e-blasts each School Year (one (1) mailing per quarter) on behalf of adidas to the athletics mailing list, with the understanding that the content of such mailings shall be mutually agreed upon by School and adidas.
4. Appearances. Schedule permitting, Head Coaches will make (1) adidas-sponsored appearance per year. Written notice will be provided to Head Coach (30) days in advance. Head Coaches will make (1) adidas-sponsored Online/Social Network appearance per year. Written notice will be provided to Head Coach (14) days in advance. If adidas requires any Head Coach to travel for an appearance, then School shall arrange for flights, lodging, and other travel related accommodations, and adidas shall reimburse School for all travel costs. Under no circumstances shall adidas arrange travel, food, or lodging for or on behalf any School employee, or otherwise pay, reimburse, or otherwise compensate any School employees under this Agreement. Failure to comply with this Section 5 may result in a violation of the Ohio ethics laws.
5. Hospitality, Tickets & Parking Passes. School shall supply adidas with four (4) best available tickets and one (1) parking pass to each Team's regular season home games. Further, School shall supply adidas with three (3) best available ticket books to any exhibition game, neutral site, exempt event and post-regular season tournament in which a Team participates, as well as one (1) parking pass to such game. In addition, School shall provide adidas with the opportunity to purchase additional tickets and parking passes upon request and subject to availability. School shall supply adidas with one (1) pass to each alumni, donor or other similar function at each Team's regular season home games. Further, School shall supply adidas with one (1) All-Access credential to each Team's regular season and post-season games, and shall use best efforts to provide additional credentials when requested by adidas, not to exceed two (2) per game.
6. Use. adidas reserves the right to approve all uses of its logos and name. adidas also reserves the right to change or update its branding during the Term.

APPENDIX C

Other Benefits

This Appendix C sets forth the benefits provided to adidas in consideration of the Incentive Compensation described in Section 6 of this Agreement. All benefits listed in this Appendix C are strictly limited to insubstantial return benefits, including the use of acknowledgement of the adidas name or logo in connection with the activities of the School and the Teams, as described in Treasury Regulations Section 1.513-4(c)(2). For the avoidance of doubt, the benefits described in this Appendix C are not duplicated but shared between BSN SPORTS & adidas. The parties agree to amend this Appendix C as necessary to ensure ongoing compliance with such IRS regulations.

1. Official Outfitter and Provider. During the Term, 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. School shall use its best efforts to refer to adidas as the "Official Outfitter of School Athletics" and the "Official Outfitter" of the Teams, and grants to adidas the exclusive right to such designations (the "Official Designations").
2. Marketing Materials. adidas shall be recognized by the Official Designations on any website, in any publication, and in any advertisements or promotional materials controlled by the Athletic Association that relate to the Teams including, but not limited to posters, calendars, newsletters, and step and repeat backdrops. Without limiting the foregoing, above the fold, University shall place the adidas logo on each Team's home page and a hypertext link from such home page to the adidas website.
3. Signage. adidas shall receive two (2) best available, television view signage at all venues where the Teams play their home games. adidas shall receive a minimum of two (2) logo placements on Basketball Stanchions, and adidas shall receive co-branding opportunities on any student group sectional signage. adidas shall receive logo placements in each Team's locker rooms, practice facility, sports medicine facility, equipment room, strength & conditioning, and in other related locations. School shall be responsible for the creation, installation and maintenance costs associate with such signage, but may receive design or other assistance from adidas, at adidas's discretion.
4. Social Media. School shall positively promote its relationship with adidas, the adidas brand, and the adidas Products in a minimum of four (4) social media posts each School Year, through social media channels controlled by the Department of Athletics. The content of such posts may be provided by adidas, with acceptance and use by School not to be unreasonably delayed or withheld.