

SUPPLIER AGREEMENT

This Supplier Agreement (this “Agreement”) is entered into by and between **BSN SPORTS, LLC**, a Delaware limited liability company (“BSN Sports”), and **MIAMI UNIVERSITY**, on behalf of its Department of Intercollegiate Athletics, a public university established and existing under the laws of the State of Ohio (“School”). This Agreement shall be effective for all purposes as of July 1, 2026 (the “Effective Date”).

WHEREAS, adidas Americas, Inc., an Oregon corporation (“adidas”), designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Sales Program (the “adidas Team Program”);

WHEREAS, the products included in the adidas Team Program include footwear products and non-footwear products (collectively, “adidas Products”);

WHEREAS, adidas and School are parties to a Team Agreement whereby adidas has agreed to support School and its Division 1 athletic teams by 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; and

WHEREAS, BSN Sports is an adidas Team Dealer that wishes to supply adidas Products and other products (collectively, the “Goods”) to School, and School wishes to procure Goods from BSN Sports pursuant to the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BSN Sports and School agree as follows:

1. **Purchase of Goods.**

(a) **Purchase.** BSN Sports shall sell to School Goods pursuant to the terms and subject to the conditions contained in this Agreement. Each purchase order will describe the types, quantities, and prices for the Goods to be delivered, as well as the location. This Agreement shall not be interpreted as an “exclusive” agreement to purchase adidas Products from BSN Sports, provided, however, that BSN Sports will be School’s preferred provider. School expressly reserves the right to purchase adidas Products from other suppliers in accordance with Section 3.

(b) **Benefits.** In consideration of purchasing Goods under this Agreement, BSN Sports shall provide School with the benefits described in **Exhibit A** to this Agreement; provided, however, that BSN may suspend, reduce, or alter such benefits in its sole discretion in the event School drops any ticketed sports programs during the Term.

(c) **Title and Risk of Loss.** Title of Goods passes to School upon delivery of the Goods to School’s Oxford campus, and BSN Sports bears all risk of loss or damage to the Goods until such delivery.

(d) **Inspection of Goods.** School has the right to inspect the Goods within five (5) business days of Goods being delivered. School, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If School rejects any portion of the Goods, School has the right, effective upon written notice to BSN Sports, to reject the Goods and require a refund or replacement of the rejected Goods. If School requires replacement of the Goods, BSN Sports shall, at its expense, promptly replace the nonconforming Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective goods and the delivery of replacement Goods. Any inspection or other action by School hereunder

shall not reduce or otherwise affect BSN Sports's obligations under this Agreement, and School shall have the right to conduct further inspections after BSN Sports has carried out its remedial actions.

(e) Warranty. BSN Sports warrants to School that for the warranty period (if any) expressly stated by BSN Sports for the specific Goods in the applicable product documentation or written warranty, all such Goods will: (i) be free from any defects in workmanship, material, and design; (ii) conform to applicable specifications, designs, samples, and other requirements specified by School; (iii) be fit for their intended purpose and operate as intended; (iv) be merchantable; (v) be free and clear of all liens, security interests, or other encumbrances; and (vi) not infringe or misappropriate any third party's patent or other intellectual property rights. These warranties survive any delivery, inspection, acceptance, or payment of or for the Goods by School. These warranties are cumulative and in addition to any other warranty provided by law or equity.

2. Term; Termination.

(a) Term. This Agreement shall commence as of the Effective Date, and shall continue until June 30, 2031 (the "Term"), unless sooner terminated pursuant to the terms of this Agreement.

(b) Termination for Cause.

- i. Either party may terminate this Agreement, effective upon written notice to the other party, if the defaulting party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the defaulting party does not cure such breach within thirty (30) days after receipt of written notice of such breach.
- ii. If School does not cure such breach within thirty (30) days after receipt of written notice of breach, BSN may elect, in its sole discretion, to suspend or reduce the product allotment available to School rather than terminate in accordance with the following schedule:
 - A. For the first offense, there may be a [REDACTED] reduction in the annual allotment amount under Exhibit A
 - B. For the second offense, there may be a [REDACTED] reduction in the annual allotment amount under Exhibit A.

The decision to apply the reduction in the current contract year or the following contract year is at BSN SPORTS sole discretion.

(c) Termination for Convenience. School, in its sole discretion, may terminate this Agreement at any time without cause, and without liability to BSN Sports, by providing BSN Sports with at least sixty (60) days' prior written notice. Miami will pay for any Goods ordered prior to the effective date of the termination, and BSN will deliver all such products.

(d) 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 School's 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 BSN Sports thirty (30) days written notice.

3. Preferred Supplier. School will use BSN Sports as their preferred supplier for any and all of its athletic apparel including decoration, footwear, and equipment needs; provided, however, nothing in this

Agreement shall be construed as creating an exclusive provider arrangement between University and BSN Sports. It is understood that the school has existing agreements with other manufacturers and School may continue to purchase goods from such manufacturers. However, should BSN SPORTS carry such manufacturer's goods and School choose to purchase those manufacturers' goods through BSN SPORTS, such spend will count towards School's Annual Spending Level.

4. Purchase of BSN Sports & Other Products. School shall notify its D-1 student athletes that My Team Shop, which is operated and owned by BSN Sports, will serve as the online purchasing site for all additional adidas products purchased directly by such athletes, as well as their family and friends. BSN Sports acknowledges and agrees that School cannot guarantee that its D1 student athletes and their family and friends will exclusively use the My Team Shop to purchase BSN Sports products. Each sport will offer a minimum of two (2) My Team Shop opportunities to their D1 student athlete families/fans/alumni per year throughout length of agreement.

5. BSN Sports Marketing Benefits. In consideration of providing School with the benefits described in **Exhibit A** of this Agreement, School shall provide BSN Sports with mutually agreeable qualified sponsorship acknowledgements, signage, and other marketing materials. For avoidance of doubt, nothing under this Agreement shall entitle BSN Sports to any acknowledgement, signage, or other marketing materials that would require School to be subject to Unrelated Business Income Tax (UBIT), and School reserves the right to not approve or remove any acknowledgements, signage, or other marketing materials that might cause sponsorship payments made under this Agreement to be ineligible for treatment as a qualified sponsorship payment under the Internal Revenue Code.

6. Payment Terms. School must be current on all undisputed payment obligations to BSN Sports to be eligible for all Promotional Products, Product Allotments, and rebates. BSN Sports shall invoice School after each delivery of Goods it ships. It is School's strong preference that all amounts due and owing under this Agreement will be paid via School's single use account (SUA) virtual card program (the "Program"), currently offered through J.P. Morgan Chase. If BSN Sports enrolls in the Program, then all payments due under this Agreement will be paid immediately upon School's processing of each invoice submitted by BSN Sports. If BSN Sports does not enroll in the Program, then payment will be made by standard methods (e.g., ACH, etc.) and will be due net-30 days from School's receipt of each invoice.

7. Additional Charges. Decoration charges (including charges for embroidery and screen printing) are extra, and count towards minimum spend and/or rebate tiers under this Agreement.

8. Exclusions. Goods sold through Varsity Spirit will not be included in spending level totals.

9. Freight and Shipping. School is responsible for all freight/shipping charges of up to [REDACTED] on all small parcel shipments via FedEx ground with a minimum freight charge of [REDACTED]. Quoted shipping charges for all LTL, FTL Freight Truck & expedited air shipping when requested by the school, resulting from merchandise purchased and/or received under this Agreement. However, School shall not be responsible for freight/shipping charges in connection with the return of merchandise shipped incorrectly by the fault of BSN Sports. School will adhere to the BSN Sports collegiate ordering calendar to help ensure availability and delivery in a timely manner.

10. Renewal of Agreement. The parties acknowledge that this Agreement is co-terminus with School's Team Agreement with adidas. Approximately one (1) year prior to the expiration of this Agreement, School and BSN will meet and negotiate in good faith the renewal of this Agreement; provided that all of the following conditions are met: (a) School has extended (or intends to extend) its Team Agreement with adidas; (b) BSN is not then in breach of this Agreement; (c) BSN is (and will remain) an authorized adidas Team Dealer during any renewal period; (d) the renewal of this Agreement does not violate School's then-current rules, regulations, and requirements pertaining to the procurement of goods and services (including any competitive bidding requirements, e.g., running an RFP, seeking quotes and bids from third parties,

etc.); or (e) the renewal of this Agreement does not violate any then-current applicable federal or state laws. The parties shall not be obligated to enter into an agreement if they cannot settle on mutually agreeable terms.

11. Return Policy. Except for returns for non-conforming or defective Goods under **Section 1** of this Agreement, BSN Sports must authorize all returns and requires written authorization from BSN Sports. Returns must be postmarked within 30 days of the return authorization issue date; otherwise, the return will not be eligible for credit. Items must be returned in original condition, including all tags, packaging, and accessories (if applicable). Freight charges will only be refunded if the merchandise is nonconforming, defective, or shipped incorrectly. Except for returns involving non-conforming or defective Goods, items will be subject to return freight charges and may also be subject to a restocking fee of up to [REDACTED]. Custom orders may only be returned if the merchandise is non-conforming or defective, or an error was made when making the custom order product. BSN Sports is not responsible for the misuse, customer installation, freight damage, or improper storage. The return authorization number must be included in all correspondence and returns.

12. Force Majeure Event. Neither party shall be liable to the other for any costs or damage (including consequential and liquidated damages), arising out of delay or nonperformance under this Agreement arising, directly or indirectly, out of a Force Majeure Event including, without limitation, strike, work stoppage, fire, earthquake, flood, windstorm, riot, accident, acts of war or terrorism, civil or military disturbances, pandemic, nuclear or natural catastrophes or acts of God, court order or injunction, an order or directive restricting action by a relevant governmental authority, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services, or any other similar event that is beyond the reasonable control of the parties. The parties agree and acknowledge that, in no event, shall additional expenses or other adverse financial conditions be deemed a Force Majeure Event. Upon such Force Majeure Event, the inability to comply with any term of this Agreement shall be excused and either party shall be released from all current and future obligations under the Agreement provided that (i) written notice setting forth in detail the nature of the Force Majeure Event is given by such party to the other party as soon as such party is aware of the Force Majeure Event; and (ii) such party shall use all commercially reasonable efforts to minimize the extent of delay or nonperformance caused by the Force Majeure event. Upon a Force Majeure event, the parties will make a good faith effort to reschedule the event as set forth herein at a mutually agreeable date and time. Any deposits will be applied to the rescheduled event; or will be fully refunded if the event is not rescheduled.

13. Confidentiality. Excluding disclosures required by requests made under the Ohio Public Records Act, made to a party's attorneys, auditors, or other third-party consultants, or made pursuant to a valid subpoena or other order of a court or public office, the terms and conditions of this Agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. In the event School receives a request made under the Ohio Public Records Act or a valid subpoena or other order of a court or public office, School shall, to the extent permitted by law, endeavor to notify BSN Sports of such request, subpoena, or order, and give BSN Sports an opportunity to redact or protect any or all portions of this Agreement prior to disclosure. BSN Sports acknowledges and agrees that School may provide such notice hereunder via email, telephone, or mail to School's customer service or sales representative or other BSN Sports employees responsible for handling School's account. In the event that BSN Sports does not respond to the notice required under this Section within five (5) business days, then School may disclose any and all documents requested under the Ohio Public Records Act, subpoena, and/or other order of a court or public office.

14. Severability. Should any provision of this agreement be found to be invalid, illegal, or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions hereof.

15. Non-waiver. Non-enforcement of any provision of this agreement by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

16. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.

17. Assignments. Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a “Change of Control” means a merger, sale, transfer, or other disposal of all or substantially all of the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.

18. Notices. Any notice or other communication provided under this Agreement will be in writing and will be effective either when delivered personally to the other party, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), or upon overnight delivery service (with confirmation of delivery), addressed to such party at the address set forth herein, or upon electronic delivery by confirmed means.

If to BSN Sports:

BSN Sports, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Todd Northrop

with a copy to:

Varsity Brands, LLC
14460 Varsity Brands Way
Farmers Branch, TX 75244
ATTN: Chief Legal Officer

If to School:

Miami University
230 Millett Hall
Oxford, OH 45056
ATTN: 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

19. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Ohio. All disputes and other controversies arising under or related to this Agreement shall be resolved in the federal and state courts of competent jurisdiction located in the State of Ohio.

20. Entire Agreement; Modification of Agreement. This Agreement (including **Exhibit A**, attached hereto and incorporated herein by this reference) contains the entire agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties regarding such subject matter. This Agreement may not be changed, modified, amended, or supplemented except by express written agreement signed by both parties. No browse-wrap, shrinkwrap, clickwrap, or other non-negotiated terms and conditions provided by BSN Sports or with any of the Goods will constitute a part or amendment of this Agreement or be binding on School. The parties hereby agree that all such additional terms and conditions have no force and effect and are hereby deemed rejected by School.

21. Relationship of the Parties. It is understood and acknowledged that BSN Sports is acting at all times as an independent contractor to School, and not as an employee or agent of School. BSN Sports shall control the conditions, time, details, and means by which BSN Sports performs its obligations hereunder. BSN Sports has no authority to commit, act for or on behalf of School, or to bind School to any obligation

or liability. BSN Sports and its employees shall not be eligible for and shall not receive any employee benefits from School and BSN Sports shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to any amounts earned by BSN Sports under this Agreement.

22. State Law Requirements; BSN Sports Representations, Warranties, and Covenants.

(a) BSN Sports hereby acknowledges that 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. BSN Sports further acknowledges that School is prohibited from entering into any agreement that contains the provisions listed in Ohio R.C. 9.27(B)(1)-(9) (the “Prohibited Provisions”). To the extent that the Agreement contains Prohibited Provisions, pursuant to Ohio R.C. 9.27(C)-(D), BSN Sports hereby agrees that (i) all Prohibited Provisions contained in the Agreement are void ab initio, are hereby deemed deleted in their entirety, and shall not be binding on School; and (ii) the Agreement shall otherwise be enforceable as if it did not contain such Prohibited Provisions. BSN Sports hereby agrees that it will not attempt to enforce any of the Prohibited Provisions against School during or after the Term.

(b) BSN Sports hereby represents, warrants, and covenants (as applicable) to School that (i) BSN Sports is not subject to an “unresolved” finding for recovery under Ohio R.C. 9.24; (ii) BSN Sports does not and will not discriminate 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; (iii) BSN Sports 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 the Agreement as outlined in Ohio R.C. 9.76; (iv) BSN Sports shall comply with, and shall cause all of its employees, contractors, agents, and representatives to comply with, all laws, regulations, and ordinances applicable to BSN Sports’s business operations and performance under the Agreement; (v) BSN Sports shall not provide any services to School under the Agreement outside of the United States of America, and will abide by all requirements of Ohio Executive Order 2019-12D; (vi) BSN Sports has, and throughout the Term will continue to have, the unconditional and irrevocable right, power, and authority, including all permits and licenses required to provide the Goods to School and perform all of its obligations under this Agreement; and (vii) the Goods and other materials provided to School by BSN Sports hereunder will not infringe, misappropriate, or otherwise violate any person’s intellectual property rights, privacy rights, NIL rights, or other similar rights (whether statutory, at common law, or otherwise).

23. Liability. Notwithstanding anything to the contrary in the 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. BSN Sports 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.

24. Trademarks and Logos. Neither party shall advertise or release any public statements that it has contracted with the other party without such other party’s prior written consent. Neither party shall use the other party’s name, logos, trademarks, service marks, trade names, or brand indicia (collectively, “Marks”) for any reason or in any manner, without the other party’s prior written consent. Each party consenting to the use of its Marks hereunder shall remain the sole and exclusive owner of and retain all right, title and interest in and to its Marks and the goodwill associated therewith. Nothing contained in this Agreement shall be construed as conferring upon any party, by implication, operation of law or otherwise, any other rights. Upon the expiration or termination of this Agreement, any use of the other party’s Marks and name shall immediately cease (unless otherwise agreed in writing by the owner of such Marks). If BSN Sports wishes to use School’s Marks, then BSN Sports must contact Emily Kuhn, Brand and Licensing Manager, who may be reached at (513) 529-7596 or kuhne@miamioh.edu.

25. Indemnification. BSN Sports shall indemnify and hold harmless School from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from (a) a claim of bodily injury, death of any person, or damage to real or tangible, personal property resulting from the willful, fraudulent, or negligent acts or omissions of BSN Sports or its employees, subcontractors, representatives, or agents; and (ii) BSN Sports's material breach of any representation, warranty, or obligation of BSN Sports set forth in this Agreement; and (iii) claims that the Goods, or School's receipt or use thereof, infringes any intellectual property right, personal property right (including NIL rights), or privacy right of a third party. Notwithstanding the foregoing, BSN Sports shall have no obligation to indemnify or hold harmless School for any losses, damages, or claims arising out of or resulting from the sole acts or omissions of School, its officers, employees, agents, or representatives. BSN Sports shall not settle any third-party claims without School's prior written consent. BSN Sports acknowledges that Ohio R.C. 3345.15 provides that the Ohio Attorney General has the exclusive right to defend and represent School in legal actions involving School.

26. Insurance. At all times during the Term, BSN Sports shall procure and maintain, at its sole cost and expense, all insurance coverage required by applicable Legal Requirements, and in any event, insurance coverage in the following types and amounts: (i) Commercial General Liability with limits no less than [REDACTED] per occurrence and [REDACTED] in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of BSN Sports under this Agreement; Commercial Automobile Liability with limits no less than [REDACTED] combined single limit for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable. ***School University and its trustees, officers, and employees*** shall be added as an additional insured to the BSN Sports's Commercial General Liability and Commercial Automobile Liability policies. BSN Sports shall provide School with copies of the certificates of insurance and policy endorsements for all insurance coverages required by this section, and shall not do anything to invalidate such insurance. Nothing in this Agreement shall be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring BSN Sports to indemnify and hold School harmless under this Agreement). NOTHING IN THIS AGREEMENT SHALL PRECLUDE MIAMI FROM CLAIMING UNDER ANY INSURANCE PLACED OR PROVIDED PURSUANT TO THE AGREEMENT UP TO THE FULL AMOUNT PAYABLE UNDER SUCH INSURANCE.

SUPPLIER AGREEMENT

Signature Page

This Agreement is made and entered into by and between School and BSN Sports on the dates indicated below, but to effective for all purposes as of the Effective Date.

MIAMI UNIVERSITY:

By:	DocuSigned by: <i>David Creamer</i> F029606BAD8244C...	7/27/2026
	_____	_____
	David Creamer, Senior Vice President for Finance and Business Services	Date

BSN SPORTS, LLC:

By:	Signed by: <i>Mark De Feyter</i> 671B08C7EC4F40F...	7/6/2026 9:36 AM CDT
	_____	_____
	Mark De Feyter, Director – Collegiate Select	Date
By:	Signed by: <i>Todd Northrop</i> D79A96A23AA2419...	7/5/2026 5:32 PM CDT
	_____	_____
	Todd Northrop, SVP – Collegiate Select	Date

EXHIBIT A

SCHOOL BENEFITS

1. **“Premier Pricing”** shall apply to all Goods, including without limitation, footwear, apparel and equipment, purchased by School during the Term:
- [REDACTED] off retail price on all adidas apparel & accessories
 - [REDACTED] off retail price on all adidas footwear
 - [REDACTED] off retail price on all adidas Stock & adiCustom uniforms purchased within the frame specified in the BSN Sports Collegiate Planning Calendar
 - [REDACTED] off retail price on all adidas LOCKER ROOM Apparel
 - [REDACTED] off retail price on all adidas LOCKER ROOM Headwear
 - [REDACTED] off retail price on all adidas licensees such as Agron & Saranac
 - [REDACTED] minimum off catalog price on all BSN Sports proprietary products (as defined below) from BSN Sports catalog (exclusive of closeout and sale items)
 - BSN Sports proprietary products are identified in our catalog with a black star icon next to the product code.
 - [REDACTED] minimum off catalog price on all non-branded products from BSN Sports catalog. BSN Sports catalog non-branded products are products distributed by BSN Sports from a third-party manufacturer such as Wilson, Spalding, Rawlings, etc.
 - All other campus organizations outside of the athletic department working directly with BSN Sports will receive the following BSN Sports discounts listed below. All purchases, regardless of brand or product, from any campus organization will count towards the BSN Sports Product / Apparel Allotment program.
 - [REDACTED] Discount off retail price on all adidas apparel.
 - [REDACTED] Discount off retail price on all adidas footwear.

* *If the footwear, apparel, or equipment has any royalty or licensing fee charged to BSN SPORTS at the direction of School or a third party (i.e., CLC, Affinity, etc.), then the discounts above are subject to change directly proportionate to the royalty or licensing fee charged.

2. **BSN Sports Product / Apparel Allotment:** School shall receive the following in free product allotment pursuant to its purchase of adidas Products along with any and all other Goods under this Agreement (“Product Allotment”). Subject to the terms below, the School will receive a Product Allotment from the catalog(s) provided by BSN Sports and subject to availability at the time of order. Product Allotments are available after the requirements below are met (including, without limitation, the Annual Spending Level with BSN Sports as set forth below) and must be utilized prior to the end of the school year in which the Allotment was earned. A Product Allotment balance does not carry over from school year to school year. School must be current on all payment obligations to BSN Sports to be eligible for the Product Allotment.

<u>Ann</u>	<u>g Level</u>	<u>Allotment Amount</u>
[REDACTED]	[REDACTED]	[REDACTED] in adidas Products or BSN Sports proprietary equipment & apparel at retail catalog price.

- BSN Sports proprietary equipment & apparel is identified in BSN Sports catalog with a black star icon next to the product code.
- [REDACTED] in advance upfront comp for each year of agreement, from above tiered t.
- Product Allotments cannot be returned or exchanged (unless non-conforming or defective).

- Unused Product Allotment amounts, as of 5:00 pm on 6/30 of each year of the agreement, are forfeited. As a result, Product Allotments cannot be carried over from one school year to the next.
 - BSN Sports to provide school monthly sold to report, by sport & department by brand, for tracking of allotment status.
 - School is required to spend a minimum of [REDACTED] total spend with BSN Sports on all Goods. If School does not reach the [REDACTED] annual minimum spend in any contract year, then the following contract year the Product Allotment will be reduced by [REDACTED]
 - At the end of year 5 of the Agreement, if School has not met the [REDACTED] minimum total spend, BSN Sports will invoice School for the difference. For example, only, if School spends [REDACTED] then the invoiced amount would be [REDACTED] off of the [REDACTED] spend deficit at the discounted price listed under the premier pricing section above.
3. **Sponsorship / Red Brick Legacy Sports Collective Incentive:** In association with the execution of this Agreement, BSN Sports will provide the school an annual Sponsorship / Collective based on the following schedule:
- Years 1-7: [REDACTED] in a sponsorship check from BSN Sports
 - School maintain a minimum annual spend level of [REDACTED] to receive this incentive.
 - The payment schedule will be 6/1 of each contract year.
4. **Varsity Brands IMPACT Program - Marketing Package / Campus Branding Signing Bonus:** School shall receive a one-time signing bonus of [REDACTED] of Goods at retail price, which can be applied towards the purchase of promotional products from Varsity Brands IMPACT Campus Branding line of products and those available via Huddlbox, Dreamseats, & Fusion Mannequins (the “**Promotional Products**”). The one-time signing bonus can be broken into smaller increments and used over the Term in School’s sole discretion. All Promotional Products will be co branded: BSN SPORTS, adidas, and School.
5. **BSN Sports Cover the Campus Incentive:** [REDACTED] discount given to all friends, alumni, family, staff and administration on BSNSPORTS.com. Additionally, during a mutually agreed upon 2-day period, BSN Sports will offer school a discounted rate of [REDACTED] off retail price on adidas stock apparel and [REDACTED] off retail price on adidas stock footwear for use by school staff and employees through www.bsnsports.com. These incentives will be offered yearly throughout Term of the Agreement & do not count towards BSN Sports product / apparel allotment program.
6. **BSN Sports Service Promise:** BSN Sports will provide a dedicated sales professional (“BSN Sports Representative”) to conduct monthly on-site visits to School throughout the Term of this Agreement. BSN Sports Representative will be responsible for showing product samples, communicating order deadlines and providing 24-hour response for all questions and concerns.