

MIZUNO USA, INC. – DIAMOND DIVISION
COLLEGE TEAM SPONSORSHIP AGREEMENT

Pursuant to the definitions, terms and conditions set out on this cover page, the attached standard terms and conditions, and the attached schedules (collectively, the “**Agreement**”), Mizuno, Miami University and Coach agree as of the Effective Date to enter into a sponsorship relationship for the Term (all as defined below). The following capitalized definitions are used in the Agreement and shall have the following meanings which are incorporated by reference when used in this Agreement:

DEFINITIONS

“**Coach**” : **Mandy Gardner-Colegate**

“**Effective Date**” : July 1, 2026

“**Mizuno**” : Mizuno USA, Inc.

“**Mizuno Products**” : The Mizuno Diamond Division products checked on **Schedule A** attached hereto and incorporated herein by reference.

“**Sponsorship Equipment**” : The Mizuno Diamond Division products to be provided by Mizuno to Team in the amounts listed on **Schedule B** attached hereto and incorporated herein by reference.

“**Team**” : The University’s varsity Fastpitch Softball team, which includes the Coach, all players and coaches.

“**Term**” : 2 Year(s) from the Effective Date ending June 30, 2028 Unless earlier terminated.

“**University**” : **Miami University**

In consideration of their respective rights and obligations under this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound by this Agreement, Mizuno, Miami University and Coach agree to all of the terms and conditions of this Agreement.

MIZUNO USA, INC. Signed by:
 By: Kojiro Sampei
 Kojiro Sampei
 CFO/CAO
 Date: 6/30/2026

DocuSigned by:
 By: Mark Taylor
 Printed Name: Mark Taylor
 Position: CPO
 Date: 7/1/2026

Duly authorized by Coach:
 By: _____
 Printed Name: Mandy Gardner-Colegate
 Date: _____

INITIALS: KS
 Mizuno
 University
 Coach

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“Mizuno Notice Address”

Attn.: _____

Mizuno USA, Inc.

3155 Northwoods Parkway

Peachtree Corners, Georgia 30071

“University and Coach Notice Address”:

Attn.: _____

Address: _____

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Mizuno KS
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Coach _____

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STANDARD TERMS AND CONDITIONS

1. Team Obligation. The University and Coach warrant and covenant that the Team will use, wear and endorse the Mizuno Products exclusively during the Term, including without limitation, in all games, practices, tournament play, clinics, camps, travel to and from competitions, and all media engagements, including Team photographs. The parties acknowledge and agree that unless included as a Mizuno Product, Team may use non-Mizuno equipment and be sponsored for same by other baseball, softball or athletic equipment manufacturers. Team will neither give approval for nor change any Mizuno Products worn or used by Team to appear to be non-Mizuno Products or change any non-Mizuno Product to appear to be a Mizuno Products. Team and Coach will maintain a high reputation and will not damage the reputation of Mizuno. Team and Coach will adhere to all laws and applicable codes of conduct, including NCAA rules and regulations.
2. University Obligations. University agrees to perform the obligations to Mizuno set forth on the attached Schedule C to the Agreement incorporated herein by reference ("University Obligations").
3. Product Development and Consultation. Consistent with the demands of Coach's schedule, Coach agrees during the Term upon request by Mizuno, to consult with respect to the construction, design, playing features, and other characteristics of Mizuno's equipment as may now or in the future be developed by Mizuno, the results of all such consultation to be owned by and assigned to Mizuno.
4. Promotional Services. Coach and the University hereby grant to Mizuno a license during the Term to the promotional services of Coach in connection with Mizuno, and the promotion, advertisement, marketing and sale of the Mizuno Products. Subject to Section 6 of the Agreement, University and Coach hereby grant a license, but not an obligation, to use any marks and all distinctive or identifying characteristics of the University, Team and Coach, including without limitation the Team and Coach's name, autograph and likeness, on and in connection with the advertising, promotion and sale of the Mizuno Products. The parties agree that Mizuno Corporation may have contributed consideration to Mizuno for the rights granted herein, and that in its sole discretion, Mizuno shall be permitted to grant Mizuno Corporation a sub-license to its rights under this Agreement. If the Coach ceases to be the coach of the Team during the Agreement, the University shall require any new coach to become the successor-in-interest in the Agreement to the Coach.
5. Promotional Appearances. During each year of the Term, Coach shall make one (1) promotional appearance, including but not limited to, clinics, special events, dealer parties, and in-store promotions on behalf of Mizuno. Consistent with Coach's schedule, Coach shall use best efforts to make such promotional appearance before such audiences, on such date and in such location in accordance with the appearance schedule requested by Mizuno. Mizuno agrees to reimburse the University or Coach for all necessary and reasonable expenses incurred by the Coach in connection with such promotional appearances. In addition, Coach agrees to be made available to Mizuno for one-half day during each year of the Term for media purposes.
6. Approval of Advertising. It is understood and agreed that Mizuno will supply the University with samples of all advertisements or promotions used or to be used in connection with this Agreement, and that such samples will be supplied prior to the use thereof insofar as Mizuno can conveniently

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do so; but shall in any event, be supplied as soon thereafter as possible. The Company further agrees that it will prevent the use or further use, as the case may be, of any advertisement or promotion if expressly disapproved by the University. The University agrees that it will not unreasonably disapprove or reject any such advertisements or promotions. If the University does not disapprove any advertisement or promotion submitted to it for approval within fifteen (15) days after the receipt thereof, said material shall be deemed to have been approved. Coach and University must obtain approval from Mizuno prior to using any Mizuno trademarks.

7. No Conflicting Agreements. Coach and University represent, warrant and covenant that neither party has entered into or will enter into any agreements or understandings which would conflict with the rights granted by the University or the Coach to Mizuno pursuant to this Agreement, that they are free to enter into this Agreement, that the persons executing the Agreement have the authority to enter into the Agreement on behalf of the University, Coach and Team, and that the University, Coach and Team shall be bound by the terms herein. The University further represents and warrants that it has no knowledge of any rules, regulations or policies of the University, of any athletic conference or other body to which the University belongs, or of any other organization, which would prohibit or limit the power and right of it to enter into and be bound by the terms of this Agreement.
8. Mizuno Obligation. During each year of the Term, Mizuno shall supply the University, at no charge, with the Sponsorship Equipment, which shall be provided on a mutually agreed on schedule to the address supplied by the University. If applicable, in addition to the consideration supplied by the Sponsorship Equipment, Mizuno shall pay to the University the compensation set forth in Schedule D attached hereto and incorporated by reference (the "University Compensation").
9. Right of Termination by Mizuno and the University.
 - a) In the event of any material breach by the University or Coach of any of the terms or provisions of this Agreement, and such breach is not cured within fifteen (15) days after written notice thereof from Mizuno to the University and Coach, or in the event that Coach's or Team's conduct reasonably shall be deemed by Mizuno to be immoral, criminal, offensive or otherwise of such nature as to bring disrepute to Mizuno as a result of its association with the Coach or the Team, or the Coach ceases to serve as the coach of the Team, Mizuno shall have the right to terminate this Agreement upon ten (10) days prior written notice to the University, such termination to be effective upon the expiration of such notice period, without liability for any further compensation hereunder.
 - b) In the event Mizuno shall fail to provide any of the compensation required to be made by it hereunder or if Mizuno shall otherwise materially breach any of the terms or provisions of this Agreement, and such breach has not been cured within fifteen (15) days after written notice thereof from the University to Mizuno, the University shall have the right to terminate this Agreement upon ten (10) days prior written notice to Mizuno, such termination to be effective upon the expiration of such notice period.
 - c) Following termination of the Agreement, the parties shall have a reasonable period of time to exhaust promotional and advertising materials related to this Agreement.
10. Notices. All statements, notices and mailings of any nature contemplated hereunder shall be sufficient if mailed certified mail, return receipt requested, postage prepaid, addressed to the

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- respective parties at the address set forth on page one of the Agreement, unless a party notifies the other by such notice of a new address which shall be employed for all subsequent mailings.
11. Significance of Headings. Paragraph headings contained herein are solely for the purpose of aiding in speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement.
 12. Entire Agreement. This Agreement embodies the entire agreement between the parties as of the date hereof, and no modifications, amendments or variations therefrom shall be of any effect unless in writing, signed by duly authorized officers of Mizuno and the University, and by the Coach.
 13. No Partnership. This agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the University, Coach and Mizuno.
 14. Bind and Inure. This Agreement shall bind against and inure to the benefit of any successor or assign of Mizuno. The parties hereto expressly agree that in view of the personal services of Coach contemplated pursuant to this Agreement, the University and Coach shall have no right to assign Coach's obligations or covenant hereunder to any third party without the express written approval of duly authorized officer of Mizuno.
 15. Controlling Law, Jurisdiction and Venue. This Agreement shall be deemed to be a contract made under, governed by and construed in accordance with the laws of the State of Ohio.
 16. Construction. Each party acknowledges that it has been represented by counsel or had the opportunity to seek counsel in connection with this Agreement and the matters contemplated hereby. Accordingly, this Agreement shall be construed as if all parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party.
 17. Counterparts/Duplicate Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Alternatively, the parties expressly understand and agree, and each of the parties represents, covenants and warrants that this Agreement may be, for convenience, executed in duplicate originals, each of which contains the entire agreement of the parties and is intended to be and is as valid as its counterpart original.
 18. Force Majeure. Unless otherwise agreed in writing, no party shall be liable for damages, costs, expenses or other consequences incurred by the other or by any other person or entity as a result of delay due to circumstances or events beyond the control of the parties to this Agreement, including, without limitation, act of God, epidemic, pandemic, public health emergency, weather, accident, change in or in the interpretation of any law or regulation, strikes, lockouts or other labor problems, fire or explosion, riot, acts of terrorism, military action or usurped power or actions or failures to act on the part of a governmental authority provided that the non-performing party immediately notifies the other party of such circumstances within thirty (30) days of learning of such circumstances. Any deadlines or obligations that a party fails to meet by reason of any such circumstance or event shall be extended for such period of time as is reasonable in light of such circumstance or event. If any circumstance of non-performance extends for more than ninety (90) days, the performing party may terminate this Agreement.

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MIZUNO USA, INC. – DIAMOND DIVISION
COLLEGE TEAM SPONSORSHIP AGREEMENT

SCHEDULE A – “MIZUNO PRODUCTS”

As used in the Agreement, “Mizuno Products” shall mean the following Mizuno products as checked below:

- ✓ Bats (Wood and Non-wood)
- ✓ Ball Gloves (Custom)
- ✓ Catchers Equipment
- ✓ Batting Helmets
- ✓ Batting Gloves
- ✓ Batter’s Elbow Guard
- ✓ Batter’s Ankle Guard
- ✓ Batter’s Hand Guard
- ✓ Ball Buckets and Totes

SCHEDULE B – “SPONSORSHIP EQUIPMENT”

As used in the Agreement, “Sponsorship Equipment” shall mean:

For each year of the Agreement, Mizuno will provide:

- 35 Aluminum/Composite Bats (replacements as needed)
- Custom Fielding Gloves per player/coach
- 75 pairs Stock Batting Gloves
- 50 Stock batting helmets
- 1 set Catchers Gear per catcher
- Protective Gear as needed (elbow/ankle/hand)
- 50 pairs of practice Women’s softball pants
- 1 Bat Bag per player
- 1 Samurai Catchers Bag per catcher
- 3 Coaches ball buckets

Entire credit must be used on or before (June 30th) of each year of the Agreement or unused portion will be forfeited. Credit cannot be rolled over to future years of the Agreement or combined with any other offer.

Should Team need additional product over and above what is listed, Team can purchase equipment at Mizuno Plus level pricing directly from Mizuno.

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SCHEDULE C – “UNIVERSITY OBLIGATIONS”

As used in the Agreement, University Obligations shall mean:

In return for the compensation provided, Mizuno requests the following:

1. Designation as Official Equipment Sponsor of the Miami University softball team
2. Miami University softball team will agree to exclusively use the products listed above in both practice and competition for the Institution. Coach and her Staff will exclusively use such products provided by Mizuno
3. During the Term of this Agreement, only sponsored Mizuno products provided may appear in any Institution reviewed and authorized photographs, media guides, advertising posters, schedule cards, or any promotional materials which contain the name or likeness of the Coach, Staff, or the Team.
4. Access to players and staff, within reason, throughout the term of the contract for use in future product development and testing
5. Access to set up and promote/sell Mizuno sponsored products during Miami University sponsored softball camps

SCHEDULE D – “UNIVERSITY COMPENSATION and POST SEASON BONUSES”

As used in the Agreement, University Compensation shall mean:

Award Bonuses: Cash

- MAC Regular Season Conference Champion: [REDACTED]

Postseason Bonuses: Cash (non-cumulative) – highest threshold reached is the cash payment
MIZUNO agrees under certain conditions to pay Institution the following:

- a. [REDACTED] if Team plays in the Regionals
- b. [REDACTED] if Team plays in the Super Regionals;
- c. [REDACTED] if Team plays, but does not win the Women's College World Series Championship during the Term (the "Appearance Bonus");
- d. [REDACTED] in lieu of the Appearance Bonus 10(c) above, if Team wins the Championship Series and is declared as the NCAA Women's College World Series Champion during the Term.
- e. Bonus paid on highest level of achievement – not cumulative

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