



**SUPPLEMENT TO
TEAM SPORTS SPONSORSHIP AGREEMENT
STANDARD TERMS**

- A. Coach Name and Address:** **BRIAN SMILEY**
Head Baseball Coach
Miami University (“**University**”)
550 E. Withrow Street
Oxford, OH 45056
- B. Effective Date of Agreement:** 8/1/23
- C. Term:** 8/1/23 – 7/31/26 (3 seasons – 2024, 2025, 2026)
- D. Territory:** Worldwide
- E. Wilson-brand Sponsored Products:** DeMarini/Louisville Slugger bats, Wilson gloves/mitts, EvoShield helmets, EvoShield catcher’s gear, EvoShield/DeMarini/Louisville Slugger equipment bags, EvoShield batting gloves, EvoShield uniforms, Wilson baseballs and ATEC training equipment
- F. Wilson-brand Playing Product:** Sponsored Products. University will cause University’s varsity baseball team, including without limitation, all players and coaches (collectively, “Team”), to exclusively use, the Sponsored Products.
- G. Appearances by Coach:** One (1) per Contract Year
- H. Equipment to be Supplied by Wilson to University:** For each Contract Year, Wilson will provide University with equipment as follows:

University will be offered special “Team 1” pricing (to be provided to University at the start of each Contract Year) on all other Wilson/DeMarini/Louisville Slugger/EvoShield-brand Sponsored Products.

NOTE:

1. Notwithstanding the foregoing, University agrees to purchase a minimum of six (6) DeMarini/Louisville Slugger brand bats from Wilson per Contract Year.
2. The maximum amount of bat returns honored by Wilson in each Contract Year shall be limited to the number of bats purchased by or given to University in its initial order in such Contract Year. Wilson will only replace a bat if it is in the Term of this Agreement (i.e. if the Term is 2022-2024, a bat from 2020 is not eligible to be replaced under this Agreement).

OTHER SPONSORED PRODUCTS:

Initial orders must include all major Sponsored Product lines (bats, helmets, catcher’s gear, batting gloves, gloves/mitts, etc.). In order to ensure delivery of products prior to the start of Coach’s playing season, all orders must be submitted to Wilson on or before November 15 of the year prior to the start of Coach’s playing season.

Such equipment shall not be resold.

- I. Right of First Negotiation and First Refusal (See Section III):** Not Applicable

J. Other Supplemental Provisions to the Standard Terms:

1. Subject to any contrary terms and conditions contained in this Agreement, University shall display on any Team website or social media exclusively the Wilson and DeMarini/Louisville Slugger and EvoShield products and logos where appropriate, including in all Team images, videos, and content featuring Sponsored Products. For the avoidance of doubt, University shall not display any non-Wilson and DeMarini/Louisville Slugger and EvoShield products on any Team website or social media unless otherwise permitted under this Agreement.

2. Coach agrees to arrange a mutually acceptable time and date(s) for a Wilson Sales Representative to conduct a "Glove Day", "Bat Day", and/or "EvoShield Day" (collectively, "University Days") at University. University agrees to (a) supply Wilson with images and videos taken from such University Days for Wilson's promotion of such University Days, and (b) promote University Days in its reasonable discretion (including on applicable social media platforms). In the event that University promotes University Days on its social media, then University shall tag the appropriate Brand tags (such tags to be provided by Wilson to University).

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4. To the extent that University maintains social media accounts (i.e., Facebook, Twitter, Instagram) for Team, then University agrees to publish (tweeting or posting and tagging) at least twelve acknowledgements of Team's use of the Sponsored Products via any such social media account per Contract Year during Team's season. The twelve acknowledgements shall, to the extent that Coach and Team uses such products, include: four (4) posts regarding Wilson products, four (4) posts regarding DeMarini/Louisville Slugger products, and four (4) posts regarding EvoShield Products. All posts on University social media shall tag the appropriate Brand tags (such tags to be provided by Wilson to University).

5. If Coach voluntarily or involuntarily leaves Coach's position as Team's head coach during the Term, Wilson shall have the option to terminate this Agreement by providing Coach with written notice of termination within one hundred and twenty (120) days after the date of Coach's separation from University. In the event Wilson does not exercise its right to terminate this Agreement as set forth above, then this Agreement shall remain with full force and effect. If Coach voluntarily or involuntarily leaves Coach's position as Team's head coach during the Term, University shall have the option to terminate this Agreement by providing Wilson with written notice of termination within one hundred and twenty (120) days after the date of Coach's separation from University. In the event University does not exercise its right to terminate this Agreement as set forth above, then this Agreement shall remain with full force and effect.

6. All purchased goods must be made through an authorized Wilson account/distributor/dealer.

L. Signatures: This Agreement between Wilson Sporting Goods Co. and Miami University consists of the following incorporated parts – the Standard Terms, and this Supplement.

SIGNATURE PAGE FOLLOWS

**SUPPLEMENT TO
TEAM SPORTS SPONSORSHIP AGREEMENT
STANDARD TERMS**

Signature Page

WILSON SPORTING GOODS CO.:

Signature: Scott Weber

Name: Scott Weber

Title: Manager, Baseball Promotions

Date: 9/6/2023

MIAMI UNIVERSITY:

Signature:  _____
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Name: Mark Taylor

Title: Chief Procurement Officer

Date: 9/6/2023

TEAM SPORTS SPONSORSHIP AGREEMENT
STANDARD TERMS

All capitalized terms not defined in these Standard Terms are defined in the applicable Supplement into which these terms are incorporated.

I SPONSORED PRODUCTS -- USE AND APPEARANCES. During the Term of this Agreement, University agrees to use exclusively in the Territory the Sponsored Products of Wilson Sporting Goods Co. ("Wilson") in all University and Team play, public appearances, or on University/Team social media and/or webpages. Coach shall ensure that the Team exclusively uses the Sponsored Products in order to avoid dilution of this Agreement. University and Coach also agrees not to purposely omit, obscure, or deface any of the customary Wilson tradenames or logos on any Sponsored Products under any circumstances; provided, however, that University may spat, tape, or otherwise hide any Wilson logos, trademarks, or similar brand indicia (a) after the expiration or earlier termination of this Agreement and (b) to protect the health or safety of members of the Team.

During the Term hereof, and subject to Section XV of these Standard Terms, Wilson and/or its parent company, shall have the right to use for advertising and publicity purposes the fact that University exclusively uses Wilson brand Sponsored Products. Such advertising and publicity uses may include, corporate publications and reports issued by Wilson and/or its parent company, print advertisements (including posters), caps, packaging, promotional copy, sales aids, "hang tags", head cards, catalogs (which may be utilized and distributed by Wilson in its normal course of business following the expiration of the Term), websites, social media outlets (including, without limitation Wilson's Facebook, Twitter, or YouTube pages) and/or similar materials which reference or depict such use of the Sponsored Products.

Coach shall make the number of Appearances per Contract Year as specified in the Supplement. The Appearances will be on dates and at sites selected by Wilson, but acceptable to Coach. The failure of Coach to make the required number of Appearances, if such failure is due solely to Wilson's failure to request such number of Appearances at mutually agreeable times and places, shall not be deemed to be a breach of this Agreement by Coach. Wilson will reimburse University for all reasonable and documented travel and accommodation expenses of Coach incurred in making mutually agreeable Appearances.

II TERM. The Term of this Agreement is stated in the Supplement. Unless otherwise specified in the Supplement, Contract Year means the 12-month period commencing upon the initial day of the Term of this Agreement, and immediately subsequent 12-month periods thereafter in the event this Agreement has a Term of greater than one year or is extended or renewed.

III INTENTIONALLY DELETED.

IV. INTENTIONALLY DELETED.

V. TERMINATION. University agrees that Wilson shall have the right to terminate this Agreement upon immediate written notice to University in the event that: (a) Coach has engaged in conduct resulting in a conviction of a crime involving moral turpitude, or Coach is charged with a crime involving use or possession of controlled substances or suspended for use a performance enhancing drug, or it is otherwise found that Coach has engaged in conduct which insults or offends community or moral standards and (in any of such cases) the event reduces the benefits bargained for by Wilson under this Agreement; or (b) Coach dies or is permanently disabled from playing or coaching (as the case may be) professionally; or (c) Coach ceases to be a member of a collegiate or professional team; or (d) Coach fails to exclusively use the Wilson brand Sponsored Product, to the extent required under Section I hereof; or (e) Coach breaches any other material term of this Agreement and fails to cure such breach within 30 days after receiving written notice from Wilson specifying the event of breach.

Wilson agrees that University shall have the right to terminate this Agreement upon immediate written notice to Wilson in the event that: (a) Wilson is adjudicated as insolvent, declares bankruptcy, or fails to continue its business of selling Sponsored Products; or (b) Wilson breaches any other material term of this Agreement and fails to cure such breach within 30 days after receiving written notice from University specifying the event of breach; or (c) a member of Wilson's senior management team has engaged in conduct resulting in a conviction of a crime involving moral turpitude, or such senior manager is charged with a crime involving use or possession of controlled substances, or it is otherwise found that such senior manager has engaged in conduct which insults or offends community or moral standards and (in any of such cases) the event reduces the benefits bargained for by University under this Agreement; or (d) Coach dies or is permanently disabled from

playing or coaching (as the case may be) professionally; or (e) Coach ceases to be a member of a collegiate or professional team; or (e) Coach dies or is permanently disabled from playing or coaching (as the case may be) professionally.

Upon the expiration or termination of this Agreement or any extension or renewal thereof, all other obligations hereunder shall cease, except that for a period of 180 days after termination, Wilson may continue to sell and dispose of Sponsored Products and related packaging and promotional materials utilizing the rights granted herein, which Wilson has at the time of termination in inventory, or in work-in-process (provided that Wilson may continue to distribute its entire stock of catalogs printed prior to termination).

VI INTENTIONALLY DELETED.

VII NO CONFLICTING AGREEMENTS. University warrants and represents that University does not have, and during the Term will not have, any commitments, contracts or relationships with any entity or person regarding Sponsored Products.

VIII INTENTIONALLY DELETED.

IX INTENTIONALLY DELETED.

X FORCE MAJEURE. Without limiting the terms of the last paragraph of Section I above, in the event (i) either party is unable to deliver any rights or benefits under this Agreement or (ii) any of Coach's scheduled regular or post season games are cancelled or suspended, as a result of any actual or potential war (declared or undeclared), terrorist acts (or credible threat thereof), government rule or regulation, labor disturbance, medical epidemic, pandemic or other public health crisis, national emergency, civil disorder, disaster or act of God (each, a "Force Majeure Event"), such party's failure to perform or the cancellation or suspension of such games shall not constitute a breach of a party's obligations hereunder, and all other rights and obligations of the parties shall continue. When such Force Majeure Event has ceased, the parties shall confer with each other in good faith with respect to an equitable adjustment to the parties' rights, benefits, payments and/or obligations hereunder as a result of such Force Majeure Event.

XI PUBLIC RECORDS. Wilson hereby acknowledges that University is a public university that is subject to the Ohio Public Records Act (Ohio R.C. 149.43 et seq.), and that University is obligated to promptly produce certain of its records when requested by the public. Nothing in this Agreement shall prevent University from fully complying with the Ohio Public Records Act. Wilson hereby authorizes University to disclose copies of this Agreement to any person making a request under the Ohio Public Records Act so long as University first provides Wilson proper notice.

XII COMPLIANCE WITH MIAMI POLICIES. If Wilson or any of its employees, agents, or volunteers conducts business on or is otherwise using University property, then Wilson shall comply with (and shall cause all such employees, agents, and volunteers to comply with) all rules and regulations of University, including, without limitation, Alcohol and University Property; Motor Vehicles; Motor Vehicles Permits; Minors on Campus; Parking; COVID-19; Weapons; Law and Order; Unmanned Aircraft System (Drones and Model Aircraft); Policy Prohibiting Harassment and Discrimination; Building and Grounds; Responsible Use of University Computing Resources at Miami University; Illegal or Unauthorized Use of University Computing Resources; Smoke-and-Tobacco-Free Environment; and Drug-Free Workplace. Copies of all of Miami's policies can be accessed at the following website: <http://blogs.miamioh.edu/miamipolicies/>.

XIII REPRESENTATIONS, WARRANTIES, AND COVENANTS. Wilson represents, warrants, and covenants (as applicable) to University that: (a) Wilson's products provided under this Agreement shall conform to all published product specifications; (b) all Wilson products provided to University will be new, fit, and sufficient for the purpose for which they are intended, and will be of good materials, design, and workmanship; (c) Wilson has the full legal right and authority to enter into and fully perform this Agreement in accordance with its terms; (d) all equipment, goods, and other materials provided to University by Wilson hereunder will not infringe, misappropriate, or otherwise violate any person's intellectual property rights, privacy rights, or other similar rights (whether statutory, at common law, or otherwise); (e) Wilson shall comply with all laws, regulations, and ordinances applicable to its business operations and performance under this Agreement; (f) Wilson 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; (g) Wilson is not subject to an "unresolved" finding for recovery under Ohio R.C. 9.24; (h) Wilson 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; and (i) Wilson 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.

XIV. GOVERNING LAW; FORUM SELECTION; SOVEREIGN IMMUNITY. This Agreement, and all related documents, including all exhibits and attachments to any of the foregoing documents, and all disputes and other matters

arising out of or relating to this Agreement, whether sounding in contract, tort, statute, or otherwise, shall be (a) governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any jurisdiction's conflict of laws provisions; and (b) subject to the sole and exclusive jurisdiction of the state and federal courts of competent jurisdiction located in the State of Ohio. The parties agree that the foregoing forum selections have been concluded as a result of arms-length negotiations and are not overly onerous or burdensome to either party. The parties agree that nothing in this Agreement shall be construed as a waiver of the sovereign immunity of University and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

XV. 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 Wilson wishes to use University's Marks, then Wilson must contact Emily Kuhn, Brand and Licensing Manager, who may be reached at (513) 528-7596 or kuhne@miamioh.edu.

XVI. ENTIRE AGREEMENT. This Agreement, including any materials incorporated into this Agreement, constitutes the sole and entire agreement between the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

XVII. GOVERNMENT PROVISIONS. Wilson hereby acknowledges and agrees that University, as a public university, cannot agree to certain contract terms. Accordingly, Wilson specifically agrees that no unconstitutional or unlawful terms and conditions shall apply to this Agreement, including, without limitation, the prohibited terms and conditions contained in Ohio R.C. 9.27(B).

XVIII. RELATIONSHIP OF THE PARTIES. University and Wilson enter into this Agreement in the capacity as independent contractors, and neither party is an employee or agent of the other party. Neither party has the authority to commit, act for or on behalf of the other party, or to bind the other party to any obligation or liability. For avoidance of doubt, Coach is not an employee or agent of Wilson, and Coach shall not be eligible for and shall not receive any employee benefits from Wilson. No Wilson employees shall be an employee or agent of University, and no Wilson employees shall be eligible for or receive any employee benefits from University.

XIX. NOTICE. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "notice") shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving Party from time to time in accordance with this paragraph). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid); facsimile or email (with confirmation of transmission); or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this paragraph. Notices shall be sent to Wilson at: 130 E. Randolph Street, Suite 600, Chicago, Illinois 60601, Attn: General Manager, Team Sports Division. A copy shall also be sent to Wilson's General Counsel at the same address. Notices shall be sent to Coach at the address shown in the Supplement. A copy shall be sent to Miami's Office of General Counsel at: 501 East High Street, 215 Roubush Hall, Oxford, OH 45056, generalcounsel@miamioh.edu.

XX. SEVERABILITY; AMENDMENTS; WAIVER. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. 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.

XXI. ASSIGNMENT; SUCCESSORS AND ASSIGNS. Neither party shall assign, transfer, delegate, or subcontract (whether by contract, operation of law, or otherwise) any of its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or delegation in violation of this paragraph shall be

null and void.

XXII. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.