

## 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, 2021 and ends on June 30, 2026.

### RECITALS

- A. School fields athletic teams and programs in Men's Baseball, Basketball, Football, Track and Field, Swimming and Diving, Golf and Hockey (off-ice footwear and apparel) and Women's Basketball, Softball, Field Hockey, Track and Field, Volleyball, Tennis, Swimming and Diving, Cheerleading and Synchronized Skating (each, a "Team") and retains and supports the coaches, staff and student athletes in connection therewith (collectively, the "Team Participants").
- B. adidas designs, manufactures, distributes, and sells athletic footwear, apparel and related accessories and equipment through its Team Direct Sales Program (the "adidas Team Program"), the terms and conditions of sale are updated periodically in the adidas Team Sales Catalog. 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 its athletic teams and programs by, as more specifically described in this Agreement, supplying adidas Products to School under the adidas Team Program.
- C. School wishes to acquire 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 directly from adidas for Team Participants' use in accordance with the adidas Team Program ( [REDACTED] ) and adidas Golf Program ( [REDACTED] ). "Footwear Products" means all footwear for Team Participants for all Team events, including competition, practices, training, coaching, travel, recruiting and media engagements.
- 1.2. Non-Footwear Products. During the Term, School agrees to purchase, directly from adidas, Non-Footwear Products for Team Participants' use in accordance with the adidas Team Program ( [REDACTED] ) for Team Participants' use in each case for all Team events. "Non-Footwear Products" means all apparel, uniforms (including custom uniforms), accessories, equipment (including travel bags, headwear, socks, wristbands, gloves, watches, eyewear, hard goods, and

inflatables) included in the adidas Team Program, but excluding Footwear Products.

- 1.3. 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. **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.**
- 1.4. Orders. School will provide written purchase orders to adidas ("Orders") from time to time. An Order is not considered accepted by adidas until the adidas Products are shipped or until adidas sends an acknowledgement.
- 1.5. Shipping. All Orders, including those of adidas' licensees, are FOB adidas (FOB shipping point for all domestic shipments and FOB port for direct shipments). School assumes all risk of loss upon delivery of Products to School or School's representation at the FOB point. In the event of any conflict between this Section of the Agreement and any Order, invoice, or other communication between adidas and School now existing or hereafter entered into, the terms of this Agreement shall prevail.
- 1.6. Licensee Pricing. School understands and acknowledges that adidas contracts with certain licensed partners ("Licensees") to provide products that adidas does not manufacture itself. For products ordered through Licensees, School shall order products based on pricing discounts determined by Licensees directly.

## 2. **Exclusive Use.**

- 2.1. Athletic Activities. School shall ensure that all Team Participants wear adidas Products exclusively during the Term when acting in their official capacities as a Team Participant in activities where athletic or athleisure footwear and/or attire is appropriate, including, but not limited to practices and games, sports camps, on and off campus recruiting, speaking engagements, donor visits, being filmed on motion picture or video tape, and posing for photographs. 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. adidas further acknowledges 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 manufactured by or 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 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. Exceptions to this Section 2 require written approval by adidas.

### 3. **License.**

3.1. 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. Subject to Section 3.2 of this Agreement, 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, 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 on-line 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.

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, Rawlings Sporting Goods Company, and Baden Sports (“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. **Promotional Merchandise.**

4.1. Merchandise Provided if Purchase Minimums Met. During the Term, adidas will provide School with merchandise listed in Section 4.2 below, during each School Year (defined as July 1 through June 30) of the Term, contingent upon School

achieving and maintaining minimum annual purchase volumes of [REDACTED] (at wholesale), which includes custom uniform purchases directly through the adidas Team Program. If School fails to comply with any annual minimum purchase volume requirements, School will pay adidas cash compensation equivalent to each such purchase shortfall.

4.2. Promotional Merchandise for Each School Year. For each School Year, during the Term, adidas shall provide School [REDACTED] in Promotional Merchandise (at MSRP), 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.

4.3. “Promotional Merchandise” means promotional merchandise orders from the adidas Team Sales Catalog. Any Promotional Merchandise allotments exclude any product provided by third party vendors or licensees including Agron, Saranac, HFS, and any other vendors or licensees authorized by adidas. Unused Promotional Merchandise amounts, as of 5:00 PM EST June 30, are forfeited by School. As a result, Promotional Merchandise cannot be carried from one School Year to the next. Incentives earned in a School Year will be awarded in that School Year (i.e., the School Year that the incentive is reached) unless there is a threshold met on or after May 1 of a School Year, in which case the School has 60 days to use the purchase incentive.

4.4. Discretionary Reductions. School acknowledges and understands that Promotional Merchandise amounts are calculated based on the School continuing certain Team programming. If School reduces the number of Teams or if the School’s conference affiliation changes, then adidas may reduce Promotional Merchandise allotments based on a mutual negotiation.

5. **Incentive Compensation.**

5.1. Bonuses. adidas shall provide School the following bonus amounts in any School Year if School achieves the applicable goals during such School Year.

| <u>Goal</u>                                  | <u>Bonus (at MSRP)</u> |
|--|------------------------|
| NCAA Team Appearances (excluding Basketball) | [REDACTED]             |
| Football Bowl Bonus                          | [REDACTED]             |
| Men’s and Women’s Basketball NCAA Tournament | [REDACTED]             |

6. **Marketing Benefits.** 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 will refer to adidas as the “Official Outfitter of School Athletics” as well as the “Official Outfitter” of the Teams.

- **Athletic Collateral Materials**

- adidas shall receive two (2) best available, television view signage at all venues where the Teams play home games.
- adidas shall receive a minimum of 4 minutes of LED, video Boards, LED ribbons and rotational boards in venues where the Teams play home games.
- adidas logo to be reasonably placed in the following items (where applicable): Team Media Guides, Game Day Programs, Team Posters, Schedule Cards, Camps, and Coaches' Clinics (in print or electronic media).
- The option to include a flyer/brochure provided by adidas and approved by School, into the School season ticket holder mailings free of charge.
- adidas logo placement in mutually agreed upon sports related publications and game day programs.
- Allow adidas to include up to two (2) direct mail inserts for Athletics per year. adidas to provide copy and content, to be approved by School. adidas to pay for cost of flyer.
- School will send up to four (4) email blasts per School Year on behalf of adidas, using copy and content provided by adidas and approved by School.
- Athletic Website: School shall place adidas logo and hyperlink on School Athletics website home page.
- Public Address Announcements
  - Up to two (2) PA Announcements (where applicable) during each athletic home games listing adidas as the official supplier/outfitter of School Athletics. Verbiage to be mutually agreed upon between the parties each season.
  - (2) Video Board Announcements (where applicable) during each athletic home game listing adidas as the official supplier/outfitter of School Athletics.
- **Social Media:** School will provide up to four (4) social media blasts per School Year on behalf of adidas, using content provided by adidas and approved by School.
- **Stadium Signage:**
  - Football Facility:
    - Up to one (1) adidas corporate logo sign within football stadium:
    - A mutually agreed upon number of goal post donuts
  - Basketball
    - Up to one (1) lighted courtside sign
    - A mutually agreed upon number of goal post pad
  - Soccer Complex:
    - Mutually agreed upon signage where appropriate
  - Baseball Complex:
    - Mutually agreed upon outfield wall / premium location
- **Season Tickets**
  - Men's and Women's Basketball Season Tickets – (4) tickets and (2) parking passes free of charge

- NCAA Basketball Tournament: Offered up to (4) game tickets (per session) – upon request – free of charge
- Ice Hockey Season tickets – two (2) tickets and two (2) parking passes
- Football Season Tickets – offered up to four (4) season ticket packages / and (2) parking passes – free of charge
- Football Bowl Game: Offered up to four (4) bowl game tickets – free of charge, upon request.
- Baseball: adidas offered up to (4) post-season/CWS game tickets (per session) – upon request.

7. **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; and (ii) has the due and proper authority to enter into and perform its obligations under this Agreement.

8. **Term and Termination.**

- 8.1. Term. This Agreement shall remain in effect from July 1, 2021 and until June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement (the “Term”).
- 8.2. 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 the breach of Section 2 constitutes a material breach of this Agreement.
- 8.3. Termination by adidas. adidas may, in its sole discretion, reduce the amount of Promotional Merchandise described in Section 4 by 50% or terminate this Agreement if (a) one or more coaches, Teams or players 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 coaches, Teams, or players engage in conduct that reflects poorly on adidas or that harms adidas’ reputation in any way.
- 8.4. 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 and 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.

- 8.5. 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 8.5, adidas may, in its sole discretion, cease, pause, reduce, or otherwise adjust its obligations relating to Promotional Merchandise under Section 4 of this Agreement.
- 8.6. Right of Suspension or Reduction. If adidas reasonably believes that School has breached any material term of this Agreement, and if School fails to cure such material breach within ten (10) business days following receipt of written notice of such material breach from adidas, then adidas may, in its sole discretion, but only during the time that such material breach is on-going, suspend or reduce payments of incentive compensation and/or reduce the dollar amount of adidas Products available to School under Section 4 according to the following schedule:

For the first offense, there will be a 25% reduction in the amount of Promotional Merchandise. The second offense will incur a 50% reduction in the amount of Promotional Merchandise or termination of the Agreement. The third offense will incur a 100% reduction in the amount of Promotional Merchandise or termination of the Agreement, at adidas' sole discretion. Any reductions in the amount of Promotional Merchandise will be deducted in the following School Year unless the breach occurs in the final year of this Agreement, in which case the deduction will occur in the current School Year or in the first renewal year. The decision to apply the deduction in the current School Year or the first renewal year rests entirely with adidas.

- 8.7. 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 shall survive the expiration or termination of this Agreement.

## **9. Rights of First Dealing and First Refusal.**

- 9.1. First Dealing. Between July 1, 2025 and December 31, 2025, 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 First Dealing Period, 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").

- 9.2. First Refusal. Between January 1, 2026 and March 1, 2026 (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 the Third Party Terms it receives for any Third Party Deal 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.

#### 10. **School Approvals.**

- 10.1. School Approval. If School utilizes a third-party licensing agent or if School utilizes a licensing department within the School administration, School agrees and acknowledges that any approvals given by the School's Chief Marketing Officer or Director of Brand Management & Strategy shall be sufficient for approving text or copy under this Agreement.
- 10.2. Notice. adidas shall provide School with items for approval. School shall approve or disapprove within five (5) business days. If School does not provide approval or disapproval with the allotted time, then this shall be deemed approval and adidas may proceed with its obligations under this Agreement.

#### 11. **Covenants of Parties.**

- 11.1. 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 anything to the contrary in this Agreement, School may disclose this Agreement upon receipt of a public records request. Further, 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. 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.



- 11.2. 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.
- 11.3. 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.
- 11.4. Responsibility. adidas acknowledges that School is a state assisted institution of higher education established and existing under the laws of the State of Ohio, whose liability only can be determined in the Ohio Court of Claims pursuant to Ohio Revised Code Section 2743.02. To the extent permitted by law, School shall be responsible for claims, injuries, liabilities, and damages arising from the negligent actions or conduct of its officers, staff, and employees. The parties agree that nothing in this provision shall be construed as a waiver of the sovereign immunity of School and/or the State of Ohio beyond the waiver provided in Ohio Revised Code Section 2743.02.
- 11.5. Limitation of Liability. NEITHER PARTY WILL IN ANY 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 THE OTHER PARTY, OR CLAIMS OF THIRD PARTIES. EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OR PURCHASE 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.
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.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Director, U.S. Team Sports

If to School:

Miami University  
230 Millett Hall  
Oxford, OH 45056  
David Sayler- Athletic Director

With a copy to:

adidas America, Inc.  
5055 N. Greeley Ave.  
Portland, OR 97217  
Attn: Legal Dept.

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 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 courts of competent jurisdiction located in the State of Ohio. adidas hereby acknowledges and agrees that (i) School will not be required to resolve any claims, actions, lawsuits, or other similar disputes using mediation, arbitration, or any other form of alternative dispute resolution; and (ii) School shall not be required to pay adidas's court costs, attorneys' fees, or other expenses related to any claims, actions, lawsuits, or other similar disputes.
- 13.3. 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.
- 13.4. Assignment. Neither party may assign, sell or transfer this Agreement or any of its rights, interests or obligations under this Agreement without the other party's prior written consent.
- 13.5. 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*.
- 13.6. 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.

- 13.7. 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.
- 13.8. Entire Agreement. This Agreement, together with any exhibits, schedules or attachments, the Terms and Conditions of the adidas Team Sales catalog in place at the time of each Order, the account or credit application completed in connection with execution of this Agreement, 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. The order of precedence for resolving a conflict between terms and conditions contained in this Agreement shall be as follows: (i) this Agreement, (ii) the Terms and Conditions of the adidas Team Sales catalog in place at the time of an Order, and (iii) the account or credit application. Upon the effective date of this Agreement, all previous understandings or agreements between the parties related to the subject matter herein shall have no further force and effect.
- 13.9. Commitment to Compliance. adidas and School have high standards of compliance, as set out in adidas's Fair Play Code of Conduct (available at [www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/](http://www.adidas-group.com/en/investors/corporate-governance/code-of-conduct/) or upon request from [fairplay@adidas.com](mailto:fairplay@adidas.com)) and in School's Policy Prohibiting Harassment and Discrimination and policies regarding its 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 (available at <http://blogs.miamioh.edu/miamipolicies/>). Accordingly, adidas and School confirm and agree that: (i) they have implemented measures to comply with all applicable laws and/or regulations in connection with this Agreement; and (ii) in the event either party learns of any actions by either party or any individuals affiliated with either party that, in its reasonable discretion, that party determines may constitute a violation or breach of any applicable laws and/or regulations, the party shall both disclose such actions to the other party and take reasonably practicable steps to cease, remedy, and/or mitigate them.
- 13.10. Force Majeure. No party shall be liable or responsible to the other party, including for obligations under Section 4 of this Agreement, 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; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) regional or global epidemics, pandemics, quarantines, and other similar health threats (whether caused or related to COVID-19 or otherwise); 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; Waiver. 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. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of School and/or the State of Ohio beyond the waiver provided in Ohio Revised Code 2743.02.

*[Signature Page Follows]*

**TEAM AGREEMENT**

*\*Signature Page\**

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.**

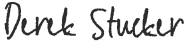
**MIAMI UNIVERSITY**

DocuSigned by:  
  
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Name: Chris McGuire  
Title: Sr. Director, Sports Marketing



Name: David Creamer  
Title: SVP for Finance and Business Services

DocuSigned by:  
 23.02.2021  
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Name: Derek Stucker  
Title: Director NCAA