



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

- A. **Endorser Name and Address:** **TOD BROWN**
Head Baseball Coach
University of New Mexico (“University”)
MSC04 2640
1 University of New Mexico
Albuquerque, NM 87131
- B. **Effective Date of Agreement:** 8/1/21
- C. **Term:** 8/1/21 – 7/31/24 (3 seasons – 2022, 2023, 2024)
- D. **Territory:** Worldwide
- E. **Wilson-brand Endorsed Products:** DeMarini bats, Wilson gloves/mitts, Wilson/EvoShield catcher’s gear, Wilson/DeMarini/EvoShield helmets, DeMarini/EvoShield batting gloves, Wilson/DeMarini/EvoShield equipment bags.
- F. **Wilson-brand Playing Product:** Endorsed Products. Endorser will exclusively use and endorse, and cause University’s varsity baseball team, including without limitation, all players and coaches (collectively, “Team”), to exclusively use, the Endorsed Products to the extent permitted by league/conference.
- G. **Appearances:** One (1) per Contract Year
- H. **Equipment to be Supplied by Wilson to Endorser:** For each Contract Year, Wilson will provide Endorser with equipment as follows:

At no charge to Endorser:

- Twelve (12) DeMarini performance bats
- Five (5) Wilson A2000 fielding gloves/mitts
- Two (2) sets of catcher’s gear (helmet/mask, leg guards, chest protector)
- Ten (10) batting helmets
- Twenty-four (24) batting gloves (pairs)
- Ten (10) individual player bags (backpacks and/or duffles)
- Three (3) team gear travel bags

DEMARINI BATS:

1. 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 Endorser in its initial order in such Contract Year.

OTHER ENDORSED PRODUCTS:

Endorser will be offered special “team pricing” (determined by Wilson in its sole discretion each Contract Year) on all other Wilson/DeMarini/EvoShield-brand Endorsed Products.

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

Such equipment shall not be resold.

I. *Right of First Negotiation and First Refusal (See Section III):* Applicable

J. *Other Supplemental Provisions to the Standard Terms:*

1. Upon request by Wilson, Endorser shall cause University to make available and grant Wilson the right to use University's NCAA-compliant images of the Team using the Endorsed Products for use in any and all Wilson advertising and publicity materials in any and all media now known or hereafter developed.
2. Endorser shall cause University to display the Wilson and DeMarini logo with a link to the Wilson and DeMarini websites on any and all Team websites.
3. Endorser shall grant Wilson title sponsorship of one (1) mutually agreed upon event held by Endorser per Contract Year. Such events include, but are not limited to clinics, tournaments, camps or other mutually agreed upon events.
4. Endorser agrees to arrange a mutually acceptable time for a Wilson Sales Representative to conduct a "Glove Day" at University.
5. Endorser shall University to grant Wilson the right to use Team's Official Game field at least once per Contract Year for mutually agreeable uses, including, but not limited to photo shoots, product tests, or sales presentations. Use of Team's field by Wilson will be for a mutually agreeable length of time, but not less than four (4) hours, on a mutually agreeable date.
6. Wilson will be allowed access to players attending Team or coach sponsored camps and clinics for product development and testing purposes as mutually agreed by the parties.
7. Wilson will be allowed access to Team's coaches and players when possible to work together on product research and development in accordance with conference rules and regulations.
8. Endorser will prominently display signage or banners to the extent provided by Wilson onsite at all Team functions where permitted.
9. Endorser agrees to be a Wilson Advisory Staff member and assist product development.
10. To the extent that University maintains social media accounts (i.e., Facebook, Twitter, Instagram) for Team, then Endorser agrees to cause University to publish (like, tag, tweet, hashtag) at least one acknowledgement of Team's exclusive use of the Endorsed Products via any such social media account per week during Team's season.
11. The term "Endorser" as used in the Standard Terms shall refer to either University and/or the individual employed by University during the term of this Agreement to act as Team's head coach, as applicable. Notwithstanding the foregoing, if Tod Brown voluntarily or involuntarily leaves his position as Team's head coach during the Term, Wilson shall have the option to terminate this Agreement by providing Tod Brown with written notice of termination within one hundred and twenty (120) days after the date of his separation from University. In the event Wilson does not exercise its right to terminate this Agreement as set forth above, this Agreement shall remain with full force and effect, all obligations owed by Wilson to Endorser hereunder shall be owed exclusively to Tod Brown and Wilson shall owe no obligations to University under this Agreement.
12. Endorser is responsible for providing adequate number of bats for a game and will not rely on returned damaged bats to be expedited by Wilson to ensure an appropriate number of bats for a given game.
13. All purchased goods must be made through an authorized Wilson account/distributor/dealer.

14. Endorser agrees to keep the terms of this Agreement strictly confidential except to the extent disclosure is required pursuant to local state open records laws.

K. Signatures: This Agreement between Wilson Sporting Goods Co. and Endorser consists of the following incorporated parts – the Standard Terms, the Performance Bonus Schedule and this Supplement.

WILSON SPORTING GOODS CO.

By: Scott Weber

Title: Manager, Baseball Promotions

Date: 9/23/2021

ENDORSER

By: Tod Brown
TOD BROWN

~~Social Security No:~~ _____

Date: 9/23/21

(If Endorser is a Corporation)

~~Personal Guaranty:~~ _____

~~Printed Name of Guarantor:~~ _____

**PERFORMANCE BONUS SCHEDULE FOR
Tod Brown – Head Baseball Coach – University of New Mexico
(based on the performance of the University of New Mexico’s varsity baseball team)**

<u>ACCOMPLISHMENT</u>	<u>BONUS</u>
NCAA Regional Team Winner	\$2,500
NCAA Super Regional Team Winner	\$5,000
NCAA College World Series Best of 3 Championship Series Team Participant*	\$15,000
NCAA College World Series Champion*	\$30,000

*These awards shall be non-cumulative. Endorser shall only be eligible for one of these awards per Contract Year.

**TEAM SPORTS
ENDORSEMENT 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. ENDORSED PRODUCTS -- ENDORSEMENT, USE, ADVERTISING AND APPEARANCES. During the Term of this Agreement, Endorser agrees to endorse exclusively in the Territory the Endorsed Products of Wilson Sporting Goods Co. ("Wilson"). Endorser agrees to use and endorse exclusively the Wilson Playing Products in all professional and personal play, public appearances, media, advertising, and any website operated by or for Endorser. Endorser agrees to use exclusively and endorse exclusively the Wilson Playing Products (or, digital/virtual renderings of such Wilson products) in all digital and virtual appearances, including without limitation, in any digital or electronic games. If Endorser is a coach or university, Endorser agrees to make any arrangements, as necessary or advisable or compensatory, to ensure that all athletes and coaches on Endorser's team also exclusively use and endorse the Endorsed Products under this Agreement, in order to avoid dilution of the exclusive endorsement value for which Wilson has committed to pay under this Agreement. Endorser also agrees not to purposefully omit, obscure, or deface, or allow any other person or entity to purposefully omit, obscure, or deface any of the customary Wilson tradenames or logos on any Playing Product or Endorsed Product whether in media, advertising, or otherwise. Wilson shall supply Endorser with a reasonable amount of Endorsed Products for Endorser's personal use, as set forth in the Supplement.

In addition, Endorser agrees to use other non-endorsed Wilson product when playing with sporting goods equipment (if Wilson makes such products) unless Endorser has a contractual obligation to play with equipment made by another manufacturer.

During the Term hereof, Wilson and/or its parent company, shall have the right to use for advertising and publicity purposes the fact that Endorser exclusively endorses and uses exclusively Wilson brand Endorsed 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 Endorser's exclusive use and endorsement of the Endorsed Products and may include, without limitation, Endorser's name, image, likeness authentic signature and/or logos. Such advertising uses shall not mean that products related to such advertising are "Signature Products". "Signature Products" are defined in Section II (below).

Endorser 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 Endorser. The failure of Endorser 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 Endorser. Wilson will reimburse Endorser for all reasonable and documented travel and accommodation expenses of Endorser incurred in making mutually agreeable Appearances.

In the event that injury causes Endorser to miss more than one-half of Endorser's scheduled playing season, then the compensation due under this Agreement shall be reduced by 50%. In the event that (i) a players or organizational strike or other labor dispute or (ii) a Force Majeure Event (as defined below) results in the cancellation or suspension of Endorser's normal regular season or post season, then the compensation and equipment due Endorser hereunder shall be reduced in proportion to the games cancelled or suspended as a result of to such an event.

II. SIGNATURE PRODUCTS -- PRODUCT AND ADVERTISING RIGHTS; ROYALTIES. **This Section II shall apply only if the Supplement enumerates one or more Signature Products in the space provided.** Signature Products shall mean only those Endorsed Products which are permanently identified, on the product itself, by way of stamping, decaling or imprinting, with the name, facsimile or authentic signature, initials and/or portrait of Endorser, and/or any nickname or any combination of the foregoing or any symbol that may become popularly associated with the name, likeness and/or initials of Endorser. Endorsed Products marketed by Wilson with Endorser on removable, detachable, or disposable media, such as hangtags, headcards, packaging or other point-of-purchase materials, shall not be deemed to be Signature Products. Endorser hereby grants to Wilson for the Term of this Agreement the exclusive worldwide right and license to manufacture (or to have manufactured), sell, advertise, distribute and in all other ways to deal in the Signature Products. Wilson's advertising rights for Endorsed Products shall extend as well to Signature Products.

Wilson shall pay Endorser the Percentage Royalty on Net Sales of Signature Products. Wilson shall not be obligated to manufacture or sell any specific number of Signature Products. Net Sales means the aggregate invoice price of all sales of Signature Products by Wilson, successors to Wilson, any corporations or other entities controlled by Wilson and licensees of Wilson, less freight, sales taxes, rebates to consumers or the trade, returns, discounts and allowances. Sales shall be deemed to take place at time of shipment by Wilson. No products shall be subject to royalty on account of an intracompany sale. Unless otherwise expressly indicated in the Supplement, the Guaranteed Minimum Compensation shall be credited against Percentage Royalties due. Therefore, for each Contract Year, Wilson shall pay Endorser within 30 days after the end of the Contract Year the greater of: the Percentage Royalty on Net Sales of Signature Products, or the Guaranteed Minimum Compensation, as discussed below.

III. 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. If Endorser receives an offer to endorse products which are competitive with the Endorsed Products within 90 days before or after the termination of this Agreement, then Wilson shall have the right to match such other offer. If Wilson matches the other offer, then the parties shall execute appropriate documentation containing the matched terms. If the Supplement indicates a renewal option right for Wilson, then Wilson shall have the option to renew this Agreement on the same terms and conditions expressed herein for the period of time indicated, upon notice furnished to Endorser prior to the expiration of this Agreement.

IV. GUARANTEED MINIMUM COMPENSATION AND EQUIPMENT SUPPLY. Provided Endorser satisfies the provisions of Section I, Wilson agrees to pay Endorser a Guaranteed Minimum Compensation for performance hereunder in the amount stated in the Supplement. The Guaranteed Minimum Compensation for each Contract Year shall be payable in one (1) installment, -annually in arrears, unless otherwise specified in the Supplement. Wilson shall furnish to Endorser, at no charge, the equipment (if any) indicated in the Supplement. Wilson shall have right to make or have made equipment to be supplied to Endorser bearing Endorser's name/logos, if any. Equipment to be supplied by Wilson to Endorser, if any, shall be as stated in the Supplement and must be ordered by Endorser from Wilson (or its designee) prior to the end of the then applicable Contract Year, unless otherwise stated in the Supplement (i.e. unordered merchandise will not roll-over to the following Contract Year). Such equipment shall be for Endorser's personal use, unless otherwise indicated in the Supplement, and shall in no event be resold by Endorser.

V. PERFORMANCE BONUS COMPENSATION. This Section shall apply only if the Supplement provides for the incorporation of a Performance Bonus Schedule. Provided Endorser satisfies the provisions of Section I, Wilson agrees to pay Performance Bonus compensation to Endorser based upon Endorser's performance as set forth in the attached Performance Bonus Schedule. The terms of the Performance Bonus Schedule are incorporated into this Agreement. Earned Performance Bonuses are payable 60 days after the end of the Contract Year in which such bonus(es) are earned.

VI. TERMINATION. Endorser agrees that Wilson shall have the right to terminate this Agreement upon immediate written notice to Endorser in the event that: (a) Endorser has engaged in conduct resulting in a conviction of a crime involving moral turpitude, or Endorser 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 Endorser has engaged in conduct which insults or offends community or moral standards and (in any of such cases) the event reduces the endorsement benefits bargained for by Wilson under this Agreement; or (b) Endorser dies or is permanently disabled from playing or coaching (as the case may be) professionally; or (c) Endorser ceases to be a member of a major league roster, if a player, or a collegiate or professional team, if a coach; or (d) Endorser fails to endorse exclusively and use exclusively the Wilson Playing Product, to the extent required under Section I hereof; or (e) Endorser 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. In the event of such termination, any Guaranteed Minimum Compensation for the Contract Year of termination shall be prorated based upon the number of days during the Contract Year the Agreement was in effect, and any Performance Bonuses earned prior to the effective date of termination shall be paid to Endorser.

Wilson agrees that Endorser 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 Endorsed Products; or (b) Wilson fails to make timely payment of any sums due Endorser under this Agreement and fails to cure such breach within 15 days after receiving written notice from Endorser specifying the event of non-payment; or (c) Wilson breaches any other material term of this Agreement and fails to cure such breach within 30 days after receiving written notice from Endorser specifying the event of breach.

Upon the expiration or termination of this Agreement or any extension or renewal thereof, all other obligations hereunder shall cease, except that: (1) Wilson shall remain liable to pay any sums of money still due Endorser in accordance with the terms herein provided, (2) for a period of 180 days after termination, Wilson may continue to sell and dispose of Endorsed Products and/or Signature Products and related packaging and promotional materials utilizing the endorsement 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), and (3) Wilson may advertise the fact the Endorser was a member of the Wilson endorsement staff for the period of the Term of this Agreement.

VII. DEVELOPMENT OF INTELLECTUAL PROPERTY. With respect to trademarks, trade names or service marks which relate to or include any reference to Endorser and the Endorsed or Signature Products, and which do not directly relate to or include any reference to Wilson or its existing or proposed trademarks, trade names or service marks, Endorser agrees to take reasonable steps, at the request of Wilson and at Wilson's expense, to obtain registrations of such trademarks, trade names or service marks. It is agreed that such registrations will be in the name of Endorser, and upon the granting of such registrations, Endorser agrees to grant to Wilson a royalty-free license to use such trademarks, trade names, or service marks, which license shall be coterminous and co-extensive with the terms and conditions of this Agreement. Any work product or other input provided by Endorser to Wilson in relation to the Endorsed Products or otherwise generated by the parties under this Agreement including but not limited to, any product ideas, improvements, customizations, comments, suggestions, feedback, or reviews, shall be the exclusive property of Wilson, intended to be for the sole benefit of Wilson, and "specifically ordered or commissioned work" and "work-made-for-hire" under the United States Copyright Act. To the extent that any such item does not so qualify as a "specifically ordered or commissioned work" and a "work-made-for-hire" under the United States Copyright Act, Endorser irrevocably assigns and transfers to Wilson all of Endorser's right, title and interest (including all intellectual property rights) therein, and any associated rights of renewal and all reversionary interests thereof, in and to such an item.

VIII. NO CONFLICTING AGREEMENTS. Endorser hereby represents that Endorser does not have, and during the Term will not have, any commitments, contracts or relationships with any entity or person which is in conflict with the

terms, conditions, and understandings contained in this Agreement or which will be breached by execution, delivery or performance of this Agreement by Endorser.

IX. MISCELLANEOUS -- APPROVALS, AGENCY DESIGNATION, INDEMNITY, NO EMPLOYMENT/AGENCY RELATIONSHIP, ENTIRE AGREEMENT, NO WAIVER, GOVERNING LAW, MEDIATION, NOTICES, AND CONFIDENTIALITY. (a) Wilson shall, upon Endorser's request, furnish for Endorser's approval, copies/samples of all advertising, packaging, other promotional material utilizing Endorser's endorsement, as well as Signature Products, to Endorser for approval, which shall not be unreasonably withheld or delayed. Such items shall be deemed approved if not reasonably disapproved by Endorser within 10 days after receipt; (b) Endorser may agree to delegate requested approvals and other decisions hereunder to Endorser's designated agent, after which designation Wilson shall deal directly with the agent until notified otherwise in writing by Endorser; (c) Wilson agrees to protect, indemnify and save Endorser harmless from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including attorneys' fees, arising out of, or in any way connected with any claim or action for personal injury or otherwise, involving advertising or promotional materials utilizing the Endorser's endorsement, or defects in the Endorsed Products, provided Endorser has not negligently caused the injury in question and provided Endorser notifies Wilson in writing of the existence of any such claims, suits or actions within 20 days of notice thereof to Endorser, further provided that Endorser unconditionally tenders the entire defense of said claim, suit or action to Wilson, which shall have sole authority to retain counsel subject to the approval of Endorser, which approval shall not unreasonably be withheld, to settle, litigate or otherwise proceed in whatever manner Wilson may determine in its discretion; (d) Nothing herein shall be construed so as to constitute Endorser as an employee or agent of Wilson for any purpose whatsoever; (e) This Agreement constitutes the entire understanding and agreement between Wilson and Endorser and cannot be altered or modified except by an agreement in writing signed by both parties. All prior negotiations, understandings and agreements, whether oral or written, are null and void; (f) The failure of Wilson or Endorser at any time to demand strict performance by the other of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of said terms, covenants and conditions; (g) It is the mutual desire and understanding of the parties that the rights and obligations created hereby shall be construed in accordance with the law of the State of New Mexico and this Agreement shall be deemed to have been executed in New Mexico; (h) The parties shall attempt to resolve all disputes arising under this Agreement by submitting themselves, prior to the filing of any court documents, to a face-to-face non-binding mediation process held in Abq., New Mexico; (i) All notices required hereunder or made pursuant to this Agreement shall be delivered to the following addresses via certified or registered mail, express mail or electronic transmission. Notices shall be deemed received within 3 business days after mailing by certified or registered mail, or upon evidence of actual receipt after mailing by express mail services. Notices shall be sent to Wilson at: 130 E. Randolph Street, Suite 600, Chicago, Illinois 60601, Attn: General Manager, Baseball Division. A copy shall also be sent to Wilson's General Counsel at the same address. Notices shall be sent to Endorser at the address shown in the Supplement; (j) Endorser agrees to keep all terms of this Agreement strictly confidential unless required by law; (k) The parties agree that a printed version of an electronic copy of the fully executed Agreement (including but not limited to printed versions of PDF file formats, JPEG file formats, and TIFF file formats) shall be satisfactory evidence of the contract for enforcement or evidentiary purposes. Neither party shall require the other to have the original signed copy if a party instead has elected to maintain its records in an electronic form.

X. CORPORATE/UNIVERSITY STATUS OF ENDORSEMENT RELATIONSHIP. If Endorser has formed a corporation and the corporation representing Endorser's endorsement interests is the contracting party to this Agreement, then all references to Endorser herein shall be deemed to be references to Endorser's corporation; provided that, where the provision requires the personal services of Endorser which cannot be provided by the corporation, Endorser shall remain responsible for the performance of such services. Endorser agrees to execute the Supplement and, by virtue of such execution, guarantees with Endorser's services the performance of the corporation's obligations under this Agreement. If Endorser is employed by a university, and the university or its representative trustees, regents, board, etc. is the contracting party on behalf of the Endorser, then all references to Endorser herein shall be deemed to be references to Endorser's university or the university's representative body; provided that, the contracting party shall use best efforts to cause the Endorser to furnish to Wilson the services which support this contract.

XI. FORCE MAJEURE. Without limiting the terms of 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 Endorser'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.