

## TEAM USA – PARIS 2024 ATHLETE LICENSING OPPORTUNITY PROGRAM

### **Description:**

In collaboration with Team USA, United States Olympic & Paralympic Properties, LLC (“USOPP”) is creating a comprehensive licensed product program for AMP athletes who are trying out for, or who make, the 2024 Paris Olympic and Paralympic Team. The program is intended to allow athletes to engage with their local community and fans as well as capitalize on their name, image, and likeness in conjunction with Team USA marks and logos. Athletes who sign this Agreement (an “Athlete”), hereby acknowledge and agree to all of the terms and conditions in this Agreement, and hereby grant to USOPP the Rights (defined below), including without limitation the right to use and authorize the use of their Athlete NIL (defined below) in connection with select products outlined below in “Product Types & Distribution Channels” (collectively, “Products”) for the Paris 2024 Athlete Licensing Program (the “Program”). “Athlete NIL” means the Athlete’s name, nickname, image, likeness, voice, live or recorded performance, photograph, signature (or facsimile thereof), biographical information, any and all trademarks, service marks, trade names, domain names, rights of publicity, copyrights, designs, or other intellectual property owned by or on behalf of Athlete. Please note that by signing this Agreement, you acknowledge that your Athlete NIL will not necessarily be used to create product in any or all Product types listed below and that USOPP has no obligation to use your Athlete NIL at all. Athletes who make the 2024 Olympic and Paralympic Teams may have the opportunity to autograph officially created and licensed Team USA memorabilia that will be auctioned live during the 2024 Olympic and Paralympic Games.

### **Product Types & Distribution Channels:** The Rights shall apply to the following Products:

1. Team USA Unbranded Apparel - Unbranded apparel (Fanatics logo and branding will not be featured on product exterior, but will be featured in the interior neck label) utilizing the Athlete’s name, Team USA marks and logos, and/or Athlete’s sport. Product will be sold exclusively on Team USA E-Commerce Platform which is hosted by Fanatics.
  - Royalties: Athletes will receive 10% of the net wholesale value for each shirt sold that recognizably uses Athlete NIL. Example Model: If short sleeve shirts sell at retail for \$30 with a net wholesale value of \$15 dollars, then Athlete will receive \$1.50 in royalties for each such shirt sold.
2. Memorabilia - Unbranded memorabilia products (such as signed posters or canvases) featuring Team USA/USOPC marks and logos, and/or the American flag. Select apparel from Ceremonies Outfits, Competition Gear, and Podium Outfits. Note: Athlete may need to sign to authenticate these items. Such products will be sold exclusively on Team USA E-Commerce Platform which is hosted by Fanatics.
  - Such product may include official Team USA outfits from 2024 Paris Olympic and Paralympic Games. For these such products, Athlete hereby understands and agrees that these products may contain company logos (for example, Nike if Nike created the applicable piece of official Team USA outfit) in conjunction with Athlete NIL.
  - Royalties: Athletes will share a 25% net retail royalty of the sale of each item being auctioned that recognizably uses Athlete NIL, with all Athletes featured on product receiving equal shares. Example Model: US Olympic Curling Team canvas has 11 athlete signatures and the canvas auctions and retail sells for net retail of \$800. Collectively the team would receive \$200 split between each of the 11 Athletes who would receive \$18.18 individually. For items featuring only 1 Athlete, the Athlete will receive 25% of the net retail royalty from the sale of the item being auctioned.

3. Posters – Unsigned non-memorabilia posters utilizing images from the Olympic and/or Paralympic Games and USOPP-approved imagery that recognizably uses Athlete NIL. Product will be sold through USOPP-approved licensee, third-party, and USOPP-provided distribution channels.
  - Royalties: Athletes will receive 6% on the net wholesale value of each poster sold that recognizably uses Athlete NIL and/or 5% on the net retail value on each posters sold direct to consumer that recognizably uses Athlete NIL.
4. Pennants – Pennants utilizing the Athlete’s name along with any other Athlete NIL, Team USA marks and logos, and/or reference to Athlete’s sport. Product will be sold exclusively on Team USA E-Commerce Platform which is hosted by Fanatics.
  - Royalties: Athlete will receive 7.5% of the net wholesale value of each product sold that recognizably uses Athlete NIL.
5. Bobbleheads – Bobbleheads utilizing Athlete NIL, Team USA marks and logos, and/or Athlete’s sport. Product will be sold through licensee’s approved channels and on Team USA E-Commerce Platform which is hosted by Fanatics.
  - Royalties: Athlete will receive 10% of the net wholesale value of each product sold that recognizably uses Athlete NIL.
6. Trading Cards – TOPPS may select Athlete to feature his or her Athlete NIL on one or more physical and digital trading cards (including without limitation on-demand (e.g., Topps NOW) trading cards and non-fungible token (“NFT”) trading cards; physical and digital sticker albums and stickers based on the aforementioned digital trading cards; physical and digital trading card games; and physical and digital sticker albums and stickers not based on trading cards. Product will be sold through USOPP-approved licensee, third-party, and USOPP-provided distribution channels.
  - Athlete will be notified that they have been selected prior to product being made and distributed. If TOPPS uses Athlete NIL in connection with any of the exploitations in the immediately preceding subparagraph, the applicable Athlete will be paid the one-time, all-in amount of \$500.00 through AMP, on the next date set forth in “Payment Schedule” below after the product has been made and distributed.
  - In addition, if Athlete NIL is utilized for a Topps NOW trading card, the applicable Athlete will receive 50% of the net wholesale value of each Topps NOW product sold.
7. Photography – For licensees who create the Products referenced above, Athlete grants permission of use of their image licensed by Getty Images, from the Paris 2024 Olympic and Paralympic Games, as well as past Olympic and Paralympic Games utilizing the Athlete NIL, to such licensees, for Products and commercial use of the licensees’ Products being sold utilizing Athlete NIL. All other uses by licensees for products not listed in this Agreement or not contemplated by this Agreement require additional consent from the Athlete.

*Note: None of the above items will prevent Athlete from pursuing a deal on their own in the categories outlined above, subject to Additional Term 5 below. The use of any Team USA marks or intellectual property rights are subject to the prior written approval of the USOPP/USOPC. Any usage of Athlete’s name or sport on the Products shall be the name or sport as listed on the Athlete’s AMP account.*

**Brands and Marks:**

Team USA, US Flag 5-Rings (USOPC Olympic Emblem), US Flag Agitos (USOPC Paralympic Emblem), Athlete NIL.

**Payment Schedule:**

All royalties are expected to be paid via AMP on or around the following dates:

- May 1, 2024
- August 1, 2024
- November 1, 2024
- February 1, 2025
- May 1, 2025

*Note: A \$0 payment may appear for Athlete during the payout dates listed above. A \$0 payment indicates that no product was sold for that royalty payment period. All product for the 2024 program will be removed from sales channels no later than 90 days after the sell off period which will commence on January 1, 2025.*

**Additional Terms:**

1. These Additional Terms, together with the AMP Platform Individual Marketing Use Terms of Use and Conditions, and the above Description, Product Types & Distribution Channels, Brand and Marks, and Payment Schedule, shall constitute the entire agreement (“Agreement”) between USOPP and the Athlete with respect to the subject matter hereto. In the event of a conflict between the AMP Platform Individual Marketing Use Terms of Use and Conditions and any other term of this Agreement, the other term shall apply.
2. For good and value consideration, the receipt and sufficiency of which is hereby acknowledged, Athlete irrevocably grants to USOPP, its licensees, designees, successors and assigns, during the Term (defined below), the non-exclusive right and license to use the Athlete NIL throughout the world in connection with the (a) distribution, marketing, advertising, promotion and sale of the Products, and the (b) design, development, creation, manufacture, and reproduction of the Products (collectively, “Rights”).
3. Athlete understands that by signing this Agreement, Athlete has bound themselves contractually to this Agreement, and waives the ability to approve his or her Athlete NIL for the above-listed Product Types & Distribution Channels. Athlete understands that Athlete is hereby allowing USOPP to use and approve his or her Athlete NIL on his or her behalf. For avoidance of doubt, this provision expressly overrides the 48-hour approval period noted in the AMP Platform Individual Marketing Use Terms of Use and Conditions.
4. The Term of this Agreement shall commence on the date that Athlete signs this Agreement and shall continue until the end of the sell off period (i.e., April 1, 2025). USOPP may terminate this Agreement at its convenience, with or without cause, upon fifteen (15) days’ prior written notice to Athlete. Neither the expiration nor termination of this Agreement shall terminate the obligations and rights of the parties pursuant to provisions of the Agreement which by their terms are intended to survive or be perpetual or irrevocable.
5. Athlete represents, warrants and covenants that its execution of this Agreement does not and will not conflict with any other contract or commitment to which Athlete is a party. In the event that any such conflict or restriction arises, Athlete shall immediately notify USOPP.
6. Nothing in this Agreement shall be construed as giving Athlete the right to advertise or publicize its affiliation or relationship with USOPP or Team USA in connection with the

Program, without the prior written consent of USOPP, which may be withheld at USOPP's sole discretion.

7. Athlete acknowledges and agrees that it shall have no right of recovery of any kind against the USOPC, Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("LA28"), the International Olympic Committee ("IOC"), the International Paralympic Committee ("IPC"), or any affiliate, director, officer, employee, consultant or independent contractor of the USOPC, LA28, the IOC, or the IPC (other than USOPP), under the Agreement, and that its sole and exclusive recourse or remedy for any claims, demands, actions, suits or other proceedings under the Agreement shall be against the assets of USOPP only. Each of the USOPC, LA28, the IOC, and the IPC shall be a third party beneficiary of this section with full rights of enforcement thereof.
8. In furtherance of the foregoing releases, Athlete hereby waives all rights under Section 1542 of the Civil Code of California. That section reads as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."
9. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without reference to its conflict of laws rules. Any dispute involving breach or alleged breach of this Agreement, including the interpretation or invalidity of any of its terms, shall be resolved by binding arbitration before a neutral arbitrator in accordance with this Agreement and the then-current American Arbitration Association Commercial Arbitration Rules (the "AAA Rules"), except that either party, without prejudice to such procedures, may seek preliminary injunctive or other provisional judicial relief if such party determines, in its sole discretion, that such action is necessary to avoid irreparable damage or to preserve the status quo, provided that the parties will continue to participate in good faith in the procedures specified in the AAA Rules. The seat of the arbitration shall be Los Angeles, California. The arbitrator has the authority to grant motions dispositive of all or any part of any claims or counterclaims. The arbitrator shall decide the issues submitted as arbitrator at law only and shall base any award, including any interim awards, on the terms of this Agreement and the laws of the State of California. The arbitrator may award any relief recognized by California law, which could be awarded by any Federal or District Court, including any injunctive relief. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party in arbitration. Notwithstanding the foregoing, unless otherwise ordered by the arbitrator, the fees and expenses of the arbitrator shall be borne equally by the parties. Any judgment or award rendered by the arbitrator shall be final and binding and enforceable in any court of competent jurisdiction.

For questions please contact [Licensing@teamusa2028.org](mailto:Licensing@teamusa2028.org)

**Agreed and Accepted:**

**ATHLETE**

**Agreed and Accepted:**

**USOPP**

\_\_\_\_\_  
Please sign above  
Name (please print): \_\_\_\_\_  
Date Signed by Athlete: \_\_\_\_\_

\_\_\_\_\_  
Please sign above  
Name: Kathryn Carter  
Title: Chief Executive Officer

**FOR ATHLETES OF MINORITY AGE:**

This is to certify that I, as the parent or guardian with legal responsibility for this minor, do consent and agree to this Agreement, to the fullest extent permitted by law.

\_\_\_\_\_  
Parent/Guardian – Please sign above  
Parent/Guardian Name (please print): \_\_\_\_\_