

LICENSING AND ENDORSEMENT AGREEMENT

THIS LICENSING AND ENDORSEMENT AGREEMENT (“**Agreement**”) is made and entered effective as of [●] (the “**Effective Date**”) by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, represented herein by its duly authorized representative the Vice President for Intercollegiate Athletics of the University of Louisiana at Lafayette, acting herein on behalf of the University of Louisiana at Lafayette, a Louisiana institution of higher learning (the “**University**”), which is currently a member institution of Sun Belt Conference (the “**SBC**”), and [●], an individual (“**Student Athlete**”). The University and Student Athlete are hereinafter referred to individually as a “**Party**,” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Student Athlete, who is currently enrolled as a student at the University and eligible under Applicable Rules and Laws (as defined herein) to participate in the University’s athletic program, is a highly skilled collegiate athlete whose endorsement has commercial value;

WHEREAS, subject to and without limiting or reducing any of the Specified Settlement Rights and Agreements (as defined herein), Student Athlete is the exclusive owner of all right, title and interest in, to and under: (i) Student Athlete’s name, image, likeness, caricature, nicknames, pseudonyms, voice, live or recorded performances, photographs, videos, audio recordings, signatures, quotations, biographical data or information and any other personal characteristics or physical or vocal likenesses of Student Athlete; (ii) any and all trademarks, service marks, trade names, trade dress, domain names and uniform resource locators, rights of publicity, copyrights, designs, moral and economic rights or any other or equivalent intellectual property rights owned by or on behalf of Student Athlete relating to, based on or derived from any of the foregoing; and (iii) any and all other materials or indicia of origin relating to or identifying Student Athlete or any of the foregoing (collectively, clauses (i) through (iii), “**NIL Rights**”); and

WHEREAS, the University desires to obtain the right to use the NIL Rights of Student Athlete and to have Student Athlete provide certain marketing, advertising, publicizing, promotion and endorsement services in connection therewith, and Student Athlete desires to grant such right and to provide such services, in each case, on and subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual representations, warranties, promises, covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Defined Terms. When used in this Agreement, unless the context otherwise requires, the following terms shall have the meanings:

(a) **“Affiliate”** means, with respect to any entity or individual, any other entity or individual, which, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such entity or individual. For the purposes of this definition, **“control”** means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract or otherwise, and the terms **“controlled”** and **“controlling”** have meanings correlative thereto.

(b) **“Applicable Rules and Laws”** means all applicable NCAA Rules, SBC Rules, University Rules, and federal and state laws and regulations.

(c) **“Business Day”** means any day other than Saturday or Sunday on which banks are open for business in the city and state in which the University (as defined herein) is located.

(d) **“Confidential Information”** means confidential, proprietary or non-public information of or relating to the University, the SBC, the NCAA, any of their respective Affiliates or Third Party Partners or any of their respective Sublicensees(each, a “Disclosing Party”), including, without limitation, (i) trade secrets, technology or information relating to any of their businesses, products or services and (ii) all confidential, proprietary or non-public aspects of the Services (as defined herein), in each case, whether oral or written and in any form or medium.

(e) **“Content”** means audio, audio-visual, visual and written works, and other works of authorship in any tangible medium of expression, including without limitation all forms of sound recordings, video recordings, photographs, images, blogs, vlogs, chyrons and print, in any and all media whether now known or hereafter devised that are created in connection with the Services rendered under this Agreement.

(f) **“Enrollment End Date”** means the date on which Student Athlete ceases to be enrolled as a student at the University.

(g) **“NCAA”** means the National Collegiate Athletic Association.

(h) **“NCAA Rules”** means any and all rules, regulations, policies, procedures, and directives of the NCAA, as they may exist from time to time.

(i) **“NIL Rights”** has the meaning ascribed to it in the Recitals.

(j) **“Other Permitted Sports Activities”** means Student Athlete’s participation in any Olympic or national team program or any other competition in which Student Athlete is entitled to participate under Applicable Rules and Laws.

(k) **“SBC Rules”** means any and all rules, bylaws, regulations, policies, procedures and directives of the SBC, as they may exist from time to time.

(l) “**Services**” has the meaning ascribed to it in Section 3.

(m) “**Sublicensee**” has the meaning ascribed to it in Section 6.

(n) “**Third Party Beneficiary**” has the meaning ascribed to it in Section 32.

(o) “**Third Party Partner**” means, with respect to any entity or individual, any other entity or individual, not a Party to this Agreement and not an Affiliate, with whom such entity or individual has a business or contractual relationship.

(p) “**University Rules**” means any and all rules, regulations, policies, procedures and directives of the University, as they may exist from time to time.

2. **Term.** The term of this Agreement (the “**Term**”) shall commence on the Effective Date and continue for a period of one (1) year, unless terminated earlier in accordance with the terms outlined herein. This Agreement may only be renewed in writing and signed by the Student Athlete and the duly authorized representative of University.

3. **Services.** Subject to the terms and conditions of this Agreement, the University hereby engages Student Athlete to provide, and Student Athlete hereby agrees to provide in a reasonable manner, such services as are reasonably requested by the University during the Term in connection with the marketing, advertising, publicizing, promotion and endorsement of the University, its athletic programs and events, and its Affiliates and Third Party Partners, each of their Sublicensees, and each of their respective businesses, products and services (other than Excluded Products and Services (as defined herein) and, upon request from the University, certain additional services relating to post-season games, events or tournaments (collectively, the “**Services**”). Notwithstanding anything to the contrary herein, the scope of the Services may be modified at any time during the Term in the sole and absolute discretion of the University as may be reasonably necessary to comply with the Settlement (as defined herein) or any Applicable Rules and Laws.

4. **License to NIL Rights.**

(a) **University License.** Student Athlete grants to the University and its Affiliates and Third Party Partners, the worldwide, sublicensable, non-exclusive right and license to use (including by copying, reproducing, publicly performing and creating digital works) and exploit, in whole or in part, the NIL Rights, during the Term, in connection with the marketing, advertising, publicizing, promoting and endorsing the University, its Affiliates and Third Party Partners, each of their respective Sublicensees and the businesses, products and services of each of the foregoing, the design, manufacture, marketing, promotion, distribution, importation and sale of products and services (other than Excluded Products and Services (as defined herein)) in connection therewith and the exploitation of Content in connection therewith, in each case, in any and all media now known or hereafter devised. Notwithstanding anything in this Agreement to the contrary, the University understands and agrees that, after Student Athlete has become permanently ineligible to participate in NCAA sports, the University will no longer be permitted to sell goods and services incorporating the NIL Rights of Student Athlete, or to continue (or

continue to authorize) use of the NIL Rights of the Student Athlete to promote the goods or services of a third party; provided, however, that in addition, and without limiting or reducing any of the Specified Settlement Rights and Agreements, and subject to Applicable Rules and Laws, the University, its Affiliates and Third Party Partners and each of their respective Sublicensees shall have the right, during the Term and in perpetuity thereafter, to use, reproduce, publish, distribute and/or exhibit Content anywhere in the world to promote the SBC and/or the University's academic or athletic programs, for internal, historical and/or archival purposes, including research, intranet and non-public, internal sales and marketing meetings, portfolio, file and/or reference purposes (including on websites and in written materials and documentation) (the "**Historical License Rights**") without any approval or consent from or additional compensation to the Student Athlete. Following the Student Athlete's transfer to a Subsequent University, the University will no longer be entitled to the use, for purposes of monetization, commercial exploitation, or similar purposes, of the NIL Rights other than the Historical License Rights or (b) those rights needed for Other Permitted Sports Activities, and Student Athlete will no longer be required to perform the Services nor be entitled to compensation in accordance with Section 18 as to the same. Notwithstanding anything to the contrary in this Agreement, including the right and license granted under this Section 4, none of the University, its Affiliates and Third Party Partners or any of their respective Sublicensees shall use the NIL Rights (a) in any manner that violates any Applicable Rules and Laws or (b) in connection with: (i) pornographic or adult publications or sites; (ii) sexually explicit products or services; (iii) material that is obscene, profane, vulgar, or otherwise considered socially unacceptable or offensive to the general public or may cause harm to student athlete health, safety, or welfare; (iv) political advertisement; (v) alcohol, marijuana, or tobacco products or advertisement; (vi) medical, drug, or hygiene products requiring the approval of the U.S. Federal Drug Administration prior to sale or advertisement for such products; (vii) banned athletic substances; or (viii) any form of gambling or gaming, including sports wagering (collectively, clauses (i) through (viii), "**Excluded Products and Services**"). For the avoidance of doubt, except to the extent required by Applicable Rules and Laws, Student Athlete shall have no right of approval or consent with respect to any use of the NIL Rights or Content by the University, its Affiliates and Third Party Partners, the NCAA, the SBC or any of their Sublicensees in accordance with this Agreement.

(b) **SBC License.** Student Athlete grants the SBC, other SBC Member Institutions, and SBC Affiliates and Third Party Partners (including, without limitation the NCAA, SBC bowl partners, College Football Playoff Bowls, and broadcasters) the right to record and photograph Student Athlete and to utilize the NIL Rights in connection with intercollegiate athletic events and any experiences, merchandise, advertising, and promotional materials associated with such events. The rights granted hereunder include the right to exhibit, broadcast, cablecast, webcast, stream, distribute, copy, and edit any recordings of the Student Athlete and related content without restriction, in perpetuity, for any educational, commercial, or promotional purpose using any technology now existing or that may exist in the future.

5. Use of Certain Intellectual Property by Student Athlete. Student Athlete shall not use any of the Intellectual Property Rights (as defined below) owned by or on behalf of the University, the SBC, other SBC Member Institutions, their Affiliates or Third Party Partners, or any third party, in each case, without obtaining all necessary licenses, clearances, consents, and releases of the University, the SBC, Member Institution, Affiliate, Third Party Partner, or third

party, as applicable. In addition to and without limiting the foregoing consent requirement, Student Athlete shall not use any such Intellectual Property Rights, in any manner, that violates any Applicable Rules and Laws. For purposes hereof, “**Intellectual Property Rights**” means all common law and statutory rights in any jurisdiction throughout the world in, arising out of or associated with trademarks, service marks, trade names, trade dress, names, nicknames, slogans, mascots, music, domain names and uniform resource locators, rights of publicity, copyrights, mask works, patents, designs, trade secrets, Confidential Information and proprietary information, rights in technology, databases and data collections, moral and economic rights or any other or equivalent intellectual property rights.

6. Sublicensing. It is expressly understood and agreed by Student Athlete that the University and its Affiliates and Third Party Partners will sublicense the rights licensed pursuant to Section 4 to the NCAA, the SBC, and their respective Affiliates and Third Party Partners, including, without limitation, in connection with: (a) commercial arrangements of the NCAA or the SBC (including SBC-level sponsorship (including a naming rights sponsorship arrangement), marketing, sports data license and/or broadcast and distribution arrangements); (b) jersey or kit sponsorship arrangements to be entered into by the SBC; (c) initiatives or collaborations of the NCAA or the SBC (including merchandise related thereto); (d) audiovisual content of the NCAA or the SBC (including documentaries). In addition, and without limiting the foregoing, the University and its Affiliates and Third Party Partners will have the option to also sublicense any of the rights licensed pursuant to Section 4 to any other third party, including, without limitation, to any agent (including any marketing agency, multimedia rights agency or other agency in the group licensing business) (each, a “**Licensing Agent**”) or any other commercial or non-commercial partner of any of the foregoing (collectively, together with the NCAA, the SBC, and their respective Affiliates and Third Party Partners, “**Sublicensees**” and each, a “**Sublicensee**”); provided, however, that, in any such case, it is understood and agreed by Student Athlete that the University has sole and absolute discretion over whether to pursue and/or enter into sublicensing agreements, and nothing in this Section 6 or otherwise will be deemed to create an advisory, fiduciary, or agency relationship or other implied duty between the University and Student Athlete as related to pursuing and/or entering into sublicensing agreements.

7. Other NIL Agreements; University Sponsorship Arrangements. Student Athlete will report to the University any and all agreements with or licenses granted to any third party of any rights in, to or under the NIL Rights with an aggregate value of greater than or equal to six hundred dollars (\$600.00). Likewise, if Student Athlete enters into multiple agreements or receives multiple payments from any third party relating to the NIL Rights, such activities must be reported to the University if the aggregate value is greater than or equal to six hundred dollars (\$600.00). Such reports must be provided to the University within 7 days after entering into any such agreements, granting any such licenses or receiving any such payments, as applicable. Further, Student Athlete acknowledges and agrees that the University and its Affiliates and Third Party Partners have entered into or will enter into various sponsorship, advertising, marketing, promotional and similar agreements with third parties (“**University Sponsorship Arrangements**”) and accordingly, shall use commercially reasonable efforts to not enter into any agreement or take any other action that could reasonably be expected to materially and adversely affect the value of such University Sponsorship Arrangements to the University and its Affiliates and Third Party Partners.

8. Value and Maintenance of NIL Rights. Student Athlete acknowledges and agrees that: (a) Student Athlete's status as a highly-skilled collegiate athlete who is currently enrolled as a student at the University and eligible under NCAA Rules to participate in the University's athletic program is a material inducement for the University's entry into this Agreement; and (b) the value of the NIL Rights (and, as such, the Services) are materially and directly tied to Student Athlete's maintenance of such status and the goodwill associated therewith. In furtherance of the foregoing, at all times during the Term, Student Athlete hereby agrees to exercise reasonable best efforts to act and behave in such a manner so as to protect and maintain the value of the NIL Rights (and, as such, the Services).

9. No Obligation to Use. Student Athlete acknowledges and agrees that University is not obligated to use or exploit the NIL Rights or utilize Student Athlete's Services, it being understood that if the NIL Rights are not used or exploited or the Services are not utilized, the University shall still be required to provide Student Athlete with the consideration contemplated by Section 12 until such time as this Agreement is terminated in accordance with Section 14 herein. Student Athlete further acknowledges and agrees that nothing herein shall confer an obligation on the University with respect to Student Athlete's eligibility or participation in the athletic program (or any portion thereof).

10. No Limitation of Specified Settlement Rights and Agreements. Student Athlete acknowledges and agrees that Student Athlete is a member of an ongoing injunctive settlement class bound by the settlement entered into on [●], 2025 in the *In re: College Athlete NIL Litigation*, Case No. 4:20-cv-03919-CW (N.D. Cal. 2025) (as may be amended from time to time, the "**Settlement**"). As part of the Settlement, Student Athlete recognizes that Student Athlete is bound by multiple agreements, including, without limitation, an agreement not to contest, during the term of the Settlement, rights asserted by the NCAA and its member conferences and institutions (including the SBC) and institutions and entities to which rights to broadcast and otherwise distribute audio and video of collegiate games and other competitive collegiate athletic events are licensed by the SBC and/or the NCAA and its member conferences and institutions, to: (a) telecast, broadcast or otherwise distribute or transmit, on a live, delayed and/or archived basis, in any and all media now known or hereafter developed, any and all college games and competitive events, including clips and highlights thereof; (b) produce, license, offer for sale, sell, market or otherwise distribute or transmit on a live, delayed, and/or archived basis, broadcasts and other electronic or digital distributions of any such collegiate athletic games or competitive athletic events, and clips and highlights thereof, in any and all media now known or hereafter developed, including, but not limited to electronic or digital media; and (c) use, employ or otherwise transmit or publish student-athletes' names, images, and likenesses for the purpose of promoting the telecasts, broadcasts, and other electronic or digital distributions of games and competitive events, including distribution of clips and highlights thereof, as referenced in the Settlement. Although this Agreement is intended to supplement the parties' rights and benefits conferred by the Settlement, Student Athlete hereby agrees and acknowledges that nothing in this Agreement is intended to limit or reduce any of the rights and agreements set forth in the Settlement, including, without limitation, the agreements restated in this Section 10 (collectively, the "**Specified Settlement Rights and Agreements**").

11. Ownership. Subject to Section 15 below, all of the results and proceeds of Services (including any Content) (collectively, "**Results and Proceeds**"), in whatever stage of

completion, shall constitute a “work-made-for-hire” specially commissioned by the University, and the University, its successors and assigns shall be the sole and exclusive owner of all such Results and Proceeds and all right, title and interest therein, thereto and thereunder, whether now known or hereafter existing, of every kind and nature, in any and all media now known or hereafter devised, throughout the universe, in perpetuity, and in all languages, and all portions thereof and elements therein. To the extent that any Results and Proceeds (or any right, title or interest therein) are not deemed to constitute a “work-made-for hire”, Student Athlete hereby unconditionally and irrevocably assigns to the University any and all such Results and Proceeds and all right, title and interest therein, thereto and thereunder, whether now known or hereafter existing, of every kind and nature, in any and all media now existing or hereafter devised, throughout the universe, in perpetuity, and in all languages, and all portions thereof and elements therein. If Student Athlete has any right, title or interest in, to or under any Results and Proceeds that cannot be assigned to the University as provided above, whether now known or hereafter existing, Student Athlete hereby unconditionally and irrevocably waives such right, title or interest (including the “droit moral” or “moral rights of authors” or any similar) and the enforcement thereof, and all claims, actions, and causes of action of any kind with respect to any of the foregoing. If Student Athlete has any right, title or interest in, to or under any Results and Proceeds that cannot be assigned to the University or waived as provided above, Student Athlete hereby unconditionally and irrevocably grants to the University an exclusive, worldwide, royalty-free license to use, copy, reproduce, publicly perform and create digital works (with the right to sublicense and assign) to such right, title or interest. In furtherance of the foregoing, Student Athlete shall execute any and all documents and instruments and take such other actions as may be reasonably requested by the University to evidence, confirm or further effect any of the foregoing. If Student Athlete fails to execute and deliver any such documents or instruments within ten (10) Business Days after receipt of written request therefor by the University, the University is hereby authorized and appointed by Student Athlete as limited attorney-in-fact of and for Student Athlete solely to execute and deliver any and all such documents and instruments, it being understood that such power is coupled with an interest and is therefore irrevocable. In any such case, the University shall provide Student Athlete with a copy of any such documents and instruments signed on Student Athlete’s behalf. For the avoidance of doubt, this provision is intended to survive any expiration or termination of this Agreement.

12. Consideration. In exchange for the rights granted hereunder and the provision of the Services by Student Athlete, the University agrees to pay Student Athlete the cash consideration set forth on Schedule A (the “Fee”), which shall be earned and due and payable in such amounts and on such dates as set forth therein. The Fee, which shall be paid without deduction or withholding, is inclusive of all taxes, which shall be the sole responsibility of Student Athlete, as well as any social security, insurance or similar amounts imposed on Student Athlete’s income hereunder and any amounts due by or on behalf of Student Athlete to any agents or other representatives of Student Athlete. Payment is subject to Student Athlete providing the University with a completed and duly executed Form W-9.

13. Non-Defamation. Student Athlete shall not publicly refer to the University, its Affiliates or Third Party Partners, any of their Sublicensees or any of their respective businesses, products or services in any manner that is defamatory. In addition, without limiting the foregoing, any other provision of this Agreement, or any rights or remedies of the University, its Affiliates and Third Party Partners, any of their Sublicensees or any other person or entity under this

Agreement or otherwise, to the extent legally permissible, upon the written request of the University or the SBC, Student Athlete shall promptly take down any online or social media posts or any other content that is created, posted or made publicly available by or on behalf of Student Athlete during the Term.

14. Termination.

(a) The University may terminate this Agreement, at any time at its convenience and in its sole and absolute discretion, upon written notice to Student Athlete.

(b) Additionally, if Student Athlete voluntarily withdraws or quits the University's athletic program prior to expiration of the Term, this Agreement shall automatically terminate on the date such participation ends.

(c) Notwithstanding the termination of this Agreement pursuant to paragraph (a) or (b), if this Agreement is terminated after the time period when certain consideration has become due and payable pursuant to the terms of Section 12 and Schedule A, such amounts will be paid to Student Athlete as and when due and payable hereunder.

(d) In the event of the termination or expiration of this Agreement, neither Party shall have any further liability or obligation to the other Party under this Agreement (including with respect to any portion of the Fees otherwise payable thereafter); provided, however, that notwithstanding the foregoing, the terms of Section 9, Section 11, this Section 14, Section 16, Section 18 and Sections 21 through 35 shall survive any termination of this Agreement.

15. Use After Eligibility. Notwithstanding anything in this Agreement to the contrary, the University understands and agrees that, after Student Athlete has become permanently ineligible to participate in NCAA sports, the University will no longer be permitted to sell goods and services incorporating the NIL Rights, or to continue (or continue to authorize) use of the NIL Rights to promote the goods or services of a third party. Nonetheless, for the avoidance of doubt, nothing in this provision is intended to inhibit the rights established by this Agreement of the University or SBC to continue, in perpetuity, the use of Student Athlete's NIL Rights in content created while the student-athlete was enrolled at the University to promote the SBC and/or the University's academic or athletic programs.

16. Confidentiality. Student Athlete agrees to: (a) treat any and all Confidential Information as strictly confidential; (b) not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party (other than to the NCAA or the SBC); and (c) not use any Confidential Information for any purpose except as required in connection with Student Athlete's performance of the Services. Notwithstanding the foregoing, disclosure of Confidential Information shall be permitted (a) if required by court order or subpoena, (b) to Student Athlete's tax or legal advisors who need to know such information, or (c) if necessary to enforce any of the terms or provisions of this Agreement. Student Athlete shall promptly notify the University in writing in the event that Student Athlete becomes aware of any actual or potential disclosure of any Confidential Information in violation of this Section 16.

17. Independent Contractor.

(a) Student Athlete is an independent contractor and is not being hired as an employee of the University. As such, Student Athlete is not entitled to or eligible for and hereby waives any benefits that the University provides to its employees. Nothing provided under this Agreement or any other agreement entered into by and between Student Athlete and the University or its Affiliates or Third Party Partners, including, for the avoidance of doubt, any agreement with respect to scholarship or aid, shall affect Student Athlete's classification as an independent contractor under Applicable Rules and Laws.

(b) Without limiting the foregoing, this Agreement does not create nor imply any partnership, agency or employer-employee relationship between the University, the SBC, other SBC Member Institutions, or their Affiliates or Third Party Partners and Student Athlete.

18. No SBC Compensation. Student Athlete acknowledges and understands that under no circumstances, will the Student Athlete be entitled to compensation, royalties, or residuals or any kind from the SBC, other SBC Member Institutions, or SBC Affiliates and Third Party Partners.

19. Sufficient Compensation. Student Athlete understands that although Student Athlete is not currently considered an employee under Applicable Rules and Laws, Student Athlete is being highly compensated and receiving significant benefits as a result of Student Athlete's involvement and relationship with the University. Student Athlete agrees that such compensation and benefits are full, adequate, and sufficient compensation for all aspects of Student Athlete's involvement and relationship with the University. Student Athlete further acknowledges and agrees that upon payment of the amounts set forth in this Agreement, all monies due to Student Athlete from the University have been paid. In addition, Student Athlete acknowledges and agrees that the University makes no representations or warranties, express or implied, as to the impact of any compensation or benefits received hereunder on Student Athlete's eligibility for any other scholarship, aid or other benefits to which Student Athlete may otherwise be entitled to (e.g., Pell Grants), or as to any other federal or state income tax implications of this Agreement, including any associated tax reporting requirements or compliance therewith. To the extent a change in Applicable Rules and Laws regarding Student Athlete's employment status results in Student Athlete being classified as an employee during any period of the Term, Student Athlete agrees that the amounts paid under this Agreement should be used as an offset against any amounts determined to be owed to Student Athlete.

20. Representations & Warranties. Student Athlete represents and warrants to the University that: (a) Student Athlete has the full right, power, capacity and authority to enter into this Agreement and to agree to the terms and conditions of this Agreement; (b) this Agreement constitutes a valid, binding and enforceable agreement of Student Athlete; (c) the execution of this Agreement by Student Athlete, the grant of rights contemplated hereby, and the performance of Student Athlete's obligations under this Agreement does not and will not breach, violate or otherwise conflict with any Applicable Rules and Laws or any agreement or arrangement to which Student Athlete is a party or by which Student Athlete is bound; and (d) no notice, permission, consent or approval is required to be obtained by the Student Athlete from any third party in

connection with the execution of this Agreement by the Student Athlete, the grant of rights contemplated hereby, and the performance of the Student Athlete's obligations under this Agreement.

21. Applicable Rules and Laws. All of the terms and conditions of this Agreement, including the license of the NIL Rights and the provision of the Services hereunder, are subject to and limited by Applicable Rules and Laws, including, without limitation, any applicable state or federal laws regarding contracts entered into by collegiate athletes for compensation in exchange for use of name, image, likeness and similar rights. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and any of the foregoing, the Parties shall negotiate in good faith an amendment to this Agreement that maintains the intent of each Party to the fullest extent possible as permitted under Applicable Rules and Laws.

22. Notices. All notices, requests and other communications hereunder shall be in writing and addressed to the Parties at the addresses set forth on the signature page of this Agreement and shall be delivered by personal delivery (*i.e.* hand-delivery), nationally recognized overnight courier (with all fees pre-paid), e-mail (with confirmation of receipt) or certified or registered mail (in each case, return receipt requested, postage pre-paid).

23. Governing Law and Venue.

(a) This Agreement and all claims arising out of or related to this Agreement shall exclusively be construed and enforced in accordance with the laws of the State of Louisiana, without regard to conflicts of laws principles.

(b) Any suit, action or other proceeding relating to or in connection with this Agreement shall be brought and maintained exclusively in any state or federal court located in Lafayette Parish, State of Louisiana. Each of the Parties hereby expressly and irrevocably submits to the jurisdiction of such courts for the purposes of any such action and expressly and irrevocably waives, to the fullest extent permitted by law, and agrees not to assert any claim or defense that it is not personally subject to the jurisdiction of such courts, that the venue of the suit, action or proceeding is improper, or that the suit, action or proceeding is brought in an inconvenient forum.

24. Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by Student Athlete are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (Title 11 of the United States Code), licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code, regardless of the form or type of intellectual property under or to which such licenses of such rights are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States of America or any other country or jurisdiction. The Parties hereto agree that the University and its Affiliates and Third Party Partners, as licensees of such rights under this Agreement, will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code. The Parties hereto further agree that, in the event of the commencement of a bankruptcy proceeding by or against Student Athlete under the United States Bankruptcy Code, the University and its Affiliates and Third Party Partners shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual

property and all embodiments of such intellectual property, which, if not already in their possession, will be promptly delivered to them: (a) upon any such commencement of a bankruptcy proceeding upon written request therefor, unless Student Athlete continues to perform all of its obligations under this Agreement; or (b) if not delivered under clause (a) above, following the rejection of this Agreement by or on behalf of Student Athlete upon written request therefore by the University or its Affiliates or Third Party Partners.

25. Interpretation. Unless the context otherwise requires, when used in this Agreement: (a) the terms “include,” “includes,” or “including” or similar words shall be deemed to be followed by the words “without limitation” or “but not limited to” unless otherwise indicated; (b) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to this entire Agreement; (c) the term “or” shall be deemed to mean “and/or”; and (d) the terms “Section” and “Schedule” refer to the specified Section or Schedule of this Agreement. Whenever this Agreement refers to a number of days, unless otherwise specified, such number shall refer to calendar days. The headings and paragraph captions in this Agreement are for reference and convenience purposes only and shall not affect the meaning or interpretation of this Agreement. Wherever the context permits, each of the masculine, feminine and neuter genders will be deemed to denote the other two genders, the singular to denote the plural, and the plural to denote the singular. Section headings herein are used solely for convenience and are not intended nor in any sense are to be given any weight in the construction of this Agreement.

26. Joint Drafting. This Agreement shall be deemed for all purposes prepared through the joint efforts of the Parties and shall not be interpreted or construed against one Party or the other as a result of the preparation, drafting, submittal or other event of negotiation, drafting or execution of this Agreement. Further, the provisions of Louisiana Civil Code Article 2056 shall not apply to either Party.

27. Severability. If any term or condition of this Agreement or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

28. No Waiver. No failure by either Party hereto at any time to give notice of any breach by the other Party of, or to require compliance with, any condition or provision of this Agreement shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

29. Amendment. Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and executed by the Student Athlete and the duly authorized representative of University.

30. Entire Agreement. This Agreement, together with the exhibits attached hereto, contains the entire agreement between the Parties with respect to the subject of this Agreement and contains all of the terms and conditions agreed upon with respect to the subject of this Agreement, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall

be deemed to exist or to bind the Parties; it being the intent of the Parties that neither shall be bound by any term, condition, or representations not herein written.

31. Force Majeure.

(a) Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in performance under this Agreement when such failure or delay is caused in whole or in part by a “**Force Majeure Event**,” which shall be defined as any event beyond the control of a Party, including, but not limited to: labor disputes, strike, riot, vandalism, sabotage, terrorist act, war (whether declared or undeclared), hurricane, inclement weather, flood (whether naturally occurring or manmade), tidal surge or tsunami, landslide, earthquake, fire (whether naturally occurring or manmade), explosion, power shortage or outage, fuel shortage, embargo, congestion or service failure, epidemic, a Change in Rule or Law (defined herein). If any Force Majeure Event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the Force Majeure Event.

(b) “**Change in Rule or Law**” means the coming into effect of, or any change, amendment or modification (including repeal) to, any of the Applicable Rules and Laws (including any interpretation thereof) after the Effective Date, of which compliance therewith (i) would materially impact a Party’s performance of, or ability to perform, its obligations hereunder or (ii) would require a material change in the payment, withholding, or reporting of any taxes with respect to rights, Services or consideration set forth in this Agreement.

32. Third Party Beneficiary. The Parties hereto acknowledge and agree that University Affiliates and Third Party Partners, the SBC, other SBC Member Institutions, SBC Affiliates and Third Party Partners, and Sublicensees (including, without limitation the NCAA, SBC bowl partners, College Football Playoff Bowls, and broadcasters) is each an express third party beneficiary of this Agreement entitled to enforce the terms hereof as if it were an original party hereto. The Parties hereby agree that subject to the preceding sentence, no other person shall have any rights, interest or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third party beneficiary or otherwise.

33. No Litigation. Student Athlete acknowledges and agrees that he or she shall not commence any proceeding against, seek any financial or other form of relief or remedy from, or have any cause of action or right of action against any University Affiliate or Third Party Partner, the SBC, other SBC Member Institution, SBC Affiliate or Third Party Partner, or Sublicensee (including, without limitation the NCAA, SBC bowl partners, College Football Playoff Bowls, and broadcasters) related to this Agreement.

34. Injunctive Relief. Any violation or threatened violation of this Agreement by Student Athlete will cause the University irreparable harm, the amount of which is not readily determinable. The University is not required to show irreparable harm or post any bond to enjoin any violation or any threatened violation of this Agreement by Student Athlete.

35. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which individually shall be deemed original but all of which together shall constitute one and the same document. An electronic (e.g., Portable Document Format or PDF) copy of the original signature of the representative of a Party shall have the same validity as an original signature for the purpose of this Agreement. In accordance with La. R.S. 9:2605.B(1) and (2), the parties hereto each agree that this transaction may be conducted by electronic means; and electronic signatures of the parties to this Agreement shall be acceptable and satisfactory for all legal purposes, as authorized by the Louisiana Uniform Electronic Transactions Act, La. R.S. 9:2601 through 9:2621.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA
SYSTEM**

By: _____

Dr. Edwin Litolff
Vice President for Administration &
Finance

Address: 104 E. University Circle
Lafayette, LA 70503

Email: generalcounsel@louisiana.edu

Student Athlete acknowledges that he/she has had the opportunity to obtain professional representation by, discuss this matter with, and obtain advice from an athlete agent, marketing representative, or an attorney, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement.

STUDENT ATHLETE

[●]

Address: [●]

Email: [●]

Schedule A

Fee

Date	Payment Amount
[●]	\$(●)
[●]	\$(●)
[●]	\$(●)
[●]	\$(●)

The Fee consists of an aggregate amount equal to \$(●) that is earned and payable in equal installments on each date set forth above (so long as, as of such date, Student Athlete's name is not in the NCAA Transfer Portal and is eligible under Applicable Rules and Laws (as defined herein) to participate in the University's athletic program) and, if earned, is paid within [●] days following the date set forth above.