

AGREEMENT

This agreement (the “**Agreement**”) dated as of **XX/XX/XX**, is between the undersigned student-athlete (referred to herein as “**you**”) and **Corporation Name** (“**XXX**”), and shall confirm that you agree to provide your services as in connection with advertising by **DESCRIPTION OF REQUESTED SERVICES** for **XXX** in accordance with the terms set forth herein.

1. **No Conflict/Disclosure.** You represent and warrant that: (i) your grant of rights to your Persona (as defined below) herein and your services herein do not conflict with any sponsorship contract of your educational institution or team, any contract between you and your educational institution or team, or any policy of the athletic department of your educational institution; and (ii) you have disclosed or will disclose the existence of this agreement to the educational institution at which you are enrolled, in a manner designated by the educational institution. **You will not be required to engage in any activity that compromises your eligibility in violation of University at Buffalo, MAC and/or NCAA rules.**

2. **Services.** You agree to perform your services (in accordance with **XXX**’s instructions) as set forth in **Exhibit A** attached hereto. You agree that you are available to perform services on any dates, times and locations specified herein or in **Exhibit A** that do not conflict with team, academic or NCAA obligations.

3. **Code of Conduct.** You agree that each Post (as defined in **Exhibit A**) will be in compliance with the following code of conduct (“**Code of Conduct**”): each Post will not (a) reference or depict any celebrity or other individual (unless explicitly approved by **XXX**); (b) disparage **XXX** or their competitors; (c) depict nudity or lewd content of any sort; (d) incite, advocate, or express pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence, or include any other offensive content; (e) promote excessive consumption of alcohol beverages or promote any illegal drug use; (f) misrepresent the source of anything in the Post, including impersonation of another individual or entity; (g) provide or create links to external sites that violate this Code of Conduct; (h) include content that is protected by intellectual property laws, rights of privacy or publicity, specifically School Marks, or any other applicable law unless you own or control the rights thereto or have received all necessary consents; or (i) contain advertising for you or third parties (including, without limitation, money making schemes, discount cards, credit counseling, online surveys, or online contests).

4. **Materials.** You agree that **XXX** and others working for them or on their behalf, and their respective agents, licensees, successors, and assignees (collectively, the “**Permitted Parties**”) shall have the right, but not the obligation, to produce or use the materials listed in **Exhibit A** (the “**Materials**”), barring the individual Student Athlete’s approval. You agree that you shall have the right of approval of the Materials or their use. During the Term (as defined below), the Materials may be used anywhere in the world, in the media listed in **Exhibit A** (the “**Media**”).

5. **Term.** The “**Term**” shall be as set forth in **Exhibit A**. In addition, at any time during and after the Term, the Materials (and Posts) may be used anywhere in the world by the Permitted Parties for intra-company, research, award, press, publicity, file and/or reference purposes. Further, for clarity, (a) **XXX** shall have the right to authorize third party websites and/or social media platforms to use the Materials and Posts in accordance with their terms of use, and so long as it is in accordance with UB Policies.

6. **Compensation.** In full consideration to you for entering into this Agreement and for all of your services hereunder and all rights granted by you herein, and provided that you fully and completely perform all of your services, **XXX** agrees to pay you (and you agree to accept) the “**Fee**” as defined in (and payable in accordance with) **Exhibit A**. **XXX** shall not be liable for any broker’s and/or agent’s fees or

commissions, taxes, production company fees or other payments to third parties payable by you in connection with this Agreement or your services hereunder.

7. **Exclusivity.** During the Term and anywhere in the world, you will not authorize or permit (nor have you authorized prior to the Term, which authority is still in effect) the use of your Persona (as defined below), nor will you render any services, give any testimonials or endorsements in any advertising in any medium, nor engage in any promotional activities in connection with (a) any “**Competitive Products**” as defined in **Exhibit A**, (b) any other manufacturer, distributor, retailer or producer of Competitive Products, or (c) any product or service that in its advertising or publicity denigrates **XXX** or its products. However, for purposes of clarity, this exclusivity/Competitive Products restriction does not apply to the use of your Persona or services in connection with official team activities.

8. **University Marks.** The University at Buffalo retains the right to the UB marks and has full autonomy over if and when the Student Athlete is permitted to use those marks in accordance with their advertising agreements. The term “School Marks” includes, but is not limited to,

9. **Grant of Rights.** Subject to the Permitted Parties’ usage rights hereunder, (a) **XXX** shall have all right, title and interest in and to the Materials; and (b) you agree that the product of your services hereunder shall be a work-made-for-hire for **XXX** for copyright purposes, or if for any reason held not to be work-made-for-hire, you hereby assign to **XXX** right, title, and interest in and to such product. In addition, you grant to the Permitted Parties, subject to the terms and conditions contained herein, the right to use your name, picture, image, likeness, social-media handle(s), signature, voice and biographical information (collectively, “**Persona**”) in and in connection with the Materials and Posts. Without limiting the generality of the foregoing, you also agree that the Permitted Parties shall have the right to: (a) “tag” you/your social media handle in any social media posts that are issued by or on **XXX**’s behalf; and (b) link to and “pull” Posts from your owned/controlled social media channels onto our website.

10. **Representations and Warranties.** You represent and warrant that (a) you are 18 years of age or older and have no criminal record (other than with respect to routine traffic violations not involving alcohol or a controlled substance); (b) there is nothing in your personal background that would reflect negatively on your association with **XXX**; (c) you have the right to enter into this Agreement and have no conflicting commitments or obligations that would interfere with your ability to perform the services required of you and the rights herein granted; (d) in the event you make any public statements in connection with this Agreement (including, without limitation, in the Posts), you shall clearly and conspicuously disclose your affiliation with **XXX** in accordance with the Federal Trade Commission Guides Concerning the Use of Endorsements and Testimonial in Advertising available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=14e8f4d3c876671a54fce164a72f2e3e&node=pt16.1.255&rgn=div5> (as may be updated) (the “**FTC Guides**”), in a form to be approved by **XXX**, and shall incorporate appropriate disclosures in connection therewith (e.g., #ad or #sponsored); (e) you have all necessary rights to any content provided by you hereunder (including, without limitation, the Posts, headshot/bio, etc.) and the Permitted Parties’ use thereof in accordance with this Agreement shall not violate the rights of any party. These rights include the individual student athletes “UB Obligations,” which include, but are not limited to, the athletes Scholarship Agreement. Permitted Parties’ must; (f) you shall comply with all reasonable policies provided by **XXX**; and (f) you will not engage in any conduct that (i) would disparage, denigrate, portray in an unfavorable light or bring you, **XXX**, or **XXX**’s products into public disrepute, contempt or scandal, or (ii) would injure the success of **XXX** or any of **XXX**’s products (including, without limitation, a public revelation of your disapproval or dislike for **XXX** or any of **XXX**’s products, or your approval or favor towards one or more of **XXX**’s competitors, as determined by **XXX**, in its sole and absolute discretion), but this this does not include athletic performance-based conduct that results in a reduction in the Student Athlete’s playing time, while the Student-Athlete must make their best efforts to avoid such a situation, the Student Athlete nor the University is responsible for a loss of revenue to **XXX** as a result of action taken by the school.

11. Termination. If you suffer a disability which prevents you from fully rendering your services hereunder, or if you neglect, fail or refuse or are unable to perform your services or observe your obligations as you have agreed or warranted hereunder (including, without limitation, those set forth in the previous section hereof), or if an Event of Force Majeure (as defined below) occurs, in addition to any other rights and remedies that **XXX** may have hereunder or at law or in equity, (a) **XXX** shall have the right to terminate this Agreement, (b) in such event, you shall only be entitled to payments accrued as of the date of such termination (i.e., the pro rata portion of any compensation paid or payable to you up to and including the date of such termination), and (c) **XXX** shall have the opportunity to terminate without fault, so long as termination is not based on athletic performance-based conduct that results in a reduction in the Student Athlete's playing time, while the Student-Athlete must make their best efforts to avoid such a situation, the Student Athlete nor the University is responsible for a loss of revenue to **XXX** as a result of action taken by the school. “*Event of Force Majeure*” is defined as a natural catastrophe, labor dispute or strike, pandemic or epidemic, act of God or public enemy, war, municipal ordinance, state or federal law, governmental order or regulation or any other similar cause beyond your control that adversely affects your services or the Permitted Parties’ rights to use/create the Materials.

12. Confidentiality. You will not disclose (including, without limitation and by way of example, via text messaging, blogging or communicating in any way via Twitter, Facebook, Instagram or any other social networking website, tool or device, etc.) any trade secrets or confidential information of **XXX** to any third parties, including but not limited to any content of any advertising (including, without limitation, any scripts, copy, storyboards, etc.) that **XXX** has not yet released to the general public, your relationship with **XXX** (until publicly disclosed by **XXX**), and any of the terms of this Agreement (including, without limitation, the amount of compensation paid hereunder). In addition, you understand and agree that all press inquiries regarding your services hereunder and any information and materials related thereto (including, without limitation, any confidential information) shall be directed to **XXX** and that you will not communicate to the press directly without **XXX**’s prior written approval.

13. Non-Union. You understand and agree that unless otherwise agreed by **XXX** in writing, neither your services nor the creation and use of the Posts shall fall within the jurisdiction of any union or guild (e.g., SAG, AFTRA, etc.).

14. Miscellaneous. Any payments made hereunder shall be subject to any deductions required by state and/or federal law. The value of any goods or services that you receive for your performance under this contract is subject to the self-employment rules under the Internal Revenue Code. You understand and agree that you will comply with these regulations, and that it is your obligation to ensure that these tax liabilities are properly paid, in a timely manner. The relationship between the parties is solely that of independent contractors, and you shall not be considered an agent or employee of **XXX**. This Agreement contains the entire understanding between **XXX** and you with respect to the subject matter hereof, may not be altered or waived except by a writing signed by both parties, and shall be governed by the laws of the state of New York, applicable to contracts executed and performed entirely therein. Delivery of an executed counterpart of a signature page to this Agreement by pdf shall be as effective as delivery of a manually executed signature page hereof. Any action to enforce this Agreement shall be brought exclusively in the state or federal courts located or having jurisdiction in New York, and you hereto irrevocably submit to the jurisdiction of such courts and agree to waive any objection that such courts are an inconvenient forum for the resolution of such action.

15. Severability. Should any section or part of a section within this agreement be rendered void or unenforceable by any court of competent jurisdiction, the remaining provisions of this agreement shall nevertheless be binding upon the parties with the same effect as though the void or unenforceable part had been severed and deleted.

AGREED:

CORPORATION NAME.

AUTHORIZED OFFICER NAME AND TITLE
(Authorized Officer)

STUDENT ATHLETE:

I AGREE to the foregoing terms and conditions of this Agreement and I further acknowledge that I must disclose the existence of this Agreement and the required services herein to my educational institution

Signature: _____

Name (print): _____

Address: _____

Phone no.: _____

Email Address: _____

Date of Birth: _____

EXHIBIT A

SERVICES/MATERIALS DETAILS

1. Services Details

- Program Background ○ **DESCRIPTION OF COMPANY PROGRAM**
- **Materials and Posts Geographic Boundaries:**
 - The Western New York Region including, Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County and any reasonable location in which a school-sponsored or NCAA athletic event takes place.
 - **Any agreement must be provided to UB's Compliance Office in advance in order to be approved before performance. Failure to do so may result in disciplinary action against the athlete.**
- Partner agrees to ○ Content Creation
 - Create Social content for **XXX** to be used on Instagram, Instagram Stories/Reels and Twitter.
 - (1) Self-shot video formatted properly in aspect ratios for Instagram, Instagram Stories/Reels – To be used along with other content in a montage video for the “**Company Team for SA's**” highlighting partnered Student-Athletes.
 - Follow the provided script and instructions for the video
- On-camera recorded player intro
- Props (See below)
- Wardrobe ○ Items provided (See below)
 - Do not wear anything which has any brand marks or logos. Failure to follow this will negate the agreement because content will be unusable.
- Include the following props in the video
 - **CORPORATION** backdrop (Will be sent for self-assembly or digital)
 - Wear the **CORPORATION** hat provided
 - Wear the **CORPORATION** apparel (Could be jersey, shirt or hoodie) provided
 - **COMPANY SPECIFIC MARK (If provided)**
 - **COMPANY SPECIFIC ITEM (If provided)**
- Self-Posting
 - Post on the proper date and timeframe provided.
 - Follow provided posting and tagging instructions.
 - Include #sponsor. Failure to follow this will negate the agreement as content won't be FTC compliant.
- Allow Content to be amplified (If necessary) & shared by but not limited to
 - **CORPORATION** Social channels
 - Other athletes (NIL & Professional)
 - Influencers
 - Media/PR
 - 3rd Party Social Channels

2. Media definition:

Type of Materials	Media/Usage
Digital Videos	Internet/New Media Industrial Uses
PR Materials	Any and all public relations and publicity uses
CORP. Social Media Posts	Internet/New Media

3. The “***Term***” is defined as commencing on XX/X/XX, and concluding upon the end of the Student-Athlete’s enrollment at the University at Buffalo.
4. The “***Fee***” is defined as 3% of compensation as earned by the athlete, payable 30 days after content is live in-market.
5. The “***Competitive Products***” are defined as:

Exclusivity & Competitors

Within the term, partner shall not endorse, post or re-post any of the following competitors:

The Competitive Categories include, but is not limited to the following establishments:

(LIST COMPETING ESTABLISHMENTS - specific competing businesses)

(LIST COMPETITIVE CATEGORIES - general industries, products, etc. in competition with XXX)