

UA HIGHLIGHT ATHLETIC AGREEMENT



ATHLETIC AGREEMENT AMONG: UNDER ARMOUR, MARIANNA HIGH SCHOOL, AND BAKER'S SPORTING GOODS

Athletic Director: Jack Glover
Colors: Purple, Vegas Gold
Mascot: Bulldogs

Marianna High School ("School") Obligation to Under Armour and Baker's Sporting Goods ("Team Dealer")

- The term of this agreement commences on September 6, 2024, and ends on June 30, 2030 ("Term") for a term of 5 years.
- During the Term, School shall purchase Under Armour apparel, footwear, and accessories ("Products", and products bearing the Under Armour marks, "Under Armour Products") for School's athletic teams and coaches. ("Teams") from the Team Dealer set forth below.
- All Teams shall exclusively wear and use Under Armour Products head-to-toe, including without limitation footwear, socks, uniforms, and headwear, in all athletics activities, including but not limited to, competitions, games, practices, media and public events, camps, and clinics. School will be free to use third party products for products that Under Armour or Team Dealer do not supply; provided, however, that School will make reasonable efforts to not secure third-party products from Nike, adidas, Reebok, Puma, New Balance, Lululemon, or Russell.
- School shall place orders with Team Dealer for custom and stock uniforms by:
 - (i) January 15 for fall sports
 - (ii) May 31 for winter sports
 - (iii) November 15 for spring sports
 - Stock apparel (excluding uniforms), footwear, and accessories can be ordered any time.
- Under Armour and/or Team Dealer shall receive placement of two (2) banners for display on-filed and on-court for each Team. Aside from Under Armour and Team Dealer, no other manufacturer, distributor, marketer, or seller of Products shall have the right to place signage at School's facilities.
- All School activities will be given access to Under Armour products when applicable, via webstore (as defined below).
- School hereby grants Under Armour the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team's games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (Collectively, "Rules").

Under Armour and Team Dealer's Obligations to School

- Under Armour shall provide School with a product rebate based on the amount of Under Armour in products and licensed product (collectively, "Rebate Products") purchased by School from Team Dealer as follows:

Total Rebate Products Purchased	Product Rebate
\$1 - \$40,000	7%
\$40,001 - \$80,000	10%
\$80,001 - \$125,000	12%
\$125,001+	15%

For purposes of clarity, School's Product Rebate will be: (1) determined by the amount of Rebate Products School purchases in the immediately preceding year (7/1 – 6/30); (2) provided on a quarterly basis in the applicable year; and (3) provided by Under Armour as Under Armour Products valued at retail pricing. By way of example, if School purchases \$90,000 worth of Rebate Products from Team Dealer in the first year, the Product Rebate for the next year will be twelve percent (12%). As such, School will receive a Product Rebate of 12% based on the total amount of Rebate Products School purchases in a quarter in the next year, so with respect to the example, if in the first quarter of the next Contract Year, School purchases \$7,000 worth of Rebate Products, School will receive a Product Rebate of \$840 for such quarter. Unused quarterly Product Rebate amounts will expire within sixty (60) days. In the first year of the Term, School's Product Rebate will be based on School's estimated annual purchase of Rebate Products and will be determined by School, Team Dealer, and Under Armour. Notwithstanding anything contained herein to the contrary, Under Armour reserves the right to modify, update, or amend the Product Rebate program in its sole discretion by providing School and Team Dealer with at least sixty (60) days prior written notice.

- Licensee products [including but not limited to socks, team headwear, eyewear, etc] cannot be purchased with the promotional product credit.
- All promo funds must be used in the school year and the quarter earned. Promo does not carry over from year to year or quarter to quarter and is considered lost if not used in the provided timeframe. Under Armour and Team Dealer will review purchases on a quarterly basis and provide promotional rebates accordingly.
- Team Dealer shall maintain appropriate levels of Under Armour inventory to satisfy Schools' requirements on a timely basis; and provide sales data as requested.
- Team Dealer shall establish, operate, and manage a webstore for all affiliated School activities accounts (including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.) ("Webstore"). Team Dealer will use good faith efforts to exclusively sell Under Armour Products on the Webstore and will prominently feature Under Armour Products over any third-party Products sold on the Webstore.

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- Team Dealer shall provide sales data to Under Armour quarterly on a QBR worksheet (or as requested).
- This Agreement shall be reviewed yearly by Under Armour and Team Dealer to ensure no major conditions of the Agreement have changed.

TERMINATION. The parties agree that this Agreement can be terminated early in the event of (A) an uncured material breach of the Agreement by School; (B) the occurrence of a force majeure event that is outside of the reasonable control of any party but prevents, hinders, or delays such party's performance by 90 days or more; (C) public disparagement by the School or its coaches, teams, or staff of either Team Dealer or Under Armour or the Under Armour products; (D) sanctions levied against the School or its coaches, teams, or staff; or (E) an act or omission by the School or its coaches, teams, or staff that brings Under Armour or Team Dealer into public disrepute.

RIGHTS OF FIRST REFUSAL. School will not enter into an endorsement or similar agreement with a third party without first giving Team Dealer and Under Armour an opportunity to enter into an agreement with School for such rights on the terms and conditions as offered by the third party, measured solely in terms which are material, measurable and matchable ("**Third Party Terms**"). School will notify Team Dealer and Under Armour of the Third-Party Terms it receives for any such deal that School intends to accept. Evidence of such offer must be on the third party's letterhead and a copy of such offer must be supplied to Team Dealer and Under Armour. Team Dealer and Under Armour will have 30 days from its receipt of the Third-Party Terms to match such an offer. If Team Dealer and Under Armour match or improve the Third- Party Terms, then School will enter into a new agreement with Team Dealer and Under Armour consistent with the Third-Party Terms.

INTELLECTUAL PROPERTY. Under Armour will retain all rights, title, and interest in and to any of Under Armour's intellectual property, including without limitation, its name, logo, trademarks, and other indicia of origin.

WARRANTIES. Under Armour does not provide any warranties (express or implied) in connection with its products.

WAIVER OF LIABILITY. Except as otherwise set forth herein, Under Armour specifically disclaims any and all liability in connection with this Agreement, and Team Dealer agrees that: (A) it will not bind Under Armour to any terms and conditions that are inconsistent with this document; and (B) it will indemnify Under Armour from and against any claims arising from this Agreement that result from Team Dealer's recklessness or willful misconduct.

CONFIDENTIALITY. Excluding disclosures made to attorneys, auditors, or other third-party consultants, the terms and conditions of this Agreement are confidential between the parties and shall not be disclosed to any third party, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a breach of this Agreement.

ASSIGNMENT. Except for assignments pursuant to a Change of Control, this Agreement is not assignable in whole or in part by either party without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld, but is binding on any corporate successor of either party. As used herein, a "**Change of Control**" means a merger, sale, transfer, or other disposal of all or substantially all the assets of the assignee or its ultimate direct or indirect parent corporation or holding company in one or more transactions.

MODIFICATION OF AGREEMENT. This document contains the entire Agreement between the parties and may not be changed, modified, amended, or supplemented except by express written agreement signed by all parties.

MISCELLANEOUS. Florida law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship between Under Armour, Team Dealers, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

[Signatures on the following page]

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IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands, and agrees to the terms and conditions of this agreement.

MARIANNA HIGH SCHOOL

UNDER ARMOUR, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

By signing below, Team Dealer agrees that School will purchase Under Armour products from the Team Dealer at its discounts of:

- 40% off Under Armour retail price for apparel (does not include decoration costs).
- 40% off Under Armour retail price for accessories (does not include decoration costs).
- 35% off Under Armour retail price on all team footwear.
- All Under Armour Game Day Select, Armourfuse, Stock Uniforms and player-pay items will be priced separately at premium pricing.

BAKER'S SPORTING GOODS

Signature

Printed Name

Title

Date