



SPONSOR LICENSE AGREEMENT

(Group License)
September 2021

THIS SPONSOR LICENSE AGREEMENT (this “**Agreement**”) is entered into as by and between Team FanClub Inc. having its principal place of business at 4832 Cooper Road, Suite 200, Blue Ash, Ohio 45242 (“**Team FanClub**”) and (“**Sponsor**”). Team FanClub and Sponsor are herein each referred to as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS Team FanClub provides software as a service to corporate and individual sponsors who seek to enter into group license agreements with athletes for the use of the athlete’s TV, cable, video, and digital reach numbers as traditionally measured by ad agencies. Fans and viewers that attend or view the broadcast events for the athlete and team create tremendous name and image media exposure during practices, games and sanctioned events. This software as a service also includes the publicity of their name, nickname, initials, autograph, signature, photograph, likeness, trademark, and/or endorsements (collectively “**Team-Athlete NIL Rights**”), and Team FanClub desires to license such Team-Athlete NIL Rights to Sponsors as further described in this Agreement.

WHEREAS Sponsor desires to enter into this Agreement to facilitate the evaluation, negotiation, and execution of agreements involving the group licensing of Team-Athlete NIL Rights by receiving a group license agreement for such rights from Team FanClub; and

NOW, THEREFORE, in consideration of the above, the provisions contained in this Agreement, the mutual benefits derived from this Agreement, and for other good and valuable consideration, the receipt, and sufficiency of which the Parties acknowledge, Team FanClub and Sponsor agree:

AGREEMENT

1. Term

- a. The Term of this Agreement shall run from the Effective Date for one (1) year unless terminated sooner in accordance with the provisions in this Agreement.
- b. Sponsor shall have no right to extend or renew this Agreement beyond the Term. No conduct by either Team FanClub or Sponsor shall create, imply, or infer a new license agreement or an extension of the Term, unless expressly set forth in a written agreement signed by the Parties.

2. Grant of Rights

- a. Team FanClub represents that it has been duly appointed and is acting on behalf of athletes who seek to enter into a group licensing Agreement with Sponsor (individually



“Athlete” or collectively “Team-Athletes”) and that in such capacity Team FanClub has the right to grant the rights and licenses described herein.

- b. Subject to the terms and conditions set forth in this Agreement, **Team FanClub** grants to Sponsor the non-exclusive and non-transferable right and license during the Term of this Agreement and within the world (the “**Territory**”) to use Athlete NIL Rights in connection with the following advertisement, marketing, or promotion activities: This agreement is only for the box checked below: No acceptance is guaranteed. **Any additional items listed below will require an additional monthly or one-time fee.**

	Appearance (Virtual)	Read to Lead Appearance Grade (4-9)		Sunday Football & Food
X	Team or Sponsor Social Media Repost	Special Appearance		Streaming Friend (Netflix, Amazon Prime, Hulu, Others)
X	Blue Star Hotel	Golf Outing	X	Share Media Reach
	Team Autograph	Individual Autographs		

- c. The list of athletes with whom Team FanClub has licensing authorization is available to Sponsor via an electronic portal accessible via any present (or future) application platform (including without limitation desktop, cloud-based, or mobile applications) (the “**Dashboard**”) and subject to the standard terms of service outlined in **Schedule A**.
- d. It is understood and agreed that Team FanClub and Athletes shall retain all rights, title, and interest to Athlete NIL Rights except as licensed in this Agreement. Moreover, this Agreement shall not prevent an individual Athlete from using, permitting, or licensing others to use Athlete NIL Rights within any media platform.
- e. Team FanClub makes no representation that it has the authority to grant or utilize the images, symbols, insignias, logos, other identifying names or marks of the NCAA member institutions or conferences for which Athletes are affiliated. It is understood by the Parties that the Athlete NIL rights are not to be used in conjunction with any symbols, insignia, logos of any third-party rights holders, NCAA member institutions or conferences of Athlete or Athletes, in the exercise of the license granted in this Agreement, **it will be the sole responsibility of Sponsor to obtain such license.**

3. Compensation

- a. In consideration of the grant of rights provided hereunder, during the Term, Sponsor agrees to pay to Team FanClub a one-time fee or monthly fee (the “**Compensation**”). The Compensation shall be made by Sponsor whether or not Sponsor uses Athlete NIL Rights licensed hereunder, and no part of such payments shall be repayable to Sponsor.

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- b. All payments due Team FanClub shall be made in U.S. currency drawn on a U.S. bank and shall be made electronically thru www.teamfanclub.com, or by wire transfer, ACH or any other electronic paywall payment service, system or network designated by Team FanClub.

4. Representations and Warranties

- a. Each Party represents and warrants to the other Party that: (i) such Party has the power and authority to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery, and performance of this Agreement have been duly authorized by such Party and do not and shall not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it in accordance with its terms.
- b. Sponsor represents and warrants that it holds all necessary licenses and permits from local, state, national, and other governmental authorities required to perform the services outlined in the Agreement, and all such licenses and permits are in full force and effect.
- c. Sponsor represents and warrants that it has licensed, obtained, and paid for, and shall at all times during the Term continue to license, obtain, and pay for all copyright royalty other performance and licenses (including without limitation “through to the viewer” music performance rights and any other rights necessary from ASCAP, BMI, SESAC, and other applicable performing rights organizations or other applicable entities) for any element of this Agreement that incorporates video via any distribution medium.
- d. Sponsor represents and warrants that it shall comply with all applicable laws, statutes, rules, regulations, orders and other legal directives promulgated by any governmental body, NCAA member institution, conference, or agency having jurisdiction over a party or location where the services outlined in this Agreement performed or delivered, including laws related to labor and employment, data privacy, employee safety, environmental protection, business operations licensing and authorizations, zoning, import/export, non-discrimination, anti-boycott measures, and anti-corruption laws. THE SPONSOR FURTHER REPRESENTS AND WARRANTS THAT NO ACTIVITY FOR WHICH ATHLETE NIL RIGHTS MAY BE USED WILL CONSTITUTE A “PAY FOR PLAY” ARRANGEMENT IN CONTRAVENTION TO STATE, NCAA MEMBER INSTITUTION, CONFERENCE, AND NCAA REGULATIONS.

5. Indemnification

- a. Sponsor agrees to defend, indemnify, and hold Team FanClub and its officers, directors, agents, and employees, and Athletes harmless against all costs, suits, expenses, damages, and losses (including reasonable attorney fees and costs) arising out of the manufacture, marketing, sale, distribution, or use of the licensed product(s) and/or services that are the

subject of this Agreement, or any material breach by Sponsor of any portion of this Agreement.

- b. Team FanClub agrees to defend, indemnify, and hold Sponsor and its officers, directors, agents, and employees harmless against all costs, suits expenses, damages, and losses (including reasonable attorney fees and expenses) incurred through claims against Sponsor by third parties for infringement involving the use of Athlete NIL Rights by Sponsor based on any material representation and/or warranty made in this Agreement with respect to the ownership of Athlete NIL Rights.
- c. The indemnification obligations set forth in this Section shall survive the expiration and/or termination of this Agreement.

6. Confidentiality

The Parties acknowledge and agree that this Agreement and its terms and conditions are confidential, containing proprietary commercial and financial information of Sponsor and Team FanClub. Neither Sponsor nor Team FanClub will disclose copies of this Agreement or the terms thereof to any party for any purpose without the prior written consent of the other Party, unless the disclosure is made by any Party to its own accountants, attorneys or agents, or the disclosure is determined by a court of competent jurisdiction to be required by law.

7. Termination

- a. Team FanClub shall have the right to terminate this Agreement upon ten (10) days prior written notice to Sponsor in the event of the appearance of any of the following contingencies:
 - i. If the terms of this Agreement are inconsistent (or become inconsistent) with the NIL policies promulgated by Athlete's NCAA member institution or conference.
 - ii. Athlete(s) subject to this Agreement cease participation in collegiate athletics.
 - iii. If Sponsor is adjudicated insolvent, declares bankruptcy, or fails to continue its business of selling the Product; provided, however, that nothing contained in this Agreement shall obligate Sponsor to sell any specific quantities of Product during the Term; or
 - iv. In the event Sponsor fails to make payment to Team FanClub of any sums due pursuant to this Agreement.
- b. Either Party shall have the right to terminate this Agreement upon (30) days prior written notice to the other Party in the event either Party (including without limitation its owners, board of directors, agents, representatives, and employees) engages in any conduct that in

the other Party's good faith opinion, would reasonably and objectively bring that Party into disrepute, contempt, scandal, or ridicule in such a manner that it would have a material and adverse effect on the non-breaching Party's reputation or business interests by virtue of its association with the breaching Party.

- c. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party in the event of a breach of any provision of this Agreement (not outlined above) by the other Party, provided that, during the 30-day period, the breaching party fails to cure such breach.

8. Post-Termination Rights

- a. Not less than sixty (60) days prior to the expiration of this Agreement or immediately upon termination thereof, Sponsor shall provide Team FanClub with a complete schedule of all inventories of products/services then on hand bearing Athlete NIL Rights (the "**Inventory**")
- b. Team FanClub and Athlete agree that Sponsor, for a period of sixty (60) days (the "**Sell-Off Period**") following (the earlier of: (i) the effective date of termination, or (ii) the end of any Athlete's collegiate athletic career), shall have the right to continue to sell the products and services bearing Athlete NIL Rights created or manufactured prior to the effective date of termination. Such sales shall be made subject to all the provisions of this Agreement including the payment of Compensation that shall be due within ten (10) days after the close of the Sell-Off Period.
- c. Upon the expiration or termination of this Agreement, all rights granted to Sponsor under this Agreement shall forthwith terminate and immediately revert to Team FanClub, and Sponsor shall discontinue all use of and reference to Athlete NIL Rights.
- d. In the event of termination of this Agreement other than because of a breach by Team FanClub of its representations and warranties, all monies paid to Team FanClub shall be deemed nonrefundable. In the event of termination of this Agreement by Sponsor because of a breach of any provision by Team FanClub or Athletes pursuant to Section 8(b), Sponsor is hereby relieved of any further payment obligations to Team FanClub.
- e. In the event of termination of this Agreement by Team FanClub and Athletes pursuant to Section 8(a) or 8(b), this Agreement will terminate without any Sell-Off Period.

9. Relationship of the Parties

Team FanClub, Athlete, and Sponsor are and shall remain independent contractors. Nothing contained in this Agreement shall be construed as establishing an employer/employee, a partnership, or a joint venture relationship between Team FanClub, Athlete, and Sponsor, and Sponsor shall have no power to obligate or bind Team FanClub in any manner whatsoever.

10. Miscellaneous

- a. Notices. All notices, requests, approvals, and other communications to any Party shall be in writing and signed by a Party's authorized representative. Notices may be sent by email, except for notices of breach or demands for indemnification, which must be sent by either, certified mail or responsible courier to the address listed in first paragraph of this Agreement or such other address as either Party may indicate by at least ten (10) days' prior written notice to the other Party.
- b. Governing Law. This Agreement shall be deemed made in and shall be construed in accordance with and governed by the laws of the State of Ohio.
- c. Dispute Resolution. Any and all controversies, disputes or claims between the Parties that arise out of or relate to this Agreement shall be resolved exclusively by an arbitration to be conducted in Cincinnati, Ohio, and administered by the American Arbitration Association ("AAA"). Such arbitration proceeding shall be conducted before a single arbitrator and shall be conducted in accordance with the then current Rules of the American Arbitration Association regarding commercial disputes. If the Parties are unable to agree on the appointment of the arbitrator to resolve the dispute within thirty (30) days from the date when the request for arbitration initially has been communicated to the other Party, such appointment shall be made by the AAA. The arbitrator shall not have the right to award or include any relief, including attorneys' fees and costs incurred by the prevailing Party. The award and decision of the arbitrators shall be conclusive and binding upon all Parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction. The Parties waive any right to contest the validity or enforceability of such award. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree to first try in good faith for (30) days to settle the dispute by mediation administered by the AAA under its Commercial Mediation Procedures before resorting to arbitration. SPONSOR ACKNOWLEDGES THAT BY ENTERING INTO THESE TERMS, SPONSOR AND Team FanClub ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.
- d. Entire Agreement. This Agreement contains the complete understanding existing between the Parties and supersedes all prior written or verbal agreements or understandings (including all negotiations, term sheets, and prior drafts of this Agreement) relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except by a writing signed by authorized representatives of Team FanClub and Sponsor. This Agreement, which includes and incorporates all schedules thereto, embodies the entire Agreement of the Parties with respect to the subject matter contained in this Agreement. Any provision in this Agreement may be waived, but only in writing signed by the Party or Parties against whom such waiver is sought to be enforced.

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- e. Severability. If any paragraph, subparagraph, or part thereof shall be held invalid, the same shall be considered severable and such invalidity shall not affect the remainder of this Agreement.
 - f. Waiver. No failure on the part of any Party to this Agreement to exercise, no delay in exercising, and no course of dealing with respect to any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No waiver of any right, power, or privilege under this Agreement shall constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.
 - g. Assignability. This Agreement and all rights and duties hereunder are personal to Sponsor and shall not, without written consent of Team FanClub or Athlete, be assigned, mortgaged, sublicensed, or otherwise encumbered by Sponsor or by operation of law to any other person or entity. Upon any such attempted unapproved assignment, mortgage, license, sublicense, or other encumbrance, this Agreement shall terminate, and all rights granted to Sponsor hereunder shall immediately revert to Team FanClub and Athlete.
 - h. Signatures. This Agreement may be executed in one or more counterparts or by exchange of electronic acknowledgement on www.teamfanclub.com, or signed counterparts transmitted electronically (via DocuSign, scan/pdf or email) or by facsimile, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same original signed instrument.

Sponsor agrees fully with the Sponsors Licensing Agreement, and now both Sponsor and Team FanClub each acknowledge this Agreement to be executed.



SCHEDULE A
Team FanClub Terms of Service
(Updated & Effective September 2021)

1. Acceptance of the Terms of Service

- a. These Terms of Service are entered into by and between you (“**You**”) and Team FanClub Inc. (“**Team FanClub**” “**we,**” “**us,**” or “**our**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Service**”), govern your access to and use of the Team FanClub electronic portal, corresponding Team FanClub-supported websites, applications, or digital property that we link or refer to these Terms of Service (the “**Dashboard**”).
- b. The Dashboard is available to users who are 18 years of age or older and reside in the United States or any of its territories. By using the Dashboard, you represent and warrant that you are of legal age to form a binding contract with Team FanClub and meet all of the preceding eligibility requirements. If you do not meet all of these requirements, you must not access or use the Dashboard. In addition, you understand that certain privacy practices apply to your use of the Dashboard, and you agree that you have read and understand such privacy practices as they apply to your use of our Dashboard. For additional information, please see Team FanClub Data Security and Privacy policies.
- c. **THESE TERMS OF SERVICE CONTAIN AN ARBITRATION PROVISION IN SECTION 19. BY USING THE DASHBOARD, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF SERVICE AND OUR DATA SECURITY AND PRIVACY POLICIES THAT CAN BE ACCESSED VIA THE DASHBOARD AND INCORPORATED BY REFERENCE.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Dashboard.

2. Changes to the Terms of Service

- a. We may revise and update these Terms of Service from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Dashboard.
- b. Your continued use of the Dashboard following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check these Terms of Service frequently each time you access the Dashboard, so you are aware of any changes, as they are binding on you.

3. Your Privacy

All information that you provide to us or that we collect through your use of the Dashboard is subject to our Data Security and Privacy Policy. By using the Dashboard, you consent to all



actions taken by us with respect to your information in compliance with the Privacy Policy.

2. The Dashboard

Our Dashboard enables you to obtain information concerning the Services provided by Team FanClub and the potential licensing agreements to which you may be subject. BY USING ANY Team FanClub-SUPPORTED WEBSITE, YOU ARE REPRESENTING AND WARRANTING THAT YOU HAVE AUTHORIZATION TO UTILIZE OUR SERVICES.

2. Accessing the Dashboard and Account Security

- a. We reserve the right to withdraw or change the Dashboard, and any service or material we provide in connection with the Dashboard, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Dashboard or related content is unavailable at any time or for any period. Our Dashboard may be dependent on third party applications that we use or that you have provided. You are responsible for both: (i) making all arrangements necessary for you to access the Dashboard and (ii) ensuring that all persons who access the Dashboard using your credentials are aware of these Terms of Service and our Data Security and Data Privacy Policy and comply with them.
- b. To access the Dashboard or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Dashboard that all the information you provide on the Dashboard are correct, current, complete, and that you are authorized to disclose such information. You agree that all information you provide to register with the Dashboard or otherwise, including, but not limited to, through the use of any interactive features on the Dashboard, is governed by our Data Security and Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Data Security and Privacy Policy.

2. Mobile Device Access

To the extent you access the Dashboard through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain mobile websites or applications may be prohibited or restricted by your carrier, and not all mobile websites or applications may work with all carriers or devices.

2. Intellectual Property Rights

- a. The Dashboard and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, photographs, video, and audio, and the design, selection, and arrangement thereof) are owned by Team FanClub, Inc., its licensors, or other providers of such material and are protected by United States and

international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

- b. These Terms of Service permit you to use the Dashboard for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the materials on or through the Dashboard, except as follows: (i) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (ii) you may store files that are automatically cached by your Web browser for display enhancement purposes; and (iii) except for materials owned by third parties and except for materials that may be subject to additional or different terms, you may print or download one copy of a reasonable number of pages of the Dashboard for your own personal, non-commercial use and not for further reproduction, publication or distribution. If we provide social media features with certain content, you may take such actions as are enabled by such features.
- c. You must not: (i) modify copies of any materials from the Dashboard; or (ii) delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Dashboard.
- d. If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Dashboard in breach of the Terms of Service, your right to use the Dashboard will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Dashboard or any content on the Dashboard is transferred to you, and all rights not expressly granted are reserved by Team FanClub. Any use of the Dashboard not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark, and other laws.

2. Trademarks

The Team FanClub name, Team FanClub logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Team FanClub or its affiliates or licensors. You must not use such marks without the prior written permission of Team FanClub. All other names, logos, product and service names, designs, and slogans on the Dashboard are the trademarks of their respective owners.

2. Prohibited Uses

You may use the Dashboard only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Dashboard:

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- a. In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
 - b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personal information, or otherwise.
 - c. To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
 - d. To impersonate or attempt to impersonate Team FanClub, a Team FanClub employee, a Team FanClub agent, or another user of the Dashboard, or any other person or entity (including, without limitation, by using the email addresses or screen names associated with any of the foregoing).
 - e. To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Dashboard, or which, as determined by us, may harm Team FanClub or users of the Dashboard, or expose them to liability.

Additionally, you agree not to:

- f. Use the Dashboard in any manner that could disable, overburden, damage, or impair the Dashboard or interfere with any other party’s use of the Dashboard.
- g. Use any robot, spider, or other automatic device, process, or means to access the Dashboard for any purpose, including monitoring or copying any of the material on the Dashboard.
- h. Use any manual process to monitor or copy any of the material on the Dashboard, or for any other purpose not expressly authorized in these Terms of Service, without our prior written consent.
- i. Use any device, software, or routine that interferes with the proper working of the Dashboard.
- j. Introduce any viruses, Trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- k. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Dashboard, the server on which the Dashboard is stored, or any server, computer, or database connected to the Dashboard.

- l. Attack the Dashboard via a denial-of-service attack or a distributed denial-of-service attack
- m. Otherwise attempt to interfere with the proper working of Team FanClub's services.

Your engaging in a prohibited use may result in the termination of your right to use the Dashboard and Team FanClub's Services.

2. Monitoring and Enforcement; Termination

We have the right to:

- a. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Dashboard.
- b. Terminate or suspend your access to all or part of the Dashboard for any or no reason, including without limitation, any violation of these Terms of Service.
- c. Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Dashboard. YOU WAIVE AND HOLD HARMLESS Team FanClub INC AND ITS AFFILIATES, LICENSEES, SERVICE PROVIDERS, AND CONTRACTORS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY Team FanClub AND ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER Team FanClub INC, OR LAW ENFORCEMENT AUTHORITIES.
- d. We assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

2. Reliance on Information Posted

The information presented on or through the Dashboard is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor's use of the Dashboard, or by anyone who may be informed of any of its contents.

2. Changes to the Dashboard

We may update the content on the Dashboard from time to time, but its content is not necessarily complete or up to date. Any of the material corresponding with the Dashboard

may be out of date at any given time, and we are under no obligation to update such material.

2. Information About You and Your Visits to the Dashboard

All information we collect on the Dashboard is subject to our Data Security and Privacy Policy. By using the Dashboard, you consent to all actions taken by us with respect to your information in compliance with the Data Security and Privacy Policy.

2. Links from the Dashboard

If the Dashboard contains links to other websites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Dashboard, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

2. Disclaimer of Warranties

- a.** You understand that we cannot and do not guarantee or warrant that the services provided within the Dashboard will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Dashboard for any reconstruction of any lost data.
- b.** TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE DASHBOARD OR RELATED Team FanClub SUPPORTED WEBSITES OR ITEMS OBTAINED THROUGH THE DASHBOARD OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.
- c.** THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

2. Limitation on Liability

- a.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE

DASHBOARD REMAINS WITH YOU. NEITHER Team FanClub INC. NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE DASHBOARD WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OR WEBSITE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE DASHBOARD, OR THE INABILITY TO USE OR ACCESS A PROFILE OR ANY SPECIFIC PROFILE CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT Team FanClub INC. HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

- b. IN NO EVENT WILL Team FanClub'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE DASHBOARD EXCEED THE AMOUNTS YOU HAVE PAID FOR USE OF THE DASHBOARD, DURING THE 12 MONTH PERIOD PRECEDING THE DETERMINATION OF SUCH LIABILITY. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Team FanClub INC. AND YOU.
- c. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

2. Indemnification

You agree to defend, indemnify, and hold harmless Team FanClub Inc. its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Dashboard, including, but not limited to, any use of the Dashboard and products other than as expressly authorized in these Terms of Service, or your use of any information obtained from the Dashboard.

2. Governing Law

All matters relating to the Dashboard and these Terms of Service, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Ohio without giving effect to any choice or conflict of law provision or rule (whether of

the State of Ohio or any other jurisdiction).

2. Arbitration

The Parties agree to submit to arbitration any disputes under this Agreement in accordance with the Federal Arbitration Act and the Commercial Arbitration Rules (the “**Rules**”) of the American Arbitration Association (“**AAA**”). Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be determined by arbitration administered by AAA. The Parties agree that all arbitration awards are binding and non-appealable except as otherwise provided in the Federal Arbitration Act. Any court with jurisdiction may enter judgment upon the award rendered by the arbitrator, and the Parties agree to be bound by all details of such award. Arbitration hereunder will take place in Cincinnati, Ohio before one arbitrator. The arbitrator may not award costs and expenses of the arbitration proceeding (including, without limitation to, reasonable attorneys’ fees) to either party. The payment of fees and costs for filing any claim and/or counterclaim will be the sole expense of the party filing the claim. The arbitrator’s decision will be final and legally binding in all respects, and the Parties agree not to seek further adjudication of the arbitrator’s binding ruling. **YOU ACKNOWLEDGE THAT BY ENTERING INTO THESE TERMS, YOU AND Team FanClub ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**

2. Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE DASHBOARD MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

2. Waiver and Severability

- a.** No waiver by Team FanClub of any term or condition set out in these Terms of Service shall be deemed a further or continuing waiver of such Term or condition or a waiver of any other term or condition, and any failure of Team FanClub to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.
- b.** If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.



SCHEDULE B
Data Security Policy
(Updated & Effective July 2021)

1. Data Governance

- a. In the course of providing its services to you, Team FanClub may collect, transfer, store and use personally identifiable data provided to, collected by, or made accessible to Team FanClub by you (“**Personal Data**”). For these purposes, Personal Data may be transferred to or be accessible to (i) Team FanClub personnel as is required to perform services in accordance with this Agreement and in accordance with applicable data privacy protection laws; and (ii) third parties (including, but not limited to, courts, law enforcement, or regulatory authorities), where required by law, provided Team FanClub will provide reasonable notice to you prior to any such disclosure if legally permissible.
- b. Team FanClub shall maintain internal company-wide policies and procedures addressing the secure storage and handling of personal data, complying with generally accepted industry standards.
- c. You grant Team FanClub a non-exclusive, perpetual, irrevocable, worldwide license to use, sample, collect, and compile Personal Data in aggregated, de-identified form for the purposes of Team Fanclubs providing or maintenance of, improvement to, and operation of the Services or any new or different products or services.
- d. Team FanClub shall be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Data under its control or in its possession. Team FanClub shall: (i) keep and maintain all Personal Data in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure; (ii) not create, collect, receive, access, or use Personal Data in violation of law, rule or regulation; (iii) except as otherwise provided in this Agreement, use and disclose Personal Data solely and exclusively for the purposes for which the Personal Data, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Data for Team Fanclubs own purposes or for the benefit of anyone other than you; and (iv) not, directly or indirectly, disclose Personal Data to any person except as provided in this Agreement.

2. Privacy and Compliance

Team FanClub represents and warrants that with respect to the collection, access, storage, transfer, disposal, and use of Personal Data it shall comply with (a) all applicable governmental laws, rules, and regulations, including, but not limited to, the European Union General Data Protection Regulations, if applicable, (b) its Data Privacy Policy (attached hereto); (c) generally accepted industry standards, and (d) shall only do so if and to the extent

required to perform services pursuant to this Agreement.

3. Information Security Management Program

Team FanClub shall maintain a documented, approved and implemented information security management program to protect Personal Data from unauthorized access, acquisition, disclosure, destruction, alteration, accidental loss, misuse, or damage in accordance with generally accepted industry standard practices that include reasonable administrative, technical, and physical safeguards to protect assets and Personal Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction. The information security management program will address the following areas: risk management, security policy, organization of information security, human resources security, asset management, access control, cryptography, physical and environmental security, operations security, communications security, system acquisition, development, and maintenance, supplier management, information security incident management, information security aspects of business continuity management, and compliance.

4. Data Protection

When working with Personal Data, Team FanClub shall maintain the following:

- a. Designated security and privacy personnel and departments responsible for the development and implementation of the information security and privacy practices required by this Agreement and applicable law;
- b. Require background checks (including criminal) on its workforce;
- c. Implement reasonably appropriate security and privacy awareness training for all members of its workforce;
- d. Transfer and store Personal Data in an encrypted/secure manner;
- e. Shall not store Personal Data on unencrypted mobile devices or media, such as laptops, phones, USB drives, etc.;
- f. Implement reasonably appropriate technical safeguards to protect Personal Data, such as firewalls, intrusions detection systems, logging and monitoring systems, access control systems and encryption;
- g. Restrict access to data, applications, systems, databases, and networks to approved users with a business need/job responsibility.
- h. Reasonably timely de-provisioning, revocation, or modification of user access to Team FanClub's systems, information assets and Personal Data shall be implemented by Team FanClub upon any change in status of employees, contractors, customers, business

partners or third parties. Any change in status is intended to include termination of employment, contract, or Agreement, change of employment, transfer within the organization, or change in software as a service delivery.

- i. Maintain procedures for data retention and storage, and backup/redundancy mechanisms. Team FanClub will test the recovery of backups at planned intervals.
- j. Implement reasonable physical safeguards to restrict physical access to Confidential Information, such as restricted access requiring authentication, and appropriate environmental controls. Physical security perimeters (which may include fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) shall be implemented to reasonably safeguard Personal Data and Team FanClub's relevant information systems.

5. Audit Reports and Security Assessments

- a. Team FanClub will have at a minimum, an annual site audit of Team Fanclubs information technology general controls including, but not limited to, information security, confidentiality, and availability controls, performed by an independent third-party audit firm based on recognized audit standards. Team FanClub will make available to you for review, its audit reports after the report's publication by the independent audit firm. You agree to treat such audit reports as Confidential Information under this Agreement. Any control exceptions noted in the report or equivalent will be addressed in the report with management's corrective action. Team FanClub maintains all necessary certification and will make the certificate of registration available to you upon request.
- b. Team FanClub will have a network and application-level penetration test conducted annually. This audit shall be performed by a recognized third-party audit firm engaged by Team FanClub. Upon request, you shall be provided with a high-level executive summary of such test.
- c. You may submit general security and privacy due diligence questionnaires for completion by Team FanClub no more than annually.

6. Disaster Recovery

- a. Team FanClub shall have and implement a defined and documented business continuity/disaster recovery plan for recovery services.
- b. Such plan shall provide for reasonable physical protection against damage from deliberate attacks as well as natural causes and disasters.

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- c. Security mechanisms and redundancies shall be implemented by Team FanClub to reasonably protect equipment from utility service outages (e.g., power failures, network disruptions, etc.).
 - d. Telecommunications equipment, cabling and relays transferring data or supporting Services shall be reasonably protected by Team FanClub from interception or damage and designed with redundancies, alternative power source and alternative routing.
 - e. Such plan shall provide for appropriate backup facilities and technology that will permit transition of the services (from the previous night's backup date), with a maximum recovery time of twenty-four (24) hours from the occurrence of a disaster to be operational and accessible to you, and Team FanClub shall ensure that full recovery occurs within such 24-hour period.
 - f. Team FanClub shall conduct a test of such plan each year. You may request the annual high-level summary of the results of such test.

7. Data Breach

Team FanClub will respond to, contain, and remediate security incidents, using commercially reasonable efforts, on a 24/7 basis. Team FanClub shall notify you of security incidents as soon as practicable, but in any event within seventy-two (72) hours of becoming aware of an actual incident involving Personal Data. An "incident" is a breach of confidentiality, data integrity or a security compromise of a network or server resulting in the unauthorized access, use, transfer, or acquisition of Personal Data. Team FanClub shall inform you about incident response activities in reasonable intervals until the incident is resolved, which may include documenting and keeping you reasonably informed of all investigative and recovery efforts related to any such incidents, including discovery, investigation and containment, recovery, use of data and experience for gap identification and process improvement, mitigation plans, and cooperation with law enforcement, if legally permissible, as reasonably appropriate.



SCHEDULE C
Team FanClub Inc. Privacy Policy
(Updated & Effective July 2021)

1. Privacy Policy

This Privacy Policy describes how Team FanClub collects, holds and uses personal information from persons who visit or transact with Team FanClub via Team FanClub-supported websites (including without limitation www.teamfanclub.com) and mobile applications. We are committed to personal privacy. This policy explains how we collect information about you and how we use it to meet your needs. No transmission over the internet or any other network can guaranty cybersecurity, but we promise to protect the security of your personal information in the manner outlined below. Team FanClub reserves the right to update this policy on a periodic basis as necessary.

2. How we use your information

This privacy notice applies to personal information we obtain through our website about:

- a. Visitors to our website
- b. Athletes and sponsors
- c. Suppliers and service providers
- d. Advisers, consultants, and other professional experts
- e. Complainants and inquirers

When you visit the site, we collect certain information about your device, your interaction with the website, and information necessary to process your purchases. We also may collect additional information if you contact us for customer support. We refer to any information that can uniquely identify an individual (including the information below) as “**Personal Information**”. See the list below for more information about what Personal Information we collect and why.

3. Device information

- a. **Examples of device information collected:** version of web browser, IP address, time zone, cookie information, what sites or products you view, search terms, and how you interact with the website.
- b. **Purpose of collection:** to load the website accurately for you, and to perform analytics on website usage to optimize our website.

c. **Source of collection:** Collected automatically when you access our website using cookies, log files, web beacons, tags, or pixels.

d. **Disclosure for a business purpose:** shared with our third-party service provider.

1. Personal information

a. **Examples of Personal Information collected:** name, billing address, payment information (including credit card numbers, email address, and phone number).

b. **Purpose of collection:** to provide products or services to you to fulfill our contract, process payment information, and provide you with invoices and/or confirmations, communicate with you, screen for risk of fraud, and when in line with the preferences you have shared with us, provide you information or advertising about our products and services.

c. **Source of collection:** collected from you.

d. **Disclosure for a business purpose:** shared with our third-party service provider. We use Personal Information to offer and provide products and services, processing payments, and keeping you up to date on products, services, and offers.

1. Personal Information Sharing

We share your Personal Information with service providers to help us provide our services and fulfill our contracts with you, as described above. We may share your Personal Information to comply with applicable laws and regulations, to respond to a subpoena, search warrant or other lawful request for information we receive, or to otherwise protect our rights.

2. Cookies

A cookie is a small amount of information that is downloaded to your computer or device when you visit our website. We use a number of different cookies, including functional, performance, advertising, and social media or content cookies. Cookies make your browsing experience better by allowing the website to remember your actions and preferences (such as login and region selection). This means you do not have to re-enter this information each time you return to the website or browse from one page to another. Cookies provide information on how people use the website, for instance whether it is their first time visiting or if they are a frequent visitor.

The length of time that a cookie remains on your computer or mobile device depends on whether it is a “persistent” or “session” cookie. Session cookies last until you stop browsing; persistent cookies last until they expire or are deleted. Most cookies we use are persistent and will expire between 30 minutes and two (2) years from the date they are downloaded to your device.

You can control and manage cookies. Removing or blocking cookies can negatively impact your user experience, and parts of our website may no longer be fully accessible.

Most browsers automatically accept cookies, but you can choose whether or not to accept cookies through browser controls, often found in your browser’s “Tools” or “Preferences” menu. For more information on how to modify your browser settings or how to block, manage or filter cookies, look in your browser’s help file.

3. Do Not Track

Because there is no consistent industry understanding of how to respond to “Do Not Track” signals, we do not alter data collection and use practices when we detect such a signal from your browser. We reserve the right to revisit this format in the future.

4. Search engine

Search queries and results are logged anonymously to help us improve our website and search functionality. No user-specific data is collected by either Team FanClub or any third party in this way.

5. Dashboard security and performance

Team FanClub uses a third-party service to help maintain website security and performance. This service receives IP addresses of visitors.

6. People who contact Team FanClub via social media

If you send Team FanClub a private or direct message via social media, the message will be stored by the social media provide. We will not share it with other organizations. Please refer to the applicable social media organizations’ privacy and cookie policy for information about how they use your data.

7. If you email us

We use Secure Sockets Layer Security (SSL) to encrypt and protect email traffic. If your email service does not support SSL, any emails we send or receive may not be protected in transit. We monitor emails sent to us, including file attachments, for viruses or malicious software. You are responsible for ensuring that any email you send is proper and legal.

8. What will we do with the Personal Information provided to us?

We use your Personal Information to provide goods and services to you or your organization, let you know about goods and services in which you may be interested, and process payments. We may use your Personal Information to research our visitors’ demographics, interests, and behavior. We do this to understand our visitors better. This research is compiled

and analyzed on an aggregate, non-individualized basis.

When you provide Personal Information, such data may be sent electronically to servers anywhere in the world and may be used, stored, and processed anywhere in the world, something beyond our control. We do not share your Personal Information except as described in this policy and only for legitimate business interests of Team FanClub.

Whenever and wherever we collect, process, or use Personal Information, we take steps to ensure that it is treated securely and in accordance with our privacy policy. While no business is immune from a hacking or cybersecurity attack, we use reasonable measures to protect all data collected and used by Team FanClub and promise to treat your Personal Information as well as we protect our own.

9. Access to Personal Information

Team FanClub will be as open as possible to giving you access to your Personal Information. To determine what Personal Information Team FanClub holds about you, make a ‘subject access request’ to us. If we hold Personal Information about you, we will:

- a. give you a description of it;
- b. tell you why we are holding it;
- c. tell you to whom it could be disclosed; and
- d. provide you with a copy of the information in an intelligible form.

To request from Team FanClub any of your Personal Information, please write to Team FanClub at the following address: 4832 Cooper Road, Suite 200, Blue Ash, Ohio 45242. If you agree, we will first deal with your request informally, for example, by providing you with the specific information you need over the telephone.

1. Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your Personal Information. This does not include trusted third parties that assist in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect our or others’ rights, property, or safety. Non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

2. Third-party links

Occasionally, at our discretion, we may include or offer third-party links on our website. These third-party sites have separate and independent privacy policies. We have no

responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites.

3. GDPR

Suppose you are a resident of the European Economic Area. In that case, you may have the right to access the Personal Information we hold about you and ask that your Personal Information be corrected, updated, or erased. To do so, please contact us through the contact information below.

4. CCPA/other jurisdictions

Suppose you are a resident of California or other jurisdictions that have particular laws or regulations protecting their residents. In that case, you may have the right to access Personal Information we hold about you and to ask that your Personal Information be corrected, updated, or erased. To do so, please contact us through the contact information below.

5. Retention

When you access services through Team FanClub-supported websites, we will retain your personal information for our records unless and until you ask us to erase this information. We reserve the right to keep such information as necessary to protect our business interests (such as collecting payment if not fully made).

6. Children's Online Privacy Protection Act Compliance

We aim to comply with the requirements of COPPA (the Children's Online Privacy Protection Act). We do not collect any information from anyone under 13 years of age. Our website, mobile application, products, and services are all directed to people who are at least 13 years old.

7. Your Consent

By using our website and the Dashboard, you consent to our Data Privacy Policy.

8. Contacting Us

If you have questions about our Privacy Policy, please contact us.