

United States Curling Association Wheelchair High Performance Program Athlete Agreement

This Athlete Agreement ("Agreement") effective as of _____ (the "Effective Date"), is by and between United States Curling Association ("USCA"), a nonprofit corporation having its principal office at 5525 Clem's Way, Stevens Point, WI and the athlete (Print Name) _____ ("Athlete"), whose address is set forth below. Athlete and USCA may be collectively referred to herein as the "Parties" and each individually as a "Party."

Recitals

USCA is the national governing body for the sport of curling in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). As the national governing body, USCA is responsible for developing elite athletes with the goal of winning medals in the Olympic/Paralympic Games and other international competitions. As part of that mission, USCA has developed a High Performance Program ("HPP") to support athletes who have demonstrated the capability to be elite international athletes with potential to win medals in international competition.

Athlete desires to participate in the USCA High Performance Program (the "Program") on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

- 1. Term.** This Agreement shall commence as of the Effective Date and shall continue through and include June 30th 2017 unless earlier terminated as set forth in Section 5.
- 2. Obligations of USCA.** USCA agrees to perform the following duties and obligations:
 - (a) Respect for Athlete's Training.** In carrying out its duties and activities under this Agreement, USCA shall be respectful of, and shall use reasonable efforts to avoid interfering with, Athlete's training and competition schedules.
 - (b) Use of Image.** In no event will USCA use or authorize the use of Athlete's name, picture, likeness, voice and biographical information for the purpose of trade, including any use

in a manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission.

(c) Corporate Sponsor Networking Events. USCA shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.

(d) USCA Support Staff. USCA, through its office staff, shall be available to Athlete to coordinate all USCA Athlete activities, including programs of the USOC and its training centers.

(e) Personal Performance Gear. USCA will not prevent Athlete from using personal performance gear, as defined by the USCA in agreement with the USOC, of his/her choice in competitions and training. Further, USCA shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear in training or competitions, as long as it complies with the relevant IOC or World Curling Federation (WCF) rules regarding size and placement.

(f) Agents. USCA shall not prevent Athlete from hiring or retaining an agent.

(g) Logo Space on Uniforms or Equipment. Athletes may promote sponsors on their uniforms as allowed within the general guidelines for all participants in USCA events. HPP athletes will be allowed to display up to four sponsors their team acquires on USCA-supplied uniforms or equipment, including for official USCA or USCA sponsor events, and domestic and international events in which athletes and/or teams are entered on behalf of the USA or USCA (excepting for World Championships and Olympic/Paralympic Games, and other such events which have separate and specific apparel sponsorship rules). These sponsors must be pre-approved by the USCA will be limited to sponsors not in direct conflict with existing USCA or event-related sponsors, and at least three of the four must be providing a minimum of \$2,500 in value (75% in cash) to the team. The USCA also reserves the right to display USCA sponsors on the HPP athlete uniforms. The placement and size of sponsor logos must be pre-approved by the USCA. See Appendix D for full details.

(h) Selection to Program. Athletes will be selected to the USCA High Performance Program according to procedures as posted/distributed by the USCA. In all matters relating to team line-up, selection or removal from the Program, the decision making process rests with the National Coaching Team led by the National Team Head Coach.

3. Obligations of Athlete. Athlete agrees to perform the following duties and obligations:

(a) USCA Membership and Eligibility. Athlete is and shall remain a member in good standing with USCA throughout the Term. Athlete shall remain eligible to compete in international competition for the USA.

(b) Administrative Deadlines. Athlete shall comply with any and all applicable deadlines established by the USCA.

(c) Anti-Doping. Athlete shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), World Curling Federation (WCF), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) and United States Olympic Committee (USOC).

(d) Code of Conduct. Athlete shall abide by USCA Code of Conduct which is attached as Appendix B and incorporated into this Agreement.

(e) Championship Rules. Athlete agrees to abide by all written and published USCA championship rules, policies and procedures specific to the event(s) they are competing in.

(f) Use of Image. Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by the USCA's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USCA, under the conditions specified by the USCA (the "Footage").

Athlete grants to USCA the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the national team, and (4) promotion of the sport of curling, provided that, in no event may the USCA use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission, as further depicted in Section 2(b). Athlete understands that the USCA will exercise this right only in a group basis, i.e. applications involving the use of images of three or more Athletes.

(g) Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USCA, to promote a competition in which Athlete is participating, at no cost to the athlete.

(h) Autographed Items. Athlete shall autograph up to twenty-five (25) items, provided by USCA at its expense, which USCA may use to promote the sport and its mission,

such as items for thank you gifts, auctions, etc. These items may be provided by USCA sponsors, and would thus have sponsor's manufacturing marks on them.

(i) Training. Unless otherwise agreed by USCA in writing, Athlete shall train for peak performances at key national and international events held during the Term. Athlete's training shall be in accordance with his/her Athlete Training Plan as agreed with the National Coaching Team and staff.

(j) Commitment to Train for and Participate in 2017 World Championships. Athlete commits to USCA that it is his/her intention to train for the 2017 World Championships, as applicable, barring injury or other unforeseen circumstances. Further, provided that Athlete qualifies according to the applicable selection procedures, Athlete fully intends to compete in the 2017 World Championships, as applicable.

(k) High Performance Program authority. All athletes and teams selected to the High Performance Program will be under the direction of the National Coaching Team, led by the National Team Head Coach. In all matters relating to team line-up, selection or removal from the High Performance Program, the decision making process rests with the National Coaching Team led by the National Team Head Coach.

(l) Camps and Competition. Unless excused in writing by USCA, Athlete shall attend the events identified in Appendix A.

(m) NCAA Eligibility. If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete's responsibility to know the rules and take the necessary steps to remain eligible, including compensation, endorsement and agent responsibilities.

(n) USCA Marks and Logos. Athlete may not use or authorize the use of the USCA's intellectual property, including use of photographs, films or videos of Athlete in USCA apparel or equipment, or the marks and logos of the USCA, or terms containing "National Team" without the express written permission of USCA.

(o) Team Apparel. Athlete will wear designated USCA apparel at all official Team USA functions and events, and will not conceal or cover-up any USCA sponsor, supplier or licensee brand or other identification appearing on USCA apparel, unless directed to do so by an official of the USCA.

(p) No Other Logos on Team Uniform. Athlete is not permitted to add to the official HPP uniform or designated USCA apparel any trade name, trademark, name, logo or any other

identification of any person, company or business unless expressly provided for in this Agreement or a written waiver, or as provided in 2(g) above.

(q) Disclosure of High Performance Program Information. Any information, intelligence or materials obtained or provided to the Athlete, whether orally or in writing, during the Term of this Agreement remains the sole property of the USCA and may not be provided to any other party without the express written permission of the USCA.

4. Compensation.

(a) Travel Resource Allocation. Provided that Athlete complies with all of the terms and conditions set forth in this Agreement and established by the USOC, USCA shall assist the Athlete under the terms of the USCA's United Value-In-Kind policy attached as Appendix C.

(a) Taxes. Athlete is an independent contractor and shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. USCA shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.

5. Termination of Agreement or Suspension of Activities.

(a) Termination by USCA. If, due to breach of this Agreement, the National Team Head Coach determines that Athlete must be removed from the Program prior to the end of the Term, he/she shall do so in writing in advance of such removal.

(b) Termination by Athlete. If the Athlete wishes to leave the Program and terminate this Agreement prior to the end of the Term, he/she must provide notice, in writing to the National Team Head Coach at least fifteen (15) days prior to termination of all obligations under this Agreement.

(c) USCA acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than four (4) weeks, Athlete acknowledges and agrees that USCA may suspend the delivery of benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USCA to continue the benefits while Athlete is not training.

6. Dispute Resolution. The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws, as amended, of the USCA.

7. **AAA.** In the event that the Parties cannot resolve a dispute under Section 6 above, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the American Arbitration Association under their Commercial Rules.

8. **Miscellaneous.**

(a) **Nature of the Parties' Relationship.** It is expressly understood and agreed that, in the performance of this Agreement, USCA and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.

(b) **Intellectual Property and Ownership.** Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to USCA's trademarks, or in or to any copyright or other right in and to USCA's materials. Likewise, nothing contained herein will be construed as an assignment or grant to USCA of any right, title or interest in or to Athlete's image and personality rights.

(c) **Notices.** Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete's address set forth below.

(d) **Force Majeure.** If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

(e) **Entire Agreement.** This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

(f) **Waiver.** A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.

(g) **Severability.** If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.

(h) Governing Law. The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

USCA:

Steve Brown, Head Coach

Date: _____

ATHLETE:

Signature

Date: _____

Print Name _____

Address _____

PARENT/GUARDIAN CERTIFICATION
(For Participants under the Age of 18 as of Effective Date)

Signature

Date

Print Name & Relationship (Parent or Guardian)

Appendix A

FURTHER OBLIGATIONS of ATHLETE and/or USCA

1. Athlete shall sign and agree, no later than September 1st, 2016 to an Athlete Competition Schedule and Training Plan for the 2016-2017 season under the direction of the National Coaching Team led by the National Team Head Coach. Athlete shall consult with the National Coaching Team in putting together the Athlete Competition Schedule and Training Plan.

2. Athletes shall attend the following camps and events:
 - US Open, Utica, NY, December 2-4, 2016
 - 2016 Winter High Performance Camp (Dates and location TBD)
 - 2017 International Competitive Curling Championship (Date and location TBD)
 - 2017 World Wheelchair Curling Championships, Pyeongchang, South Korea, March 4-11, 2017
 - 2017 Spring High Performance Camp (Dates and location TBD)
 - 2017 Cape Cod Summerspiel July, 2017 (highly encouraged but not mandatory)

Appendix B

USCA Code of Conduct

ATHLETE PLEDGE

I pledge to uphold the spirit of the USCA Code of Conduct (the “Code”), which offers a guide to my conduct as a member of the USA High Performance Program (HPP). I acknowledge that I have a right to a hearing if my opportunity to compete is denied or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my participation in the HPP.

As a member of the HPP, I hereby promise and agree that I:

- will abide by all published rules related to the Team selection procedures as approved by USCA and that as a member of the HPP I am under the direction of the National Coaching Team and the National Team Head Coach;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my abilities;
- will submit to a physical examination by USCA medical personnel if my ability to compete is compromised due to physical injury and I understand that such injury may be cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the Team;
- will not commit an anti- doping violation as defined by the International Olympic Committee (IOC), the World Curling Federation (WCF), the World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA) or the United States Olympic Committee (USOC) rules;

- am not currently serving a doping violation and/or do not have a pending or unresolved doping charge;
- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;
- understand that if I require legal representation because I am accused of criminal misconduct or an anti-doping violation, or if for any other reason I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;
- will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
- am eligible to compete under the rules of the USCA, WCF, USOC and the IOC;
- am in possession of a valid USA passport, that will not expire prior to six (6) months following the conclusion of the international competition, should I be chosen for an international team that requires a passport;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect the property of others whether personal or public;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow my Team's rules, including by way of example, rules regarding curfew, required attendance at team meetings, consumption of alcoholic beverages and prohibitions on the release of confidential team information;
- will abide by the rules of the USCA and the WCF concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos;
- will act in a way that will bring respect and honor to myself, my teammates, the USCA and the United States;
- will remember that at all times I am an ambassador for my sport, my country and the Paralympic Movement;

- have read and accept this Code of Conduct. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of participating as a member of the High Performance Program;

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| ATHLETE OMBUDSMAN |
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I may contact the USOC Athlete Ombudsman, at 719.866.5000 or athlete.ombudsman@usoc.org for further information regarding my rights under this Code that are not answered by USCA.

Appendix C

USCA policy and procedures related to United Value-in-kind (VIK)

Please note that all expenses must be pre-approved by the National Team Head Coach

United Value-in-Kind (VIK)

Because a percentage of all U.S. Olympic Committee resources allocated are given to us as United VIK, either we use it fully, or we have to reduce available cash in other program/project areas.

Our National Team/Staff Program VIK Policy is:

1. All National Team program travel/training funding will be allocated as 90% cash and 10% United VIK. So there's no misunderstanding, if your team was advised that it has been allocated \$10,000, this will be recorded in our budget as \$9,000 in cash and \$1,000 in United VIK.
2. All National Team Program staff budgets are also being recorded as 90% cash, 10% VIK, and this is based both on expense budgets and salaries/stipends.
3. You are not required to have non-United flights pre-approved.

We understand that United is not always an option, but the bottom line is that a percentage of the funding provided to you is in the form of United VIK, so everyone either helps use it or the funding gets reduced.

You should be aware that all staff (including in the National Office), as well as any directors flying on USCA business make United VIK their first priority when traveling, so that we can help turn this VIK into cash to support the high performance programs. We even have directors and others who will book personal flights using United VIK and then pay the USCA for these tickets to help convert the VIK to cash.

Lastly, the 10% is only a minimum. You are welcome to go as far above and beyond this as your budget allows. In past seasons a number of teams have realized the benefits of using the United Olympic Desk and VIK (another non-public United resource to call when things go wrong during your travels).

If you have any questions, please contact Tom Doherty or Rick Patzke at the National Office (888-287-5377).

Instructions for accessing United VIK:

1. Call the USOC United Travel Desk: 800-841-0460 to arrange your itinerary ("coach airfare," per USCA Financial Policies).

2. Tell the Travel Desk that the travel is to be charged to U.S. Curling's Performance Pool VIK.
3. Alert Tom Doherty (tom.doherty@usacurl.org) and Rick Patzke (rick.patzke@usacurl.org) that you have an itinerary waiting for USCA approval.
4. The Travel Desk will send a copy of your itinerary to the USCA via email and/or fax. Per protocol established with the USOC, Sandy and Rick are authorized to approve use of the VIK, and one of them must call the Travel Desk with final approval before the ticket will be issued.
5. The USOC then reviews and approves the ticket order.
6. Once the approval and ticketing processes are completed, the ticket will be forwarded to you via email.

During times when VIK is not available, we can cover United flights booked through the Travel Desk using the USCA credit card. You would follow the same basic procedure to contact the USOC United Travel Desk, but instead of asking them to charge the ticket to VIK you would indicate payment is to be made using the credit card.

APPENDIX D

2016-2017 USCA HPP ATHLETE MARKETING AGREEMENT

Recitals

A. USCA is recognized as the national governing body for the sport of curling in the United States. As the national governing body of curling, USCA is responsible for promoting and developing this sport in the United States.

B. USCA has entered, and will enter, into sponsorship arrangements and agreements with entities who agree to pay USCA monetary or other consideration to be recognized as a sponsor or supplier of USCA.

C. USCA may provide its High Performance Program Athletes with travel and training subsidies for camps, World Curling Tour and other competitive events, national championships; and event support services including officiating, ice making, and promotions; and complete support at World Championships, among other programs and services.

D. Athlete is a competitive athlete engaged in the sport of curling and is an individual member of a club that is a member in good standing of the USCA, or is an individual member in good standing of the USCA. Athlete desires to grant USCA certain marketing rights with respect to Athlete which would allow USCA to use Athlete in the promotion of the USCA sponsors or suppliers. For purposes of this agreement, Athlete is defined as an athlete in the USCA's High Performance Program/National Team Program.

1. Definitions

A. Athlete Designated Area refers to that portion of the Equipment and Competition and Non-Competition Apparel on which Athlete is entitled to display the names and logos of Athlete Sponsors, as described in Section 8.

B. Athlete Sponsor refers to any sponsor or supplier of Athlete where the Athlete Sponsor is entitled to receive marketing or promotional benefits.

C. Competition Apparel refers to all apparel that Athletes wear while training or competing in curling as part of the National Team Program.

D. Non-Competition Apparel refers to baseball cap, hats, T-shirts, polo shirts, long sleeve shirts, shorts, fleece jacket, tear away pants, stretch pants, footwear, (including, but not limited to, winter boots), headband and turtleneck, and other items not specifically identified as Competition Apparel.

E. Protected Competitive Apparel refers to those items on the USOC Protected Competitive Apparel list, which includes footwear, gloves/mittens, and pants/slacks/kilt.

F. Apparel shall mean, collectively, Competition Apparel and Non-Competition Apparel.

G. Competition Equipment refers to all equipment that Athletes use while competing in curling.

H. Non-Competition Equipment as provided and paid for by the USCA refers to broom bags\duffle bags\equipment bags, water bottles, rocks/stones, hacks, scoreboards, time clocks, and measuring devices and other field-of-play items associated with curling and not listed as competitive equipment.

I. Protected Competitive Equipment refers to brooms, sliding devices and personal timing devices.

J. Equipment shall mean, collectively, Competition Equipment and Non-Competition Equipment.

K. Good Faith Negotiations are understood to be actively engaged communications and exchanges of interest and information between the USCA or an Athlete and a prospective sponsor/supplier.

L. USCA-Designated Area refers to that area of the Apparel and Equipment on which USCA is entitled to display the names and logos of USCA sponsors and suppliers, as described in Section 8.

M. USCA Sanctioned Events includes the Men's and Women's U.S. National Championship, U.S. Men's and Women's Club National Championships, Men's and Women's World Curling Championships, U.S. Men's and Women's Junior National Championships, Men's and Women's World Junior Curling Championships, U.S. Men's and Women's Senior National Curling Championships, Men's and Women's World Senior Curling Championships, the Continental Cup, U.S. National Wheelchair Championships, World Wheelchair Curling Championships, U.S. Mixed National Championship, U.S. Mixed Doubles National Championship, Mixed Doubles World Championship, World University Games, and any new or heretofore unnamed event in which the USCA enters a team on behalf of the USA. USCA Sanctioned Events also includes any event, competition, social gathering or assemblage directly related to the aforementioned events, excluding local and regional playoffs leading up to National Championships.

N. Primary Position shall mean the most prominent cresting/logo position in terms of visibility and location. In the event that this is unclear, the entity holding Primary Position rights shall have first choice of position on the piece of apparel or equipment in question.

O. VIK (value-in-kind) means value in product, benefits and/or services in lieu of cash payouts.

2. Agreement

A. USCA Obligations:

(i) USCA will use its reasonable efforts to work with Athlete to provide Athlete opportunities with USCA sponsors, which may include appearances and individual sponsorship agreements, provided that Athlete acknowledges that USCA does not guarantee or warrant that any such opportunities will ultimately be available; and

(ii) Athlete will have the right to display athlete sponsor logos on the Athlete Designated Areas on Team Apparel provided by the USCA, provided that any and all such displays shall be subject to the exclusivity restrictions set forth in Section 4.

B. Athlete Obligations:

(i) Athlete will display, in accordance with the instructions of USCA, USCA sponsor names and/or logos in the USCA Designated Areas on all Equipment used by Athlete, whether such Equipment is owned by USCA or is owned by Athlete, personally.

(ii) Athlete will give consideration to using in-competition competitive footwear that may be given to them by the USCA or its sponsors. The USCA acknowledges that competition footwear is considered Protected Competitive Equipment, and athlete shall have the right to use footwear supplied by another manufacturer.

(iii) Athlete will give consideration to using in-competition gloves/mittens, and pants/slacks/kilts that may be given to them by the USCA or its sponsors. The USCA acknowledges that competition footwear is considered Protected Competitive Equipment, and athlete shall have the right to use footwear supplied by another manufacturer.

(iii) Athlete will wear all designated Apparel provided by USCA or its sponsors displaying USCA sponsors during, (a) all National and World Championship competitions and related activities specified as USCA Sanctioned Events, (b) all USCA Sanctioned Event-related sponsor promotions, (c) all media events associated with a USCA Sanctioned

Event which occurs at the competition venue or within a one-mile radius of the competition venue, or which are organized by USCA, and (d) on the awards stand at any USCA Sanctioned Event and at all post-event media activities conducted at the National or World/International Championship Competition venues. Notwithstanding the foregoing, Athlete may wear Athlete-owned or supplied Apparel at non-USCA sanctioned media or promotional appearances organized by Athlete; provided, however, that Athlete agrees not to wear any Athlete-owned or supplied Apparel containing non-USCA sponsor recognition which has the appearance of a USCA or National Team uniform or bears any USCA logo or facsimile thereof.

- (iv) Athlete agrees not to make, or allow others to make, any unauthorized photographic, video, film or other pictorial, artistic or graphic reproduction of Equipment or Apparel provided to Athlete by or on behalf of USCA except for personal use by Athlete or his or her immediate family.

3. USCA-Sanctioned and USCA-Produced Competitive Events. The following shall apply with respect to all USCA Events:

A. Athlete shall have the right to display Athlete/Team Sponsor names and/or logos in the Athlete Designated Areas on the Equipment and Apparel, provided that any and all such displays shall be subject to the exclusivity restrictions set forth in Section 4.

4. Exclusivity of USCA Sponsors.

A. Athlete may display Athlete/Team Sponsor's names or logos in the Athlete Designated Areas subject to the exclusivity rights of USCA sponsors. Athlete may not display the name or logo of an Athlete Sponsor if that Athlete Sponsor is a competitor of a USCA sponsor or supplier, which shall be determined by USCA in its sole but reasonable discretion.

B. USCA will notify Athlete, through its web site www.usacurl.org and shall keep a copy on file inside the USCA main office in Stevens Point, WI, of the list of USCA's sponsors and suppliers, and their respective product and/or service categories, within ten (10) days after the date of execution of any such sponsorship or supplier agreement. Additionally, if USCA is engaged in good faith negotiations with any person or entity that may become a USCA sponsor or supplier, it may reserve on its website the product or service category applicable to such potential sponsor or supplier as a "Reserved Category," provided, within ten (10) days after such negotiations terminate, USCA shall remove the posting from its website and any other official notice location, and thereby terminate, such "Reserved Category."

C. Athlete agrees to notify USCA in writing of Athlete Sponsors, and their respective products and/or service categories, within 10 days of the date of execution of such sponsorship. In addition, prior to placing any personal sponsor's name or logo on the Athlete Designated Area, Athlete agrees to provide USCA with an exact copy of any such name or logo so that USCA may determine whether the Athlete Sponsor is a competitor of a USCA sponsor or supplier, and if the proposed name or logo otherwise complies with WCF and USCA rules and regulations. USCA agrees to make such determination within ten (10) days after receipt by USCA of the copy of such name or logo.

D. If USCA does not have a sponsorship agreement in place by Sept. 1, 2016 with a competitor of a particular Athlete Sponsor, then Athlete shall be entitled to display that Athlete/Team Sponsor's name and/or logo in the Athlete Designated Area only throughout the term of this Agreement, even if USCA subsequently enters into an agreement with a competitive sponsor or supplier, provided that Athlete has notified USCA of the Athlete Sponsor agreement and otherwise complies with the Agreement.

E. If USCA enters into a sponsorship or supplier agreement after Sept. 1, 2016, and if Athlete has not entered into an Athlete Sponsor agreement with a competitor of a USCA sponsor or supplier prior to the date USCA enters into the sponsorship or supplier agreement, then Athlete will be subject to the exclusivity of the USCA sponsorship or supplier agreement from the date of the sponsorship or supplier agreement through the end of the Term (as defined in Section 7 herein).

F. If Athlete enters into an Athlete Sponsor agreement after Sept. 1, 2016, and notifies USCA in writing of the Athlete/Team Sponsor agreement, and if USCA does not enter into a sponsorship or supplier agreement with a competitive sponsor or supplier within ten (10) days of the date of notification, then Athlete shall be entitled to display the Athlete/Team Sponsor's name or logo in the Athlete Designated Areas throughout the Term, even if USCA subsequently enters into an agreement with a competitive sponsor or supplier, provided that Athlete has notified USCA of the Athlete Sponsor agreement and otherwise complies with this Agreement.

G. Notwithstanding anything in this Section 4 to the contrary, during any period on or after Sept, 1, 2016, during which a "Reserved Category" is in effect, Athlete shall not enter into any Athlete Sponsor arrangement with any person or entity whose business relates to the "Reserved Category."

5. Promotional Appearances

A. Promotional Events. Athlete agrees to make at least two personal appearances in USCA sponsored promotional events without remuneration except for reasonable travel

costs. Such appearances will not interfere with Athlete's training, preparation or competitions. Athlete also agrees to participate in interviews and other activities as associated with USCA Sanctioned Events. Participation by Athlete at such events may not entitle Athlete to monetary compensation. The Athlete will be provided travel and lodging expenses, and per diem, as applicable.

B. Charity Events. Athlete agrees to consider participating in USCA sponsored community service programs and activities or events. Athlete will wear, *upon request, specified* USCA-provided Apparel. The Athlete agrees to learn pertinent information and to clear all speeches through the USCA prior to attending such events. The USCA will compensate the Athlete for appearance-related expenses such as travel, lodging expenses and per diem as negotiated between the Athlete and USCA, unless the Athlete agrees to waive this compensation upon request. Athlete will not be requested to make more than two (2) such appearances during the term of this Agreement.

C. USCA Sponsor Events. Upon request by USCA, Athlete will consider making up to two (2) non-competition promotional appearances on behalf of USCA for the purpose of promoting the sport at events sponsored by USCA's sponsors or suppliers (a "Sponsor Promotion"). These appearances at Sponsor Promotions are to be made without cost to Athlete and USCA, and the sponsor or supplier shall pay all of Athlete's travel, lodging and meal expenses. Unless otherwise agreed, no appearance at a particular Sponsor Promotion shall exceed two (2) days, including travel time. During all Sponsor Promotions, Athlete will wear, *upon written request, specified* USCA-provided Apparel or, if USCA has not provided Apparel to Athlete, then Athlete may wear clothing with the particular Sponsor's logo or, if not supplied by Sponsor for the appearance, the Athlete will wear clothing without logos. The Athlete agrees to learn pertinent information and to clear all speeches through the USCA prior to attending the Sponsor Promotion. USCA agrees to make best efforts to secure for Athlete from the sponsor or supplier an appearance fee for each appearance at a Sponsor Promotion according to the following appearance fee schedule:

1. Paralympic Medalist: \$2,500;
2. Paralympian: \$1,500;
3. World Medalist: \$1,250;
4. U.S. National Team Member: \$750.

D. If the Athlete decides, after consultation with the USCA, that it is not in their best interest, or interest of their team, the Athlete may decline to make specific promotional appearances and/or attend charity or sponsor events.

6. Allocation of Promotional Area. The areas for display of sponsor names and logos for all USCA Sanctioned Events referred to herein this agreement shall be divided as follows:

A. **Apparel – High Performance Program/National Team Program Apparel:** Athletes in the USCA High Performance Program/National Team Program will be provided with competitive apparel for each season. As part of the funding support for this program, the USCA will be soliciting sponsors/donors who may be recognized with logos on the National Team apparel. Athletes are allowed to have up to two personal team sponsors recognized on their apparel throughout the season, including at all USCA National Championships, utilizing approved locations (adhering to placement and sizing restrictions as denoted in the USCA Championship Rules Book) on either the right upper arm, the lower back or the side of the leg. Separate apparel and cresting restrictions apply should athletes qualify to represent USA at World, Olympic or Paralympic events.

B. **Equipment** – The USCA and athletes shall share equally the number of cresting and logo positions as deemed available and acceptable by both parties on broom bags/duffle bags/equipment bags and water bottles as provided and paid for by the USCA. Other field-of-play and event-related equipment (as partially identified in Definitions, H) shall be dedicated for use by USCA or its sponsors and suppliers.

9. **USCA and USCA Sponsor Marks Use.** Nothing contained in this agreement should be construed to authorize the use of any USCA Mark or USCA Sponsor Mark without the expressed written permission of the USCA. Further, Athlete agrees to refrain from referring to or publishing (electronically or in print) or broadcast any works of authorship created by or for USCA to imply or create improper or fraudulent endorsement by USCA of Athlete.

10. **Confidentiality.** Athlete agrees not to reveal or disclose to any person USCA's confidential information which shall include, but not be limited to, all information relating to technology, reports, inventions, discoveries, improvements, developments, devices, tools, software, video, audio, multimedia productions, marketing programs, marketing concepts, marketing plans, marketing proposals, procedures, financial information, formula, processes, plans, samples, models, drawings, compilations, methods, designs, programs, techniques and specifications, oral or in writing or in some other form, which is under the control of USCA.