

Tokyo 2020 Athlete Marketing in the United States Personal Sponsor Commitment

Thank you for supporting Olympic and Paralympic athlete marketing in the United States. This Personal Sponsor Commitment (the “Agreement”) formalizes the terms of the relationship between the United States Olympic & Paralympic Committee (“USOPC”) and the athlete personal sponsor indicated below (“APS”).

APS agrees to be legally bound by the terms of this Agreement. Reference is made to the Athlete Marketing for the Olympic and Paralympic Games Tokyo 2020 (in 2021) Rule 40 Guidance for the United States published by the USOPC on March 5, 2021 (“Guidance”). The terms of this Agreement set forth APS’ commitment to comply with the Guidance within the United States during the Applicable Games Periods (defined below).

This Agreement represents each of APS’ and the USOPC’s commitment to empowering athletes to support and celebrate their careers, without infringing on or diluting the longstanding rights afforded to Olympic, Paralympic and National Organizing Committee (“NOC”) partners and sponsors. APS and the USOPC understand and acknowledge the importance of the Agreement and adherence to its terms in support of the Olympic Charter, Olympic Solidarity, the journey of athletes around the world competing in the Games, and the unique and critical role official Olympic sponsors play in staging the Games, while enabling the growth of sport and global athlete participation. They further recognize that this Agreement is intended to prevent APS and the athletes they support from breaching – intentionally or inadvertently – Olympic Charter bye-law 40.3 which could impact the athletes’ Games eligibility and/or carry other consequences.

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows, intending to be legally bound:

1. Definitions

“The Act” means the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C.A. §220501 *et seq* as may be amended from time to time.

“Applicable Games Period” means, for the Tokyo 2020 Olympic Games, July 13, 2021 through August 10, 2021 (inclusive) and for the Tokyo 2020 Paralympic Games, such dates as are announced by the IPC.

“Athlete” means the athlete(s), team official(s) and/or other team personnel participating in the Tokyo 2020 Olympic Games or Paralympic Games (regardless of whether participating for Team USA or another country) indicated below, with whom APS represents and warrants it has a valid, direct sponsorship relationship and who has asked APS to enter into this Agreement. For purposes of this definition, “direct sponsorship relationship” includes (without limitation) sponsorship relationships contracted with Athlete directly or through intermediary agencies, but does not include sponsorship of a team or a National Governing Body (“NGB”) collectively. For clarity, an APS that is also an NGB sponsor may not use NGB marks without the NGB’s consent.

“Athlete-focused Advertising” is defined as a piece of content that includes the Likeness of an Athlete, solely in the form of (a) an athlete thanking an APS, or (b) APS recognizing an athlete’s personal story (i.e., congratulatory and well-wishing messaging).

“Campaign” is defined as any single or multiple pieces of marketing, advertising, promotional or media content or activation created by or for, and/or used by APS in the United States, which includes the Likeness of an Athlete and is distributed publicly in the United States during the Applicable Games Period.

“Generic Advertising” is defined as advertising that promotes the APS’ brand, products or services and that may include the Likeness of one or more Athlete; provided that, the only connection to the Olympic or Paralympic Games, the USOPC, the IOC, the IPC, or Team USA or an NGB is the fact the advertising uses the Likenesses of one or more Athletes.

“Likeness” is defined as a person’s image (still or moving), digital or graphic depiction, name, voice, identifying biographical data, and/or signature.

“United States” is defined as the fifty (50) States of the United States of America and the District of Columbia.

2. USOPC Commitments

A. The USOPC expressly commits to:

- Support and implement the Guidance throughout each of the Applicable Games Periods in the United States;
- Provide the opportunity for athletes and APS to engage in educational opportunities including, but not limited to: group information sessions, individual discussion(s) with USOPC athlete marketing representatives, as well as access to specific materials regarding the background of Olympic and Paralympic marketing and implementation of the Guidance; and
- Provide review of Campaign materials for Guidance compliance upon the request of APS.

B. The USOPC will not:

- Resolve disputes between the APS and Athletes.
- Guarantee that Campaign materials submitted voluntarily by APS and reviewed by USOPC will comply with applicable laws or rules other than the Guidance.

C. In consideration of APS’ commitments and performance hereunder, the USOPC grants APS permission to carry out the Campaign in accordance with the terms hereof and the Guidance, and APS acknowledges and agrees that carrying out any Campaign in the absence of this permission would constitute a breach of this Agreement and a violation of Olympic Charter bye-law 40.3.

3. APS Commitments

A. APS expressly commits that its Campaigns during the Applicable Games Periods will comply with the Guidance.

B. APS expressly commits that it will not use any Olympic or Paralympic IP in any Campaign(s) in violation of the Act or other applicable law, including:

- Olympic Symbol/Paralympic Symbol
 - Olympic/Paralympic emblems, mascots, pictogram and graphics
 - USOPC emblems: Flag/5-Rings and Flag/3-Agitos emblems
 - Words: Olympic, Olympics, Olympiad, Paralympic, Paralympics, Paralympiad
 - Tokyo 2020 (or any other Games/Host City + year reference.)
 - Names of Olympic and Paralympic Teams (e.g. Team USA, Team Great Britain)
 - Taglines associated with the Olympic and Paralympic Movement such as Citius, Altius Fortius; Spirit in Motion
 - Registered trademarks such as “Go for the Gold” and “Let the Games Begin”
 - Team USA and/or Games-branded apparel or other products
 - Olympic or Paralympic Games medals
 - Still and/or moving images from any Olympic or Paralympic Games
- C. APS Campaigns during the Applicable Games Periods should where possible, (i) be representative of a continuous campaign and an extended relationship between the APS and Athlete, and (ii) not increased in frequency or substantially changed during the Applicable Games Period as compared to prior campaigns within the Games year and/or the same period in a non-Games year. APS are not required to submit Campaign materials for review, but are welcome to do so via Athlete.Marketing@usopc.org.
- D. APS expressly commits that its Campaigns will not imply any relationship between APS or any of its products/services and Team USA, an NGB, the IOC, the IPC, the Olympic or Paralympic Games, or the Olympic and Paralympic Movements.
- E. APS expressly commits to the following during the Applicable Games Periods with respect to each and every Campaign that includes an Athlete:
- APS Campaigns will not make negative, comparative claims;
 - APS Campaigns will not imply that any product or service enhanced an Athlete’s Games performance;
 - APS Campaigns will not use the terms: Games, Winter Games or Summer Games to refer to the Olympic or Paralympic Games;
 - APS Campaigns will not use iconic Olympic or Paralympic words or imagery (including in any visual medium, such as photography, emojis, etc.), such as a torch, flame, laurel wreath, medal or podium;
 - APS Campaigns will not use the names or images of Olympic or Paralympic Games venues, either current, future or historic;
 - APS Campaigns that are Athlete-Focused Advertising will not include the Likeness of more than one Athlete.
 - APS Campaigns that are Athlete-Focused Advertising will not mention or promote APS products or services.
 - APS Campaigns that are Athlete-Focused Advertising will not contain the Likeness of more than one Athlete or more than one mention of the APS brand, name, or logo.
 - APS Campaigns that are Athlete-Focused Advertising will not be supported by paid advertising.
- F. For the avoidance of doubt, APS may:

- Disseminate Generic Advertising that complies with the Guidance, and that features the Likeness of one or more Athletes, in any and all media.
 - In compliance with the Guidance, retweet or repost a single "thank you" to that APS on the Athlete's personal social media channel, without further text or edits, during the Applicable Games Period; provided that APS must not engage in paid advertising to support retweets or reposts of Athlete "thank you" messages.
 - Issue one piece of Athlete-Focused Advertising, that only includes the Likeness of one Athlete, per Athlete via APS official social media/corporate website congratulating or recognizing that Athlete or providing well wishes in a manner that makes balanced, factual reference to the Athlete's personal story.
 - Issue separate Campaigns for each Athlete.
- G. APS will identify and provide USOPC a single point of contact for efficient and effective investigation and resolution of matters related to this Agreement.
- H. APS will seek the approval of the Athlete's National Olympic Committee/National Paralympic Committee (if other than the USOPC) with respect to any Campaign featuring the Likeness of that Athlete proposed to be distributed in the United States during the Applicable Games Period.
- I. APS will seek Rule 40 permissions to run any Campaign outside of the United States from the IOC and/or IPC, as applicable.
- J. APS acknowledges that the USOPC may share Campaign materials and its status as an APS with the IOC.

4. Representations and Warranties

Each party hereto represents and warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder and that this Agreement has been duly executed upon APS's clicking on the "I Agree" link and thereafter constitutes a binding obligation of both parties. APS acknowledges and agrees to the importance of adherence to the Guidance in balancing the needs for Athlete and APS to achieve their economic and business goals with the concomitant needs for the IOC, IPC, USOPC, and other National Olympic and Paralympic Committees to generate value and economic support for all athletes and teams to participate in the Games.

5. Term and Termination

- A. *Term.* The term of this Agreement will commence immediately on APS's acceptance of these terms by clicking "I agree" and continue through the end of the applicable Games Period as set by the IPC unless sooner terminated by the USOPC (the "Term").
- B. *Breach of Agreement.* Any violation of any provision hereof, any misrepresentation made hereunder, any material nondisclosure or omission of any material fact, or any failure to perform any obligations of APS will constitute a breach of this Agreement. In the event of a breach of this Agreement by APS, the APS will bear the liabilities arising from such breach in accordance with the provisions of this Agreement and all applicable laws. These liabilities include, but are not limited to:
- Immediate cancellation of all current Rule 40 permission for all APS Athletes, and

- The inability to obtain further Rule 40 permissions for the next two Games (i.e. Olympic Winter Games Beijing 2022 and Olympic Games Paris 2024).

Additionally, APS expressly acknowledges and agrees that failure to comply with this Agreement and/or the Guidance may jeopardize the Athlete's eligibility to participate in the Games under the terms of applicable IOC or IPC rules as enforced in the United States by the USOPC.

- C. *Right to Terminate.* In the event of a breach, the USOPC may immediately terminate this Agreement upon written notice to APS. In the event of termination, APS will immediately cease using, take down, and remove any and all Campaign materials for all APS Athletes.
- D. *Reservation of Remedies.* The USOPC reserves all rights and remedies at law or at equity in the enforcement of this Agreement, including without limitation, injunctive relief. If the USOPC seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement by APS, APS agrees that it shall not allege in any such proceeding that the USOPC's remedy at law is adequate. If the USOPC seeks any equitable remedies (including injunctive relief), it shall not be precluded or prevented from seeking remedies at law, nor shall the USOPC be deemed to have made an election of remedies.

6. Indemnity

APS will indemnify, defend, and hold harmless the USOPC, IOC, IPC and each of their respective affiliates, directors, officers, agents and representatives from any claims, liabilities, losses, costs and expenses (including reasonable legal fees and disbursements) resulting from or arising out of (a) the acts or omissions or breach of this Agreement by APS, (b) the content or subject matter of any Campaign materials, or (c) any violation of any applicable laws by APS or the Campaign.

The USOPC will indemnify, defend and hold harmless the APS and its affiliates, directors, officers, agents, and representatives from any claims, liabilities, losses, costs and expenses (including reasonable legal fees and disbursements) resulting from or arising out of any breach of this Agreement by the USOPC.

7. Compliance with Applicable Rules

APS agrees that any Campaign materials will not contain content that is contrary to the IOC Charter or principles of Olympism as set out therein or to IPC rules, or that in any manner may be deemed embarrassing, detrimental, disparaging, defamatory, slanderous or libelous to the USOPC, the IOC, the IPC, the Olympic Games, or the Olympic Movement in general. If at any time, the USOPC, the IOC, or the IPC in its reasonable good faith judgment believes that any campaign materials violate the provisions of this paragraph, then the USOPC will have the right to terminate this Agreement.

8. Enforcement, Governing Law

APS acknowledges that the Guidance sets out USOPC rights that possess special, unique, and extraordinary characteristics that make difficult the assessment of monetary damages from breach, and that irreparable injury could be suffered by the USOPC from such breach and therefore agrees that urgent injunctive and equitable relief is appropriate. The USOPC retains the right to enforce this Agreement, the provisions of The Act, and other applicable federal and state laws of the United States of America, in any court with jurisdiction. If the USOPC seeks any equitable remedies (including injunctive relief), it will not be precluded or prevented from seeking remedies at law, nor will the USOPC be deemed to have made an election of remedies. Without limiting the foregoing, APS hereby irrevocably submits to the venue and

jurisdiction of the courts of the State of New York and the courts of the United States of America located in New York, with respect to any equitable relief that is sought under this Agreement.

9. General Provisions.

- A. *Severability.* A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect will not affect any other provision of this Agreement. Thereafter, this Agreement will be construed as if the invalid, illegal, or unenforceable provision had been amended to make this Agreement valid and enforceable as originally contemplated by this Agreement to the greatest extent possible.
- B. *Survival.* The provisions of Sections 4-9 will survive the expiration or termination of this Agreement.
- C. *Waiver.* Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of that term, covenant or condition, or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times will not be deemed a waiver or relinquishment of that right or power at any other time.
- D. *Limitation of Liability.* EXCEPT FOR INDEMNITY OBLIGATIONS IN SECTION 6, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS).
- E. *Assignment.* Neither party will transfer nor assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party. No assignment will relieve either party of the performance of any accrued obligation that such party may then have under this Agreement. Any attempted assignment of this Agreement not in compliance with this section will be of no force or effect.
- F. *Binding Effect.* This Agreement will be binding upon and will inure to the benefit of the parties and their respective heirs, legatees, personal representatives, and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and will not be construed to confer upon or to give any person, other than the parties hereto, any rights or remedies.
- G. *Entire Agreement.* This Agreement, together with the Guidance, which is hereby incorporated herein, constitute the entire agreement between the parties, and there are no other representations, warranties, covenants or obligations except as set forth herein or therein. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.