

NIL LICENSE AGREEMENT

This NIL License Agreement and Annex A attached hereto (“**Annex A**”) and incorporated herein by reference (collectively, the “**Agreement**”), effective as of the date of the last signature below (the “**Effective Date**”), is entered into by and between <NAME> (“**Student-Athlete**”) and the University of Michigan, by and for its Department of Intercollegiate Athletics (“**Institution**”). Each of Student-Athlete and Institution is referred to herein as a “**Party**” and collectively the “**Parties**.” This Agreement sets forth legally binding and enforceable agreements of the Parties in consideration of the mutual promises and covenants contained herein. In consideration of the mutual promises and covenants set forth in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Name, Image and Likeness License.

a. License Grant. During the term of this Agreement, the Student-Athlete hereby grants the Institution the irrevocable, non-exclusive (except as described in Section 1d. below), royalty-free, fully paid-up, sublicensable (through multiple tiers) as described in Section 1b. below, transferrable license to use the Student-Athlete’s name, nickname, pseudonym, voice, signature, caricature, likeness, image, picture, portrait, quotes, statements, writings, identifiable biographical information, other identifiable features, and any other indicia of personal identity (*e.g.*, jersey number, social media handle, *etc.*), and “rights of publicity”/“personality rights” (individually and collectively, “**NIL**”) to promote, individually and collectively, the Institution, the Big Ten Conference, Inc. (“**Big Ten**” or “**Conference**”), the National Collegiate Athletic Association (“**NCAA**”), and sublicensees (as described in Section 1b. below), in any way, including, but not limited to (a) in photographs, sound/video recordings, clips, highlights, broadcasts, live streams, social media posts, publications or other materials, with an irrevocable authorization to copy, edit, modify, retouch, create derivative works of, sell, exhibit, publish, publicly perform and display, or distribute any and all such materials in all forms and in all media (now known or hereafter developed), and (b) as set forth in Annex A (“**NIL License**”). The Student-Athlete hereby waives any moral rights that the Student-Athlete may have in such materials. The NIL License includes the right to use the Student-Athlete’s NIL in an Individual Setting (defined below) and with one or more other student-athletes (“**Group Setting**”); provided that any use of the Student-Athlete’s NIL appearing alone without any other student-athlete (“**Individual Setting**”) to promote any third party other than the Conference or the NCAA will require the Student-Athlete’s approval.

b. Sublicense Rights. For clarity, the Student-Athlete acknowledges and agrees that the NIL License expressly includes the right to freely sublicense (through multiple tiers) any or all of the Institution’s rights under the NIL License (*e.g.*, to authorize third parties to use the Student-Athlete’s NIL to promote third-party products or services or to grant third parties the right to grant further sublicenses) to the Big Ten, the NCAA, and any and all third parties; provided that sublicensing use of the Student-Athlete’s NIL in an Individual Setting to promote any third party other than the Conference or the NCAA will require the Student-Athlete’s approval. The Student-Athlete shall not be entitled to any additional consideration, royalties, or any other payments in connection with any sublicenses of the Student-Athlete’s NIL for use in (i) an Individual Setting to promote the Institution, the Conference or the NCAA, or (ii) a Group Setting.

c. Rights After Term. Without limiting any other rights of Institution, after the expiration or earlier termination of this Agreement, the Institution and its sublicensees will (i) be permitted to sell-off any existing products incorporating the Student-Athlete’s NIL produced during the term of the Agreement, (ii) be permitted to use the Student-Athlete’s NIL in archival uses (*e.g.*, content) and historical signage, (iii) be permitted to use the Student-Athlete’s NIL for all purposes related to championship merchandising or other promotional purposes regarding championships achieved during the Term of this Agreement, and (iv) not be required to remove uses of Student-Athlete’s NIL produced during the term of the Agreement.

d. Exclusivity. During the term of the Agreement, the Student-Athlete will not use or authorize the use of the Student-Athlete’s NIL in connection with any college or university other than the Institution. Additionally, during the term of the Agreement, the Student-Athlete will not use or authorize the use of the Student-Athlete’s NIL in connection with any other exclusive categories or restricted activities identified in Annex A.

e. Rights After Eligibility. Without limiting any other rights of Institution, after the Student-Athlete’s Eligibility Period (defined below), the Institution and its sublicensees are not required to discontinue any use of the Student-Athlete’s NIL not restricted by the Settlement Agreement (defined below) (*e.g.*, content).

2. Consideration. During the term of the Agreement, and subject to the terms and conditions in this Agreement, and conditioned upon the Student-Athlete being in Good Standing¹, the Institution shall pay the Student-Athlete the License Fee and the

¹ “**Good Standing**” means the Student-Athlete meets all of the following criteria: (i) is enrolled in the Institution, (ii) is compliant with the terms of this Agreement, (iii) complies with all Institution rules, NCAA rules, Conference rules, and academic standards, and other standards, requirements and regulations set forth by the NCAA, the Conference, and the Institution, thereby being authorized to

Enhancement as set forth in Annex A (collectively the “**Consideration**”). The Student-Athlete will not be entitled to, and the Institution will have no obligation to pay any portion of the Consideration for any period(s) of time the Student-Athlete is not in Good Standing. Without limiting any rights or remedies available to the Institution, the Consideration will be reduced (on a prorated basis) to reflect the day(s) the Student-Athlete is not in Good Standing. The Institution may elect to have one or more third parties administer the payment of the License Fee and the Enhancement, or any portion thereof, to the Student-Athlete on the Institution’s behalf. The third-party administrator(s) may, on the Institution’s behalf, withhold taxes, whether federal, state, local, or otherwise owed, and may prepare or file any tax-related documents on behalf of the Institution as reasonably required by law. The Student-Athlete is solely responsible for the filing and payment of all taxes, including, but not limited to, federal, state, and local income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees that may be levied or assessed in connection with the Consideration. The Student-Athlete acknowledges and agrees that it is the Student-Athlete’s responsibility to consult with a tax professional to ensure full compliance with all tax obligations.

3. Rights and Duties Upon Transfer. The Student-Athlete acknowledges and agrees that, during the term of the Agreement, the Institution is not obligated to enter the Student-Athlete into the transfer portal or otherwise assist or facilitate the Student-Athlete’s transfer to another college or university. For clarity, and without limiting any rights or remedies available to the Institution, the Student-Athlete acknowledges and agrees that during the term of this Agreement, even if the Student-Athlete transfers to another university or college, the Student-Athlete will not use or authorize the use of the Student-Athlete’s NIL in connection with the transferee university or college, any other college or university (other than the Institution), or in connection with any additional categories or restricted activities identified in Annex A. Without limiting any other rights or remedies available to the Institution, if the Student-Athlete enters the NCAA’s transfer portal or transfers, the Institution will have no further obligation to pay any Consideration, and the Student-Athlete will not be entitled to any Consideration, from the earlier of (i) the date the Student-Athlete transfers or (ii) the date the Student-Athlete notifies the Institution of the Student-Athlete’s decision to enter the transfer portal. Without limiting any other rights or remedies available to the Institution, if the Student-Athlete transfers prior to the end of a Payment Period set forth in Annex A, the Institution reserves the right to have the Student-Athlete reimburse the Institution a prorated portion of the License Fee, equal to the amount paid by the Institution for the remainder of the Payment Period. The Institution, in its sole discretion, may agree to accept a buyout payment from a transferee school (on the Student-Athlete’s behalf) or the Student-Athlete or otherwise mutually agree to terminate the Agreement (“**Release**”). The terms of the Release will be memorialized in a separate written agreement between the Institution and the transferee school or the Student-Athlete (as applicable).

4. Compliance with Institution, Conference, NCAA, and CSC Rules. **Student-Athlete agrees to comply with all of the Institution’s, Conference’s, NCAA’s, and College Sports Commission, LLC’s (“CSC”) policies, rules, procedures, handbooks, and codes of conduct. For the avoidance of doubt, Institution’s policies, rules, procedures, handbooks, and codes of conduct, for all purposes of this Agreement shall include any such documents of the Michigan Athletic Department or the specific team(s) on which Student-Athlete participates at any time relevant to this Agreement.**

5. Third Party NIL Deals.

a. Subject to any exclusivity granted by the Student-Athlete in this Agreement, the Student-Athlete is permitted to license the Student-Athlete’s NIL to third-parties (“**NIL Deal(s)**”), provided however, that: (i) the Student-Athlete complies with the requirements of the Reporting System (defined below) and the other reporting requirements described in Section 5c, below; (ii) each NIL Deal complies with the Institution rules, Conference rules, NCAA rules, and CSC rules; and (iii) each NIL Deal complies with all of the terms, conditions, and rights granted in this Agreement.

b. Prohibited Categories. The Student-Athlete agrees not to authorize any third party to use the Student-Athlete’s NIL in connection with any of the following categories, which are agreed by the Student-Athlete to be likely to cause irreparable harm to the Institution’s reputation (“**Prohibited Categories**”): (i) alcohol, tobacco, e-cigarettes, or any other controlled substances or NCAA-banned supplements; (ii) adult entertainment; (iii) gambling, sports wagering, or other games of chance for stakes or wagers; (iv) associations with products, services, or activities that are deemed illegal or involve dishonest, deceptive, or unethical practices; (v) entities or individuals that espouse discrimination, hate speech, or violence; or (vi) any other category the Institution, in its reasonable discretion, determines will dilute or harm its reputation or the goodwill of the Institution or its intellectual property.

c. Reporting. The Institution, Conference, NCAA and CSC have established dedicated entities, a clearinghouse, cap management platform, and reporting requirements to regulate, manage, monitor, and adjudicate student-athlete NIL deals (collectively, the “**Reporting System**”). The Student-Athlete acknowledges and agrees to comply with the requirements and terms and conditions of the Reporting System, including, but not limited to, any dispute resolution procedures. For clarity, and without limiting the foregoing, the Student-Athlete will report each NIL Deal with a total value of six hundred dollars (\$600) or more (including any terms required to

participate in collegiate-level athletic competitions sanctioned by the NCAA, Conference, and Institution, (iv) is academically and athletically eligible to compete during the sport’s designated NCAA competition season(s), and (v) is on the active roster of the Team(s).

comply with the Reporting System or as requested by the Institution) to (i) the Institution, (ii) any parties identified by the Institution, and (iii) any parties necessary to comply with the Reporting System. The Student-Athlete acknowledges and agrees that any failure to report any NIL Deal in accordance with this Section 5c. shall be deemed a material breach of this Agreement and, without limiting any rights or remedies available to the Institution, shall render the Student-Athlete not in Good Standing.

6. BNIL. The Student-Athlete acknowledges and agrees that the Institution expressly denies, and that nothing herein should be read to acknowledge, the existence of any broadcast name-image-and-likeness (*i.e.*, “BNIL”) right. To the extent that any court of competent jurisdiction determines and/or to the extent that any relevant legislative body passes a law providing that the Student-Athlete has any “BNIL” rights, then the Institution, Conference, NCAA, and the NCAA’s other member conferences and institutions, and entities to which rights to broadcast and otherwise distribute college athletic games and competitive athletic events are licensed by the Institution, Conference, NCAA and its other member conferences and institutions, shall be deemed to have been granted a license to exercise all such rights in connection with the Student-Athlete’s “BNIL.”

7. Broadcast. The Student-Athlete will not contest the rights of Institution, the Conference, the NCAA, or their broadcast licensees to (i) telecast, broadcast, or otherwise distribute or transmit, on a live, delayed, and/or archived basis, in any and all media now known or hereafter developed, any and all college games and competitive events, including clips and highlights thereof, (ii) produce, license, offer for sale, sell, market, or otherwise distribute or transmit on a live, delayed, and/or archived basis, broadcasts and other electronic or digital distributions of any such collegiate athletic games or competitive athletic events, and clips and highlights thereof, in any and all media now known or hereafter developed, including, but not limited to electronic or digital media, and (iii) use, employ, or otherwise transmit or publish the Student-Athlete’s NIL for the purpose of promoting the telecasts, broadcasts, and other electronic or digital distributions of games and competitive events, including distribution of clips and highlights thereof.

8. No Pay-for-Play. The Parties understand and expressly agree that the Consideration is not provided in exchange for the Student-Athlete’s commitment to participate in the Institution’s Intercollegiate Athletics Program (*i.e.*, not “Pay-for-Play”).

9. Discretion to Operate Program (Waiver). The Institution has complete discretion to operate its athletic program, including to decide if, and to what extent, the Student-Athlete is a member of the Team(s), participates in events, games, and matches. ***The Student-Athlete hereby irrevocably releases, waives, forever discharges, and covenants not to sue the Institution, NCAA, Conference, CSC and their respective affiliates, governing boards, directors, employees, representatives, agents or otherwise, from, and forever waives, any and all claims to the fullest extent permitted by law, against the Institution, NCAA, Conference, CSC, or their respective affiliates, governing boards, directors, employees, representatives, agents or otherwise resulting from an Student-Athlete’s lack of playing time or any other decision regarding the Student-Athlete’s role, or impacting Student-Athlete’s performance, or prohibiting the Student-Athlete from participating in the program’s events, games or matches, including any claim that the Student-Athlete’s NIL value was harmed or any third-party NIL deals were affected by any action or inaction or compliance with the rules of the Institution, NCAA, Conference, CSC or their respective affiliates, directors, employees, representatives, agents or otherwise.***

10. No License to Institution IP. The Student-Athlete will not use or authorize the use of any of the Institution’s intellectual property without entering into a separate written agreement with the Institution that expressly addresses and authorizes such third-party use.

11. No Employment (Waiver). This Agreement does not create a fiduciary relationship between the Parties, and nothing in this Agreement is intended to make or makes either Party an agent, legal representative, subsidiary, joint venture, partner, employee or servant of the other for any purpose whatsoever (unless otherwise agreed between the Parties). The Student-Athlete further acknowledges and agrees that notwithstanding any other provision of law or agreement to the contrary, the Student-Athlete is not, and shall not claim to be, an employee of the Institution. ***The Student-Athlete hereby irrevocably releases, waives, forever discharges, and covenants not to sue the Institution, NCAA, Conference, CSC, and their respective affiliates, governing boards, directors, employees, representatives, agents or otherwise, from, and forever waives, any and all claims to the fullest extent permitted by law, against the Institution, NCAA, Conference, CSC, and their respective affiliates, governing boards, directors, employees, representatives, agents or otherwise resulting from any claim that the Student-Athlete is an employee of the Institution, including, but not limited to, as a result of this Agreement or the Institution serving as a marketing agent as set forth in Annex A.***

12. Conditions Precedent. The following are conditions precedent to the Institution’s obligation to pay the Consideration: (a) the Student-Athlete being admitted to and enrolling at the Institution as a full-time student and attending classes no later than August 25, 2025, and (b) the Student-Athlete being in Good Standing (collectively, “**Conditions Precedent**”). For the sake of clarity, other than with respect to the Institution’s obligation to pay the Consideration, this Agreement shall be in full force and effect and is not conditioned upon any Conditions Precedent.

13. Representations, Warranties and Covenants. Each Party represents and warrants that: (i) it has the right, power and authority to enter into and perform its obligations under this Agreement; and (ii) when executed and delivered (whether in hard copy or electronically) by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable

against such Party in accordance with its terms subject to the conditions precedent as described in Section 12. Student-Athlete further represents, and covenants that: (i) Student-Athlete has the full legal right, power, and authority to enter into this Agreement and to grant the rights and licenses in this Agreement without violating the rights of any third party; (ii) Student-Athlete has not previously made, and after the Effective Date will not make, any agreement that conflicts with this Agreement; (iii) Student-Athlete will not make, any similar commitment (e.g., execution of a letter of intent) to enroll at and/or compete in athletics for another college or university.

14. Morals Clause. The Student-Athlete agrees not to engage in any conduct or activity that is unlawful or that would harm the image, reputation or goodwill of, or bring disrepute, contempt, scandal, or ridicule upon, the Student-Athlete, the Institution, Conference NCAA, or CSC, or that would insult or offend the general public or any community standards. Such prohibited conduct includes, but is not limited to, activities related to drugs, alcohol abuse, sexual misconduct, illegal gambling, felonious conduct, and crimes of moral turpitude, or using or the authorizing use of the Student-Athlete's NIL in connection with the Prohibited Categories (the provisions of this Section are referred to herein as the "Morals Clause").

15. Entire Agreement. Except as set forth in Section 25 (Subservience) below, this Agreement contains the entire understanding among the Parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to such subject matter. This Agreement may be modified or amended only by written agreement executed by both Parties.

16. Term; Termination.

a. Term. This Agreement shall commence on the Effective Date and continue in full force and effect until the earlier to occur of: (i) the end of the Eligibility Period², (ii) the "Term End Date" specified in Annex A, (iii) the date the Student-Athlete signs a contract to play professional athletics rendering the Student-Athlete "ineligible" under NCAA Rules to compete in the Student-Athlete's intercollegiate sport(s)³ ("Turns Pro"), or (iv) the date the Agreement is terminated in accordance with Section 16b.

b. Termination. Without limiting any other rights or remedies available to the Institution, the Institution may terminate this Agreement immediately upon written notice to the Student-Athlete if the Institution determines, in its sole discretion, that: (i) the Student-Athlete breached any representations, warranties, or other terms of this Agreement and (1) the Institution determines (in its sole discretion) that such breach is not capable of being cured, or (2) the Student-Athlete has not cured such breach within ten (10) days, if the Institution deems (in its sole discretion) that such breach is capable of being cured; (ii) the Student-Athlete was convicted of, or entered a plea of guilty or no contest to, any criminal offense; (iii) the Student-Athlete entered the transfer portal, transferred, or is otherwise no longer on the Institution's Intercollegiate Athletics <SPORT> team(s) ("Team(s)"); (iv) the Student-Athlete violated the Morals Clause, Institution rules, Conference rules, NCAA rules, CSC rules, or engaged in any conduct that is likely to tarnish the reputation or goodwill associated with the Institution/Conference/NCAA/CSC or the Student-Athlete's NIL; (v) the Institution (in its sole discretion) agrees to a Release (as described in Section 3 above); and/or (vi) there is a Change of Law⁴.

c. Effect of Termination. Upon termination of this Agreement, the Institution will have no further obligation to pay any Consideration, and, without limiting any other rights or remedies available to the Institution, the Student-Athlete will reimburse the Institution, or cause the Institution to be reimbursed, a prorated portion of the License Fee (equal to the amount already paid by the Institution for the remainder of the Payment Period) within thirty (30) days of termination. Any provision that by its nature is meant to survive the expiration or earlier termination of this Agreement will survive, including, but not limited to Sections 1c, 1e, 3, 6-11, 16c, 17, 19-27. If the Agreement expires on a Term End Date, the following addition Sections will survive until the Student-Athlete is no longer enrolled in the Institution: Sections 4, 5b, 5c, and 14.

17. Confidentiality. Without the Institution's prior written approval, the Student-Athlete will not, in any way, directly or indirectly, communicate or disclose any information about the terms or conditions of this Agreement to any third party except (a) to the Student-Athlete's parents, guardians, attorneys, or other competent representatives ("Representatives"), and (b) as otherwise required under this Agreement, the Settlement Agreement (defined below), applicable law, or NCAA or Conference rules, policies or procedures. The Student-Athlete will be responsible for any breach by the Representatives of these confidentiality obligations. This provision will survive termination or earlier expiration of this Agreement for a period of five (5) years. The Student-Athlete acknowledges and agrees that the Institution is permitted to disclose information about the terms and conditions of this Agreement to third parties, including in connection with the Reporting System or as required by applicable law.

² "Eligibility Period" means the finite time span as determined by the NCAA, typically five academic years, during which a student-athlete may compete in competition in a particular sport in an Intercollegiate Athletics Program, as may be updated by the NCAA from time to time.

³ For clarity, if a Student-Athlete plays multiple intercollegiate sports, the Student-Athlete Turns Pro only after the Student-Athlete signs contracts rendering the Student-Athlete "ineligible" to compete in each and every such intercollegiate sport.

⁴ "Change of Law" means a change, occurring after the Effective Date, in any applicable law, regulation, or interpretation thereof by any court of law or other governing body having jurisdiction, which frustrates the principal purpose of this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original as against any Party whose signature appears thereon, and all of which together will constitute one and the same instrument. This Agreement will become binding when one or more counterparts hereof, individually or taken together, bear the signatures of all of the Parties reflected hereon as the signatories. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, email or other electronic transmission will be effective as delivery of a manually executed counterpart hereof.

19. Governing Law. This Agreement will be construed in accordance with the laws of Michigan.

20. Dispute Resolution. If a dispute between the Parties related to this Agreement arises, the Party initiating the dispute will provide written notice to the other Party detailing the points of dispute (the "Dispute Notice"). The Party receiving the Dispute Notice will have ten (10) days from receipt of the Dispute Notice to cure ("Cure Period"). If the Party receiving the Dispute Notice fails to cure within the Cure Period, the Parties will attempt to resolve the dispute by good faith negotiations for twenty (20) days following the Cure Period, during which time neither Party will be permitted to commence any litigation with respect to the matter ("Resolution Period"). After the conclusion of the Resolution Period, the Parties are free to commence a legal proceeding in a court of competent jurisdiction in the state where the Institution is domiciled.

21. Indemnification. The Student-Athlete shall indemnify, defend, and hold harmless the Institution, the Big Ten, and their respective licensees and sublicensees, affiliates, and their respective officers, governing boards, directors, employees, agents, successors, and assigns from and against any and all claims, damages, liabilities, costs (including reasonable attorneys' fees), and expenses arising out of or related to (i) a breach by the Student-Athlete of any obligations, representations, warranties, or covenants, or other terms in this Agreement; (ii) the use of the Student-Athlete's NIL in accordance with the terms of this Agreement; and (iii) the Student-Athlete's failure to properly report or pay any taxes or fees due on the Consideration.

22. Limitation of Liability. THE STUDENT-ATHLETE ACKNOWLEDGES AND AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE NCAA, INSTITUTION, CONFERENCE, CSC, OR ANY OF THEIR RESPECTIVE AFFILIATES, OR ANY OF THEIR RESPECTIVE GOVERNING BOARDS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF PROFITS, GOODWILL OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

23. International Students. If the Student-Athlete is an international student, Exhibit 1 is incorporated herein by reference.

24. Third Party Beneficiaries. The Big Ten will be deemed a third party beneficiary of this Agreement, and will have the right to enforce this Agreement directly to the extent it may deem necessary or advisable to protect its rights.

25. Subservience. This Agreement and all benefits owed and rights granted to Student-Athlete under this Agreement are subject and subordinate to and limited by (a) the Stipulation and Settlement Agreement resolving the litigation captioned In re: College Student-Athlete NIL Litigation, Case No. 4:20-CV-03919 (N.D. Cal) (as finally approved by the court on June 6, 2025) (the "Settlement Agreement"), and (b) the NCAA, Conference, CSC, and Institutional rules, policies and procedures. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the provisions of any of the foregoing (a)-(b), the latter will govern.

26. Assignment. The Student-Athlete shall not assign or transfer this Agreement, in whole or in part, or any of the Student-Athlete's duties or obligations under this Agreement to any person or entity. Any assignment in violation of this provision will be null and void. The Institution may transfer this Agreement, in whole or in part, or its duties and obligation under this Agreement to any person or entity, with or without the Student-Athlete's consent.

27. Miscellaneous. The Student-Athlete acknowledges and agrees that this Agreement was entered into in compliance with all applicable laws. The provisions of this Agreement will, where possible, be interpreted so as to sustain its legality and enforceability. In the event that any provision of this Agreement is declared by any court or other judicial or administrative body to be invalid, illegal, or unenforceable, or will be or becomes illegal or invalid under applicable law or regulation, such provision of this Agreement nonetheless will be ineffective only to the extent of such illegality, unenforceability or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement. Except as set forth in Section 24 above, this Agreement is solely for the benefit of the Parties and may not be relied upon or enforced by any third party.

[SIGNATURE PAGE FOLLOWS]

I understand that by signing below I certify, acknowledge, and agree that:

- I have read the entire Agreement and Annex A (and Exhibit 1 for International students).
- I was granted a fair and ample opportunity to seek advice of counsel, and have a lawyer, parent, guardian or other competent representative assist in discussions regarding entering into this Agreement and Annex A (and Exhibit 1 for International students), including the opportunity to review, comment on, and advise regarding, this Agreement and Annex A (and Exhibit 1 for International students).
- *I hereby expressly waive to the fullest extent permitted by law any claim arising from not enlisting the assistance of a parent, guardian, lawyer, or other competent representative in connection with this Agreement and Annex A (and Exhibit 1 for International students).*
- I fully understand, accept and agree to be bound by the terms and conditions in this Agreement and Annex A (and Exhibit 1 for International students).

I understand that by signing below I also give my consent to the signing Institution to disclose:

- any documents or information pertaining to this Agreement and Annex A (and Exhibit 1 for International students) including, but not limited to, details of the Consideration, to authorized representatives of the Conference, the NCAA, CSC, and any third party authorized by any of them including, but not limited to, any parties in connection with the Reporting System; and
- my name and personally identifiable information from my education records to a third party as necessary to comply with Institutional, Conference, NCAA, or CSC rules, policies, procedures, handbooks, and codes of conduct, or the Settlement Agreement, or as otherwise required by applicable law, without such disclosure constituting a violation of my rights, including my rights under the Family Educational Rights and Privacy Act.

My signature on this Agreement nullifies any agreements, oral or otherwise, which would release me from the conditions stated within this Agreement.

“Student-Athlete”

Name:

Date:

NCAA ID:

Acknowledged and accepted:

“Institution”

Name: Warde Manuel

Title: Athletic Director

Date:

EXHIBIT 1 TO NIL LICENSE AGREEMENT
INTERNATIONAL STUDENT-ATHLETE

This Exhibit 1 to the NIL License Agreement by and between [NAME] (“Student-Athlete”), an international student-athlete who has been or is expected to be admitted to the United States on a F-1 or other nonimmigrant student visa, and the University of Michigan, by and for its Department of Intercollegiate Athletics (“Institution”) and dated [DATE] (the “Agreement”) is entered into by Student-Athlete and Institution and is fully incorporated into the Agreement.

The Agreement, Annex A to the Agreement and this Exhibit 1 (hereafter collectively referred to as “the Agreement”) constitute the entire agreement and understanding between the Student-Athlete and Institution as to the matters addressed therein. Except as amended or restated herein, the Agreement remains at all relevant times in full force and effect.

1. Scope and Purpose of NIL License Consideration. It is the intent, understanding and agreement of the parties that all Consideration paid to Student-Athlete pursuant to the Agreement is solely for the passive uses of Student-Athlete’s NIL and is not compensation for Student-Athlete’s performance of any services or labor. The Consideration is exclusively conditioned upon Student-Athlete remaining in Good Standing as defined in the Agreement, including maintaining lawful non-immigrant status under U.S. immigration law. Student-Athlete shall not be required or obligated to participate in any activity that is not required to maintain Good Standing as defined in the Agreement.

By way of example, Student-Athlete may from time to time during the Term be offered the opportunity but is not obligated under the Agreement to participate in various team-related promotional activities (e.g. media days, press conferences, interviews, video shoots, social media posts, merchandise signing). The Consideration set forth in the Agreement for use of the Student-Athlete’s NIL is not conditioned or premised upon Student-Athlete’s participation in such voluntary team-related activities or any other activity not required to maintain Good Standing. Student-Athlete’s participation in any promotional activities offered by or on behalf of the Institution is strictly voluntary and optional at Student-Athlete’s sole discretion.

2. Compliance With Requirements of Nonimmigrant Visa Status. Student-Athlete is solely responsible for ensuring that any activities undertaken by Student-Athlete do not constitute conduct which may violate the terms of Student-Athlete’s non-immigrant visa status. It is the intent and understanding of the parties that the rights granted and Consideration provided by the Agreement shall apply and are in effect only to the extent permitted under the Student-Athlete’s non-immigrant student visa status and U.S. immigration law. Student-Athlete is solely responsible for complying with all applicable rules and conditions of their immigration status and accepts responsibility for any resulting immigration consequences. To the greatest extent permitted by law, Institution is not liable for any determination that Student-Athlete’s conduct or activities are impermissible under or inconsistent with the limitations of Student-Athlete’s nonimmigrant student visa status and Student-Athlete shall indemnify, hold harmless, and release Institution from and against any claims, demands or liabilities arising from an assertion, claim or determination that Student-Athlete has violated the requirements of their visa status.

Student-Athlete acknowledges that Institution recommends that Student-Athlete consult with their own immigration legal counsel and Student-Athlete has had the opportunity to consult with legal counsel regarding impacts on Student-Athlete’s immigration status.

3. Consideration Payments and Tax Withholding. The parties expressly intend and agree that any payments of Consideration contemplated by the Agreement are not intended to be wages, salary or other remuneration for the performance of any service or labor by the Student-Athlete. All Consideration shall solely be payment for Student-Athlete’s grant of the license to use their NIL. As such, projected taxes on the Consideration shall be withheld based upon the appropriate income classification. Institution shall or shall cause a third party service provider to, withhold taxes as necessary pursuant to U.S. federal income tax law or other relevant legal authority, but in no event shall the amount of such withholding exceed the maximum possible tax liability to Student-Athlete under applicable law as reasonably understood by Institution or the third party service provider.

Student-Athlete understands and agrees that they are solely responsible for complying with all applicable laws concerning the taxation of Consideration received pursuant to the Agreement. Student-Athlete accepts sole responsibility for any resulting

tax liability or consequences and acknowledges that they may consult with a tax advisor(s) of their own choosing regarding potential tax liability and consequences.

Except as modified herein, the NIL License Agreement and Annex A thereto remains in full force and effect. The NIL License Agreement, Annex A and this Exhibit 1 constitute the entire agreement and understanding between the Student-Athlete and Institution, and supersede and replace any and all prior verbal or written agreements or understandings as to the matters addressed therein.

“Student-Athlete”

Name:

Date:

NCAA ID:

“Institution”

Name: Warde Manuel

Title: Athletic Director

Date:

ANNEX A
SUMMARY OF KEY TERMS

NIL License Fee (Cash)	Payment Period	Dates	Amount	Payment Date
	1			
	2			
	3			
	4			
	5			
	6			
	7			

Merchandise Rights	The NIL License includes the exclusive right to sell merchandise (jerseys, hats, keychains, etc.) incorporating Student-Athlete’s NIL where co-branded with University of Michigan marks or otherwise styled in a manner to cause potential confusion as to co-branding.
Marketing Agent	Student-Athlete acknowledges that Institution or its mult-media rights partner may, from time to time, notify Student-Athlete of license and/or endorsement opportunities under negotiation and in which Student-Athlete may participate, subject to approval by Student-Athlete.
Exclusive Categories (NIL License)	<p>The NIL License will be exclusive in connection with universities/colleges (public or private), and</p> <p><input type="checkbox"/> All Categories</p> <p><input type="checkbox"/> Additional Exclusive Categories:</p> <p><input checked="" type="checkbox"/> Other Restrictions: Student-Athlete is not permitted to use any University of Michigan trademarks, marks, logos, name, nicknames, or other indicia associated with the University of Michigan or Michigan Athletics relative to their NIL activities. Student-Athlete is not permitted to use any University of Michigan or Michigan Athletics facilities, or images or references to the names or nicknames of such facilities relative to their NIL activities. Student-Athlete may not use, wear or otherwise provide exposure to any third party NIL sponsor’s products or services during any team activities. Student-Athlete shall not use or promote any products or services of any third party NIL sponsor in any manner that could cause confusion in the marketplace as to the University’s participation in the sponsorship.</p>
Declaration of Exclusive Agreement(s)	<p><input type="checkbox"/> Student-Athlete has the following exclusive name, image, likeness agreements with individuals or entities outside of those with the Institution:</p> <p><input type="checkbox"/> Student-Athlete <u>does not</u> have exclusive name, image, likeness agreements with individuals or entities outside of those with the Institution.</p> <p>Student-Athlete must seek prior approval from, and disclose to, the Institution’s Athletic Department any and all exclusive name, image, and likeness agreements during the term of this Agreement. Failure to do so will be deemed a material breach of the Agreement and, without limiting any rights or remedies available to the Institution, will render the Student-Athlete not in Good Standing.</p>
Appearances	<p>This identifies some of the activities that Student-Athlete may be asked, but is not obligated, to perform in connection with the NIL License:</p> <ul style="list-style-type: none"> ● Media Days, Press Conferences, Interviews, Video Shoots, Social Media Posts, Merchandise Signing
Term	<input checked="" type="checkbox"/> _____”Term End Date”