

## **NIL DONOR LICENSE AGREEMENT**

(Group License)

**THIS LICENSE AGREEMENT** (this “**Agreement**”) is entered into by and between NIL Donor Inc. having its principal place of business at 4832 Cooper Road, Suite 200, Blue Ash, Ohio 45242 (“**NIL Donor Inc.**”) and \_\_\_\_\_, an individual, with an address of \_\_\_\_\_ (“**Athlete**”). NIL Donor Inc. and Athlete are sometimes referred to herein each as a “**Party**” and collectively as the “**Parties.**”

### **RECITALS**

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

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

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

### **AGREEMENT**

1. **Services.** Subject to the standard terms of service outlined in **Schedule A**, NIL Donor Inc. will make available a non-exclusive and non-transferable right to the Athlete to access and use an electronic portal accessible via any present (or future) application platform (including without limitation desktop, cloud-based, or mobile applications) (the “**Dashboard**”) to assist Athlete in the group licensing of Athlete’s NIL Donor Inc. rights from product and service endorsements, appearances, media campaigns or any other area where Athlete’s talent and/or celebrity is utilized for compensation. The Dashboard will:
  - a. Identify (i) Donors offering licensing and endorsement opportunities and (ii) potential conflicts with licensing agreements involving third-party rights holders, National Collegiate Athletic Association (“**NCAA**”) member institutions, or conferences.
  - b. Provide up-to-date information regarding compliance with NIL Donor Inc. regulations and

policies promulgated by conferences, NCAA member institutions, applicable state legislatures, national governing bodies (“NGBs”), and the NCAA; and

- c. Facilitate payment to Athletes from Donors who enter into NIL Donor Inc. group licensing agreements involving athletes, according to the Payment Services guidelines outlined in **Schedule B** of this Agreement. These services include without limitation the use of a third-party service provider to (i) maintain an escrow account for revenue received for the Athlete,

(ii) manage the periodic disbursement of revenue to the Athlete, and (iii) withhold related account management fees, administrative fees, insurance, and income taxes. For clarity, such disbursements under this section only shall be made to Athletes who reside and have bank accounts in the United States.

2. **Grant of Rights.**

- a. NIL Donor Inc. represents that it has been duly appointed and is acting on behalf of athletes who seek to enter into a group licensing Agreement with Donor (individually “**Athlete**” or collectively “**BSH-Athletes**”) and that in such capacity, NIL Donor Inc. has the right to grant the rights and licenses described herein.

- b. Subject to the terms and conditions outlined in this Agreement, **NIL Donor Inc.** grants to the donor a non-exclusive and non-transferable right and license during the Term of this Agreement and within the world (the “**Territory**”) to use Athlete BluStar Hotel Inc. Rights in connection with the following advertisement, marketing, or promotion activities: Please check the box or boxes interested in below: No acceptance is guaranteed. **All items listed below will require a monthly or one-time fee.**

	Appearance (Virtual)		Read to Lead Appearance Grade (4-9)		Sunday Football & Food
<b>X</b>	BSH or Donor Social Media Repost		Special Appearance		Streaming Friends (Netflix, Amazon Prime, Hulu, Others)
<b>X</b>	Blue Star Hotel		Golf Outing	<b>X</b>	Share Media Reach
	BSH Autograph		Individual Autographs		

- c. The list of athletes with whom NIL Donor Inc. has licensing authorization is available to Donor via an electronic portal accessible via any present (or future) application platform (including without limitation desktop, cloud-based, or mobile applications) (the “**Dashboard**”) and subject to the standard terms of service outlined in **Schedule A.**

- d. It is understood and agreed that NIL Donor Inc. and Athletes shall retain all rights, title, and interest to Athlete NIL Donor Inc. Rights except as licensed in this Agreement. Moreover, this Agreement shall not prevent an individual Athlete from using, permitting, or licensing

others to use Athlete NIL Donor Inc. Rights within any media platform.

- e. NIL Donor Inc. makes no representation that it has the authority to grant or utilize the images, symbols, insignias, logos, other identifying names, or marks of the NCAA member institutions or conferences for which Athletes are affiliated. It is understood by the Parties that the Athlete NIL Donor Inc. rights are not to be used in conjunction with any symbols, insignia, logos of the rights holders, NCAA member institutions, or conferences of Athlete or Athletes, in the exercise of the license granted in this Agreement, **it will be the sole responsibility of Donor to obtain such license**
3. Standard of Performance NIL Donor Inc. represents and warrants that it has the necessary knowledge, experience, abilities, skills, and resources to perform its obligations under this Agreement and agrees to perform its obligations under this Agreement professionally, consistent with prevailing industry standards and practices, including but not limited to, regulations and policies promulgated by applicable state legislatures, NGBs, NCAA member institutions, and the NCAA.
4. Licenses and Permits; Compliance with Law. NIL Donor Inc. represents and warrants that it has all licenses and permits necessary, including those outlined by applicable state legislatures, NCAA member institutions, conferences, NGBs, and the NCAA, to conduct business and perform its obligations under this Agreement, and agrees to comply with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its duties under this Agreement.
5. Confidentiality. The Parties acknowledge and agree that this Agreement and its terms and conditions are confidential, containing proprietary commercial and financial information of Athlete and NIL Donor Inc. Neither Athlete nor NIL Donor Inc. will disclose copies of this Agreement or the terms thereof to any party for any purpose without the prior written consent of the other Party unless the disclosure is made by any Party to its accountants, attorneys, or agents, or the disclosure is determined by a court of competent jurisdiction to be required by law.
6. **Compensation. Athlete Compensation is paid monthly in (10) equal payments. Athlete agrees to attest monthly that they are eligible to receive these monthly payments by the 14th of every month. Athletes agree that if they do not affirm their eligibility in time, no compensation will be forwarded. The athlete also agrees to pay NIL Donor Inc. a fee of twenty percent (20%) of the amount of compensation the Athlete receives from group license agreements with donors secured through the use of the NIL Donor Inc. paywalls and Dashboards. In addition, Athlete further agrees that before NIL Donor Inc. disbursement of Athlete compensation from any group licensing Agreement (as outlined in Section 1(c) and Schedule B of this Agreement), NIL Donor Inc. also may deduct from Athlete's account any expenses incurred by NIL Donor Inc. on Athlete's behalf, including without limitation, fees related to payroll, payment services, insurance, local, state and federal taxes.**

7. Term and Termination.

- a. Term. Except as otherwise provided herein, the Term of this Agreement will commence as of the Effective Date and will be in effect for two (2) years unless sooner terminated under the terms of this Agreement.
- b. Termination. Either Party may immediately terminate this Agreement by giving written notice to the other Party following the breach of any material terms of this Agreement that is not cured within ten (30) days after written notice to the breaching Party. Athletes also may immediately terminate this Agreement upon (i) the winding-up, liquidation, dissolution, insolvency, or bankruptcy of NIL Donor Inc.; and (ii) the end of Athlete's collegiate eligibility.

8. Indemnification. Athlete (and Athlete's agents and representatives) will indemnify, hold harmless, protect, and defend NIL Donor Inc. and its directors, officers, employees, agents, and representatives for, from, and against all demands, claims, suits, damages, losses, liabilities, costs, and expenses (including, but not limited to, court costs and attorneys' fees of any nature whatsoever) directly or indirectly arising out of or in connection with the performance of Athlete's obligations under this Agreement, including without limitation any obligations related to group licensing agreements Athlete secures through the Dashboard.

9. Miscellaneous.

- a. Notices. All notices, requests, approvals, and other communications to any Party shall be in writing and signed by a Party's authorized representative. Notices may be sent by email, except for notices of breach or demands for indemnification, which either must send, by certified mail or responsible courier to the address listed in the first paragraph of this Agreement or such other address as either Party may indicate by at least ten (10) days prior written notice to the other Party.
- b. Limitation of Liability. THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ALL CLAIMS RELATED TO THE SERVICES AND/OR THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE TO NIL Donor Inc. FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE 12 months IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY CLAIM. THIS LIMITATION APPLIES TO ANY DAMAGE, HOWEVER, CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE (ACTIVE OR OTHERWISE), THE USE OR PERFORMANCE OF THE SERVICES OR DELIVERABLES, OR OTHERWISE AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR NOT.
- c. P o w e r and Authority; Due Authorization; No Conflict; Enforceability. Each Party represents and warrants to the other Party that (i) such Party has the power and authority

to execute, deliver and perform its obligations under this Agreement, (ii) the execution, delivery, and performance of this Agreement have been duly authorized by such Party and do not and will not conflict with any agreement or instrument to which it is bound, and (iii) this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against it under its terms.

- d. Entire Agreement; Further Assurances. This Agreement, including any schedules attached hereto, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, understandings, and negotiations, concerning the subject matter hereof. Each Party will execute and deliver such further documents and take such further actions as may be required or reasonably requested by the other Party to effectuate the purposes of this Agreement.
- e. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any relevant jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction. This Agreement will be reformed, construed, and enforced in such jurisdiction to best give effect to the intent of the Parties under this Agreement.
- f. No Assignment; No Amendment; No Waiver. This Agreement (i) may not be assigned or transferred, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other Party, and (ii) may not be amended or modified by course of conduct or otherwise, except in writing duly executed by each of the Parties. Any waiver of any provision of this Agreement will be in writing duly executed by the waiving Party. The failure or delay by either Party to seek redress for any breach or default under this Agreement, or to insist upon the strict performance of any provision of this Agreement, will not constitute a waiver thereof or of any other provision of this Agreement, and such Party will have all remedies provided herein and at law and in equity concerning such act and any subsequent act constituting the same.
- g. Dispute Resolution and Governing Law. This Agreement and the rights and obligations of the Parties concerning their relationship under this Agreement are governed by and must be construed and enforced following the internal laws of the State of Ohio, without reference to its choice of law rules. The Parties agree to submit to arbitration any disputes under this Agreement following the Federal Arbitration Act and the Commercial Arbitration Rules (the “**Rules**”) of the American Arbitration Association (“**AAA**”). Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be determined by arbitration administered by AAA. The Parties agree that all arbitration awards are binding and non-appealable except as otherwise provided in the Federal Arbitration Act. Any court with jurisdiction may enter judgment upon the award rendered by the arbitrator, and the Parties agree to be bound by all details of such award. Arbitration hereunder will take place in Cincinnati, Ohio, before one arbitrator. The

the arbitrator may not award costs and expenses of the arbitration proceeding (including, without limitation to, reasonable attorneys' fees) to either Party. The payment of fees and costs for filing any claim and/or counterclaim will be the sole expense of the Party filing the claim. The arbitrator's decision will be final and legally binding in all respects, and the Parties agree not to seek further adjudication of the arbitrator's binding ruling. ATHLETE ACKNOWLEDGES THAT BY ENTERING INTO THESE TERMS, ATHLETE AND NIL Donor Inc. ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

- h. Counterparts. This Agreement, once executed by both Parties, will constitute a binding and enforceable agreement between the Parties. This Agreement may be delivered and executed via facsimile or PDF transmission, in any number of counterparts, each of which will be deemed an original but all of which together will constitute the same instrument.
- i. Construction of Agreement. The provisions of this Agreement will be construed neither against nor in favor of any of the Parties based on which Party prepared such Agreement, but rather following their fair meaning.

**THE ATHLETE ACKNOWLEDGES THAT THE ATHLETE (AND IF APPLICABLE ANY PARENT OR GUARDIAN) HAS BEEN GIVEN AMPLE OPPORTUNITY TO REVIEW THIS AGREEMENT. ATHLETE FURTHER ACKNOWLEDGES THAT ATHLETE HAS HAD AN ATTORNEY OF THEIR CHOOSING REVIEW THIS AGREEMENT. THEREFORE, THE ATHLETE IS SIGNING THIS AGREEMENT FREELY, VOLUNTARILY, AND INTELLIGENTLY, UPON THE ADVICE OF COUNSEL, AND CLEARLY UNDERSTANDS THE RAMIFICATION OF ALL ITS TERMS.**

**EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT**

**IN WITNESS WHEREOF**, Athlete and NIL Donor Inc. have each caused this Agreement to be executed as of the Effective Date.

**ATHLETE**

**NIL Donor Inc.**

**Butch Carter**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Butch Carter

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Individual or Company Name

\_\_\_\_\_  
School Name

\_\_\_\_\_  
Title