CONTRACT FOR EMPLOYMENT

BETWEEN

BRIAN EARLY

AND

THE CURATORS OF THE UNIVERSITY OF MISSOURI
on behalf of the
UNIVERSITY OF MISSOURI - COLUMBIA

THIS CONTRACT FOR EMPLOYMENT (hereinafter referred to as "this Agreement" or "the Agreement") is made between The Curators of the University of Missouri on behalf of the University of Missouri-Columbia (the "University") and Brian Early ("Coach") as of February 1, 2024 (the "Effective Date") in order to employ the named individual on the terms and conditions set forth herein. The University and Coach will be hereinafter referred to collectively in this Agreement as the "Parties" to this Agreement. The Parties agree to be bound by what is stated in this Agreement.

AGREEMENT

The University and Coach agree as follows:

1.0 General Agreement of the University and Coach

1.1 Employment of Coach. Coach is hereby employed by the University as Assistant Coach of the University's Intercollegiate Football Team ("Team"), and Coach accepts employment upon the terms and conditions set forth in this Agreement. Coach understands and agrees that his position is a non-academic staff appointment, and that his employment by the University and all terms thereof are subject to all rules, regulations, and policies and decisions established or issued by the University from time to time, including, without limitation, the University's Collected Rules and Regulations ("CRRs");

1.2 Background Check and Criminal History Record Investigation. Coach shall be required to submit to background checks and criminal history record investigations as deemed appropriate by the University. Coach's employment is contingent upon successful completion of the background check and criminal history record investigation process in accordance with University policy. If the Human Resources Department designates Coach as not being recommended for continued employment, this Agreement shall become null and void;

1.3 Reporting to Athletics Director. Coach shall work under the immediate supervision of and report to the head coach of the Team ("Head Football Coach") and shall be employed at the discretion of the University's Athletics Director ("Athletics Director") and the Chancellor of the University of Missouri – Columbia (the "Chancellor"); and

1.4 Performance of Duties. Coach's duties shall include those assigned to him by the Head Football Coach and those set forth in this Agreement without limitation and to the satisfaction of the Athletics Director.

2.0 Term of Agreement

2.1 Length of Term. The term of this Agreement shall be for the period beginning on February 1, 2024 (the "Start Date"), and ending on January 31, 2026 (the "End Date," and the time between the Start Date and the End Date is referred to as the "Term"), subject to the termination provisions stated in this Agreement.

2.2 Renewal of Agreement. This Agreement is renewable only if mutually agreed by the University and Coach. The University does not grant Coach any claim to tenure in employment, continued employment, or any other rights not specifically provided in the Agreement.

3.0 Compensation

3.1 Compensation. Subject to the provisions of this Agreement, the University shall provide the following to Coach, effective as of the Effective Date:

3.1.1 Base Salary. Coach's annual base salary shall be Three Hundred Thousand Dollars ($300,000.00) (the "Base Salary"), paid as set forth in Section 3.1.3, as salary for services rendered during the Term;

3.1.2 Non-Salary Compensation. In addition to Base Salary, the University shall pay Coach annual non-salary compensation in the amount of One Hundred Seventy-Five Thousand Dollars ($175,000.00) ("Non-Salary Compensation"). In exchange for the Non-Salary Compensation, Coach agrees as follows:

3.1.2.1 Apparel, Equipment, and Footwear. Coach relinquishes his rights to receive income or payments of any kind from any manufacturer, distributor, retailer, or seller of athletics apparel, equipment, or footwear, and Coach assigns all such rights to the University;

3.1.2.2 Television and Digital Media. Coach relinquishes his rights to receive income or payments of any kind in exchange for his appearance or participation in television shows, live or taped, and internet and streaming platforms, podcasts, and other digital media, and Coach assigns all such rights to the University. Coach agrees to appear and participate in television shows and digital media arranged or produced by the University concerning the Team. University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of Coach;

3.1.2.3 Radio. Coach relinquishes his rights to receive income or payments of any kind in exchange for his participation in radio shows, live or taped, and Coach assigns all such rights to the University. Coach agrees to appear and participate in

radio shows arranged or produced by the University concerning the Team. University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of Coach;

3.1.2.4 Promotional Appearances. Coach agrees to actively participate with and reasonably assist the Athletics Director and any other Athletics Department personnel designated by the Athletics Director in the promotion of athletics at the University with appearances before, meetings with and presentations to the general public, alumni groups, booster groups and organizations, statewide and local civic organizations, public educational organizations, school districts, and employment and professional organizations. The University will make reasonable efforts to schedule such appearances so as not to interfere with the professional and personal schedule of Coach;

3.1.3 Manner of Payment. University will make the payments under Section 3.1.1 and Section 3.1.2 in equal monthly installments pursuant to the University's standard payroll processes. All such payments will be prorated for any partial month and will be subject to withholding for applicable income and employment taxes and other appropriate deductions in accordance with the University's standard payroll processes;

3.1.4 Standard Benefits. Coach will be considered a benefit-eligible employee of the University, entitled to participate in a broad array of benefit programs that the University makes available. Most programs will require a contribution on the employee's part to participate. Coach will be eligible for paid leave programs as established under University policies, provided that notwithstanding any provision of University policy, and in consideration of the terms of his employment, Coach waives any eligibility or right to a payout of any accrued vacation leave time or paid time off upon separation from employment with the University and shall not receive any such payout;

3.1.5 Automobile. While Coach is employed by the University under this Agreement, Coach shall be provided with one automobile for his use in carrying out his duties hereunder in accordance with University policy; provided that in lieu of such automobile, the University may provide a monthly automobile stipend of $500, as determined by the Athletics Director;

3.1.6 Travel Expenses. Reimbursement will be made, in accordance with the University policy and procedure, for approved reasonable travel and out-of-pocket expenses incurred by Coach that are directly related to performance of responsibilities set forth in this Agreement;

3.1.7 Incentive Income. Subject to the approval of the Athletics Director, the merit incentives listed in Appendix A will be awarded to Coach, but only if the most recent (i.e., previous four-year academic data) multi-year Team Academic Progress Rate ("APR") score is 930 or higher (in accordance with NCAA standard, which may be adjusted by the NCAA) and if the applicable event listed in Appendix A occurs during Coach's employment, and Coach is actively performing Coach's duties for the Team at the time

such event occurs. The Director of Academic Services, or his/her designee will verify the Team multi-year APR score. Payments of amounts earned under this Section 3.1.7 shall be made not later than the January 31 following completion of the season and/or post-season in which they were earned; provided, however, that payments with respect to academic/social incentives shall be made not later than the June 30 following completion of the season in which they were earned, so to provide adequate time for the University to calculate the various benchmarks mentioned therein. All such payments will be subject to withholding for applicable income and employment taxes and other appropriate deductions in accordance with the University's standard payroll processes;

3.1.8 Signing Incentive. Coach will receive a one-time signing incentive payment in the amount of Thirty-Thousand Dollars ($30,000.00) ("Signing Incentive"). The Signing Incentive will be paid pursuant to the University's standard payroll processes within sixty days of the date of hire, and such payment will be subject to withholding for applicable income and employment taxes and other appropriate deductions in accordance with the University's standard payroll processes.

3.1.9 Moving Allowance. Coach shall be eligible to receive a moving allowance of Fifteen Thousand Dollars ($15,000.00) ("Moving Allowance"). The Moving Allowance is contingent upon Coach signing and returning a University of Missouri Moving Allowance Agreement, which requires Coach to repay a specified amount of the Moving Allowance if Coach leaves employment with the University within two years. The Moving Allowance will be paid pursuant to the University's standard payroll processes within sixty days of the date of hire, and such payment will be subject to withholding for applicable income and employment taxes and other appropriate deductions in accordance with the University's standard payroll processes.

4.0 Responsibilities of Coach

4.1 Obligations of Coach. Coach's primary responsibility under this Agreement is serving as Assistant Coach of the Team. In furtherance thereof, Coach promises to fulfill the following obligations:

4.1.1 Devote Efforts. Devotion of Coach's best, ongoing, and exclusive efforts to performance of all duties and responsibilities contemplated by the Agreement and directions of the Head Football Coach (or his or her designee) in a timely, thorough, constructive, cooperative and positive manner; and

4.1.2 Support and Supervise and Properly Treat Student-Athletes. Encouragement and support of student-athletes on the Team in regard to personal, physical, and intellectual development, activities, and achievements, including an emphasis on each student-athlete's completion of an undergraduate degree program. Engaging in (and actively encouraging every individual under Coach's supervision is engaging in) fair, safe, and responsible treatment of student-athletes on the Team and avoiding behavior that could jeopardize a student-athlete's physical or mental health, safety, welfare, or that could otherwise cause harm or risk causing harm to a student-athlete. Being knowledgeable of, and orienting

student-athletes on the Team regarding applicable NCAA legislation, Southeastern Conference (or such conference as the University may be a member, the "Conference") rules, University policy, and Missouri and federal law including criminal law. Engaging in reasonable and appropriate supervision of student-athletes on the Team to promote behavior that is consistent with such NCAA legislation, Conference rules, University policy, and Missouri and federal law; and

4.1.3 Dedicate Effort. Dedication of focused, ongoing attention, enthusiasm and efforts to coaching duties, Team members, and the success and furtherance of the University's athletic program; and

4.1.4 Promote an Atmosphere of Compliance. Perform Coach's duties under the established policies and procedures of the University, as presently in effect or as amended during the Term of this Agreement. Coach shall comply fully with the rules, regulations and established policies and practices of the Department of Intercollegiate Athletics and with other University regulations which pertain to Coach's employment, as presently in effect or as amended during the Term of this Agreement. With the cooperation and assistance of the University's rules compliance staff, Coach shall also comply with the applicable rules, regulations, and advisory opinions of the Conference, the NCAA and any other organizations the rules and policies of which apply to the University of Missouri - Columbia Department of Intercollegiate Athletics, all as presently in effect or as amended during the Term of this Agreement; and

4.1.5 Appearances. At the request of the Athletics Director, the Head Football Coach and/or the Director of the Tiger Scholarship Fund, Coach will make appearances and/or speeches at Tiger Scholarship Fund fundraising socials and events; and

4.1.6 Promote Academic Excellence. Dedication to the academic excellence of the student-athletes by ensuring student-athletes on the Team are in maximum pursuit of degree programs and in compliance with NCAA academic standards, including, but not limited to, the NCAA Division I Academic Reform; and

4.1.7 Develop Programs. Development of programs and procedures with respect to the evaluation, recruitment, training and coaching of student-athletes that both foster successful competition and promote the welfare and academic achievement, including degree completion, of student-athletes; and

4.1.8 File Annual Report. For activities approved in accordance with Section 4.2.4 of this Agreement, Coach shall report all athletically-related income and benefits from sources other than the compensation provided under the terms of this Agreement, as required but not less frequently than annually (in a form acceptable to the Athletics Director and within NCAA requirements) to the Athletics Director and the Chancellor and no later than September 1 of each year (for the prior year ending August 31)(in accordance with University and NCAA standards, University may adjust reporting timeline and will notify Coach in advance of any such change). For purposes of illustration only, such sources may include but are not limited to sports camps and television and radio programs, and internet

or streaming platforms, podcasts or other digital content; provided, however, that such sources shall not include endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers, distributors, retailers or sellers without the prior written consent of the University, which consent may be withheld in the University's discretion if a deal inclusive of the Football program has been or is then being negotiated by the University with such a manufacturer, distributor, retailer or seller of athletics shoes, apparel or equipment; and

4.1.9 Responsibility to Cooperate. As required by the NCAA: Coach acknowledges and agrees that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. If Coach is found in violation of NCAA regulations, in addition to any rights the University has pursuant to this Agreement, he shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19), including suspension without pay or termination of employment. The provisions of this Section 4.1.9 shall survive the termination or expiration of this Agreement.

4.2 Prohibitions. Coach shall not:

4.2.1 Engage in Business. Engage in any business, personal, or professional activity that could or does compromise Coach's fulfillment, on a full-time basis and in a constructive and professional manner, of the responsibilities specified in and contemplated by this Agreement; or

4.2.2 Commit a Violation. Engage in any conduct, whether related to performance of duties under this Agreement or not, that constitutes (as defined by the NCAA) a Level I or II violation or repetitive Level III violations of NCAA rules, bylaws, or regulations; or violation(s) of the University's Collected Rules and Regulations ("CRRs"), policies or procedures including without limitation the University's Anti-Discrimination policies, as determined through the procedures in Chapter 600 of the CRRs; or violations of Conference rules, legislation, regulations, or advisory opinions; or violations of federal or state laws (excluding infrequent minor traffic violations), regulations, or agency advisory opinions; or violations of municipal ordinances; or violations of ethical principles applicable to higher education coaching positions, including the commission of any violation of any of the foregoing which occurred during prior employment of the Coach at any other NCAA member institution; or

4.2.3 Condone a Violation of NCAA Legislation, Conference Rules, University Policy, Missouri or Federal Law Including Criminal Law. Condone a violation of NCAA legislation, Conference rules, the CRRs or any other University policy or procedure, Missouri or federal law including criminal law (any of which shall be referred to in this Section 4.2.3 as a "Violation") by a member of the Team's coaching staff or any person under Coach's supervision and direction, including a student-athlete. For purposes of this Section 4.2.3, "condone" shall mean: (a) Coach's actual knowledge of and/or complicity

in a Violation by a member of the Team's coaching staff or any person under Coach's supervision and direction, including a student-athlete; or (b) Coach's failure to report a known Violation by a member of the Team's coaching staff or any person under Coach's supervision and direction, including a student-athlete, to the Athletics Director, the Director of Compliance, Sport Administrator, or the Faculty Academic Representative within a reasonable amount of time. For purposes of this Section 4.2.3, a "known Violation" shall mean a Violation the Coach becomes aware of, or has reasonable cause to believe, is taking place or may have taken place; or

4.2.4 Receive Other Benefits. Receive, either directly or indirectly, compensation, remuneration, or any other benefit from any source other than the University, for activities related to Coach's professional standing or employment with the University, including but not limited to (i) income from outside sources related to the Coach's position with the University, or (ii) sports camps or private lessons, or (iii) television or radio programs, or (iv) internet or streaming platforms, podcasts or other digital content, or (v) endorsement or consultation contracts, or (vi) income from speeches, appearances, or written materials, without obtaining, on an annual basis, prior, written consent of the Athletics Director and/or his or her designee, which consent will not be unreasonably withheld, or (vii) endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers, distributors, retailers or sellers without the prior written consent of the University, which consent may be withheld in the University's discretion if a deal inclusive of the Football program has been or is then being negotiated by the University with such a manufacturer, distributor, retailer or seller of athletics shoes, apparel or equipment. Coach also agrees to and shall provide the Athletics Director with an annual written report, as specified in Section 4.1.8, of any such arrangements, in a form acceptable to the Athletics Director; or

4.2.5 Pursue other Employment Opportunities without Notice. Either directly or indirectly through any representative or attorney on his behalf, consider, entertain, or accept information regarding, discuss, actively seek, negotiate for, or accept other full-time employment of any nature without providing the Athletics Director and Head Football Coach with prior notice thereof, including the specific position being discussed and the identity of the prospective employer, including, but not limited to employment as a football coach at any institution of higher education in the United States or for any football team participating in any professional league or conference in the United States or Canada; or

4.2.6 Discredit the University. Engage in any business transactions or commerce, appear on any radio or television program or in any public forum, or make statements to the media or in any public forum that is contrary to public convention and morals, or commit any act which may bring Coach or the University into public contempt, scorn or ridicule, or that will offend public morals or decency as a result of such conduct or act; or

4.2.7 Enter into Agreements. Enter into any oral or written agreement, letter of understanding, contract or any other arrangement that seeks to bind, obligate, or involve the University, the Athletics Department, or any other component of the University of Missouri in any transaction whatsoever. All such agreements may be disclaimed by the

University in its discretion, unless Coach submits any contemplated arrangement to the Athletics Director (or the Athletics Director's designee) for development, processing, and approvals, if warranted; or

4.2.8 Reporting Discrimination, Harassment, and Sexual Harassment. Fail to promptly report to an appropriate University Title IX Coordinator or Equity Officer any discrimination, harassment, or sexual harassment (as defined in University policy) of which Coach becomes aware, including, but not limited to, sex discrimination, sexual harassment, sexual assault, stalking, dating violence, domestic violence, stalking, or other discrimination or harassment based on any status protected by applicable law or University policy, with such report to include all information that Coach possesses; or

4.2.9 Cooperation. Fail or refuse to promptly provide information or documents to which Coach has access in response to any reasonable request, inquiry or investigation by the University, Conference, NCAA or law enforcement agency; or taking any action to interfere with or impede such an inquiry or investigation, including directing or otherwise instructing any student-athlete or other person not to cooperate or comply with any such inquiry or investigation; or

4.2.10 Gambling. Engage in gambling, betting, or bookmaking of any type involving an intercollegiate or professional athletic contest, or condone or encourage such activity by any student-athlete or other person, or provide any information or data relating to the Team or any of the University's intercollegiate athletics programs to a person known to Coach, or who reasonably should have been known to Coach, as person involved in or associated with gambling, betting, or bookmaking concerning intercollegiate or professional athletic contests; or

4.2.11 Hazing. Condone or fail to promptly report any violation of the University's Student Code of Conduct, including, but not limited to, any alleged hazing (as defined in University policy); or

4.2.12 Fail to Fulfill Duties. Fail to fulfill duties or conditions described in Section 4.1 (including any subsection) to the reasonable satisfaction of the Athletics Director.

If University identifies conduct by Coach prohibited by this Section 4.2 (including any subsections), the Athletics Director or designee may impose remedial actions including, at the University's sole discretion, suspension, with or without compensation, and/or termination of employment. If University suspends Coach, with or without compensation, Coach shall have the procedural right to a review and hearing related to such determination. Termination of Coach's employment shall be pursuant to Section 6.0 of this Agreement. This Section is intended to give University the widest discretion permitted by applicable law (including constitutional and statutory provisions) to prohibit the conduct described in Section 4.2 of this Agreement (including any subsections).

5.0 [Reserved]

6.0 Termination

The Parties understand and agree that the obligations set forth in this Agreement shall, at all times and for purposes of any term or renewal of this Agreement, be subject to the termination provisions in this Section 6.0 (including all subsections).

6.1 Mutual Agreement of Parties. If the University and Coach mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in the writing;

6.2 Termination for Cause – By Default. If the University gives notice to Coach that Coach has substantially defaulted in the performance of any obligation under the Agreement, and Coach does not correct the default to the reasonable satisfaction of the University within 14 calendar days following the Coach's receipt of such notice, then the University may immediately terminate the Agreement after the 14-day correction-period has elapsed. Unless cause has been determined under other procedures, including CRR Chapter 600, Coach shall have the procedural right to a review and hearing relating to any such determination. If the University terminates this Agreement in accordance with this Section 6.2, it shall not be liable for the payment of any salary or other additional compensation or benefit following the end of the month in which the termination is effective;

6.3 Termination for Cause – By Conduct. The University may, upon notice from the Athletics Director to Coach and an opportunity for Coach to meet with the Athletics Director and respond, terminate this Agreement if Coach violates any of the proscriptions against conduct specified in Section 4.2 (including its subsections). Unless cause has been determined under other procedures, including CRR Chapter 600, Coach shall have the procedural right to a review and hearing relating to any such determination. If the University terminates this Agreement in accordance with this Section 6.3, it shall not be liable for the payment of any salary or other additional compensation or benefit following the end of the month in which the termination is effective;

6.4 Termination without Cause. If Coach shall at any time desire to terminate this Agreement without cause, he shall, unless otherwise agreed to in writing by Coach and the Athletics Director, give to the University advance written notice of the intent to terminate this Agreement without cause, and this Agreement shall terminate on the future date specified in such notice. If the University shall at any time desire to terminate this Agreement without cause, it shall give to Coach written notice of its intent to terminate this Agreement without cause, and this Agreement shall terminate on the date specified in such notice.

6.4.1 If Coach Terminates without Cause.

6.4.1.1 In the event Coach terminates this Agreement without cause prior to the End Date as set forth in Section 2.1 above, and unless otherwise agreed to by the Parties or as otherwise provided in Section 6.4.2, the University shall have the right to enforce any other agreements it may have with Coach, including those related to relocation expenses (i.e., moving expenses and associated costs) (if applicable) and hiring and retention incentives (if applicable) that were paid by the University pursuant to separate agreements and consistent with University policy. Additionally,

Coach shall pay the University liquidated damages as follows: the amount of liquidated damages shall be calculated by: (i) adding the annual Base Salary and annual Non-Salary Compensation at the time of termination, and dividing such sum by 12, then (ii) multiplying such amount by 12 (or the number of months remaining in the Term at the time of termination, if less than 12), then (iii) multiplying the resulting amount by the following, if applicable:

- If Coach accepts a position as head coach, play-calling offensive or defensive coordinator, or assistant coach for any football team participating in any professional football league in the United States or Canada: 0.0 (i.e., no liquidated damages).
- If Coach accepts a position as a head football coach or play-calling offensive or defensive coordinator at any institution of higher education in the United States: 0.0 (i.e., no liquidated damages); or
- If Coach accepts a position as an assistant football coach at any member institution of the Conference: 1.0; or
- If Coach accepts a position as an assistant football coach at any other (i.e., non-Conference member) institution of higher education in the United States: 0.5.

The amount of liquidated damages calculated under this provision shall be determined as of the date Coach provides notice of the intent to terminate this Agreement without cause. Unless otherwise agreed to by the Parties, Coach shall be responsible for and shall pay the University such liquidated damages within sixty days of termination of this Agreement. The University shall have no obligations to Coach if Coach terminates this Agreement without cause other than all earned but unpaid Base Salary and Non-Salary Compensation, earned but unpaid incentive payments under Section 3.1.7, accrued retirement benefits, if any, subject to payout under University policy, and reimbursement of incurred travel expenses to the date of termination under Section 3.1.6. The provisions of this Section shall survive the termination of this Agreement;

6.4.1.2 If Coach desires to terminate this Agreement with the permission of the University, Coach must obtain the prior written permission of the Athletics Director and the Head Football Coach, or the Chancellor. Permission to terminate this Agreement shall be in addition to the notice required under Section 4.2.5. Coach and University acknowledge and agree that at the time Coach seeks permission pursuant to this Section 6.4.1.2, Coach shall identify to University the potential employer(s) and position(s) Coach wishes to consider and/or accept. If Coach does not give the notice pursuant to Section 4.2.5 and seek permission pursuant to this Section 6.4.1.2, Section 6.4.1.1 shall apply. If Coach terminates this Agreement with permission, he shall be liable for liquidated damages in an amount mutually agreed to in writing by the Parties at the time such permission to terminate is granted. If the Parties cannot agree to an amount within fifteen days of Coach seeking permission under Section 6.4.1.2, then the amount of liquidated damages determined pursuant to Section 6.4.1.1. shall apply. In no circumstance shall the terms of liquidated damages

imposed pursuant to this Section 6.4.1.2 be less favorable to Coach than the terms of the liquidated damages prescribed by Section 6.4.1.1, if any; and

6.4.1.3 The University shall not be liable to Coach for any liquidated damages as a result of Coach's termination of this Agreement without cause. The University shall not be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of Coach's termination of this Agreement without cause. For the purposes of this Section 6.4.1, "cause" shall mean the University's knowing and deliberate failure to perform its obligations under this Agreement, and such a failure is not corrected by the University within fourteen (14) calendar days following receipt of written notice of such failure.

6.4.2 If the University Terminates Without Cause. If the University terminates this Agreement without cause, then Coach agrees to accept liquidated damages, as specified in this Section 6.4.2, in complete satisfaction of and as payment in full for all obligations, if any, due and owing by the University to Coach pursuant to this Agreement as follows: (i) all earned but unpaid Base Salary, Non-Salary Compensation, and incentives pursuant to Section 3.1.7 (if any) to the date of termination, plus (ii) liquidated damages. The amount of liquidated damages shall be calculated by: (i) adding the annual Base Salary and annual Non-Salary Compensation at the time of termination, and dividing such sum by 12, then (ii) multiplying such amount by 12 (or the number of months remaining the Term at the time of termination, if less than 12). Liquidated damages shall be payable in equal monthly installments, per usual payroll procedure, until the End Date. Coach shall have an affirmative obligation to mitigate the damages payable by University, as set forth in Section 6.4.4. Coach shall be entitled to maintain health insurance coverage, at Coach's sole expense, as provided by law. University shall have no other obligation to Coach if it terminates this Agreement without cause, except the payment of liquidated damages as provided herein.

6.4.3 Liquidated Damages. The Parties have bargained for and agreed to and consequently are bound by the liquidated damages provisions in Section 6.4.1 (including all subsections) and Section 6.4.2 above. The Parties agree that the harm caused by a breach of this Agreement is difficult to accurately measure, and therefore that payment of such liquidated damages shall constitute adequate and reasonable compensation for damages suffered because of termination without cause by the University, or because of termination without cause by Coach. The liquidated damages shall not be construed as a penalty. The payment provisions shall apply only to termination pursuant to Section 6.4.2 of this Agreement for termination without cause by the University, and termination pursuant to Section 6.4.1 (including all subsections) of this Agreement for termination without cause by Coach;

6.4.4 Duty to Mitigate. If the University terminates this Agreement without cause, Coach shall be required to mitigate the University's obligation to pay liquidated damages by making reasonable, good-faith, and diligent efforts to obtain other full-time football-related, coaching, or broadcasting employment as soon as reasonably possible after the termination of this Agreement. Coach's obligation to mitigate the damages payable by the

University shall include the duty to seek market rate compensation for the subsequent employment, without structuring or timing compensation to avoid mitigation. Upon request, Coach shall report to the Athletics Director or her or his designee information related to all efforts to obtain subsequent employment and all offers of employment that were not accepted by Coach. If Coach fails to make a reasonable, good-faith, diligent effort to mitigate the University's obligation to pay liquidated damages as required by this Section 6.4.4, or if Coach does not accept a reasonable offer for full-time football-related, coaching, or broadcasting employment, the University shall not be liable for further payments under Section 6.4.2 of this Agreement. If Coach obtains any other employment before the date on which this Agreement would have expired, but for the termination, Coach shall provide the Athletics Director with written notice, within 10 calendar days, of such employment, including: (i) name and address of the new employer, (ii) position title, (iii) monthly salary, and (iv) start date. Upon receipt of this notice, the University will continue to pay Coach the difference, if any, between amounts to which Coach would have been entitled under Section 6.4.2 of this Agreement and amounts earned by Coach in the new position. If amounts earned by Coach in the new position increase during the period during which the University is paying liquidated damages hereunder, Coach shall provide the Athletics Director with written notice, within 10 calendar days, of such increase, including the new monthly salary and the effective date of such new monthly salary. Upon receipt of this notice, the University will continue to pay Coach the difference, if any, between amounts to which Coach would have been entitled under Section 6.4.2 of this Agreement and amounts earned by Coach in the new position. If, however, Coach does not notify the University about the new position or increased amounts earned by Coach in the new position within the applicable 10-day period, the University shall not be liable for any further payments under Section 6.4.2 of this Agreement. For the purposes of this Section 6.4.4, "employment" shall mean working as an employee for another employer, as a consultant, as a self-employed person, or as an independent contractor. For the purposes of this Section 6.4.4, "amounts earned by Coach in the new position" shall mean any and all compensation received through Coach's employment, including, but not limited to, base salary, non-salary compensation, consulting fees, bonuses, and any other compensation;

6.4.5 Survival. The obligations of the Parties under Section 6.4 (including its subsections) shall survive the expiration or earlier termination of this Agreement;

6.4.6 I.R.C. Section 409A. The Parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Code ("Section 409A"). To the extent permitted by law, the Parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination," "termination of Employment," or like terms shall mean "separation from service." For purposes of Section 409A, Coach's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A;

6.5 Termination upon Inability of Coach to Perform Essential Job Functions. In the event the Athletics Director determines Coach is unable, because of mental or physical infirmity, to perform essential functions of the job as contemplated by this Agreement, even with reasonable accommodation, then the University may, at its option, terminate this Agreement for cause upon 14-calendar days' notice to Coach;

6.6 Termination upon Death of Coach. If Coach dies during the Term of this Agreement, then this Agreement shall immediately terminate by operation of law;

6.7 Notices regarding Termination. All notices required under the termination provisions of this Agreement shall be given in accordance with the notice provisions of this Agreement;

6.8 Effects of Termination. Unless otherwise provided in this Agreement, upon termination of this Agreement, as provided above, except for any amounts to be paid pursuant to this Agreement, neither Party shall have any further obligation to the other, except for mutually agreed upon (in writing) obligations incurred prior to the date of termination made specifically to extend beyond termination of this Agreement; and

6.9 Liability after Termination. In no case shall the University be liable to Coach for any loss of collateral business opportunities or any other benefits, perquisites, or income from any other sources.

7.0 Miscellaneous

7.1 Hold Harmless. Coach agrees to and shall hold harmless and indemnify the University, its curators, officers, employees, and agents, from any and all suits, claims, demands, damages, liability, costs, and expenses, including reasonable attorneys' fees, incurred by the University because of Coach's intentional or negligent acts or omissions arising out of matters related to this Agreement, except for such suits, claims, or demands in which Coach seeks to compel the University to comply with its obligations under this Agreement or in which Coach seeks to enforce any remedies under this Agreement. These indemnification obligations shall continue after the expiration or earlier termination of this Agreement;

7.2 State Entity. The University is an entity of the State of Missouri and, as such, no provision of the Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity, afforded the University under constitutional provision or law or any other state or federal law. Coach acknowledges and agrees that pursuant to Missouri Revised Statutes § 172.250, the University is prohibited from creating any indebtedness in one year above what it can pay out of the income of said year;

7.3 Approvals. This Agreement is subject to any approvals that must be obtained in accordance with law or University policy;

7.4 Amendment. Except as otherwise expressly provided in this Agreement, no amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by the authorized representative(s) of the University and by Coach;

7.5 Choice of Law; Venue. The Parties agree that any matter related to or arising out of the Agreement shall be resolved in accordance with laws of the State of Missouri, without giving effect to its conflict of laws provisions, and venue for any proceedings shall be in Boone County, Missouri;

7.6 Non-delegable Duties. Coach acknowledges that Coach's skills, expertise, and experience related to coaching duties contemplated by this Agreement are unique, specialized, and non-delegable;

7.7 Assignment. Neither Party may assign any obligations, rights, or duties set forth in this Agreement without the mutual, written consent of both Parties;

7.8 Notices. In order to be effective, any notice sent for purposes of this Agreement must be sent to the address stated in this Agreement, by certified mail, return receipt requested, or must be delivered in person to Coach or to the University, as applicable, as follows:

The University:

Chancellor University of Missouri 105 Jesse Hall Columbia, MO 65211	with a copy to	Director of Intercollegiate Athletics University of Missouri-Columbia Mizzou Arena Columbia, MO 65211

Coach: Brian Early, address on file with Department of Intercollegiate Athletics

7.9 Severability. If any provision of the Agreement is found to be illegal or unenforceable, then that provision shall be amended or deleted, without affecting the enforceability of the remainder of the Agreement;

7.10 Force Majeure. If either Party is unable to perform any obligation under the Agreement because of acts of nature not within the control of that Party, then the performance of both Parties is excused until such matters are resolved to the extent that performance may resume; and

7.11 Jointly Drafted. Each Party and its counsel have had the opportunity to review this Agreement and negotiate its terms, and any rule of construction that ambiguities are to be resolved against the drafting party will not apply.

7.12 Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes any prior oral or written understandings, agreements, contracts, obligations or representations of the Parties; other than any separate agreements relating to moving expenses and/or hiring incentives.

IN WITNESS WHEREOF, the authorized representatives of the University have and Coach has executed this Agreement as of the Effective Date set forth above.

Brian Early

Recommended by:

Desiree Reed-Francois
Desiree Reed-Francois (Feb 2, 2024 08:24 CST)

Desiree Reed-Francois
Director of Intercollegiate Athletics
University of Missouri – Columbia

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

Mun Choi
Mun Choi (Feb 2, 2024 08:26 CST)

Mun Y. Choi, Ph.D.
Chancellor
University of Missouri – Columbia
President
University of Missouri System

Eliah Drinkwitz
Head Football Coach
University of Missouri - Columbia

Nicholas Beydler
Nicholas Beydler (Feb 1, 2024 15:30 CST)

Approved as to Legal Form

APPENDIX A

Annual One-Time (Non-Permanent) Performance Incentives (Effective 1-1-24)
10 On-Field Coaches, Head Football Strength Coach, Director of Football Operations

	Per Incentive	Maximum
Academic Achievement		
Per Head Coach Aspiration Achievement (APR must be met)	$10,000	
Maximum Value:		**$10,000**
SEC Incentives		
Division Champions & Championship Game Participant	$25,000	
SEC Conference Champion	$50,000	
Maximum Value (Only Highest Level Earned):		**$50,000**
Postseason Participation (Must Coach in Game)		
Birmingham, Gasparilla or Non-Affiliated SEC Bowl	$15,000	
Citrus or SEC Group of Six Bowl Game	$20,000	
New Year's Six Participant (Non-Playoff)	$30,000	
College Football Playoff ("CFP") Participant	$40,000	
CFP Quarter-finals Participant	$45,000	
CFP Semi-finals Participant	$50,000	
CFP National Championship Game Participant	$60,000	
CFP National Championship Game Winner	$75,000	
Maximum Value (Only Highest Level Earned):		**$75,000**
Victories (Regular Season and Postseason Combined)		
10 victories	$5,000	
11 victories	$10,000	
12 or more victories	$15,000	
Maximum Value (Only Highest Level Earned):		**$15,000**
Final Season Ending Ranking – Top 25		
Season-Ending Top 25 Rank in AP/Coaches/CFP Poll	$5,000	
Maximum Value:		**$5,000**
Broyles Award		
Finalist	$5,000	
Winner	$10,000	
Maximum Value (Only Highest Level Earned):		**$10,000**