CONTRACT FOR EMPLOYMENT

BETWEEN

GLEN MILLICAN

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") is made between The Curators of the University of Missouri on behalf of the University of Missouri-Columbia (the "University") Department of Intercollegiate Athletics (the "Department") and Glen Millican ("Coach") to employ Coach as Head Coach of the University's Intercollegiate Men's Golf Team (the "Team"). The University and Coach will be hereinafter referred to collectively in this Agreement as the "Parties." The Parties agree to be bound by what is stated in this Agreement.

AGREEMENT

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1.0 General Agreement of the University and Coach

1.1 Employment of Coach. Coach is hereby employed by the University, and Coach accepts employment upon the following terms and conditions set forth in this Agreement. Coach understands and agrees that his position is a non-academic staff appointment, and that Coach's 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 ("CRR");

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;

1.3 Reporting Relationships; Annual Performance Review. While Coach is employed by the University as Head Coach of the Team, he shall report to and be under the immediate supervision of the University's Athletic Director ("Athletic Director" or "Director"). As requested by the Director, but not less than once per year during the term of this Agreement, Coach will meet with the Director (or her or his designee) for a performance review; and

1.4 Performance of Duties. Coach's duties shall include those set forth in this Agreement without limitation and to the satisfaction of the Athletic Director.

2.0 Term of Agreement

2.1 Length of Term. The term of this Agreement shall be for the period beginning on July 21, 2023 (the "Start Date"), and ending on May 31, 2027 (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. A "Contract Year" is defined as the period beginning on June 1 of a year and continuing through May 31 of the following calendar year, provided that the initial Contract Year means the period which began on July 21, 2023 and ends on May 31, 2024; and

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

3.0 Compensation

3.1 Compensation. Subject to the provisions of this Agreement, the University shall provide Coach, effective as of the Start Date, an annual base salary of Two Hundred Fifty Thousand Dollars ($250,000.00) (the "Base Salary") as salary for services rendered during the Term. Base Salary shall be paid in monthly installments pursuant to the University's standard payroll processes, shall be prorated for any partial month, and shall be subject to withholding for applicable federal, state, and local income and employment taxes.

3.2 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 Coach's part to participate. Subject to the following sentence, Coach will be eligible for paid leave programs as established under University policies. In consideration of the terms of this agreement, Coach hereby waives any eligibility or right to a payout of any accrued vacation leave time upon separation from employment with the University for any reason and shall not receive any such payout.

3.3 Automobile. While Coach is employed by the University as Head Coach 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 $600, as determined by the Athletic Director.

3.4 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.

3.5 Incentives. Subject to the approval of the Director of Athletics, the merit incentives listed in Schedule 3.5 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 meets NCAA standard (which presently is 930, and which may be adjusted by NCAA) or higher, and if the applicable event listed in Schedule 3.5 occurs during Coach's employment as coach, and Coach is actively performing his duties as Head Coach of the Team at the time such event occurs. The Associate Athletics Director for Academic Services (or her or his designee) will verify the multi-year Team APR score. Payment of amounts earned under this Section 3.5 shall be made within 30 days following the University's confirmation of any such achievement(s). All such

payments shall be subject to withholding for applicable federal, state and local income and employment taxes.

3.6 Camp. Coach may operate an institutional youth golf camp at University facilities in the State of Missouri in the summers during the Term of this Agreement for rates consistent with other University head coaching camps, and Coach shall be entitled to retain net proceeds from the operation of such camp in accordance with University and Department policies. It is understood that Coach will utilize Coach's best reasonable efforts to conduct and participate in a quality golf camp for youth which will bring credit to Coach and indirectly the University. Coach will use Coach's best reasonable efforts to ensure that any such camp operates in compliance with applicable University policies, including policies concerning protection of minors, and will promptly report to the Athletic Director and any other official required by University policy any instances of non-compliance with such policies of which Coach becomes aware, or has reasonable cause to believe to have taken place.

4.0 Responsibilities of Coach

4.1 Obligations of Coach. The University acknowledges that Coach's primary responsibility under this Agreement is coaching the Team (including, but not limited to, recruiting players, managing staff, practicing the Team, instructing members of the Team, and game-planning), and as such agrees that any requests for additional services from Coach shall be reasonable in scope, limited, and subject to Coach's primary responsibility. 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 this Agreement and reasonable directions of the Athletic Director (or her or his designee) in a timely, thorough, constructive, cooperative and positive manner, including responsibility for evaluations, administrative processes and attendance at required meetings; 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 a 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 foreseeably could jeopardize a student-athlete's physical or mental health, safety, welfare, or that foreseeably could otherwise cause 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 Adhere to Budget. Execution of these duties within Coach's allocated budget; and

4.1.4 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

4.1.5 Promote an Atmosphere of Compliance. Conduct the Men's Golf program under the established policies and procedures of the University, as reasonably provided to Coach by the University and/or the Department, 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 and with other University regulations which pertain to his 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 Department, all as presently in effect or as amended during the Term of this Agreement. He shall instruct each of the Assistant Coaches and others assisting in the conduct of the intercollegiate Men's Golf program to comply fully with the applicable rules and regulations of the University, the Conference, the NCAA, and any other organizations the rules and policies of which apply to the Department, and document such instruction in accordance with NCAA requirements and University expectations; and

4.1.6 Appearances. At the reasonable request of the Athletic Director 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

4.1.7 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

4.1.8 Supervise Personnel. At all times in a manner consistent with CRR 320.040, supervision of job performance and all other incidents of employment, including assessing job performance and reporting suspected rules violations of assistant coaches and all other program-related personnel who report to Coach, including, without limitation, and subject to Department guidelines and budgetary limitations, ensuring compliance by such personnel with Conference and NCAA rules and regulations, and subject to the final approval of the Athletic Director, hiring, firing and disciplining of such individuals; and

4.1.9 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

4.1.10 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 Athletic Director and within NCAA requirements) to the Athletic 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, live or recorded; 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 Men's Golf 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

4.1.11 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 4.1.11 shall survive the termination or expiration of this Agreement.

4.2 Prohibitions. Coach shall not:

4.2.1 Engage in Business. Absent the written permission of the Athletic Director, engage in any business, personal, or professional activities that foreseeably could or do 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 a pattern of 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, 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 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 a 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 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 a Team's coaching staff or any person under Coach's supervision and direction, including a student-athlete, to the Athletic Director, the Deputy Athletic Director for Compliance, the Associate Athletic Director for Compliance, or the Faculty Athletic Representative

within a reasonable amount of time. For purposes of this Section 4.2.3, a "known Violation" shall mean a Violation 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 Coach's position with the University, or (ii) sports camps or private lessons, or (iii) television or radio programs, live or recorded or (iv) internet or streaming platforms, podcasts or other digital content, live or recorded, 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 Athletic Director and/or her or his designee, which consent, with respect to (i) through (vi), inclusive, will not be unreasonably withheld or delayed, 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, with respect to (vii), may be withheld in the University's discretion if a deal inclusive of the Men's Golf 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 Athletic Director with an annual written report, as specified in Section 4.1.10, of any such arrangements, in a form acceptable to the Athletic 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, including, but not limited to employment as a golf coach at any institution of higher education in the United States or for any golf team participating in any professional league or conference in the United States or Canada, without providing the Athletic Director with prior notice thereof, including the position being discussed and the identity of the prospective employer; 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 clearly contrary to public convention and morals, or commit any act which may foreseeably bring Coach or the University into public contempt, scorn or ridicule, or that seriously offends 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 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 Athletic Director (or the Athletic Director's designee) for development, processing, and approvals, if warranted; or

4.2.8 Reporting Discrimination or Harassment. Fail to promptly report to an appropriate University Equity Officer any discrimination or 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, or other discrimination or harassment

based on any protected status as defined in University policy, with such report to include all details that Coach possesses; or

4.2.9 Cooperation. Fail or refuse to promptly provide information or documents to which he 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 bookmaking, illegal gambling, or wagering 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 Men's Golf Program to a person known to Coach, or who reasonably should have been known to Coach, as a gambler, bettor or bookmaker; or

4.2.11 Fail to Fulfill Duties. Fail to materially fulfill duties or conditions described in Section 4.1 (including all subsections) to the reasonable satisfaction of the Athletic Director.

If Coach is determined to be involved in any of the activities or arrangements contemplated by this Section 4.2 (including any subsections), without Coach, unless set forth above, having obtained prior, written consent of the Athletic Director, the University may at its sole discretion, (a) suspend Coach, with or without compensation, upon terms set forth by the Athletic Director, pending a final decision about the matter and/or (b) terminate Coach's employment relationship for cause pursuant to Section 6.0 of this Agreement. This section is intended to give the University the widest discretion permitted by applicable law (including constitutional and statutory provisions) to prohibit the conduct described in Sections 4.2.1 through 4.2.11 of this Agreement.

5.0 Reassignment

The performance of Coach will be subject to review by the Director of Athletics and, at the discretion of the Director of Athletics, Coach may be removed from the duties and responsibilities as Coach and reassigned to other duties and responsibilities within the Department or University for the remaining term of this Agreement. In the event of such reassignment, the compensation for the performance of such reassigned duties and responsibilities shall be the Base Salary (as specified in Section 3.1 of this Agreement), until the expiration or earlier termination of this Agreement. If Coach is reassigned, he shall be deemed to have received permission to explore other employment opportunities and may terminate this Agreement and his employment with the University without cause, in which case neither Party shall be required to pay to the other any liquidated damages, as described in Section 6.0.

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 this Agreement, and Coach does not correct the default to the reasonable satisfaction of the University within 14 calendar days following Coach's receipt of such notice, then the University may immediately terminate this 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 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 other than all earned but unpaid annual compensation and incentive payments under Schedule 3.5, accrued retirement benefits, if any, subject to payout under University policy, and reimbursement of incurred business expenses to the date of termination, consistent with University policies;

6.3 Termination for Cause – By Conduct. The University may 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 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 other than all earned but unpaid annual compensation and incentive payments under Schedule 3.5, accrued retirement benefits, if any, subject to payout under University policy, and reimbursement of incurred business expenses to the date of termination, consistent with University policies; and

6.4 Termination without Cause; Notice. 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 Athletic Director, give to the University advance written notice of his intent to terminate this Agreement without cause and this Agreement shall terminate on the 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 the Agreement shall terminate on the date specified in such notice.

6.4.1 Termination by Coach without Cause.

6.4.1.1 In the event Coach terminates this Agreement 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 6.4.1.2, Coach shall pay the University liquidated damages as follows: the amount of liquidated damages shall be calculated by: (i) taking Coach's Base Salary at the time of termination and dividing by twelve, then (ii) multiplying such amount by the number of months remaining in the Term at the time of termination. Liquidated damages shall be payable in equal monthly installments, until the End Date, unless the Parties agree that they shall be paid to the University in a lump sum within 60 days of the date of termination. The University shall have no obligations to Coach if Coach terminates this Agreement contrary to the terms hereof other than all earned but unpaid Base Salary and incentives pursuant to Section 3.5 (if any) to the date of termination; accrued retirement benefits, if any, subject to payout under

University policy; and reimbursement of incurred business expenses to the date of termination, consistent with University policies. 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 Athletic Director or the Chancellor. Permission to terminate this Agreement shall be in addition to the notice required under Section 4.2.5. Coach and the University acknowledge and agree that at the time Coach gives notice under Section 4.2.5, and seeks permission pursuant to this Section 6.4.1.2, Coach shall identify to the University the potential employer(s) and position(s) Coach wishes to consider and/or accept. If Coach does not give the required notice pursuant to Section 4.2.5 or seek permission pursuant to this Section 6.4.1.2, Section 6.4.1.1 applies. 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 ten days of Coach seeking permission hereunder, 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; 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 6.4.1.3, "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 and incentives pursuant to Section 3.5 (if any) to the date of termination, plus (ii) liquidated damages. The amount of liquidated damages shall be calculated by: (x) taking Coach's Base Salary at the time of termination and dividing by twelve, then (y) multiplying such amount by the number of months remaining in the Term at the time of termination. 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 the 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. The University shall have no other obligation to Coach if it terminates this Agreement contrary to the terms hereof, 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 payment 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 the payments 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 payments 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; and

6.4.4 Duty to Mitigate. Coach shall use reasonable, good faith efforts to obtain other employment if Coach is terminated by the University without cause. If Coach obtains any other employment before the date on which this Agreement would have expired, but for the termination, Coach shall provide the Athletic Director with written notice, within 10 calendar days, of any such employment, including: (i) name and address of the new employer, (ii) position title, (iii) monthly salary, and (iv) start date. 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 Athletic 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 the applicable 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 any new position or increased amounts earned by Coach in any 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 respective obligations of the Parties under this Section 6.4 (including all 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 Athletic Director determines Coach is unable, because of mental or physical infirmity lasting not less than sixty (60) consecutive days (or ninety (90) cumulative days in any twelve-month period), 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 60-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 acts or omissions, 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 this Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity (absent any applicable exemption pursuant to State law or other pertinent regulation), 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 this 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 by confirmed e-mail sent to a valid e-mail address of a party, 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:
Glen Millican, address on file with the Department

with a copy to:

[ATTORNEY]
[FIRM]
[STREET]
[CITY/STATE/ZIP]

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

7.10 Force Majeure. If either Party is unable to perform any obligation under this 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.

IN WITNESS WHEREOF, the Parties hereunto have caused this instrument to be executed this 28th day of August, 2023.

GLEN MILLICAN

Glen Millican

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

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

Recommended by:

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

Approved as to
Legal Form

NSB

Approved as to Legal Form _____

Schedule 3.5

Extra Compensation

University agrees to pay Coach the following extra compensation, subject to the terms of Section 3.1.7 of the Agreement.

Incentive	Incentive Award
1. Conference Tournament Championship	5% of Base Salary
2. *NCAA Post-Season Appearance (team) *NCAA Championship Site Qualifier (team) *NCAA Match Play Qualifier – Top 8 (team) *NCAA National Championship Winner (team)	2% of Base Salary 4% of Base Salary 8% of Base Salary 25% of Base Salary
3. Academic Achievement Award (985 APR)	2% of Base Salary
4. *Conference Coach of the Year *National Coach of the Year	2% of Base Salary 4% of Base Salary

*Incentive earned for highest achievement in group only