

**SPECIAL AGREEMENT REGARDING
LABOR CODES OF CONDUCT**

This is an Agreement between ----, a ---- organized under the laws of the state of «State», having its principal place of business at ---- (“Licensee”), and IMG College Licensing LLC, a Georgia limited liability company, having its principal place of business at 1075 Peachtree Street Suite 3300, Atlanta, Georgia 30309 (“IMGCL”), as agent on behalf of the Collegiate Institutions.

WHEREAS Licensee and IMGCL have entered into and are operating under the terms of the Standard Retail Product License Agreement and/or other similar license agreements involving the use of Collegiate Institution indicia (collectively, the “License Agreement”);

WHEREAS Collegiate Institutions have adopted certain labor code standards and verification / monitoring procedures regarding the manufacture, production and sale of Licensed Articles (“Code(s) of Conduct”);

WHEREAS Collegiate Institutions have directed IMGCL to implement their respective Codes of Conduct with Licensee as an additional License Agreement requirement;

WHEREAS defined terms not defined herein will have the same meanings as ascribed to such terms in the License Agreement.

NOW, THEREFORE, in consideration of the parties’ mutual covenants and undertakings, and other good and valuable consideration the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. LICENSEE OBLIGATIONS

Certain Collegiate Institutions have directed IMGCL to implement the Code of Conduct requirements as described in this Agreement as an institutional policy and requirement, as provided in the License Agreement. Accordingly, Licensee shall comply with Code of Conduct requirements as directed by the respective Collegiate Institutions and as described in this Agreement in order to remain in compliance with the License Agreement. Licensee shall cooperate with IMGCL, the Collegiate Institutions and/or their agents or representatives in periodic inspections of Licensee’s factory sites to ensure that Licensee is in compliance with such Code of Conduct requirements. Licensee’s failure to comply with Code of Conduct requirements for a Collegiate Institution shall be considered a breach of the License Agreement regarding the applicable Collegiate Institution.

2. CURRENT CODE OF CONDUCT REQUIREMENTS

Certain Collegiate Institutions have adopted Code of Conduct requirements. Those requirements are set forth on the attached Schedules and Riders.

3. ADDITIONS / MODIFICATIONS OF CODE OF CONDUCT REQUIREMENTS

Additional Collegiate Institutions may from time to time implement Code of Conduct requirements, and Collegiate Institutions may from time to time modify their Code of Conduct requirements. IMGCL shall give Licensee reasonable written notice of any changes in Code of Conduct requirements. Licensee, upon receipt of the notice, shall be responsible for complying with the new Code of Conduct requirements.

4. TERM

This Agreement shall begin effect on the last date of signature below and shall terminate upon the termination, revocation, cancellation or expiration of the rights granted Licensee under the License Agreement with respect to affected Collegiate Institution(s). Any renewal(s) of said License Agreement shall constitute renewal of this Agreement.

5. SEVERABILITY

The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

6. NO WAIVER, MODIFICATION, ETC.

This Agreement, including attachments, constitutes the entire agreement and understanding between the parties and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between Licensee, IMGCL and Collegiate Institutions. There are no representations, promises, agreements, warranties, covenants or understandings other than those

contained herein. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both parties. However, failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

7. MISCELLANEOUS

When necessary for appropriate meaning, a plural shall be deemed to be the singular and singular shall be deemed to be the plural. The attached Schedules and Riders are an integral part of this Agreement. Paragraph headings are for convenience only and shall not add to or detract from any of the terms or provisions of this Agreement. This Agreement shall be construed in accordance with the laws of the state of Georgia, which shall be the sole jurisdiction for any disputes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. Signatures transmitted electronically by portable document format (pdf) file or facsimile shall be binding for all purposes hereof.

LICENSEE: -----

IMG College Licensing, LLC

By: -----Seal]

By: -----

Title: -----

Title: -----

Date: -----

Date: -----

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Labor Code Standards Schedule I

I. Introduction: IMG College Licensing (“IMGCL”) and the collegiate institutions represented by IMGCL (“Collegiate Institutions”) are each committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective educational, research and/or service missions, and to protecting and preserving the global environment. While IMGCL and the Collegiate Institutions believe that Licensees share this commitment, IMGCL and certain Collegiate Institutions have adopted the following Labor Code Standards (the “Code”) which requires that all Licensees, at a minimum, adhere to the principles set forth in the Code.

Throughout the Code the term “Licensee” shall include all persons or entities which have entered into a written “License Agreement” with IMGCL to manufacture “Licensed Articles” (as that term is defined in the License Agreement) bearing the names, trademarks and/or images of one or more Collegiate Institutions. The term “Licensee” shall for purposes of the Code, and unless otherwise specified in the Code, encompass all of Licensees’ contractors, subcontractors or manufacturers which produce, assemble or package finished Licensed Articles for the consumer.

II. Standards: Licensees agree to operate work places and contract with companies whose work places adhere to the standards and practices described below. IMGCL and the Collegiate Institutions prefer that Licensees exceed these standards.

A. Legal Compliance: Licensees must comply with all applicable legal requirements of the country(ies) of manufacture in conducting business related to or involving the production or sale of Licensed Articles. Where there are differences or conflicts with the Code and the laws of the country(ies) of manufacture, the higher standard shall prevail, subject to the following considerations. In countries where law or practice conflicts with these labor standards, Licensees agree to consult with governmental, human rights, labor and business organizations and to take effective actions as evaluated by IMGCL, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to achieve the maximum possible compliance with each of these standards. Licensees further agree to refrain from any actions that would diminish the protections of these labor standards.

B. Employment Standards: Licensees shall comply with the following standards:

1. Wages and Benefits: Licensees recognize that wages are essential to meeting employees’ basic needs. Licensees shall pay employees, as a floor, at least the minimum wage required by local law or the local prevailing industry wage, whichever is higher, and shall provide legally mandated benefits.¹
2. Working Hours: Except in extraordinary business circumstances, hourly and/or quota-based wage employees shall (i) not be required to work more than the lesser of (a) 48 hours per week and 12 hours overtime or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture or, where the laws of such country do not limit the hours of work, the regular work week in such country plus 12 hours overtime; and (ii) be entitled to at least one day off in every seven day period.
3. Overtime Compensation: In addition to their compensation for regular hours of work, hourly and/or quota-based wage employees shall be compensated for overtime hours at such a premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.
4. Child Labor: Licensees shall not employ any person at an age younger than 15 (or 14, where, consistent with International Labor Organization practices for developing countries, the law of the country of

¹IMGCL and the Collegiate Institutions will continue to monitor these issues and will promote studies that examine conditions and factors related to minimum and prevailing wages and employees’ basic needs.

manufacture allows such exception). Where the age for completing compulsory education is higher than the standard for the minimum age of employment stated above, the higher age for completing compulsory education shall apply to this section. Licensees agree to consult with governmental, human rights and nongovernmental organizations, and to take reasonable steps as evaluated by IMGCL, the applicable Collegiate Institution(s) or their designee, and the applicable Licensee(s) to minimize the negative impact on children released from employment as a result of implementation or enforcement of the Code.

5. **Forced Labor:** There shall not be any use of forced prison labor, indentured labor, bonded labor or other forced labor.
6. **Health and Safety:** Licensees shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, linked with, or occurring in the course of work or as a result of the operation of Licensee facilities.
7. **Nondiscrimination:** No person shall be subject to any discrimination in employment, including hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin.
8. **Harassment or Abuse:** Every employee shall be treated with dignity and respect. No employee shall be subject to any physical, sexual, psychological or verbal harassment or abuse. Licensees will not use or tolerate any form of corporal punishment.
9. **Freedom of Association and Collective Bargaining:** Licensees shall recognize and respect the right of employees to freedom of association and collective bargaining.

COLLEGIATE INSTITUTIONS - LIST I

The following Collegiate Institutions have adopted Labor Code Standards – Schedule I:

1. Institutions that require the Schedule I standards are listed here.

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**Labor Code Standards
Rider 1 to Schedule I**

Full Public Disclosure:

Each Licensee shall disclose to the Collegiate Institution(s) or its designee the location (including factory name, contact name, address, phone number, e-mail address, products produced, and nature of business association) of each factory used in the production of all items which bear Licensed Indicia (as defined in the License Agreement) . Such information shall be updated upon change of any factory site location. The Collegiate Institution(s) reserve the right to disclose this information to third parties, without restriction as to its further distribution.

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COLLEGIATE INSTITUTIONS - LIST II

The following Collegiate Institutions have adopted Rider 1 to Schedule I:

1. Institutions that require the Rider 1 to Schedule I standards are listed here.

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**Labor Code Standards
Rider 1A to Schedule I**

Full Public Disclosure:

For University of Arizona licensees, full public disclosure includes but shall not be limited to direct disclosure to the University, in addition to required disclosure to IMGCL or various other monitoring organizations.

Monitoring:

In addition to any other monitoring provisions or practices which the University of Arizona may require, including but not limited to those developed by or to be developed by the FLA, IMGCL, or other programs in which the University elects to participate, the University further requires that as part of its overall Code compliance and monitoring program, Licensees will accommodate unannounced visits to, and unannounced independent monitoring of, factories selected without the participation of the companies whose factories, or whose contractors' factories, are being monitored. For purposes of this provision, "independent monitoring" must involve accreditation of monitors wherein the qualifying person or group has no monetary interest in the outcome of the monitoring process. The independent monitor may not be chosen by the individual corporate or other ownership entity whose factories or whose contractor's factories are being monitored, nor may the monitors be selected or accredited by a group dominated by commercial or corporate interests or entities. Accreditation should occur through organizations with balanced representation of business entities, universities, human rights organizations and preferably labor rights organizations.

**Labor Code Standards
Rider 2 to Schedule I**

Women's Rights:

1. Women workers will receive equal remuneration, including benefits, equal treatment, equal evaluation of the quality of their work, and equal opportunity to fill all positions as male workers.
2. Pregnancy tests will not be a condition of employment, nor will they be demanded of employees.
3. Workers who take maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits.
4. Workers will not be forced or pressured to use contraception.
5. Workers will not be exposed to hazards, including glues and solvents, that may endanger their safety, including their reproductive health.
6. Licensees shall provide appropriate services and accommodations to women workers in connection with pregnancy.

COLLEGIATE INSTITUTIONS - LIST III

The following Collegiate Institutions have adopted Rider 2 to Schedule I:

1. Institutions that have adopted Rider 2 to Schedule I are listed here.

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Fair Labor Association Membership Schedule II

Licensee shall comply in full with the affiliation requirements of the Fair Labor Association's (FLA) Collegiate Licensee Program. The Collegiate Institutions that are affiliates of the FLA are listed on the attached List IV.

Incorporated in 1999, the FLA is a collaborative effort of socially responsible companies, colleges and universities, and civil society organizations to improve working conditions in factories around the world. The FLA has developed a Workplace Code of Conduct, based on International Labour Organization (ILO) standards, and created a practical monitoring, remediation and verification process to achieve those standards.

The FLA is a brand accountability system that places the onus on companies to achieve the FLA's labor standards in the factories manufacturing their products. Collegiate Institutions affiliated with the FLA seek to ensure that the licensees supplying their Licensed Articles manufacture or source those products from factories in which workers' rights are protected.

The FLA's Collegiate Licensee Program and its requirements for affiliates are outlined at the following weblink:

<http://www.fairlabor.org/fla/go.asp?u=/pub/mp&Page=CollegiateLicensees>

The Fair Labor Association may be contacted at the following address:

Fair Labor Association
1111 19th St. NW, Suite 401
Washington, DC 20036
Tel: +1-202-898-1000
Fax: +1-202-898-9050

COLLEGIATE INSTITUTIONS - LIST IV

The following Collegiate Institutions have adopted Schedule II:

1. Institutions that require the Schedule II standards are listed here.

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**Worker Rights Consortium Membership
Schedule III**

Licensee shall cooperate with the Worker Rights Consortium (WRC). The Collegiate Institutions that are affiliates of the WRC are listed on the attached List V.

The WRC is an independent labor rights monitoring organization that conducts investigations of working conditions in factories on behalf of its affiliate Collegiate Institutions. The WRC conducts independent, in-depth labor rights investigations at factories producing Licensed Articles; issues reports of its findings to affiliate Collegiate Institutions and the public; and, where needed, aids workers to ensure that violations of Collegiate Institution Codes of Conduct are corrected.

Collegiate Institutions that are affiliates of the WRC have agreed to the requirements for affiliation, found at the following weblink:

<http://www.workersrights.org/howto/>

The WRC may be contacted at the following address:

Worker Rights Consortium
5 Thomas Circle NW, Fifth Floor
Washington, DC 20005
Phone: (202) 387-4884
Fax: (202) 387-3292
lynnette.dunston@workersrights.org

COLLEGIATE INSTITUTIONS—LIST V

The following Collegiate Institutions have adopted Schedule III

1. Institutions that require the Schedule III standards are listed here.

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Accord on Fire and Building Safety in Bangladesh Requirement

Schedule IV

Licensees which source collegiate products in Bangladesh must sign the Accord on Fire and Building Safety in Bangladesh (“Accord”). Licensees must be identified among Accord signatories at <http://bangladeshaccord.org/signatories/> and provide written documentation to IMGCL and the Collegiate Institutions to this effect prior to sourcing collegiate product in Bangladesh. Licensees who have already signed the Accord must maintain their signatory status in the Accord if they intend to continue sourcing in Bangladesh and they must provide documentation to this effect to IMGCL and the Collegiate Institutions annually and upon request.

COLLEGIATE INSTITUTIONS—LIST VI

The following Collegiate Institutions have adopted Schedule IV:

1. Institutions that require the Schedule IV standards are listed here.