

## **UNIVERSITY AND STATE REQUIRED PROVISIONS**

1. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. The University's obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction and waives any objection it may have to the venue or convenience of forum.

2. **Dispute Resolution.** If a dispute arises under this Agreement, the parties will exhaust all applicable administrative remedies under Arizona Board of Regents Policy 3-809.

3. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to in Arizona Revised Statutes ("A.R.S.") § 12-133. Nothing in this Section 25 is intended to, or should be interpreted to, interfere with or supersede the arbitration rules and requirements set forth in the Settlement or any arbitration rules promulgated by the CSC, NCAA or the Conference pursuant to that Settlement, including but not limited to the requirement that certain student-athlete eligibility disputes be arbitrated through the procedures set forth in the Settlement.

4. **Records.** To the extent required by A.R.S. § 35-214, Contracting Party will retain all records relating to this Agreement. Contracting Party will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at ASU in Tempe, Arizona, or another location designated by ASU on reasonable notice to Contracting Party.

5. **Trade Secrets and Confidentiality.** The value or amount of the Base Fee provided to College Athlete under this Agreement is considered a "trade secret" under Arizona law, such that the secret nature of this payment information provides a competitive business advantage to the University, or an opportunity to obtain an advantage, over those who do not know or use it. Neither party will provide this information to any third party unless such disclosure is required by law or court order or for either party to comply with an appropriate request, order, or directive of the CSC, NCAA (or subsequent membership authority), or the Conference. Notwithstanding the foregoing, College Athlete may disclose the terms of this Agreement to immediate family, legal counsel, tax advisors or preparers, financial advisors, or agents. Before disclosure to any permissible third party, that party must also agree to maintain the confidentiality of the terms. The parties acknowledge that the disclosure of such information would cause harm to the University. The parties acknowledge that trade secrets are exempt from disclosure under state public records requests, however, the University, as a public institution, is subject to A.R.S. §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is therefore limited to the extent necessary to comply with Arizona law.

6. **Conflict of Interest.** If within three (3) years after the execution of this Agreement, College Athlete hires as an employee or agent any University representative who was significantly

involved in negotiating, securing, drafting, or creating this Agreement, then University may cancel this Agreement as provided in A.R.S. § 38-511.

7. **Assignment.** College Athlete may not delegate, transfer, or assign, in whole or in part, any of College Athlete's rights or obligations under this Agreement, whether to an Affiliate or a third party, without the prior written consent of the University (which may be withheld in the University's sole and absolute discretion), and any attempted delegation, transfer or assignment without such written consent shall be null and void. This Agreement shall be binding upon the permitted successors and assigns of the parties hereto.

8. **Nondiscrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination including the Americans with Disabilities Act.

9. **Bankruptcy.** All rights and licenses granted under or pursuant to this Agreement by College Athlete are, and will otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses of rights to "intellectual property" as defined under Section 101 of the United States Bankruptcy Code, regardless of the form or type of intellectual property under or to which such licenses of such rights are granted and regardless of whether the intellectual property is registered in or otherwise recognized by or applicable to the United States of America or any other country or jurisdiction. The University and its Affiliates, as licensees of the NIL Rights, will retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code. In the event of the commencement of a bankruptcy proceeding by or against College Athlete, the University and its Affiliates shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in their possession, will be promptly delivered to them: (a) upon any such commencement of a bankruptcy proceeding upon written request therefor, unless College Athlete continues to perform all of its obligations under this Agreement; or (b) if not delivered under clause (a) above, following the rejection of this Agreement by or on behalf of College Athlete upon written request therefore by the University or its Affiliates.

10. **Weapons, Explosives, and Fireworks.** ASU's Weapons, Explosives, and Fireworks Policy prohibits the use, possession, display, or storage of any weapon, explosive device, or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in A.R.S. § 12-781, or unless written permission is given by ASU's Police Chief or a designated representative. Contracting Party will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees, or licensees of Contracting Party of this policy, and Contracting Party will enforce this policy against all such persons and entities. ASU's Weapons, Explosives, and Fireworks Policy is located at the following link: <http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.