

USA Curling National Team Athlete Agreement

This Athlete Agreement (“Agreement”) effective as of the date of signature on page 7 (the “Effective Date”), is by and between USA Curling, a nonprofit corporation having its principal office at 5525 Clem’s Way, Stevens Point, WI and the “Athlete” (Print Name, address and sign on page 7). Athlete and USA Curling may be collectively referred to herein as the “Parties” and each individually as a “Party.”

Recitals

USA Curling is the national governing body for the sport of curling in the United States in accordance with The Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. § 220501 et seq. (the "Act"). As the national governing body, USA Curling is responsible for developing elite athletes with the goal of podium finishes at the Olympic Games and other international competitions. As part of that mission, USA Curling has developed a National Team Program to support athletes who have demonstrated the capability to be elite international athletes with potential to win medals in international competition.

Athlete participates in the USA Curling National Team Program according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. **Term.** This Agreement shall commence as of the Effective Date and shall continue through and include June30th 2021 unless earlier terminated as set forth in Section 5.
2. **Obligations of USA Curling.** USA Curling agrees to perform the following duties and obligations:
 - (a)
 - (b) **Use of Image.** In no event will USA Curling use or authorize the use of Athlete’s name, picture, likeness, voice and biographical information for the purpose of trade, including any use in a manner that would imply Athlete’s endorsement of any company, product, or service, without Athlete’s express written permission.

(c) Corporate Sponsor Networking Events. USA Curling shall use its commercially reasonable efforts to develop corporate sponsor networking events, and Athlete and their agent may participate in such corporate networking events for the purpose of meeting potential personal sponsors.

(d) USA Curling Support Staff. USA Curling, through its office staff, shall be available to Athlete to coordinate all USA Curling athlete activities, including programs of the USOPC and its training centers.

(e) Personal Performance Gear. USA Curling will not prevent Athlete from using personal performance gear, as defined by USA Curling in agreement with the USOPC, of his/her choice in competitions and training. Further, USA Curling shall not require Athlete to cover up a manufacturer logo on Personal Performance Gear in training or competitions, as long as it complies with the relevant IOC, IPC or World Curling Federation (WCF) rules regarding size and placement.

(f) Agents. USA Curling shall not prevent Athlete from hiring or retaining an agent.

(g) Logo Space on Uniforms or Equipment. Athletes may promote sponsors on their uniforms as allowed within the general guidelines for all participants in USA Curling events. National Team athletes will be allowed to display up to four sponsors their team acquires on USA Curling-supplied uniforms or equipment, including for official USA Curling or USA Curling sponsor events, and domestic and international events in which athletes and/or teams are entered on behalf of USA or USA Curling (excepting for World Championships and Olympic/Paralympic Games, and other such events which have separate and specific apparel sponsorship rules). These sponsors must be pre-approved by USA Curling and will be limited to sponsors not in direct conflict with existing USA Curling or event-related sponsors, and at least three of the four must be providing a minimum of \$5,000 in value (75% in cash) to the team. USA Curling also reserves the right to display USA Curling sponsors on the National Team athlete uniforms. The placement and size of sponsor logos must be pre-approved by USA Curling. See Appendix D for full details.

(h) Selection to Program. Athletes will be selected to USA Curling's National Team Program according to procedures as posted/distributed by USA Curling. In all matters relating to team line-up, selection or removal from the Program, the decision-making process rests with the designated National Director for the athlete and/or team in question.

3. Obligations of Athlete. Athlete agrees to perform the following duties and obligations:

(a) USA Curling Membership and Eligibility. Athlete is and shall remain a member of a club that is in good standing with the United States Curling Association (USCA) throughout the

Term. Athlete must remain eligible to compete in international competitions for the USA for the entire term of this agreement.

(b) Administrative Deadlines. Athlete shall comply with all applicable deadlines established by USA Curling.

(c) Anti-Doping. Athlete shall comply with all anti-doping policies, procedures and protocols of the International Olympic Committee (IOC), International Paralympic Committee (IPC), World Curling Federation (WCF), World Anti-Doping Agency (WADA), United States Anti-Doping Agency (USADA) and United States Olympic & Paralympic Committee (USOPC).

(d) Code of Conduct. Athlete shall abide by USA Curling's Code of Conduct which is attached as Appendix B and incorporated into this Agreement.

(e) Championship Rules. Athlete agrees to abide by all written and published USCA championship rules, policies and procedures specific to the event(s) they are competing in.

(f) Use of Image. Athlete agrees to be filmed, videotaped and photographed, and to have his/her name, image, picture, likeness, voice and biographical information otherwise recorded, in any media, by USA Curling's official photographer(s), film crew(s) and video crew(s), and by any other entity authorized by the USA Curling, under the conditions specified by USA Curling (the "Footage").

Athlete grants to USA Curling the irrevocable, perpetual, fully paid-up, worldwide right and license to use, and to authorize third parties to use, in all media, the Footage for: (1) news and information purposes, (2) promotion of the specific competition(s) in which Athlete competes, (3) promotion of the national team, and (4) promotion of the sport of curling, provided that, in no event may the USA Curling use or authorize the commercial use of the Footage in any manner that would imply Athlete's endorsement of any company, product, or service, without Athlete's express written permission, as further depicted in Section 2(b). Athlete understands that USA Curling will exercise this right only in a group basis, i.e. applications involving the use of images of three or more Athletes.

(g) Participation in Media Sessions. Athlete agrees to participate in media sessions including photo shoots, as reasonably requested by USA Curling, to promote a competition in which Athlete is participating, at no cost to the athlete.

(h) Autographed Items. Athlete shall autograph up to twenty-five (25) items, provided by USA Curling at its expense, which USA Curling may use to promote the sport and its mission, such as items for thank you gifts, auctions, etc. These items may be provided by USA Curling sponsors and would thus have sponsor's manufacturing marks on them.

(j) Training. Unless otherwise agreed by USA Curling in writing, Athlete shall train for peak performances at key national and international events held during the Term. Athlete's training shall be in accordance with his/her Athlete Training Plan as agreed with the National Coaching Team and staff.

(k) Commitment to Train for and Participate in 2021 World Championships (Men's, Women's or Mixed Doubles) or 2021 World Junior Championships. Athlete commits to USA Curling that it is his/her intention to train for the 2021 World Championships or World Junior Championships, as applicable, barring injury or other unforeseen circumstances. Further, if Athlete qualifies according to the applicable selection procedures, Athlete fully intends to compete in the 2021 World Championships or World Junior Championships, as applicable.

(l) National Team Program authority. All athletes and teams selected to the National Team Program will be under the direction of the National Coaching Team, led by a designated National Director. In all matters relating to team line-up, selection or removal from the National Team Program, the National Director shall make all final decisions.

(m) Camps and Competition. Unless excused in writing by USA Curling, Athlete shall attend the events identified in Appendix A.

(n) NCAA Eligibility. If Athlete wishes to remain eligible under National Collegiate Athletic Association (NCAA) rules, it is the Athlete's responsibility to know the rules and take the necessary steps to remain eligible, including compensation, endorsement and agent responsibilities.

(o) USA Curling Marks and Logos. Athlete may not use or authorize the use of USA Curling's intellectual property, including use of photographs, films or videos of Athlete in USA Curling apparel or equipment, or the marks and logos of the USA Curling, or terms containing "National Team" without the express written permission of USA Curling.

(p) Team Apparel. Athlete will wear designated USA Curling apparel at all official Team USA functions and events, and will not conceal or cover-up any USA Curling sponsor, supplier or licensee brand or other identification appearing on USA Curling apparel, unless directed to do so by an official of USA Curling.

(q) No Other Logos on Team Uniform. Athlete is not permitted to add to the official National Team uniform or designated USA Curling apparel any trade name, trademark, name, logo or any other identification of any person, company or business unless expressly provided for in this Agreement or a written waiver, or as provided in 2(g) above.

(r) **Confidentiality.** Athlete agrees not to reveal or disclose to any person USA Curling and USCA's confidential information which shall include, but not be limited to, all information relating to technology, reports, inventions, discoveries, improvements, developments, devices, tools, software, video, audio, multimedia productions, marketing programs, marketing concepts, marketing plans, marketing proposals, procedures, financial information, formula, processes, plans, samples, models, drawings, compilations, methods, designs, programs, techniques and specifications, oral or in writing or in some other form, which is under the control of USA Curling and/or USCA. Any information, intelligence or materials obtained or provided to the Athlete, whether orally or in writing, during the Term of this Agreement remains the sole property of USA Curling and may not be provided to any other party without the express written permission of USA Curling.

4. Compensation.

(a) Travel and Training Expenses. Provided that Athlete complies with all the terms and conditions set forth in this Agreement and established by the USOPC, USA Curling shall reimburse the Athlete under the terms of USA Curling's Expense reimbursement policy attached as Appendix C. Payments shall be made by USA Curling check or direct deposit if arranged in advance. All expenses must be pre-approved (in advance of the expenditure) by the National Director.

(b) Taxes. Athlete is an independent contractor and shall be solely responsible for any and all taxes and withholdings that may be due on compensation paid under this Agreement. USA Curling shall have no responsibility for any taxes or withholdings on amounts paid to Athlete.

5. Termination of Agreement or Suspension of Activities.

(a) Termination by USA Curling. If, due to breach of this Agreement, the designated National Director determines that an athlete must be removed from the National Team Program prior to the end of the Term, he/she shall do so in writing in advance of such removal.

(b) Termination by Athlete. If the Athlete wishes to leave the National Team Program and terminate this Agreement prior to the end of the Term, he/she must provide notice, in writing to the designated National Director at least fifteen (15) days prior to termination of all obligations under this Agreement.

(c) USA Curling acknowledges that, from time to time, Athlete may desire to take an extended break from training. If Athlete desires to suspend training for a period of longer than four (4) weeks, Athlete acknowledges and agrees that USA Curling may suspend the delivery of

benefits to Athlete under this Agreement unless Athlete has first obtained the prior written approval of USA Curling to continue the benefits while Athlete is not training.

6. Dispute Resolution. The Parties agree that any dispute under this Agreement shall first be addressed by good-faith negotiation of the Parties. If a dispute involving a breach, act, omission or interpretation of this Agreement is not resolved by good-faith negotiation, the dispute shall be resolved by a hearing under the grievance procedures in the Bylaws, as amended, of USA Curling.

7. American Arbitration Association (AAA) . In the event that the Parties cannot resolve a dispute under Section 6 above, either Party may bring any controversy or claim arising out of or relating to this contract, or breach thereof, for final settlement by arbitration administered by the AAA under their Commercial Rules.

8. Miscellaneous.

(a) Nature of the Parties' Relationship. It is expressly understood and agreed that, in the performance of this Agreement, USA Curling and Athlete shall be independent contractors, free from control of each other except as specified in this Agreement.

(b) Intellectual Property and Ownership. Nothing contained herein will be construed as an assignment or grant to Athlete of any right, title or interest in or to USA Curling's trademarks, or in or to any copyright or other right in and to USA Curling's materials. Likewise, nothing contained herein will be construed as an assignment or grant to USA Curling of any right, title or interest in or to Athlete's image and personality rights.

(c) Notices. Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed properly delivered on the earlier of the actual receipt, one day after being sent via electronic mail, or three days after the date deposited in the U.S. Mail, by first class mail, addressed to the recipient at the Athlete's address set forth below.

(d) Force Majeure. If for any reason outside a Party's reasonable control, including without limitation strikes, boycotts, war, acts of God, labor troubles, riots, acts of terrorism, delays of commercial carriers, restraints of public authority, or for any other reason, similar or dissimilar, beyond either Party's control, a Party is unable to perform its duties and obligations hereunder, such failure to perform will not be considered a default under this Agreement, and such Party will not be liable for the failure to deliver the corresponding benefits and privileges.

(e) Entire Agreement. This Agreement, together with any attachments hereto, contains the entire agreement and understanding of the Parties and supersedes all prior agreements and understandings, whether verbal or written, with respect to the subject matter hereof and any such other agreements or understandings are hereby revoked.

(f) Waiver. A failure on the part of either Party to exercise any right, remedy, power, or privilege under this Agreement will operate as a waiver thereof. No waiver will be effective unless it is in writing and signed by the Party granting such waiver.

(g) Severability. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, that determination will in no way affect the validity or enforceability of any other provision herein.

(h) Governing Law. The terms of this Agreement and any dispute between the Parties shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

USA Curling:

Athlete Name: _____

Signature:

National Director Name: _____ Signature: _____

Date: _____

Date: _____

Athlete Name _____

Address _____

Athlete Ph: _____

PARENT/GUARDIAN CERTIFICATION
(For Participants under the Age of 18 as of Effective Date)

Signature

Date

Print Name & Relationship (Parent or Guardian)

Appendix A

FURTHER OBLIGATIONS of ATHLETE and/or USA Curling

1. Athlete shall sign and agree, no later than October 1, 2020 to an Athlete Competition Schedule and Training Plan for the 2020-21 season under the direction of the National Coaching Team led by the National Directors. Athlete shall consult with their designation coach and National Director in putting together an Athlete Competition Schedule and Training Plan.
2. Athlete shall attend any scheduled USA Curling funded camps, to be determined, but a minimum 30 days' written notice will be given to the Athlete of such camps.

Appendix B

USA Code of Conduct

ATHLETE PLEDGE

I pledge to uphold the spirit of USA Curling's Code of Conduct (the "Code"), which offers a guide to my conduct as a member of USA Curling's National Team. I acknowledge that I have a right to a hearing if my opportunity to compete is denied or if I am charged with a violation of this Code.

I have familiarized myself with the Code and understand that acceptance of its provisions is a condition of my participation on the National Team.

As a member of the National Team, I hereby promise and agree that I:

- will abide by all published rules related to the Team selection procedures as approved by USA Curling and that as a member of the National Team I am under the direction of the National Coaching Team and the designated National Director;
- have acted and will act in a sportsmanlike manner consistent with the spirit of fair play and responsible conduct;
- will maintain a level of fitness and competitive readiness that will permit my performance to be at the maximum of my ability;
- will submit to a physical examination by USA Curling's medical personnel if my ability to compete is compromised due to physical injury and I understand that such injury may be cause for my not being selected to the Team, being removed from the Team, or not being allowed to participate if I remain on the Team;
- will not commit an anti-doping violation as defined by the International Olympic Committee (IOC), the World Curling Federation (WCF), the World Anti-Doping Agency (WADA), the United States Anti-Doping Agency (USADA) or the United States Olympic & Paralympic Committee (USOPC) rules;
- am not currently serving a doping violation and/or do not have a pending or unresolved doping charge;

- will not engage in any conduct that is criminal under any laws applicable to me, including, but not limited to laws governing the possession and use of drugs and alcohol and providing of drugs to any person and of alcohol to minors;
- understand that if I require legal representation because I am accused of criminal misconduct or an anti-doping violation, or if for any other reason I require the services of an attorney, I will be personally responsible for payment of such legal fees and expenses;
- will not participate or assist in any gambling or betting activities associated with any event related to my sport or my participation;
- will not consume alcohol in competition. Coaches are prohibited from consuming alcohol with their athletes.
- am eligible to compete under the rules of USA Curling, WCF, USOPC and the IOC;
- am in possession of a valid USA passport, that will not expire prior to six (6) months following the conclusion of the international competition, should I be chosen for an international team that requires a passport;
- will refrain from conduct detracting from my ability or that of my teammates to attain peak performance;
- will respect the property of others whether personal or public;
- will respect members of my Team, other teams, spectators and officials, and engage in no form of discriminatory behavior or verbal, physical or sexual harassment or abuse;
- will follow my Team's rules, including by way of example, rules regarding curfew, required attendance at team meetings, consumption of alcoholic beverages and prohibitions on the release of confidential team information;
- will abide by the rules of USA Curling and the WCF concerning allowable trademark identification on clothing and equipment worn or used in competition or on visible body tattoos;
- will act in a way that will bring respect and honor to myself, my teammates, USA Curling and the United States;
- will always remember that I am an ambassador for my sport, my country and the Olympic Movement;

- I have read and accept this Code of Conduct. I agree to the rules, guidelines, jurisdiction and procedures stated in these documents as a condition of participating as a member of the National Team.

ATHLETE OMBUDSMAN

I may contact the USOPC Athlete Ombudsman, ombudsman@usathlete.org, for further information regarding my rights as an athlete under this Code.

Appendix C

USA Curling policy and procedures related to cash advances, and expense reimbursements.

Please note that ALL expenses must be pre-approved by the athletes designated National Director

GENERAL:

1. **In general, USA Curling will reimburse expenses in the following categories:**
 - a. Airfare: Reimbursement will be provided for round-trip coach airfare. Whenever possible less expensive flying shall be the preferred mode of transportation.
 - b. Use of Personal Vehicle: Reimbursement shall be made to athletes on USA Curling administrative business under grants that include transportation for the authorized cost of using a personal vehicle at the IRS standard mileage reimbursement rate. The reimbursement for approved travel by automobile shall not exceed the travel expenses incurred by flying as an alternative.
 - c. Meals and Incidentals: Subject to budget availability, the USA Curling shall pay up to \$50 per diem for food expenditures and incidental expenses for authorized travel in the U.S and Canada. For travel outside of the U.S. or Canada, reimbursement (also subject to budget availability) shall be at the rate of up to \$75 per diem. Per diems will be reduced for meal(s) provided, according to the following schedule: breakfast: 15% of per diem rate; lunch: 25% of per diem rate; dinner: 60% of per diem rate. Receipts must be provided for meal expenses not covered by per diems.
2. **In the situation where team members are paid cash from an advance – or when teams or individuals are being reimbursed – a Project Expense Report Form is to be maintained** by the Team Administrator or Leader, or designated responsible party, and filed with the receipts.
 - a. Within a maximum of four weeks after the date of the event (but ideally within 2 weeks) or such other period as the Treasurer or Chief Executive Officer may specify, the payee must submit a detailed report of the funds expended including all receipts. If there are expenses not yet known at the time the report is due, the holder of the advance must submit in writing a partial report of the known expenses and an estimate of the expenses due, together with a return of such funds remaining. All expenses due after the report shall be authorized by the Team Administrator or Leader and paid by the National Office.
 - b. Please use a new form for each event, i.e., one form/one event.
3. **Submission of Receipts:** To be reimbursed for approved expenditures as described in this procedure, you must submit receipts for airfare, hotels and meals (if/where applicable in lieu of per diems), as well as miles driven. These receipts must be submitted within 30 days of the end of the event. If no receipts are received, the Controller will remind the individual that receipts must be received before reimbursement will be made. The individual then has 30

days to submit receipts to USA Curling office. If these receipts are not received in this time period, the individual assumes full financial responsibility for the expenses.

- a. USA Curling requires a receipt for every expense that's being charged to a team's cash advance or being reimbursed. If a receipt isn't available (perhaps for a bus ride, some tolls, and so on), the team must keep a record of these expenses (see item #2, above). We encourage everyone, whenever possible, to provide receipts for all their expenses, large and small. This includes (but is not limited to) airline baggage fees, local transportation, rental car fuel, tolls. Please note that USA Curling policy provides for the possibility of limited reimbursement without receipts for expenses under \$25.00.
- b. USA Curling requires original receipts or scanned copies of the originals. Original copies should be held for a period of 4 years. This is a USOPC Audit Department requirement.
- c. Receipts should show date and amount of payment, what the payment was for, and the name of the payee. If the name of the payer is also included, so much the better.
- d. Receipts should be legible and clearly state which event they were for.
- e. Not all documents qualify as receipts.
 - i. A photocopy of a check the team or individual has written to cover an expense does not qualify as a receipt.
 - ii. In most cases, credit card statements do not qualify as receipts (evidence of credit card foreign transaction fees is an exception).
- e. Credit card statements can be used to document some specific expenses. This includes the U.S. cost to the team for foreign transactions (and foreign transaction credit card fees that were assessed), but credit card statements alone are not sufficient for everything – we will still need an original receipt for the foreign transaction (entry fee, hotel, car rental, trains, etc.).
- f. Per diems and meal reimbursements
 - i. We do not require receipts for meals covered by per diems, but receipts are needed for any meals that are reimbursed.
 - a) Per diems are intended to cover the meals that individuals pay for out-of-pocket. Any meals that are covered either by full reimbursement or other means (breakfasts that are included, for example, with the cost of a hotel room) are not eligible for per diem.
 - b) If a USA Curling staff member pays for a group meal that will be covered by reimbursement, we will need the names of everyone whose meal was covered, as well as the receipt. Anyone in the group meal should not request per diem for that meal.
 - c) USA Curling does not cover the purchase of alcoholic beverages.
 - ii. Reimbursement can be expected within thirty (30) days of the USCA's receipt of all required documentation of expenses.

APPENDIX D

2020-21 USA CURLING NATIONAL TEAM ATHLETE MARKETING AGREEMENT

Recitals

A. USA Curling is recognized as the national governing body for the sport of curling in the United States. As the national governing body of curling, USA Curling is responsible for promoting and developing this sport in the United States.

B. USA Curling has entered, and will enter, into sponsorship arrangements and agreements with entities who agree to pay USA Curling monetary or other consideration to be recognized as a sponsor or supplier of USA Curling.

C. USA Curling provides its National Team Athletes with travel and training subsidies for camps, World Curling Tour and other competitive events, national championships; and event support services including officiating, ice making, and promotions; and complete support at World Championships, among other programs and services.

D. Athlete is a competitive athlete engaged in the sport of curling and is an individual member of a club that is a member in good standing of USA Curling, or is an individual member in good standing of USA Curling. Athlete desires to grant USA Curling certain marketing rights with respect to Athlete which would allow USA Curling to use Athlete in the promotion of USA Curling sponsors or suppliers. For purposes of this agreement, Athlete is defined as an athlete in USA Curling's National Team Program.

1. Definitions

A. Athlete Designated Area refers to that portion of the Equipment and Competition and Non-Competition Apparel on which Athlete is entitled to display the names and logos of Athlete Sponsors, as described in Section 8.

B. Athlete Sponsor refers to any sponsor or supplier of Athlete where the Athlete Sponsor is entitled to receive marketing or promotional benefits.

C. Competition Apparel refers to all apparel that Athletes wear while training or competing in curling as part of the National Team Program.

D. Non-Competition Apparel refers to baseball cap, hats, T-shirts, polo shirts, long sleeve shirts, shorts, fleece jacket, tear away pants, stretch pants, footwear, (including, but not

limited to, winter boots), headband and turtleneck, and other items not specifically identified as Competition Apparel.

E. Protected Competitive Apparel refers to those items on the USOC Protected Competitive Apparel list, which includes footwear, gloves/mittens, and pants/slacks/kilt.

F. Apparel shall mean, collectively, Competition Apparel and Non-Competition Apparel.

G. Competition Equipment refers to all equipment that Athletes use while competing in curling.

H. Non-Competition Equipment as provided and paid for by USA Curling refers to broom bags\duffle bags\equipment bags, water bottles, rocks/stones, hacks, scoreboards, time clocks, and measuring devices and other field-of-play items associated with curling and not listed as competitive equipment.

I. Protected Competitive Equipment refers to brooms, sliding devices and personal timing devices.

J. Equipment shall mean, collectively, Competition Equipment and Non-Competition Equipment.

K. Good Faith Negotiations are understood to be actively engaged communications and exchanges of interest and information between USA Curling or an Athlete and a prospective sponsor/supplier.

L. USA Curling-Designated Area refers to that area of the Apparel and Equipment on which USA CURLING is entitled to display the names and logos of USA Curling sponsors and suppliers, as described in Section 8.

M. USA Curling Sanctioned Events includes the Men's and Women's U.S. National Championship, U.S. Men's and Women's Club National Championships, Men's and Women's World Curling Championships, U.S. Men's and Women's Junior National Championships, Men's and Women's World Junior Curling Championships, U.S. Men's and Women's Senior National Curling Championships, Men's and Women's World Senior Curling Championships, the Continental Cup, U.S. National Wheelchair Championships, World Wheelchair Curling Championships, U.S. Mixed National Championship, U.S. Mixed Doubles National Championship and any qualifiers leading directly to it, Mixed Doubles World Championship, World University Games, and any new or heretofore unnamed event in which USA Curling enters a team on behalf of the USA. USA Curling Sanctioned Events also includes any event, competition, social gathering

or assemblage directly related to the aforementioned events, excluding local and regional playoffs leading up to National Championships.

N. Primary Position shall mean the most prominent cresting/logo position in terms of visibility and location. If this is unclear, the entity holding Primary Position rights shall have first choice of position on the piece of apparel or equipment in question.

O. VIK (value-in-kind) means value in product, benefits and/or services in lieu of cash payouts.

2. Agreement

A. USA Curling Obligations:

(ii) USA Curling will use its reasonable efforts to work with Athlete to provide Athlete opportunities with USA Curling sponsors, which may include appearances and individual sponsorship agreements, provided that Athlete acknowledges that USA Curling does not guarantee or warrant that any such opportunities will ultimately be available; and

(iii) Athlete will have the right to display athlete sponsor logos on the Athlete Designated Areas on Team Apparel provided by USA Curling, provided that any and all such displays shall be subject to the exclusivity restrictions set forth in Section 4.

B. Athlete Obligations:

(i) Athlete will display, in accordance with the instructions of USA Curling, USA Curling sponsor names and/or logos in USA Curling Designated Areas on all Equipment used by Athlete, whether such Equipment is owned by USA Curling or is owned by Athlete, personally.

(ii) Athlete will consider using in-competition competitive footwear that may be given to them by USA Curling or its sponsors. USA Curling acknowledges that competition footwear is considered Protected Competitive Equipment, and athlete shall have the right to use footwear supplied by another manufacturer.

(iii) Athlete will consider using in-competition gloves/mittens, and pants/slacks/kilts that may be given to them by USA Curling or its sponsors. USA Curling acknowledges that competition footwear is considered Protected Competitive Equipment, and athlete shall have the right to use footwear supplied by another manufacturer.

(iii) Athlete will wear all designated Apparel provided by USA Curling or its sponsors displaying USA Curling sponsors during, (a) all National and World Championship competitions and related activities specified as USA Curling Sanctioned Events, (b) all USA Curling

Sanctioned Event-related sponsor promotions, (c) all media events associated with a USA Curling Sanctioned Event which occurs at the competition venue or within a one-mile radius of the competition venue, or which are organized by USA Curling, and (d) on the awards stand at any USA Curling Sanctioned Event and at all post-event media activities conducted at the National or World/International Championship Competition venues. Notwithstanding the foregoing, Athlete may wear Athlete-owned or supplied Apparel at non-USA Curling sanctioned media or promotional appearances organized by Athlete; provided, however, that Athlete agrees not to wear any Athlete-owned or supplied Apparel containing non-USA Curling sponsor recognition which has the appearance of a USA Curling or National Team uniform or bears any USA Curling logo or facsimile thereof unless previously agreed to by USA Curling.

(iv) Athlete agrees not to make, or allow others to make, any unauthorized photographic, video, film or other pictorial, artistic or graphic reproduction of Equipment or Apparel provided to Athlete by or on behalf of USA CURLING except for personal use by Athlete or his or her immediate family.

3. ***USA Curling-Sanctioned and USA Curling-Produced Competitive Events.*** The following shall apply with respect to all USA Curling Events:

- A. Athlete shall have the right to display Athlete/Team Sponsor names and/or logos in the Athlete Designated Areas on the Equipment and Apparel, provided that any and all such displays shall be subject to the exclusivity restrictions set forth in Section 4.

4. ***Exclusivity of USA Curling Sponsors.***

- A. Athlete may display Athlete/Team Sponsor's names or logos in the Athlete Designated Areas subject to the exclusivity rights of USA Curling sponsors. Athlete may not display the name or logo of an Athlete Sponsor if that Athlete Sponsor is a competitor of a USA Curling sponsor or supplier unless previously agreed to by the USA Curling.
- B. USA Curling will notify Athlete, through its website www.usacurl.org of the list of USA Curling's sponsors and suppliers, and their respective product and/or service categories, within ten (10) days after the date of execution of any such sponsorship or supplier agreement. Additionally, if USA Curling is engaged in good faith negotiations with any person or entity that may become a USA Curling sponsor or supplier, it may reserve on its website the product or service category applicable to such potential sponsor or supplier as a "Reserved Category," provided, within ten (10) days after such negotiations terminate, USA Curling shall

- remove the posting from its website and any other official notice location, and thereby terminate, such "Reserved Category."
- C. Athlete agrees to notify USA Curling in writing of Athlete Sponsors, and their respective products and/or service categories, within 10 days of the date of execution of such sponsorship. In addition, prior to placing any personal sponsor's name or logo on the Athlete Designated Area, Athlete agrees to provide USA Curling with an exact copy of any such name or logo so that USA Curling may determine whether the Athlete Sponsor is a competitor of a USA Curling sponsor or supplier, and if the proposed name or logo otherwise complies with WCF and USA Curling rules and regulations. USA Curling agrees to make such determination within ten (10) days after receipt by USA Curling of the copy of such name or logo.
 - D. If USA Curling does not have a sponsorship agreement in place by October 1st of this contract year with a competitor of a particular Athlete Sponsor, then Athlete shall be entitled to display that Athlete/Team Sponsor's name and/or logo in the Athlete Designated Area only throughout the term of this Agreement, even if USA Curling subsequently enters into an agreement with a competitive sponsor or supplier, if Athlete has notified USA Curling of the Athlete Sponsor agreement and otherwise complies with the Agreement.
 - E. If USA Curling enters into a sponsorship or supplier agreement after October 1st of this contract year, and if Athlete has not entered into an Athlete Sponsor agreement with a competitor of a USA Curling sponsor or supplier prior to the date USA Curling enters into the sponsorship or supplier agreement, then Athlete will be subject to the exclusivity of USA Curling sponsorship or supplier agreement from the date of the sponsorship or supplier agreement through the end of the Term (as defined in Section 7 herein).
 - F. If Athlete enters into an Athlete Sponsor agreement after October 1st of this contract year, and notifies USA Curling in writing of the Athlete/Team Sponsor agreement, and if USA Curling does not enter into a sponsorship or supplier agreement with a competitive sponsor or supplier within ten (10) days of the date of notification, then Athlete shall be entitled to display the Athlete/Team Sponsor's name or logo in the Athlete Designated Areas throughout the Term, even if USA Curling subsequently enters into an agreement with a competitive sponsor or supplier, if Athlete has notified USA Curling of the Athlete Sponsor agreement and otherwise complies with this Agreement.
 - H. Notwithstanding anything in this Section 4 to the contrary, during any period on or after Sept, 1 of this contract year, during which a "Reserved Category is in effect, Athlete shall not enter into any Athlete Sponsor arrangement with any person or entity whose business relates to the "Reserved Category."

5. **Promotional Appearances**

- A. Promotional Events. Athlete agrees to make at least two personal appearances in USA Curling sponsored promotional events without remuneration except for reasonable travel costs. Such appearances will not interfere with Athlete's training, preparation or competitions. Athlete also agrees to participate in interviews and other activities as associated with USA Curling Sanctioned Events.
- B. Charity Events. Athlete agrees to participate in USA Curling sponsored community service programs and activities or events. Athlete will wear, *upon request, specified* USA Curling-provided Apparel. The Athlete agrees to learn pertinent information and to clear all speeches through USA Curling prior to attending such events. USA Curling will compensate the Athlete for appearance-related expenses such as travel, lodging expenses and per diem as negotiated between the Athlete and USA Curling, unless the Athlete agrees to waive this compensation upon request. Athlete will be requested to make up to two (2) such appearances during the term of this Agreement.
- C. USA Curling Sponsor Events. Upon request by USA Curling, Athlete will make up to two (2) non-competition promotional appearances on behalf of USA Curling for the purpose of promoting the sport at events sponsored by USA Curling's sponsors or suppliers (a "Sponsor Promotion"). These appearances at Sponsor Promotions are to be made without cost to Athlete and USA Curling, and the sponsor or supplier shall pay all of Athlete's travel, lodging and meal expenses. Unless otherwise agreed, no appearance at a Sponsor Promotion shall exceed two (2) days, including travel time. During all Sponsor Promotions, Athlete will wear, *upon written request, specified* USA Curling-provided Apparel or, if USA Curling has not provided Apparel to Athlete, then Athlete may wear clothing with the Sponsor's logo or, if not supplied by Sponsor for the appearance, the Athlete will wear clothing without logos. The Athlete agrees to learn pertinent information and to clear all speeches through USA Curling prior to attending the Sponsor Promotion. USA Curling agrees to make best efforts to secure for Athlete from the sponsor or supplier an appearance fee for each appearance at a Sponsor Promotion according to the following appearance fee schedule:

Olympic Medalist: \$2,500;
Olympian: \$1,500;
World Medalist: \$1,250;
U.S. National Team Member: \$750.

- D. 8. **Allocation of Promotional Area.** The areas for display of sponsor names and logos for all USA Curling Sanctioned Events referred to herein this agreement shall be divided as follows:
- A. **Apparel – National Team Program Apparel:** Athletes in USA Curling’s National Team Program will be provided with competitive apparel for each season, or, in special cases, with the opportunity to secure their own apparel sponsors. As part of the funding support for the National Team Program, USA Curling will be soliciting sponsors/donors who may be recognized with logos on the National Team apparel. Athletes can have personal team sponsors recognized on their apparel throughout the season, including at all USA Curling National Championships, utilizing approved locations (adhering to placement and sizing restrictions as denoted in USA Curling Championship Rules Book). Separate apparel and cresting restrictions apply should athletes qualify to represent the USA at World, Olympic or Paralympic events.
 - B. **Equipment** – USA Curling and athletes shall share equally the number of cresting and logo positions as deemed available and acceptable by both parties on broom bags/duffle bags/equipment bags and water bottles as provided and paid for by the USA Curling. Other field-of-play and event-related equipment (as partially identified in Definitions, H) shall be dedicated for use by USA Curling or its sponsors and suppliers.
9. **USA Curling and USA Curling Sponsor Marks Use.** Nothing contained in this agreement should be construed to authorize the use of any USA Curling Mark or USA Curling Sponsor Mark without the expressed written permission of USA Curling. Further, Athlete agrees to refrain from referring to or publishing (electronically or in print) or broadcast any works of authorship created by or for USA Curling to imply or create improper or fraudulent endorsement by USA Curling of Athlete.