



CURRENT STUDENT-ATHLETE GROUP LICENSING AUTHORIZATION & ASSIGNMENT (“Agreement”)

1. Ohio State University (“OSU”), through its Athletic Department, desires to make available a third-party, voluntary Group Licensing Program to its current student-athletes (“Athletes”) in light of recent changes in federal and state law and NCAA rules governing an Athlete’s “name, image and likeness” (“NIL”). The Group Licensing Program, as defined below, is intended to celebrate the connection between OSU and OSU Athletes and also to provide both an opportunity and a mechanism for those Athletes to benefit from licensing their NIL in accordance with NCAA rules and Ohio state law and in conjunction with the University’s official trademarks and logos. The Brandr Group, LLC (“TBG”) will work on behalf of current OSU Athletes to create and manage this Collegiate Group Licensing Program.
2. As background information regarding TBG, the company currently works on behalf of many former college athletes to develop business combining group player rights with colleges’ intellectual property (“IP”), and TBG also represents groups of players through the NFLPA, NBPA and MLBPA. In addition, TBG has created a collegiate group rights program for retired NBA players and has done projects for the US Women’s National Soccer Team, helping them launch more comprehensive college-based IP programs.
3. The undersigned, an Athlete enrolled at OSU, hereby grants and assigns to TBG and its licensing affiliates during the term only of this Agreement, the worldwide right to use and to grant to licensees and sponsors the right to use all or any combination of the undersigned’s name, nickname, initials, autograph/signature, facsimile, voice, caricature, photograph, portrait, picture, image, likeness, jersey number, statistics, data, biographical information or any other identifiable feature (collectively known as “Athlete Attributes”) in Collegiate Group Licensing Programs of any kind. “Collegiate Group Licensing Programs” are defined as those licensing or sponsorship programs in which a collegiate licensee or collegiate sponsor uses the Athlete Attributes of three (3) or more current OSU Athletes from one sport or six (6) or more from multiple sports, in combination with University trademarks and logos.
4. Please note that this Agreement does NOT limit an Athlete’s right to grant the use of his/her individual Athlete Attributes or individual NIL for publicity, advertising, or other commercial purposes, except that such individual grants will not preclude the undersigned also from being covered by the Collegiate Group Licensing Programs granted by TBG. This Agreement also does not limit the Athlete’s right to join with other Athletes to grant the group use of their NIL for publicity, advertising or other commercial purposes IF any such other group NIL grant does not involve any use or co-branding of any kind of OSU’s own IP or property (such as trademarks, logos, jerseys, names, nicknames, etc.)
5. The focus of the Collegiate Group Licensing Programs will be co-branded licensing opportunities involving groups of Athletes’ NIL along with OSU’s IP. Royalties for such opportunities will be allocated as follows: for all Collegiate Group Licensing Programs the Athletes shall receive 80% (Eighty Percent) of the royalties from third-party licensees and sponsors for use of the group NIL or Athlete Attributes in connection with this Collegiate Group Licensing Program. TBG shall retain 20% (Twenty Percent) of such royalties. Revenues derived from the programs shall be apportioned and distributed on a pro rata basis based upon the usage of each individual Athlete on licensed products or promotions. If it is not possible to identify individual usage, then revenue will be divided equally among the Athletes included in each licensing program. All royalty

payments, together with a detailed report, will be made within twenty (20) days of the last day of each calendar quarter.

6. In consideration for this authorization and assignment of such rights set forth herein, TBG agrees to (A) use its best efforts to maximize revenues from Collegiate Group Licensing Programs for OSU Athletes; (B) act in good faith and in the best interests of the OSU Athletes; and (C) abide by applicable federal and state law, along with NCAA and OSU rules and policies, including but not limited to [Relevant State Law, if any], the NCAA's Interim NIL Policy, and OSU's Student Athlete NIL Compensation Policy. TBG makes no representation regarding individual or other group licensing programs or matters other than those expressed herein. This Agreement shall be construed under Alabama law without reference to its conflict of laws principles.

7. The undersigned Athlete hereby authorizes TBG to receive payment of the assigned monies directly from any licensees or sponsors on behalf of the Athlete prior to making the earned royalty percentage payments to the Athlete as noted herein above. Barring a breach by TBG, this Agreement shall expire automatically upon conclusion of the Athlete's collegiate athletic eligibility. The undersigned may opt out of this Agreement on the anniversary of date of its execution, providing written notice of termination has been made to TBG at <grouprights@tbgusa.com> at least 15 days prior to that anniversary date. Use of Athlete Attributes in Collegiate Group Licensing Programs executed before a player provides a notice of termination will be allowed to continue until the expiration of those specific Programs. Upon the expiration of the Athlete's collegiate athletic eligibility, he or she may opt into a similar group rights program for former OSU athletes.

8. I UNDERSTAND THAT SIGNING THIS AGREEMENT AND PARTICIPATING IN THIS GROUP LICENSING PROGRAM ARE PURELY VOLUNTARY.

9. IF I CHOOSE TO SIGN THIS AGREEMENT, THEN DURING THE TERM OF THIS AGREEMENT TBG SHALL REPRESENT MY GROUP NIL RIGHTS ONLY IN ANY CO-BRANDED LICENSING THAT ALSO INCLUDES THE UNIVERSITY'S IP.

10. I AGREE THAT I AM FREE TO CONSULT WITH OR HIRE MY OWN PERSONAL AGENT OR ATTORNEY REGARDLESS OF WHETHER I SIGN THIS AGREEMENT, AND THAT I MAY SEEK ADDITIONAL INFORMATION AT ANY TIME FROM MY OWN AGENT OR ATTORNEY AND FROM TBG.

11. I RECOGNIZE THAT THIS AGREEMENT DOES NOT RESTRICT OR PREVENT ANY OF MY EXISTING OR FUTURE, INDIVIDUAL NIL AGREEMENTS.

12. I ACKNOWLEDGE THAT THIS AGREEMENT DOES NOT RESTRICT ANY OF MY EXISTING GROUP NIL AGREEMENTS NOR ANY SUCH FUTURE NIL AGREEMENTS THAT DO NOT ALSO INCLUDE THE UNIVERSITY'S CO-BRANDED IP.

13. I UNDERSTAND THAT A THIRD PARTY, TBG, IS CREATING THIS OPPORTUNITY AND MECHANISM FOR ME TO FURTHER EXERCISE MY NIL RIGHTS, AND THAT THE UNIVERSITY IS NOT PAYING COMPENSATION NOR CAUSING COMPENSATION TO BE PAID TO ME.

14. I AGREE THAT MY NIL LICENSING SHALL BE COMMENSURATE WITH THE VALUE OF MY NIL AND SHALL BE PAID BY THIRD PARTY LICENSEES THROUGH TBG TO ME.

15. I CONFIRM THAT NO COMPENSATION SHALL BE PAID OR ACCEPTED IN VIOLATION OF THE LAW OR NCAA OR UNIVERSITY RULES, AND THAT IN PARTICULAR, NO COMPENSATION SHALL BE PAID TO ME AS A REWARD OR INDUCEMENT FOR ANY ATHLETIC PARTICIPATION OR PERFORMANCE OR FOR MY ENROLLMENT OR CONTINUED ENROLLMENT AT THE UNIVERSITY.

Dated: _____
("Effective Date")

THE BRANDR GROUP, LLC: <i>Len Stachitas</i> _____ Signature <u>Len Stachitas</u> Name <u>Chief Administrative Officer</u> Title
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Athlete's Signature

Athlete's Name (PLEASE PRINT)

Athlete's Preferred Name or Nickname

Email address: _____

Phone: _____

Mailing address: _____

City: _____ State: ____ Zip: _____

Sport/Team: _____ Uniform #: _____