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2011-2016

ATHLETIC APPAREL, EQUIPMENT AND SPONSORSHIP AGREEMENT  
BETWEEN UNIVERSITY OF WISCONSIN-MADISON DIVISION OF INTERCOLLEGIATE  
ATHLETICS AND ADIDAS AMERICA, INC.

This Athletic Apparel, Equipment and Sponsorship Agreement ("Agreement"), dated as of November 22, 2010 is hereby entered into between adidas America, Inc. ("adidas"), an Oregon corporation with its principal place of business at 5055 N. Greeley Avenue, Portland, Oregon 97217, and the Board of Regents of The University of Wisconsin System on behalf of the University of Wisconsin-Madison Division of Intercollegiate Athletics ("University").

WHEREAS, the University operates an intercollegiate athletics program involving several sports.

WHEREAS, adidas wishes to provide sponsorship of the athletics programs of the University.

WHEREAS, adidas wishes to supply adidas Products, as defined herein, to the University's athletic programs; to obtain the right to use University's trademarks, which shall be exclusive in categories designated in this Agreement; to secure the services of University's Athletic Program Staff to endorse and promote adidas' Products; and to acquire certain endorsement rights from University.

WHEREAS, University wishes to grant such rights, authorize such services, and accept such benefits.

NOW, THEREFORE, in consideration of the premises and representation made herein, the parties agree as follows:

**1. Definitions.**

The terms below are defined as follows:

A. "adidas" means adidas America, Inc., its Affiliates (defined below), and any successor company.

B. "adidas Products" means Products (defined herein) which bear the adidas name, trademarks, and/or other adidas brand identification (i.e. Taylor Made, Reebok-CCM).

C. "Affiliate" means any corporation, partnership, company or any other entity or person which controls, is controlled by, or is under common control with a party to this Agreement.

D. "Athletic Program Staff" means any and all individuals employed by or directed to act on behalf of the University Athletic Programs (defined herein), included but not limited to staff, coaches, trainers, and strength and conditioning employees.

E. "Authentic Competition Apparel" shall mean all on-field, on-court, sideline, courtside, competition or practice apparel that is worn or used by Athletic Program Staff, Coaches or Teams (and any replica(s) thereof), including but not limited to uniforms, courtside jackets and sweaters, game-day warm-ups, basketball shooting shirts, football player capes, headwear (including wool and fitted caps), windsuits, rainsuits, and sideline or courtside pants, shorts or shirts.

F. "Coach(es)" means the individual(s) employed by the University during the Contract Term to act as head coach or assistant coach of each University Athletic Program (defined herein).

G. "Coach Endorsement" means the right to use the name, nickname, initials, autographs, voice, facsimile signature, photograph, likeness, character, image or facsimile image, video and film portrayals of Coach, and other similar means of endorsement which are considered standard in the sports marketing industry, in connection with the marketing, advertising or sale of Products (defined herein).

H. "Contract Territory" means the entire world.

I. "Contract Year" means any twelve-month period from July 1 to June 30 during the Contract Term.

J. "Competitor" means any person, entity or organization who or which, now or in the future, manufactures, markets, licenses, produces and/or distributes products or services within the same or similar product categories as any Products, provided that the definition shall not include any entity primarily engaged in the retail sale (as opposed to manufacturing and wholesale distribution) of Products. Competitors include but are not limited to Nike, Converse, Under Armour, Russell, Puma, Reebok and New Balance, or any of their respective subsidiaries or affiliates.

K. "Licensed Products" means all Products that bear the Marks (defined herein).

L. "Marks" means and includes all names, logos, trademarks, and/or symbols owned by or proprietary to University, as designated in Exhibit A.

M. "Net Sales" (i) shall consist of the sum of wholesale and retail sales, whereas wholesale shall mean gross revenues from all sales of Products by adidas Group companies to third party customers (excl. sales of adidas own retail stores) reduced only by excise or indirect taxes (e.g. VAT and turnover taxes), returns as credited to third party customers, usual cash, trade and sales discounts and allowances, insurance cover and freight out if invoiced separately. The retail sales of the Products will be calculated based on the retail quantities of Products sold in adidas own retail stores times the average wholesale price over all Products sold via wholesale distribution channels during the respective reporting period. (ii) The calculation of retail sales of Products based on the average wholesale price will apply as soon as the technical system environment at adidas provides the information of units sold per article via adidas own retail stores. (iii) Until then, "Adjusted Gross Sales" shall mean gross revenues from all sales of Products (sold via wholesale and retail distribution channels) by adidas Group

companies to third party customers reduced only by excise or indirect taxes (e.g. VAT and turnover taxes), returns as credited to third party customers, usual cash, trade and sales discounts and allowances, insurance cover and freight out if invoiced separately.

N. "Products" means all apparel, footwear and accessories of an athletic or athleisure nature, including but not limited to Authentic Competition Apparel, Performance Apparel, all sports equipment adidas currently produces or licenses including, but not limited to, protective eyewear, sunglasses, eyewear with performance attributes, watches and inflatables (except for, subject to Section 5.H., footballs, men's basketballs and volleyballs), and, subject to Section 5.H., all other sports equipment that adidas does not currently produce or license but that may be added to its Product lines at any time during the Contract Term ("Additional Equipment").

O. "Performance Apparel" means all apparel with unique fabrications (e.g., compression, tight or padded apparel) and/or fabrications (e.g., moisture wicking) that assists the wearer during wear and/or use.

P. "Team" means that group of students and comprises the eligible playing personnel of each University Athletic Program (defined herein).

Q. "University Athletic Program(s)" means and includes the following organized intercollegiate men's and women's teams and individual sports sponsored by the University: Basketball, Football, Ice Hockey, Crew, Golf, Soccer, Swimming/Diving, Tennis, Cross Country, Track, Wrestling, Softball, Volleyball and Cheerleading/Dance and all other NCAA sponsored sports and any sports they may add.

R. "University Endorsement" means the names "The University of Wisconsin," "Badgers" and all other names, logos, trademarks, depictions, and/or symbols associated with the University as set forth in Exhibit A in connection with the marketing, advertising, or sale of adidas Products.

## 2. Term.

This Agreement shall remain in full force and effect from July 1, 2011 until June 30, 2016 unless sooner terminated in accordance with the terms and conditions of this Agreement. This Agreement shall be interpreted in its entirety and not as a series of one-year agreements.

## 3. Compensation.

A. Base Compensation. adidas shall pay to the University annual Base Compensation in the amount designated below, subject to the provisions of subsection 3.B. Each Contract Year's Base Compensation shall be payable in equal semi-annual payments on August 1 and February 1 of each Contract Year.

<u>Contract Year</u>	<u>Base Compensation</u>
2011-2012	\$ 750,000
2012-2013	\$ 750,000

2013-2014	\$ 800,000
2014-2015	\$ 800,000
2015-2016	\$ 800,000

B. Right of reduction. If the NCAA or other governing body with jurisdiction over University determines that University has committed an institutional violation in relation to its football and men's basketball programs, which result in an elimination of television appearances for the offending program, then adidas may reduce the annual Base Compensation set forth in this Section 3, by 50% should the violation arise from the football program, or by 25% should the violation arise from the men's basketball program. Adidas's payments shall be reinstated at their full rate once any restrictions on television appearances ceases. Should television appearances be prohibited for less than an entire sports season, then the reduction in payments shall be prorated to reflect the portion of the season the relevant program was not allowed to appear on television.

#### 4. **Product Support.**

A. For each Contract Year, unless otherwise specified, adidas agrees to supply University, at no cost, an allotment of adidas Products in the amount designated below, for use by the designated University Athletic Programs for, including but limited to, team allotments, camps and clinics, and staff/coaches personal allotments. The dollar amount of adidas Products provided to University shall be measured at adidas standard wholesale prices. All Products to be supplied by adidas under this Agreement shall be delivered F.O.B. to University via regular ground freight at no charge with the cost of shipping by any other means to be borne by University.

<u>Contract Year</u>	<u>Product Allotment</u>
2011-2012	\$ 1,300,000
2012-2013	\$ 1,325,000
2013-2014	\$ 1,325,000
2014-2015	\$ 1,350,000
2015-2016	\$ 1,375,000

adidas shall also make available certain Reebok-CCM ice hockey products to the University pursuant to the terms outlined in Exhibit E.

B. During each Contract Year, University will designate Products to be supplied hereunder by adidas. University may require certain products which are not part of the existing adidas product line (e.g., rowing, swimming and certain softball products) and adidas agrees to use commercially reasonable efforts to procure the product from third party suppliers and deduct the expense from the annual Product Allotment. Notwithstanding the foregoing and subject to Section 5.H., University is permitted to use footballs, men's basketballs and volleyballs and enter into sponsorship arrangements with those other manufacturers except for Nike and Under Armour, or any of their respective subsidiaries or affiliates.



C. adidas agrees that all Products supplied hereunder for use by University Athletic Programs will comply with the provisions of NCAA regulations 12.5.4 of the then current NCAA Manual and any subsequent versions regarding manufacturer's logos and trademarks. adidas shall exercise its best efforts to ensure that all such Products are in compliance with all relevant NCAA regulations. The parties agree that in the event that it is determined that any Products supplied hereunder fail to comply with a NCAA regulation, then adidas shall take all the necessary steps to bring the product into compliance with the provisions of such regulation, or the parties shall agree to exclude such product from the lines of apparel and accessories supplied pursuant to this Agreement.

D. University understands and agrees that it shall not resell any Products supplied to University by adidas under this Agreement without prior written approval from adidas. This provision does not apply to the silent or live auctioning of reasonable quantities of autographed or game worn Products and Authentic Competition Apparel.

E. In any Contract Year, University may purchase additional Products beyond those specified in Section 4.A. at adidas' standard wholesale prices.

F. adidas agrees to consult with University in the design of certain items of apparel that adidas will supply to University pursuant to this Agreement, including uniforms and sideline apparel for purposes of ensuring that quality, color and style of the apparel items are consistent with University's traditions. Prior to the commencement of each Contract Year, adidas will present University with designs for each item of apparel to be supplied during the next Contract Year. University will then select and notify adidas within ten (10) business days after presentations which apparel design will be supplied by adidas and used by the Teams and Athletic Program Staff.

## **5. Use of adidas Products.**

A. University shall make available to each Team the Products supplied by adidas, and shall require that each Team wear and/or use exclusively such adidas Products whenever participating in Team activities, including practices, games, clinics, and other University functions for which University ordinarily and usually supplies Products to the Teams. Unless otherwise provided in this Agreement, at all such functions, University shall prohibit the Team members from wearing Products manufactured by companies other than adidas, or any such Products which have been altered to resemble adidas athletic Products.

B. University acknowledges that "spatting," taping, or otherwise covering up any portions of any adidas logo or trademark on athletic footwear supplied by adidas is inconsistent with the purpose and terms of this Agreement. University agrees that it will not permit such "spatting" or taping unless it has been medically prescribed and adidas has been so advised.

C. adidas agrees to work with any Team member experiencing problems in connection with the fit or performance of adidas Products. In the event any Team member shall at any time suffer any physical injury, pain, or discomfort attributed to the use of adidas shoes which is serious enough to affect the athlete's performance, or if any Team member has

not received adidas shoes which fit properly, then University shall so advise adidas and afford adidas the opportunity to remedy the problem. University agrees to share with adidas information necessary to explain Team member's problem in connection with the fit or performance of adidas Products. If adidas is unable to provide such Team member with adidas shoes that can be worn or used satisfactorily, then adidas shall waive the exclusivity requirement of this Section 5 in such a specific case. adidas further acknowledges that regardless of its good efforts to provide Team members with suitable adidas shoes, it may be medically necessary in certain circumstances for a player to "spat" or tape his feet and/or ankles to allow such player to remain in competition, without opportunity for such notice to adidas. Such medically necessary procedure, should it occur, shall not constitute a breach of this Section 5. University agrees that University and its Coaches shall work with adidas to eliminate the need for any unauthorized spatting or taping in the event it occurs during the term of this Agreement. If in accordance with the foregoing University is unable or unwilling to discontinue any pattern or practice of spatting or taping, then adidas shall have the option to terminate this Agreement, in accordance with the provisions of Section 11 below.

D. University agrees to require its Athletic Program Staff to wear adidas Products exclusively during the Contract Term when acting in their official capacities as Coach or staff in activities where athletic attire is appropriate, including but not limited to, practices and games, sports camps, being filmed on motion picture or video tape, and posing for photographs. The Athletic Program Staff shall not, during the course of its employment responsibilities, wear, use or in any way promote Products manufactured by or identifiable with any competitor of adidas. adidas hereby acknowledges that the wearing of other than athletic shoes and apparel by any coach or staff in connection with their official duties as coach or staff of a University Athletic Program shall not constitute a breach of this Section 5. University shall not enter into or approve any endorsement contract between a member of the Athletic Program Staff and a competitor of adidas, and shall exercise its best efforts to prevent any member of the Athletic Program Staff from entering into such a contract.

E. University agrees that it shall not permit the trade name, trademark, logo, or any other identification of any person, company, or business entity other than adidas, the University, or, subject to adidas' reasonable right of approval, any recognized governing athletic conference of which University is a member, to appear on Products worn or used by Coaches, Staff or Team members. University agrees that in no event shall the trade name, trademark, logo, or other identification of any manufacturer or seller of Products other than adidas be permitted to appear on any adidas Products.

F. University agrees that at any sports camp or clinic it conducts or sponsors under the direction and supervision of any Coach, it will not sponsor, co-sponsor, or endorse Products manufactured or sold by any branded athletic footwear or apparel manufacturer other than adidas.

G. adidas shall not be liable to University for any injury or damage suffered from wearing or using adidas Products, except injury or damage resulting from adidas' negligent or willful acts.

H. University agrees that Exhibit D provides adidas with a listing of all agreements between University (or any of its Coaches) and third parties with respect to Additional Equipment, footballs, men's basketballs and volleyballs that exist as of June 30, 2010 (each an "Existing Agreement"). University further agrees that with respect to Additional Equipment, footballs, men's basketballs and volleyballs for which there is an Existing Agreement, then neither University (nor any of its Coaches) shall not extend or renew such Existing Agreement or enter into a new agreement for Additional Equipment with any third party after July 1, 2010, without first (in each case) providing adidas with the opportunity to match any third party offer for Additional Equipment. The decision to renew an Existing Agreement or enter into a new agreement is in University's sole discretion. Notwithstanding the above, University shall be permitted to secure a third-party softball (bat and fielding glove only) equipment relationship. With respect to all non-adidas products used pursuant to this subsection, University agrees that such products from other manufacturers shall not be from Nike or Under Armour, or any of their respective subsidiaries or affiliates.

## **6. Endorsement Rights.**

A. University grants to adidas the right and license during the Contract Term to use the University Endorsement within the Contract Territory in connection with the advertisement, promotion, and sale of adidas Products. Except as otherwise provided herein, University shall retain all rights in and to University's name and endorsement. See Exhibit A for more detailed information about the University marks and endorsements which is incorporated by reference herein. Subject to the customary post-Term industry sell-off period, any rights to use University name and endorsement shall terminate immediately upon termination of this Agreement for any reason.

B. adidas shall have the exclusive right throughout the Contract Term to advertise, publicly represent, market, and otherwise promote the fact that it is the exclusive supplier to University of the designated Products. University shall not permit any athletic footwear or apparel manufacturer to display signage in University's football or basketball facilities except for any temporary signage and other sponsorship activity required by the terms of athletic conference or tournament agreements, such as the NCAA, Big 10 and WCHA, or as required by the terms of contracts with touring entertainment events.

C. University, on behalf of the Coach of each University Athletic Program, grants to adidas the exclusive right and license during the Contract Term and within the Contract Territory to use the Coach Endorsement in connection with the advertisement, promotion and sale of Products. adidas agrees that the Coach Endorsement shall not be used in connection with any advertisement, whether in electronic or print media, that requires the Coach to make an express personal recommendation that consumers purchase or use adidas Products. Each Coach shall retain all rights in and to his or her name and endorsement, and neither University nor any Coach shall be prevented from using, permitting, or licensing others to use his or her name or endorsement in connection with the advertisement, promotion, or sale of any product or service other than Products.

D. Any use by adidas of the University Endorsement or the Coach Endorsement must be approved in advance by University, which approval shall not be unreasonably withheld.

## **7. Promotional Appearances.**

A. If requested to do so by adidas, University shall make the Coach of each University Athletic Program available for up to two (2) appearances per Contract Year in connection with the advertisement, promotion and sale of adidas Products. Such appearances may include, but are not limited to, appearances at clinics, celebrity events, and other public appearances. Except as provided below, neither University nor the Coach shall receive additional compensation for the appearances, it being understood and agreed to by the parties that the consideration for said appearances is encompassed by the compensation provided for in Section 3 above.

B. For each appearance described in subsection 7.A. above:

1. adidas agrees to pay all reasonable out-of-pocket expenses incurred by University and/or the Coach in connection with such appearance;

2. adidas shall give University at least thirty (30) days notice of the time and place adidas desires the Coach to appear;

3. adidas shall not schedule any appearance at a time which would conflict with the Coach's performance of his or her obligations as a college coach; and

4. No single appearance shall exceed twenty-four (24) hours in duration, exclusive of travel time, unless agreed upon to the contrary in advance.

## **8. Licensing/Royalties.**

A. adidas and the University agree that the sale of products, except those directly supplied to the University under this Agreement, shall be subject to licensure by the University and royalty payments by adidas, under the University's licensing program at the standard royalty rate then in effect. adidas shall have the exclusive right throughout the Contract Territory to manufacture and sell Authentic Competition Apparel that features the University Endorsement through any channel of retail distribution; and the non-exclusive right to manufacture and sell throughout the Contract Territory Products (other than Authentic Competition Apparel) that feature the University Endorsement through any channel of retail distribution. Neither University nor its licensing agent(s) shall enter into any agreement or understanding with any Competitor (including but not limited to Nike, Under Armour, Puma and New Balance, but specifically excluding Russell) to manufacture, develop, market, distribute, license or sell licensed products that feature the University Endorsement. Further, if University or its licensing agent(s) is (as of the effective date of this Agreement) party to any agreement with a Competitor to manufacture, develop, market, distribute, license or sell licensed products that feature the University Endorsement (including but not limited to Nike, Under Armour,



Puma, and New Balance, but specifically excluding Russell), then neither University nor its licensing agent(s) will renew or extend such agreement(s). adidas Products shall be the exclusive Authentic Competition Apparel sold through any retail location or distribution channel (including but not limited to the brick and mortar shops, catalogs or the Internet) owned or controlled by the University's athletic department. Each Contract Year, adidas agrees to pay University a guaranteed minimum royalty of One Hundred Thousand Dollars (\$100,000). The royalty owed by adidas to University pursuant to this Section 8 shall be at the University's standard royalty rate which is currently ten percent (10%) and applied against the aforementioned guaranteed minimum royalty amounts. As a licensee of the University, adidas agrees to comply with the requirements of the CLC Special Agreement Regarding Labor Codes of Conduct (Exhibit B), which are attached hereto, incorporated by reference, and made material to the Agreement. Any alleged breach of the CLC Special Agreement Regarding Labor Codes of Conduct (Exhibit B) shall be resolved in accord with the approach specified in Paragraph 15 of the Agreement.

B. University acknowledges and agrees that adidas shall not be required to make royalty payments or donations on Licensed Products supplied directly to University under the terms of this Agreement.

C. Throughout the Contract Term, adidas shall remain a current licensee in good standing of the University as administered by University's Office of Trademark Licensing or its designee. Notwithstanding the foregoing, University retains all license rights not granted herein.

#### **9. On-site Support.**

In order to adequately administer the terms and conditions of this Agreement, adidas agrees to provide, at no cost to University, one (1) full-time on-site representative to assist in selecting and ordering Products and merchandise, delivery expediting and general contract and associated process facilitation. The representative shall be selected by adidas in consultation with University. The representative shall be on-site full-time for the term of this Agreement. The University shall provide an office and furniture for the on-site representative at no charge. The University, subject to prior approval by adidas, may provide University intern(s) to assist the on-site representative at no cost or responsibility to adidas. University agrees to assume full responsibility for any taxes or other fees owed to any governmental entity as a result of such intern(s), including, but not limited to, all federal and state withholding taxes, FICA (social security), FUTA (unemployment compensation), and workers' compensation.

#### **10. Additional Sponsorship Rights.**

University shall provide additional sponsorship rights for adidas as outlined in Exhibit C attached hereto and incorporated by reference.



## 11. Rights of Termination.

A. Either party shall have the right to terminate the Agreement upon ninety (90) days prior written notice in the event the other party breaches any material term of the Agreement and fails to cure such breach within thirty (30) days of written notice of such breach.

B. adidas shall have the right to terminate this Agreement immediately upon written notice to University in the event that:

1. Members of any Team exhibit a pattern or practice of failing to wear or use adidas Products as required herein, or wear adidas Products altered, spatted, or taped in violation of the provisions of Section 5 hereof, provided, however, that adidas shall have first issued written notice to University of any such violation of the provisions of Section 5, which violations shall then recur during the same Contract Year;

2. Any Coach repeatedly fails to perform any material obligations provided for in this Agreement;

3. The NCAA, or any other governing body of intercollegiate sports, prohibits any Team members from wearing adidas athletic footwear displaying the adidas name or any adidas trademark or logo.

C. The University shall have the right to terminate this Agreement upon thirty (30) days prior written notice to adidas if:

1. adidas is adjudicated insolvent or declares bankruptcy; or

2. if adidas breaches any material terms of this Agreement; or

3. adidas fails to make payment to the University of any sum due to this Agreement within sixty (60) days following adidas' receipt of such written notice from the University that such payment is due.

D. In the event of any termination by adidas pursuant to this Section 11, University shall not be entitled to any further compensation hereunder, except any unpaid Base Compensation earned prior to the effective date of termination, pro-rated and calculated to the effective date of termination. Alternatively, adidas shall have the right to receive from University reimbursement for Base Compensation, if any, paid in excess of the amount to which University would be entitled if the Base Compensation were pro-rated over the Contract Year, calculated to the effective date of termination. Any such payment shall be due within thirty (30) days of the date of termination.

**12. Unique Services/Assignability.**

University acknowledges that the endorsement and promotional services provided to adidas under this Agreement are special and unique and that loss of such services may cause irreparable harm to adidas. Accordingly, University shall not delegate the obligations of this Agreement. Neither party may assign this Agreement without the express written approval of the other party; provided, however, that adidas may assign its rights under this Agreement to any corporation, partnership or other entity or person which controls, is controlled by, or is under common control with adidas.

**13. Right of First Dealing.**

13.1. The University shall meet with adidas prior to December 31, 2014 to negotiate in good faith the renewal of this Agreement ("First Dealing Period"). The parties shall not be obligated to enter into an agreement if they cannot settle on mutually satisfactory terms during the First Dealing Period. Such discussions must occur prior to University dealing with any competitor of adidas. If adidas and University cannot reach agreement with respect to the renewal of this Agreement by the end of the First Dealing Period, University may enter into negotiations with an adidas competitor.

13.2. Following the First Dealing Period and continuing through August 31, 2015, University agrees to refrain from entering into an endorsement or similar agreement with a Third Party without first giving adidas an opportunity to enter into an agreement with University for such rights on the Third Party terms and conditions -- measured solely in terms which are material, measurable and matchable ("Third Party Terms"). University shall notify adidas in writing of the Third Party Terms University receives for its endorsement or any similar agreement. adidas shall have thirty (30) days from its receipt of such advice to match such Third Party Terms. If adidas matches said Third Party Terms then University must enter into said agreement with adidas.

**14. Confidentiality.**

University acknowledges that the contents of this Agreement contain certain confidential matters, including proprietary and commercial information belong to adidas. University shall not disclose the terms of this Agreement to any third party without adidas' prior written consent, unless University is required by law to do so. Notwithstanding the foregoing, University may disclose the terms hereof to its professional, financial and similar advisors provided that such other persons or firms are bound by agreement or law not to further disclose such information to any third party.

**15. Dispute Resolution.**

The parties agree that any dispute concerning the interpretation, construction, or breach of this Agreement shall be submitted to a mediator agreed upon by the parties for nonbinding confidential mediation at a mutually agreeable location. Unless otherwise required by law,

neither party shall disclose any aspect of the dispute or the mediation without the other party's prior written consent.

**16. Production of Goods.**

A. adidas and the University agree that, as a material condition of this Agreement, adidas will provide and facilitate access to a designated University official to archived and contemporary inspection and monitoring reports for all facilities producing goods for the University, whether the involved facilities work directly with University logos and marks or with blank materials intended for future application of University logos and marks. adidas and the University further agree that the access afforded the designated University official shall be tendered on a confidential basis, with the understanding that this official is at liberty to share the content of archived and contemporary inspection and monitoring reports solely and exclusively with the Chancellor of the University (subject to the open records laws of the State of Wisconsin).

B. adidas will keep the University continually informed of all facilities involved in the production of goods for the University, whether the involved facilities work directly with University logos and marks or with blank materials intended for future application of University logos and marks. University and adidas shall meet annually to review the adidas Group's programmatic activities for Corporate Responsibility and supply chain oversight.

C. adidas agrees that, if it receives a complaint regarding conditions in a facility that is producing goods for the University, whether the facility works directly with University logos and marks or with blank materials intended for future application of University logos and marks, adidas will make every effort to conduct an immediate inspection of the facility and investigate the particulars of the complaint consistent, at a minimum, with the precautionary standards adopted by the Fair Labor Association for ensuring worker confidentiality and safety.

D. Provided that Ripon Athletic can satisfy adidas' good faith product innovation, quality, timeline, price and production standards, adidas agrees to use commercially reasonable efforts to procure certain student-athlete letter awards (e.g., jackets and blankets) and the following team uniforms from Ripon Athletic, 290 Junction Street, Berlin, WI 54923: football, softball and basketball and deduct the expenses in connection with such procurement from the annual Product Allotment.

**17. University/adidas Relationship.**

Each party's performance of services hereunder is in its capacity as an independent contractor. Accordingly, nothing contained in this Agreement shall be construed as establishing an employer/employee, partnership or joint venture relationship between University and adidas. University shall be solely responsible for the payment of all taxes on any compensation received under this Agreement. Provided, however, the University shall only be responsible for taxes imposed directly upon it.

18. **Waiver.**

Failure of either party to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or otherwise limit the parties' right to subsequently enforce such provision.

19. **Notices.**

All notices and statements provided for herein shall be in writing and shall be deemed given (i) three (3) days after deposit in the U.S. mail if sent by Registered or Certified mail, postage prepaid, addressed to the parties at their addresses set forth below; (ii) immediately upon personal delivery to a party, (iii) if by courier, on the date that the courier warrants that delivery will occur, or (iv) if by telex or facsimile, when receipt is confirmed by the transmission equipment or acknowledged by the addressee. A party may change its address by giving notice thereof to the other party as provided herein.

To University:                      The University of Wisconsin-Madison  
Division of Intercollegiate Athletics  
Attn: Athletic Director  
1440 Monroe St.  
Madison, WI 53711  
Fax No.: (608)265-3036

To adidas:                              adidas America, Inc.  
Attn: Legal Department  
5055 N. Greeley Ave.  
Portland, Oregon 97217  
Fax No.: (971) 234-4420

20. **Severability.**

Every provision of this Agreement is severable. If any term or provision hereof is held to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement or any other provision.

21. **Intellectual Property**

All intellectual property rights in any trademarks, trade names, service marks, logos, symbols and other identified marks of adidas and in any Products supplied by adidas (with exception of University trademarks) are and shall remain the sole and exclusive property of adidas and University shall not acquire any right, title or interest therein. Likewise, all intellectual property rights in any University trademarks are and shall remain the sole and exclusive property of University and adidas shall not acquire any right, title or interest therein.

**22. Hold Harmless**

University agrees to hold harmless adidas, its officers, employees and agents from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damages to persons or property arising out of or in connection with or during the course of this Agreement, where such liability is founded upon and grows out of the acts or omissions of any of the officers, employees, or agents of University while acting within the scope of their employment where the protection is afforded by Wis. statutes S.S. 895.46(1) and 893.82.

Adidas agrees to hold harmless University, and all of its officers, employees and agents from any and all liability, including claims, demands, losses, costs, damages and expenses of every kind and description, or damages to persons or property arising out of or in connection with or during the course of this Agreement, where such liability is founded upon and grows out of the acts or omissions of any of the officers, employees, or agents of adidas.

**23. Laws Governing.**

This agreement shall be governed by and construed in accordance with the applicable laws of the State of Wisconsin.

**24. Mutual Cooperation.**

This agreement is entered into with a spirit of mutual cooperation, and the parties agree to seek amicable solutions to any disagreements arising hereunder.

**25. Entire Agreement.**

This Agreement, together with the attached CLC Special Agreement Regarding Labor Codes of Conduct (Exhibit B) constitutes the entire understanding between the parties with respect to the subject matter hereof and cannot be amended or modified except by an agreement in writing, signed by each of the parties. All previous understandings or agreements between the parties shall have no further force and effect.

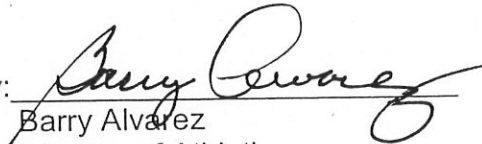


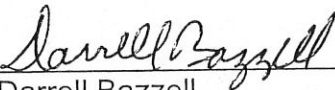
IN WITNESS WHEREOF, the undersigned authorized representatives of the parties have duly executed this Agreement as of the date first above written.

adidas America, Inc.:

By:   
Chris McGuire  
Director of Sports Marketing

Board of Regents Of The  
University of Wisconsin System:

By:   
Barry Alvarez  
Director of Athletics

By:   
Darrell Bazzell  
Vice Chancellor for Administration

## EXHIBIT A

See the following URL: <http://licensing.wisc.edu/> for information about the University of Wisconsin marks and endorsements.

## EXHIBIT B

### CLC SPECIAL AGREEMENT REGARDING LABOR CODES OF CONDUCT (January 2008 Document)

This is an Agreement between -----, a corporation organized under the laws of the state of -----, having its principal place of business at ----- ("Licensee"), and the Collegiate Licensing Company, a Georgia corporation, having its principal place of business at 290 Interstate North, Suite 200, Atlanta, Georgia 30339 ("CLC"), as agent on behalf of the Collegiate Institutions.

WHEREAS Licensee and CLC have entered into and are operating under the terms of the Collegiate Licensing Company 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 CLC 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 CLC 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 CLC, 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. CLC 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, CLC 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 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.

LICENSEE:

By: \_\_\_\_\_ [Seal]  
(Signature of officer, partner, or person duly authorized to sign)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE COLLEGIATE LICENSING COMPANY, as agent on behalf of the Collegiate Institutions.

By: \_\_\_\_\_  
(Signature of person duly authorized to sign)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Labor Code Standards**  
**Schedule I**

- I. Introduction: The Collegiate Licensing Company ("CLC") and the collegiate institutions represented by CLC ("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 CLC and the Collegiate Institutions believe that Licensees share this commitment, CLC 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 CLC 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 Licensee's 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. CLC 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 CLC, 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.<sup>1</sup>

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<sup>1</sup>CLC 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.



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 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 CLC, 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. The University of Alabama
2. University at Albany, SUNY
3. University of Alaska at Anchorage
4. University of Arizona
5. University of Arkansas-Fayetteville
6. Baylor University
7. Boston College
8. Boston University
9. California State University, Sacramento
10. University of Cincinnati
11. University of Connecticut
12. Cornell University
13. University of Delaware
14. Duke University
15. Drexel University
16. East Carolina University
17. University of Florida
18. Florida State University
19. Fresno State
20. George Mason University
21. George Washington University
22. Georgetown University
23. University of Georgia
24. Georgia Institute of Technology
25. University of Houston
26. University of Illinois
27. James Madison University
28. Kansas State University
29. University of Kansas
30. Marquette University
31. Marshall University
32. University of Maryland
33. University of Memphis
34. University of Miami
35. The University of Missouri
36. University of Montana
37. Montana State University
38. University of Nebraska
39. University of New Hampshire
40. University of North Carolina at Greensboro
41. University of North Carolina
42. Northwestern University
43. The University of Oklahoma
44. Oklahoma State University
45. Oregon State University
46. The Pennsylvania State University
47. Pepperdine University
48. University of Pittsburgh
49. Providence College
50. Purdue University
51. Rice University
52. Rutgers University
53. Saint Joseph's University
54. San Diego State University
55. San Jose State University
56. Santa Clara University
57. University of South Carolina
58. Syracuse University
59. Temple University
60. The University of Tennessee
61. The University of Tennessee at Chattanooga
62. The University of Tennessee at Martin
63. The University of Texas at Austin
64. Texas Tech University
65. Tulane University
66. University of Utah
67. Utah State University
68. Vanderbilt University
69. Villanova University
70. University of Virginia
71. University of Washington
72. Wayne State University
73. University of Wisconsin-Madison
74. University of Wyoming

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

**Full Public Disclosure:**

Each Licensee shall disclose to the Collegiate Institution 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. Such information shall be updated upon change of any factory site location. The Collegiate Institution reserves the right to disclose this information to third parties, without restriction as to its further distribution.

## COLLEGIATE INSTITUTIONS - LIST II

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

1. University of Alabama
2. University of Alaska at Anchorage
3. University at Albany, SUNY
4. University of Arizona
5. University of Arkansas-Fayetteville
6. Baylor University
7. Boise State University
8. Boston College
9. Boston University
10. California State University, Northridge
11. California State University, Sacramento
12. Colgate University
13. University of Colorado
14. Colorado State University
15. University of Connecticut
16. Cornell University
17. University of Delaware
18. Drexel University
19. Duke University
20. East Carolina University
21. University of Florida
22. Florida State University
23. Fresno State
24. George Mason University
25. George Washington University
26. Georgetown University
27. University of Georgia
28. Georgia Institute of Technology
29. Gonzaga University
30. University of Illinois
31. James Madison University
32. University of Kansas
33. Kansas State University
34. University of Kentucky
35. Louisiana State University
36. University of Louisville
37. Marquette University
38. Marshall University
39. University of Maryland
40. University of Memphis
41. University of Miami
42. University of Michigan
43. The University of Missouri
44. University of Montana
45. Montana State University
46. University of Nebraska
47. University of New Hampshire
48. The University of New Mexico
49. New Mexico State University
50. New York University
51. University of North Carolina at Greensboro
52. University of North Carolina
53. Northern Arizona University
54. Northwestern University
55. The University of Notre Dame du Lac
56. The University of Oklahoma
57. Oregon State University
58. The Pennsylvania State University
59. University of Pittsburgh
60. Purdue University
61. The University of Rhode Island
62. Rutgers University
63. St. Cloud State University
64. St. John's University
65. Saint Joseph's University
66. San Diego State University
67. San Jose State University
68. Santa Clara University
69. University of South Carolina
70. University of South Florida
71. Syracuse University
72. Temple University
73. The University of Tennessee
74. The University of Tennessee at Chattanooga
75. The University of Tennessee at Martin
76. The University of Texas at Austin
77. Tulane University
78. University of Utah
79. Utah State University
80. Vanderbilt University
81. Villanova University
82. University of Virginia
83. University of Washington
84. Wayne State University
85. University of Wisconsin-Madison
86. University of Wyoming

**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. The University of Alabama
2. University at Albany, SUNY
3. University of Arkansas-Fayetteville
4. University of Arizona
5. University of Cincinnati
6. University of Connecticut
7. Cornell University
8. Drexel University
9. Duke University
10. East Carolina University
11. University of Florida
12. The George Washington University
13. Georgetown University
14. University of Illinois
15. James Madison University
16. Kansas State University
17. Marquette University
18. University of Miami
19. The University of Missouri
20. University of Montana
21. Montana State University
22. University of Nebraska
23. The University of New Mexico
24. University of North Carolina
25. Northwestern University
26. Oregon State University
27. The Pennsylvania State University
28. Purdue University
29. Rutgers University
30. San Diego State University
31. Syracuse University
32. Temple University
33. The University of Tennessee
34. The University of Tennessee at Chattanooga
35. The University of Tennessee at Martin
36. Tulane University
37. Vanderbilt University
38. University of Virginia
39. University of Washington
40. University of Wisconsin-Madison

## **EXHIBIT C**

### **Additional Sponsorship Rights for Adidas**

#### **Signage**

##### **Camp Randall Stadium**

Logo on team entrance tunnel awning in the north end

Logo on the video building in the south end zone  
Logo on the football equipment semi-trailer

##### **Kohl Center**

Logo on team bench chair backs - men's and women's basketball

Hockey dasher boards – two 12' logos in opposite locations

Concourse signage – two 3'x5' back-lit signs

##### **University Ridge Golf Course**

Recognition in pro shop

#### **Promotions/Sponsorships**

Logo on student-athlete letter awards (e.g., jackets, blankets and watches)

Student fan section t-shirts to the extent a promotion is scheduled

Title sponsorship for home Cross Country event to the extent one is scheduled

#### **Hospitality**

##### **Game Day Hospitality**

One hospitality event at a designated football game and one at a men's basketball game. Fifty (50) football tickets and forty (40) men's basketball tickets and hospitality location space will be provided to adidas. Catering will be at the expense of adidas.

#### **Tickets**

##### **Football**

35 season tickets in preferred seating areas

35 additional season tickets

300 tickets to a single non-conference home game

7 parking passes, four of which are in preferred parking areas

2 sideline passes per home and away game

25 tickets to all away games

10 tickets to a post season bowl game should Wisconsin qualify

### **Men's Basketball**

25 season tickets in the 100 and 200 levels

4 parking passes

10 tickets to all post season and/or tournament games, four of which are in preferred areas

15 additional tickets to NCAA Final Four if Wisconsin is participating

### **Women's Basketball**

10 season tickets in the 100 and 200 levels

4 parking passes

10 tickets to all post season and/or tournament games, four of which are in preferred areas

15 additional tickets to NCAA Final Four if Wisconsin is participating

### **Men's Hockey**

10 season tickets

4 parking passes

10 tickets to all post season and/or tournament games, four of which are in preferred areas

15 additional tickets to NCAA Championship if Wisconsin is participating

### **Varsity Sports**

20 All Sport passes

### **Media**

#### **Television Advertising**

Two 30-second spots and opening and closing billboards on the following coaches shows: football, men's and women's basketball, and men's hockey to the extent that the shows are produced.

#### **Game Program Advertising**

One full page, four color advertisement in the following game programs: football, men's basketball, women's basketball, hockey, and volleyball.

#### **Public Address and Electronic Message Board Announcements**

One PA announcement and four electronic message board announcements at all athletic events recognizing the support provided by adidas to the extent those services are available.

One Ring-beam 15-second sponsor acknowledgement to be played four times during all Kohl Center athletic events.

One videoboard feature per event at Camp Randall and Kohl Center events.

## EXHIBIT D

Wilson/Coach Bielema – for footballs expiring on December 31, 2013.

Baden/Coach Waite – for volleyballs expiring on July 31, 2013.

Sterling/Coach Ryan – for men's basketballs expiring on September 14, 2011.

Bauer/ Men's & Women's Hockey (Coach Eaves & Coach Johnson) – for apparel and equipment expiring on May 31, 2011.

## EXHIBIT E

### REEBOK-CCM PRODUCT & SPONSORSHIP SUMMARY

Reebok-CCM shall supply equipment and apparel to the University Men's and Women's Ice Hockey programs pursuant to the following terms:

#### V.I.K Product Credit:

\$90,000 V.I.K. Credit Year 1 (2011-12)

\$90,000 V.I.K. Credit Year 2 (2012-13)

\$90,000 V.I.K. Credit Year 3 (2013-14)

\$90,000 V.I.K. Credit Year 4 (2014-15)

\$90,000 V.I.K. Credit Year 5 (2015-16)

- V.I.K orders will be placed as "Free Goods" orders until credit is consumed.
  - Product will be applied to credit at "Standard Team Price" price list price
- V.I.K. Credit can be applied to any of the Team specific equipment or apparel
  - Cannot be applied towards licensed merchandise for Concession
- All direct purchases for team will be processed through University account
  - All orders placed after V.I.K credit is exceeded will be invoiced direct on 60 day terms at the University Special net price list (equivalent discounts of 35-40% off "Standard team price")

#### Product Exclusivity

University shall provide exclusive, on-ice, Reebok-CCM product category exposure:

- Helmets & Facial
- Gloves, Pants, Protective Equipment (Shin Guards, Shoulder Pads, Elbow Pads)
- Team Apparel (base layer, workout/training apparel)

#### Exposure Targets:

The University shall have access to all Reebok & CCM hockey products. Reebok will be the lead brand for exposed products such as Helmets, Pants, Gloves and all other collateral. However, University will be able to choose between both Reebok and CCM Sticks and Skates to achieve the following exposure targets:

#### Men's Program

'11-'12 Season	'12-'13 Season	'13-'14 Season	'14-'15 Season	'15-'16 Season
Sticks: 100%	Sticks: 100%	Sticks: 100%	Sticks: 100%	Sticks: 100%
Skates: 30%	Skates: 40%	Skates: 50%	Skates: 60%	Skates: 70%

\*Percentages based on a 20 player roster



## Hockey Tickets

- 10 season tickets
- 4 parking passes
- 10 tickets to all post season and/or tournament games, four of which are in preferred areas
- 15 additional tickets to NCAA Championship if University participating

**Reebok**



**University of Wisconsin Men's & Women's Hockey Program  
Bid from Reebok-CCM for 2011-2016 Season(s)**

**To:** Shawn Eichorst assistant athletic director  
Sean Frazier – Senior Associate Athletic Director

**Men's Team**

Mike Eaves – Head Coach  
Bill Butters- Assistant Coach  
Gary Shuchuk-Assistant Coach  
Mike Cerniglia – Director of Hockey Operations  
Nate LaPoint – Equipment Manager

**Women's Team**

**To:** Mark Johnson – Head Coach  
Tracey DeKeyser – Asst. Coach  
Jackie Friesen – Asst. Coach  
Paul Hickman – Director of Hockey Operations/ Equipment Manager

**From:** Reebok-CCM Hockey  
Glen Thornborough – VP Sports Marketing  
Chris McGuire– Adidas,Sports Marketing



## EXHIBIT E

### REEBOK-CCM PRODUCT & SPONSORSHIP SUMMARY

Reebok-CCM shall supply equipment and apparel to the University Men's and Women's Ice Hockey programs pursuant to the following terms:

#### V.I.K Product Credit:

\$90,000 V.I.K. Credit Year 1 (2011-12)

\$90,000 V.I.K. Credit Year 2 (2012-13)

\$90,000 V.I.K. Credit Year 3 (2013-14)

\$90,000 V.I.K. Credit Year 4 (2014-15)

\$90,000 V.I.K. Credit Year 5 (2015-16)

- V.I.K orders will be placed as "Free Goods" orders until credit is consumed.
  - Product will be applied to credit at "Standard Team Price" price list price
- V.I.K. Credit can be applied to any of the Team specific equipment or apparel
  - Cannot be applied towards licensed merchandise for Concession
- All direct purchases for team will be processed through University account
  - All orders placed after V.I.K credit is exceeded will be invoiced direct on 60 day terms at the University Special net price list (equivalent discounts of 35-40% off "Standard team price")

#### Product Exclusivity

University shall provide exclusive, on-ice, Reebok-CCM product category exposure:

- Helmets & Facial
- Gloves, Pants, Protective Equipment (Shin Guards, Shoulder Pads, Elbow Pads)
- Team Apparel (base layer, workout/training apparel)

#### Exposure Targets:

The University shall have access to all Reebok & CCM hockey products. Reebok will be the lead brand for exposed products such as Helmets, Pants, Gloves and all other collateral. However, University will be able to choose between both Reebok and CCM Sticks and Skates to achieve the following exposure targets:

#### **Men's Program**

'11-'12 Season	'12-'13 Season	'13-'14 Season	'14-15' Season	'15-16 Season
Sticks: 100%	Sticks: 100%	Sticks: 100%	Sticks: 100%	Sticks: 100%
Skates: 30%	Skates: 40%	Skates: 50%	Skates: 60%	Skates: 70%

\*Percentages based on a 20 player roster





## **Women's Program**

<u>'11-'12 Season</u>	<u>'12-'13 Season</u>	<u>'13-'14 Season</u>	<u>'14-'15' Season</u>	<u>'15-'16 Season</u>
Sticks: 100%	Sticks: 100%	Sticks: 100%	Sticks: 100%	Sticks: 100%
Skates: 30%	Skates: 40%	Skates: 50%	Skates: 50%	Skates: 50%

\*Percentages based on a 20 player roster

Reebok-CCM shall provide an exclusive stick & skate fitting session with each team each year. Furthermore, both parties agree to work in good faith and utilize best efforts to achieve exposure targets.

### **Goalie Equipment:**

University shall outfit a minimum of one (1) active roster goalie per team in Reebok Goalie Pads, Blocker, Catch Glove, Helmet, and Stick each season of Agreement.

### **Additional Opportunities:**

Access to Reebok Edge Game Jerseys:

The Reebok Edge is the Jersey that the NHL has been wearing for the past three seasons. The Edge system offers enhanced breathability in a light weight jersey material. The University will have the opportunity to choose from 130 + NHL, AHL, CHL jersey patterns.

### **Sponsorship Rights:**

University shall provide Reebok-CCM in coordination with adidas the following sponsorship rights which are included in Exhibit C of this overall adidas/University Athletic Apparel, Equipment and Sponsorship Agreement:

### **Media**

- Two (2) 30-second spots and opening and closing billboards for the men's hockey coaches shows if/when televised
- One (1) full page, four color advertisement in the men's hockey game program
- One (1) PA announcement and four (4) electronic message board announcements per hockey event at Kohl Center
- One (1) ring-beam 15-second sponsor acknowledgement to be played four times per hockey event at Kohl Center
- One (1) video board feature per hockey event at Kohl Center

### **Venue Signage at Kohl Center**

- Hockey dasher boards – two (2) 12' logos in opposite locations
- Concourse signage – two (2) 3' x 5' back-lit signs



## **Hockey Tickets**

- 10 season tickets
- 4 parking passes
- 10 tickets to all post season and/or tournament games, four of which are in preferred areas
- 15 additional tickets to NCAA Championship if University participating

