SECOND RESTATED AND AMENDED

CONTRACT FOR EMPLOYMENT

BETWEEN

ELIAH DRINKWITZ

AND

THE CURATORS OF THE UNIVERSITY OF MISSOURI

on behalf of the

UNIVERSITY OF MISSOURI - COLUMBIA

THIS SECOND RESTATED AND AMENDED CONTRACT FOR EMPLOYMENT (hereinafter referred to as this "Agreement") is entered into by and between The Curators of the University of Missouri on behalf of the University of Missouri-Columbia (the "University") and Eliah Drinkwitz ("Coach") as of December 1,, 2025 (the "Effective Date") in order to employ the named individual on the terms and conditions set forth herein. The University and Coach will be hereinafter referred to collectively in this Agreement as the "Parties" to this Agreement. The Parties agree to be bound by what is stated in this Agreement.

AGREEMENT

WITNESSETH:

WHEREAS, the University and Coach entered into a Restated and Amended Contract for Employment dated February 1, 2025 ("Prior Contract"); and

WHEREAS, the Parties desire to amend and restate the Prior Contract, to affect additional amendments, all in this Agreement, such that this Agreement shall constitute the sole contractual agreement between the Parties and shall supersede all prior agreements/amendments.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows.

1.0 General Agreement of the University and Coach

1.1 Employment of Coach. Coach is hereby employed by the University as the Head Coach of the University's Intercollegiate Football Team ("Team"), and Coach accepts employment upon the terms and conditions set forth in this Agreement. Coach understands and agrees that Coach's position is a non-academic staff appointment, and that Coach's employment by the University and all terms thereof are subject to all rules, regulations, and policies and decisions established or issued by the University from time to time, including without limitation the University's Collected Rules and Regulations, https://www.umsystem.edu/ums/rules/collected_rules ("CRRs");

- 1.2 <u>Background Check and Criminal History Record Investigation.</u> Coach shall be required to submit to background checks and criminal history record investigations as deemed appropriate by the University. Coach's continued employment is contingent upon successful completion of future background check(s) and criminal history record investigation process(es), if any, in accordance with University policy;
- 1.3 <u>Reporting Relationships; Annual Performance Review.</u> Coach shall report to and be under the immediate supervision of the University's Athletics Director ("Athletics Director") and the University's President. As requested by the Athletics Director, but not less than once per year during the Term of this Agreement, Coach will meet with the Athletics Director (or their designee) for a performance review; and
- 1.4 <u>Performance of Duties.</u> Coach's duties shall include those set forth in this Agreement without limitation and to the satisfaction of the Athletics Director.

2.0 Term of Agreement

- 2.1 Length of Term. The Term of this Agreement shall be for the period beginning on December 10, 2019 (the "Start Date"), and ending on the later of: (i)January 15, 2032, or (ii) the day after the date of the Team's last game of the 2031-2032 season (the "End Date" and the time between the Start Date and the End Date is referred to as the "Term"), subject to the Term Extension provision stated in Section 2.2 of this Agreement and the termination provisions stated in Section 6 of this Agreement (including all sub-sections). A "Contract Year" is defined as the period beginning on January 16 of a year and continuing through January 15 of the following calendar year, provided that the initial Contract Year means the period which began on December 10, 2019, and continuing through January 15, 2021; and
- 2.2 <u>Term Extensions</u>. The Term of this Agreement shall automatically extend by one Contract Year immediately upon the Team's achievement of eight (8) regular season wins (not including bowl games) in any Contract Year beginning with the Contract Year that begins on January 16, 2026. No other extension or renewal of this Agreement shall be valid unless mutually agreed by the University (including Board of Curator approval) and Coach. The University does not grant Coach any claim to tenure in employment, continued employment, or any other rights not specifically provided in this Agreement.

3.0 Compensation

- 3.1 <u>Compensation for Services</u>. Subject to the provisions of this Agreement, the University shall provide the following to Coach, effective as of the Effective Date:
 - 3.1.1 <u>Base Salary</u>. Coach's annual base salary shall be Five Hundred Thousand Dollars (\$500,000.00) (the "Base Salary"), paid as set forth in Section 3.1.3, as salary for services rendered during the Term;
 - 3.1.2 <u>Non-Salary Compensation</u>. In addition to Base Salary, the University shall pay Coach annual non-salary compensation ("Non-Salary Compensation") as follows:

Contract Year	Non-Salary Compensation	
December 1, 2025 – January 15, 2026	\$1,218,750	
January 16, 2026 – January 15, 2027	\$4,050,000.00	
January 16, 2027 – January 15, 2028	\$4,250,000.00	
January 16, 2028 – January 15, 2029	\$4,450,000.00	
January 16, 2029 – January 15, 2030	\$4,650,000.00	
January 16, 2030 – January 15, 2031	\$4,850,000.00	
January 16, 2031 – January 15, 2032	\$5,050,000.00	

If the Term of this Agreement extends pursuant to Section 2.2 of this Agreement, Coach's Non-Salary Compensation in each Contract Year after the Contract Year that ends on January 15, 2032 shall increase by Two Hundred Thousand Dollars (\$200,000) over the previous Contract Year's Non-Salary Compensation.

In exchange for the Non-Salary Compensation, Coach agrees as follows:

- 3.1.2.1 Apparel, Equipment, and Footwear. Coach relinquishes his rights to receive income or payments of any kind from any manufacturer, distributor, retailer, or seller of athletics apparel, equipment, or footwear, and Coach assigns all such rights to the University. In the event the University enters into a contract with a company which is in a business as immediately described above, then notwithstanding the foregoing restriction Coach shall be entitled to make individual arrangements with the same company to serve as a consultant or to make personal appearances on behalf of the company, for individually negotiated compensation (monies or other consideration), so long as the activities on behalf of the company do not materially interfere with the employment responsibilities of Coach and Coach reports the activities in accordance with Sections 4.1.10 and 4.2.4 of this Agreement;
- 3.1.2.2 Television and Digital Media. Coach relinquishes his rights to receive income or payments of any kind in exchange for his appearance or participation in television shows, live or taped, and internet and streaming platforms, podcasts, and other digital media, and Coach assigns all such rights to the University. Notwithstanding the foregoing, Coach may participate in television or other media broadcasts related to post-season football games (e.g., network halftime shows) and other similar "expert coach" broadcasts. Coach agrees to appear and participate in television shows and digital media arranged or produced by the University concerning the Team. University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of Coach;
- 3.1.2.3 Radio. Coach relinquishes his rights to receive income or payments of any kind in exchange for his participation in radio shows, live or taped, and Coach assigns all such rights to the University. Coach agrees to appear and participate in radio shows arranged or produced by the University concerning the Team.

University will make reasonable efforts to schedule appearances and participation so as to not interfere with the professional and personal schedule of Coach;

- 3.1.2.4 Promotional Appearances. Coach agrees to actively participate with and reasonably assist the Athletics Director and any other Athletics Department personnel designated by the Athletics Director in the promotion of athletics at the University with appearances before, meetings with and presentations to the general public, alumni groups, booster groups and organizations, statewide and local civic organizations, public educational organizations, school districts, and employment and professional organizations. The University will make reasonable efforts to schedule such appearances so as not to interfere with the professional and personal schedule of Coach:
- 3.1.3 <u>Manner of Payment</u>. University will make the payments under Section 3.1.1 and Section 3.1.2 in equal monthly installments pursuant to the University's standard payroll processes. All such payments will be prorated for any partial month and will be subject to withholding for applicable income and employment taxes and other appropriate deductions in accordance with the University's standard payroll processes;

3.1.4 Reserved;

3.1.5 Incentive Compensation. Coach shall be eligible to receive the merit incentives listed in Appendix A, but only if the most recent (i.e., previous four-year academic data) multi-year Team Academic Progress Rate ("APR") score is 930 or higher (in accordance with NCAA standard, which may be adjusted by the NCAA), and if the applicable event listed in Appendix A occurs during Coach's employment and Coach is actively performing Coach's duties for the Team at the time such event occurs. The Executive Athletics Director / Academic Services (or their designee) will verify the Team multi-year APR score. The University shall pay the incentive payments attained by Coach at the time and in the manner consistent with Department of Intercollegiate Athletics ("Department") practice and/or policy for such payments. All incentive payments will be subject to withholding for applicable income and employment taxes and other appropriate deductions in accordance with the University's standard payroll processes;

3.1.6 Perquisites.

- 3.1.6.1 <u>Automobiles</u>. While Coach is employed by the University as Coach under this Agreement, Coach shall be provided with two automobiles for Coach's use in carrying out Coach's duties hereunder in accordance with University policy, provided that in lieu of one or both such automobiles, the University may provide a monthly automobile stipend of \$800 for one, or \$1,600 for both, as determined by the Athletics Director;
- 3.1.6.2 <u>Travel Expenses</u>. Reimbursement will be made, in accordance with the University policy and procedure, for approved reasonable travel and out-of-pocket expenses incurred by Coach that are directly related to performance of responsibilities set forth in this Agreement. The University acknowledges and

agrees that Coach's spouse and immediate family shall be permitted to travel to away game contests (including post-season) on the team charter aircraft, in accordance with applicable University policy;

- 3.1.6.3 <u>Tickets</u>. Pursuant to his request, Coach shall be provided with a minimum of twelve (12) priority-level tickets for each home and away football game, a minimum of eighteen (18) priority-level tickets for any post-season football game in which the team participates, a minimum of four (4) priority-level tickets for men's basketball home game contests, and premium-level access (if applicable) to all other home athletics contests;
- 3.1.6.4 Camp. Coach may operate institutional youth football camps at University facilities in the State of Missouri in the summers during the Term of this Agreement for rates consistent with other University head coaching camps and the Coach shall be entitled to retain all net proceeds from the operation of such camps in accordance with University and Department policies. It is understood that Coach will utilize his best reasonable efforts to conduct and participate in a quality football camp for youth which will bring credit to himself and indirectly to the University. Coach will use his best reasonable efforts to ensure that any such camp operates in compliance with applicable University policies, including policies concerning protection of minors, and will promptly report to the Athletics Director and any other official required by University policy any instance of non-compliance with such policies of which Coach becomes aware, or has reasonable cause to believe to have taken place;
- 3.1.6.5 <u>Country Club</u>. The University agrees to provide membership in the Club at Old Hawthorne, with initiation, assessments and monthly membership fees paid by the University. Coach will be responsible for food and beverage and other expenditures resulting from this membership which are not directly associated with University business or unless the expenditure is approved by the Athletics Director;
- 3.1.6.6 <u>Private Stadium Suite</u>. Coach shall be provided with use of a private stadium box or suite (including premium parking passes commensurate with such use) for all home football contests;
- 3.1.6.7 Personal Flight Expenses. The University agrees to reimburse Coach in an amount up to a maximum of \$250,000 per Contract Year for Coach's expenses for personal, non-business air travel for Coach, Coach's spouse, and members of Coach's immediate family ("Flight Expenses"). To receive reimbursement, Coach shall be required to submit documentation substantiating the Flight Expenses and showing that they were incurred for air travel for Coach, Coach's spouse, or Coach's immediate family. Flight Expenses incurred in one Contract Year shall apply to that Contract Year's maximum, and neither any incurred Flight Expenses nor any amount remaining below the Contract Year's maximum shall be carried over to any subsequent Contract Year. Coach acknowledges that any payments for

Flight Expenses shall be considered taxable compensation and will be subject to withholding for applicable income and employment taxes;

- 3.1.7 <u>Standard Benefits</u>. Coach will be considered a benefit-eligible employee of the University, entitled to participate in a broad array of benefit programs that the University makes available. Most programs will require a contribution on Coach's part to participate. Coach will be eligible for paid leave programs as established under University policies, provided that notwithstanding any provision of University policy, and in consideration of the terms of his employment, Coach waives any eligibility or right to a payout of any accrued vacation leave time or paid time off and shall not receive any such payout.
- 3.2 <u>Name, Image and Likeness Compensation.</u> Subject to the provisions of this Agreement, the University shall provide the following to Coach, effective as of the Contract Year beginning January 16, 2026.
 - 3.2.1. <u>Publicity Rights Fee.</u> During the Term, in addition to Base Salary and Non-Salary Compensation, the University shall pay Coach an annual fee in the amount of Five Million Seven Hundred Thousand Dollars and No Cents (\$5,700,000.00) ("Publicity Rights Fee").

In exchange for the Publicity Rights Fee, Coach agrees as follows:

3.2.1.1 <u>License</u>. During the Term, Coach hereby grants the University an irrevocable non-exclusive, sub-licensable, right and license to utilize Coach's name, image, likeness, and all other of Coach's publicity rights including without limitation any and all legal rights to Coach's name, nickname, pseudonym, voice, signature, caricature, likeness, image, picture, portrait, quotes, statements, writings, identifiable biographical information, other identifiable features, and any other indicia of personal identity, rights of publicity, and personality rights (individually, and collectively "Publicity Rights") for any and all advertising/promotional purpose associated with the University during the Coach's employment by the University, including in photographs, sound/video recordings, clips, highlights, broadcasts, livestreams, social media posts, publications or other materials with an irrevocable authorization to copy, edit modify, retouch, create derivative works of, sell, exhibit, publish, publicly perform and display all such materials in all forms and in all media (not known or hereafter developed). If Coach has any reasonable objections to a particular use or set of uses of the Publicity Rights by the University, Coach shall promptly provide such objections in writing without delay. Although the license is non-exclusive, during the Coach's employment with the University the Coach shall not express or imply an indorsement of any other higher educational institution, or any product or service competitive with the University's sponsors, or other particular use or set of uses reasonably objectionable to the University, and further subject to the relinquishment of rights and prohibitions described in Sections 3.1.2 and 4.2 hereof. The license shall continue after Coach's employment by the University, provided the University's post-employment use of the Publicity Rights and related materials and media does not express or imply an endorsement by Coach of any product or service other than the University and its associated programs.

- 3.2.2. <u>Manner of Payment</u>. University will make the payments under Section 3.2.1 in equal monthly installments and in accordance with University policies and procedures. All such payments will be prorated for any partial month and will not be subject to withholding or deduction for income or employment taxes unless otherwise required by applicable law.
- 3.3 <u>Amendment</u>. The terms and provisions of this Section 3 (including all subsections) shall not be amended and/or waived unless in writing and signed by the authorized representatives of the University (President and Chair of the University's Board of Curators) and Coach.

4.0 Responsibilities of Coach

- 4.1 Obligations of Coach. The University acknowledges that Coach's primary responsibility under this Agreement is coaching the Team (including, but not limited to, recruiting players, managing staff, practicing the Team, instructing members of the Team, and game-planning), and as such agrees that any requests for additional services from Coach shall be reasonable in scope, limited, and subject to Coach's primary responsibility. In furtherance thereof, Coach promises to fulfill the following obligations:
 - 4.1.1 <u>Devote Efforts</u>. Devotion of Coach's best, ongoing, and exclusive efforts to performance of all duties and responsibilities contemplated by this Agreement and reasonable directions of the Athletics Director (or their designee) in a timely, thorough, constructive, cooperative and positive manner, including responsibility for evaluations, administrative processes and attendance at required meetings; and
 - 4.1.2 <u>Support and Supervise and Properly Treat Student-Athletes</u>. Encouragement and support of student-athletes on the Team in regard to personal, physical, and intellectual development, activities, and achievements, including an emphasis on each student-athlete's completion of a degree program. Engaging in (and actively encouraging every individual under Coach's supervision is engaging in) fair, safe, and responsible treatment of student-athletes on the Team and avoiding behavior that foreseeably could jeopardize a student-athlete's physical or mental health, safety, welfare, or that foreseeably could otherwise cause harm to a student-athlete beyond the reasonable risk encountered in the course of practicing and playing of football at the collegiate level. Being knowledgeable of, and orienting student-athletes on the Team regarding applicable NCAA legislation, Southeastern Conference (or such conference as the University may be a member, the "Conference") rules, University policy, and Missouri and federal law including criminal law. Engaging in reasonable and appropriate supervision of student-athletes on the Team to promote behavior that is consistent with such NCAA legislation, Conference rules, University policy, and Missouri and federal law; and
 - 4.1.3 Adhere to Budget. Execution of these duties within the Coach's allocated budget, unless approval to exceed the budget is granted by the University. The University agrees to provide the Football Program with minimum annual funding of \$1,000,000.00 for flight expenses and access to jet management services. In addition, the University acknowledges that the Program requires access to aircraft travel to remain nationally competitive, and if jet management services prove to be insufficient, the University agrees to explore the

purchase of an aircraft as part of its program support efforts pursuant to Section 4.1.9 of this Agreement; and

- 4.1.4 <u>Dedicate Effort</u>. Dedication of focused, ongoing attention, enthusiasm and efforts to coaching duties, Team members, and the success and furtherance of the University's athletic program; and
- 4.1.5 <u>Promote an Atmosphere of Compliance</u>. Conduct the University's football program ("Football Program") under the established policies and procedures of the University, as reasonably provided to Coach by the University and/or the department, presently in effect or as amended during the Term of this Agreement. Coach shall comply fully with the rules, regulations and established policies and practices of the Department and with other University regulations which pertain to his employment, as presently in effect or as amended during the Term of this Agreement. With the cooperation and assistance of the University's rules compliance staff, Coach shall also comply with the applicable rules, regulations, and advisory opinions of the Conference, the College Sports Commission, LLC ("CSC"), the NCAA, and any other organizations the rules and policies of which apply to the Department of Intercollegiate Athletics, all as presently in effect or as amended during the Term of this Agreement. Coach shall instruct each of the Assistant Coaches and others assisting in the conduct of the Football Program to comply fully with the applicable rules and regulations of the University, the Conference, the CSC, the NCAA, and any other organizations the rules and policies of which apply to the Department, and document such instruction in accordance with CSC and NCAA requirements and University expectations; and
- 4.1.6 <u>Appearances</u>. At the reasonable request of the Athletics Director and/or the Director of the Mizzou Athletics Fund, Coach will make appearances and/or speeches at Mizzou Athletics Fund fundraising socials and events; and
- 4.1.7 <u>Promote Academic Excellence</u>. Dedication to the academic excellence of the student-athletes by ensuring student-athletes on the Team are in maximum pursuit of degree programs and in compliance with NCAA academic standards, including, but not limited to, the NCAA Division I Academic Reform; and
- 4.1.8 <u>Supervise Personnel</u>. At all times in a manner consistent with CRR 320.040, supervision of job performance and all other incidents of employment, including assessing job performance and reporting suspected rules violations of assistant coaches and all other program-related personnel who report to Coach, including, without limitation, and subject to Department guidelines and budgetary limitations, ensuring compliance by such personnel with Conference and NCAA rules and regulations, and subject to the final approval of the Athletics Director, hiring, firing and disciplining of such individuals. The University agrees that it shall provide the Football Program with minimum annual funding of \$16,000,000.00 for the compensation of assistant coaches, football-specific staff members (to include executive assistants, analysts, and a director of operations), and football strength staff, with Coach to apportion such amount among such staff at his discretion and in compliance with applicable University and Department policies. In addition, the University shall provide the Football Program with support in the areas of

sports medicine, equipment operations, nutrition, and media relations. The funding and support provided by the University in these areas will be generally commensurate with levels of support provided by Conference peer institutions and will be subject to annual increases pending University, Conference and national trends for the funding of such support; and

- 4.1.9 Develop Programs. Development of programs and procedures with respect to the evaluation, recruitment, training and coaching of student-athletes that both foster successful competition and promote the welfare and academic achievement, including degree completion, of student-athletes. The University shall continue to make consistent efforts to provide nationally-competitive resources to support the Football program, including for player retention and acquisition. For each Contract Year during the Term, the University shall equip the Program with economic resources, including funds for name, image and likeness opportunities, revenue-sharing initiatives, and/or related funding, to allow the Team to continue to compete nationally on the field and in recruiting. The foregoing efforts shall be consistent with any governing laws or regulations, including any judicial rulings, legislative changes, or administrative guidance emanating from the court approved settlement in House v. NCAA, or similar litigation. Should any applicable law, regulation or policy render any portion of this provision unenforceable, the University will collaborate with Coach in good faith to provide alternative funding or support to the Team. The Parties acknowledge the importance of the University's support of the Program and, consistent therewith, Athletics Director agrees to meet with Coach at least semi-annually to review applicable law, guidelines and available data to ensure that the Program remains competitive nationally in the area of program support. Recognizing the difficulty in objectively defining the foregoing University obligations, in no event shall failure to reach an agreement on any specific issue or otherwise meet any requirement (as required anywhere in this provision) constitute a default under the Agreement if both parties have used reasonable, good faith efforts to seek mutually beneficial solutions. To the extent any future mutually agreed upon change requires an amendment to this Agreement, such amendment shall be in writing executed by the appropriate representative(s) of each party; and
- 4.1.10 File Annual Report. For activities approved in accordance with Section 4.2.4 of this Agreement, Coach shall report all athletically-related income and benefits from sources other than the compensation provided under the terms of this Agreement, as required but not less frequently than annually (in a form acceptable to the Athletics Director and within NCAA requirements) to the Athletics Director and the President and no later than September 1 of each year (for the prior year ending August 31) (in accordance with University and NCAA standards, University may adjust reporting timeline and will notify Coach in advance of any such change). For purposes of illustration only, such sources may include but are not limited to sports camps and television and radio programs, and internet or streaming platforms, podcasts or other digital content; provided, however, that such sources shall not include endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers, distributors, retailers or sellers without the prior written consent of the University, which consent may be withheld in the University's discretion if a deal inclusive of the football program has been or is then being negotiated by the

University with such a manufacturer, distributor, retailer or seller of athletics shoes, apparel or equipment; and

4.1.11 Responsibility to Cooperate. As required by the NCAA and the College Sports Commission (CSC): Coach acknowledges and agrees that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case (see NCAA Bylaw 19.2.3). Failing to satisfy the responsibility to cooperate may result in an independent allegation and/or be considered an aggravating factor for purposes of determining a penalty. If Coach is found in violation of NCAA and/or CSC regulations, and/or found in violation of any terms applicable to Coach in any agreements entered into (and enforceable) between University and any governing body in collegiate athletics (which agreements shall be provided to Coach), in addition to any rights the University has pursuant to this Agreement, Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA infractions process (see NCAA Bylaw 19) and/or the provisions of any other applicable governing body, including suspension without pay or termination of employment. The provisions of this Section 4.1.11 shall survive the termination or expiration of this Agreement.

4.2 Prohibitions. Coach shall not:

- 4.2.1 <u>Engage in Business</u>. Absent the written permission of the Athletics Director, engage in any business, personal, or professional activities that foreseeably could or do compromise Coach's fulfillment, on a full-time basis and in a constructive and professional manner, of the responsibilities specified in and contemplated by this Agreement; or
- 4.2.2 <u>Commit a Violation</u>. Engage in any conduct, whether related to performance of duties under this Agreement or not, that constitutes (as defined by the NCAA) a Level I or II violation or a pattern of repetitive Level III violations of NCAA rules, bylaws, or regulations; or violation(s) of CSC Membership Rules; or violation(s) of the CRRs, policies or procedures including without limitation the University's Anti-Discrimination policies, as determined through the procedures in Chapter 600 of the CRRs; or violations of Conference rules, legislation, regulations, or advisory opinions; or violations of federal or state laws, regulations, or agency advisory opinions; or violations of municipal ordinances; or violations of ethical principles applicable to higher education coaching positions, including the commission of any violation of any of the foregoing which occurred during prior employment of the Coach at any other NCAA member institution; or
- 4.2.3 <u>Condone a Violation of NCAA Legislation, Conference Rules, University Policy.</u> <u>Missouri or Federal Law Including Criminal Law.</u> Condone a violation of NCAA legislation, CSC Membership Rules, Conference rules, the CRRs or any other University policy or procedure, Missouri or federal law including criminal law (any of which shall be referred to in this Section 4.2.3 as a "Violation") by a member of a Team's coaching staff or any person under Coach's supervision and direction, including a student-athlete. For purposes of this Section 4.2.3, "condone" shall mean: (a) Coach's actual knowledge of and complicity in a Violation by a member of the Team's coaching staff or any person under Coach's supervision and direction, including a student-athlete; or (b) Coach's failure to report a known Violation by a member of a Team's coaching staff or any person under

Coach's supervision and direction, including a student-athlete, to the Athletics Director, the Executive Athletics Director / Chief of Student Athlete Services, the Assistant Director of Athletics for Compliance, or the Faculty Academic Representative within a reasonable amount of time. For purposes of this Section 4.2.3, a "known Violation" shall mean a Violation the Coach becomes aware of, or has reasonable cause to believe, is taking place or may have taken place; or

- 4.2.4 Receive Other Benefits. Receive, either directly or indirectly, compensation, remuneration, or any other benefit from any source other than the University, for activities related to Coach's professional standing or employment with the University, including but not limited to (i) income from outside sources related to the Coach's position with the University, or (ii) sports camps or private lessons, or (iii) television or radio programs, or (iv) internet or streaming platforms, podcasts or other digital content, or (v) endorsement or consultation contracts, or (vi) income from speeches, appearances, or written materials, without obtaining, on an annual basis, prior, written consent of the Athletics Director and/or his or her designee, which consent, with respect to (i) through (vi), inclusive, will not be unreasonably withheld or delayed, or (vii) endorsement or consultation contracts with athletics shoe, apparel or equipment manufacturers, distributors, retailers or sellers without the prior written consent of the University, which consent, with respect to (vii), may be withheld in the University's discretion if a deal inclusive of the Football program has been or is then being negotiated by the University with such a manufacturer, distributor, retailer or seller of athletics shoes, apparel or equipment. Coach also agrees to and shall provide the Athletics Director with an annual written report, as specified in Section 4.1.10, of any such arrangements, in a form acceptable to the Athletics Director; or
- 4.2.5 <u>Pursue other Employment Opportunities without Notice</u>. Either directly or indirectly through any representative or attorney on his behalf, consider, entertain, or accept information regarding, discuss, actively seek, negotiate for, or accept other full-time employment of any nature, including, but not limited to employment as a football coach at any institution of higher education in the United States or for any football team participating in any professional league or conference in the United States or Canada, without providing the Athletics Director with prior notice thereof, including the position being discussed and the identity of the prospective employer For purposes of this Section 4.2.5, University acknowledges and agrees that Coach's response, directly or indirectly, to employment inquiries shall not be a violation; or
- 4.2.6 <u>Discredit the University</u>. Engage in any business transactions or commerce, appear on any radio or television program or in any public forum, or make statements to the media or in any public forum that is clearly contrary to public convention and morals, or commit any act which may foreseeably bring Coach or the University into public contempt, scorn or ridicule, or that seriously offends public morals or decency as a result of such conduct or act; or
- 4.2.7 Enter Into Agreements. Except as expressly authorized, enter into any oral or written agreement, letter of understanding, contract or any other arrangement that seeks to bind, obligate, or involve the University, the Department, or any other component of the University in any transaction whatsoever. All such agreements may be disclaimed by the

University in its discretion, unless Coach submits any contemplated arrangement to the Athletics Director (or the Athletics Director's designee) for development, processing, and approvals, if warranted; or

- 4.2.8 <u>Reporting Discrimination or Harassment</u>. Fail to promptly report to an appropriate University Equity Officer any discrimination or harassment (as defined in University policy) of which Coach becomes aware, including but not limited to sex discrimination, sexual harassment, sexual assault, stalking, dating violence, domestic violence, or other discrimination or harassment based on any protected status as defined in University policy, with such report to include all details that Coach possesses; or
- 4.2.9 <u>Cooperation</u>. Fail or refuse to promptly provide information or documents to which he has access in response to any reasonable request, inquiry or investigation by the University, CSC, Conference, NCAA or law enforcement agency; or taking any action to interfere with or impede such an inquiry or investigation, including directing or otherwise instructing any student-athlete or other person not to cooperate or comply with any such inquiry or investigation; or
- 4.2.10 <u>Gambling</u>. Engage in gambling, betting, or bookmaking of any type involving an intercollegiate or professional athletic contest, or condone or encourage such activity by any student- athlete or other person, or provide any information or data relating to the Team or any of the University's intercollegiate athletics programs to a person known to Coach, or who reasonably should have been known to Coach, as a person involved in or associated with gambling, betting, or bookmaking concerning intercollegiate or professional athletic contests; or
- 4.2.11 <u>Hazing</u>. Condone or fail to promptly report any violation of the University's Student Code of Conduct, including, but not limited to, any alleged hazing (as defined in University policy); or
- 4.2.11 <u>Fail to Fulfill Duties</u>. Fail to materially fulfill duties or conditions described in Section 4.1 (including all subsections) to the reasonable satisfaction of the Athletics Director.

If the University identifies conduct by Coach prohibited by this Section 4.2 (including any subsections), the Athletics Director or designee may impose remedial actions including, at the University's sole discretion, suspension, with or without compensation, and/or termination of employment. If the University suspends Coach, with or without compensation, Coach shall have the procedural right to an appeal hearing before the University President related to such determination. Termination of Coach's employment shall be pursuant to Section 6.0 of this Agreement. This section is intended to give the University the widest discretion permitted by applicable law (including constitutional and statutory provisions) to prohibit the conduct described in Sections 4.2 of this Agreement (including any subsections). The University acknowledges and agrees that the Parties do not intend for Coach's employment hereunder to be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of applicable rules, regulations or policies and only upon the University's reasonable conclusion, based upon a thorough investigation, that any Prohibitions identified above have in fact occurred.

5.0 [Reserved]

6.0 Termination

- 6.1 <u>Mutual Agreement of Parties</u>. If the University and Coach mutually agree in writing, this Agreement may be terminated on the terms and date stipulated in the writing;
- 6.2 Termination for Cause By Default. If the University gives notice to Coach that Coach has substantially defaulted in the performance of any obligation under this Agreement, and Coach does not correct the default to the reasonable satisfaction of the University within 14 calendar days following the Coach's receipt of such notice, then the University may immediately terminate this Agreement after the 14- day correction-period has elapsed. Unless cause has been determined under other procedures, including CRR Chapter 600, Coach shall have the procedural right to a review and hearing relating to such determination. If the University terminates this Agreement in accordance with this Section 6.2, it shall not be liable for the payment of any salary or other additional compensation or benefit following the end of the month in which the termination is effective other than all earned but unpaid Base Salary and Non-Salary Compensation under Sections 3.1.1 and 3.1.2, earned but unpaid incentive payments under Section 3.1.5 (if any), due but unpaid Publicity Rights Fee installments under Section 3.2.1, and any earned, due, vested, or accrued Perquisites under Section 3.1.6 and Standard Benefits under Section 3.1.7 to the date of termination;
- 6.3 Termination for Cause By Conduct. The University may, upon notice from the Athletics Director to Coach and an opportunity for Coach to meet with the Athletics Director and respond, terminate this Agreement if Coach materially violates any of the proscriptions against conduct specified in Section 4.2 (including its subsections). Unless cause has been determined under other procedures, including CRR Chapter 600, Coach shall have the procedural right to a review and hearing relating to such determination. If the University terminates this Agreement in accordance with this Section 6.3, it shall not be liable for the payment of any salary or other additional compensation or benefit following the end of the month in which the termination is effective other than all earned but unpaid Base Salary and Non-Salary Compensation under Sections 3.1.1 and 3.1.2, earned but unpaid incentive payments under Section 3.1.5 (if any), due but unpaid Publicity Rights Fee installments under Section 3.2.1, and any earned, due, vested, or accrued Perquisites under Section 3.1.6 and Standard Benefits under Section 3.1.7 to the date of termination; and
- 6.4 <u>Termination without Cause; Notice</u>. Either Coach or the University may terminate this Agreement without cause at any time, subject to the provisions of this Section 6.4 (including all subsections);

6.4.1 Termination by Coach without Cause.

6.4.1.1 Coach acknowledges and agrees that Coach has specialized and unique knowledge, skills, and abilities which, in addition to the continuing acquisition of experience at the University, as well as the University's special need for continuity in its athletics program, render Coach's services unique. Coach recognizes that Coach's promise to work for the University for the entire Term is an essential consideration in the University's decision to enter into this Agreement and employ

Coach as Coach. Coach also recognizes that the University is making a valuable investment in Coach's continued employment by entering this Agreement and its investment would be lost if Coach resigns or otherwise terminates employment with the University prior to the End Date;

6.4.1.2 If Coach shall desire to terminate this Agreement without cause at any time prior to the End Date, Coach shall notify the Athletics Director of Coach's intent to terminate this Agreement, and this Agreement will terminate immediately upon receipt of Coach's notice unless the Athletics Director (as approved by the President and Chair of the Board of Curators), in their sole discretion, approves a request by Coach for a different date of termination. For the purpose of this Section 6.4.1 (including all subsections), "cause" shall mean the University's knowing and deliberate failure to perform its obligations under this Agreement, and such a failure is not corrected by the University within fourteen calendar days following receipt of written notice of such failure:

6.4.1.3 In the event Coach terminates this Agreement prior to the End Date, the University shall have the right to enforce any other agreements it may have with Coach, including those related to relocation expenses (i.e., moving expenses and associated costs) (if applicable) and hiring and retention incentives (if applicable) that were paid by the University pursuant to separate agreements and consistent with University policy. Additionally, Coach shall pay the University liquidated damages according to the following schedule:

Period	Date of Termination		Amount Payable by Coach	
	Beginning Date	Ending Date	Spring Apple 1982	
1	Effective Date	December 1, 2026	\$5,000,000	
2	December 2, 2026	December 1, 2027	\$4,000,000	
3	December 2, 2027	December 1, 2028	\$3,000,000	
4	December 2, 2028	December 1, 2029	\$3,000,000	
5	December 2, 2029	December 1, 2030	\$2,000,000	
6	December 2, 2030	December 1, 2031	\$1,000,000	
7	December 2, 2031	End Date	\$0	

If the Term of this Agreement is extended pursuant to Section 2.2 of this Agreement, then the Ending Date for Period 2 listed above and the Beginning Date and Ending Date for Periods 3-7 listed above each shall be extended by one year. If termination occurs on or after December 2, 2026, in no event shall the liquidated damages ever exceed \$4,000,000. For example, if a Term extension is achieved during the Contract Year beginning on January 16, 2026, the Ending Date of Period 2 above will be extended to December 1, 2028, and the Beginning Date and Ending Date for each subsequent period shall also be extended by one year. Liquidated damages shall be payable as follows: (i) fifty percent (50%) within thirty (30) days of

termination, and (ii) fifty percent (50%) one year following the due date of the initial payment, or in a lump sum as may be negotiated and agreed to by the parties;

6.4.1.4 If Coach desires to terminate this Agreement with the permission of the University, Coach must obtain the prior written permission of the Athletics Director or the President (either of which shall require approval by the Chair of the Board of Curators). Permission to terminate this Agreement shall be in addition to the notice required under Section 4.2.5. Coach and the University acknowledge and agree that at the time Coach seeks permission pursuant to this Section 6.4.1.4, Coach shall identify to the University the potential employer(s) and position(s) Coach wishes to consider and/or accept. If Coach does not give the required notice pursuant to Section 4.2.5 or seek permission pursuant to this Section 6.4.1.4, Section 6.4.1.3 applies. If Coach terminates this Agreement with permission, he shall be liable for liquidated damages in an amount mutually agreed to in writing by the Parties (which shall require and include formal approval by the President and the Chair of the Board of Curators) at the time such permission to terminate is granted. If the Parties cannot agree to an amount within fifteen days of Coach seeking permission under this Section 6.4.1.4, then the amount of liquidated damages pursuant to Section 6.4.1.3 shall apply. In no circumstance shall the terms of liquidated damages imposed pursuant to this Section 6.4.1.4 be less favorable to Coach than the terms of the liquidated damages prescribed by Section 6.4.1.3, if any; and

6.4.1.5 The University shall not be liable to Coach for any liquidated damages as a result of Coach's termination of this Agreement without cause. The University shall not be liable for the loss of any collateral business opportunities or any other benefits, perquisites, or income from any sources that might ensue as a result of Coach's termination of this Agreement without cause. The University shall have no obligations to Coach if Coach terminates this Agreement without cause prior to the End Date, other than all earned but unpaid Base Salary and Non-Salary Compensation under Sections 3.1.1 and 3.1.2, earned by unpaid incentive payments under Section 3.1.5 (if any), due but unpaid Publicity Rights Fee installments under Section 3.2.1, and any earned, due, vested, or accrued Perquisites under Section 3.1.6 and Standard Benefits under Section 3.1.7 to the date of termination. The provisions of this Section 6.4.1 (including all subsections) shall survive the termination of this Agreement;

6.4.2 <u>Termination by the University Without Cause.</u>

6.4.2.1 If the University shall desire to terminate this Agreement without cause at any time prior to the End Date, it shall give to Coach written notice of its intent to terminate this Agreement without cause, and this Agreement shall terminate on the date specified in such notice. University acknowledges and agrees that a reassignment of Coach's duties under this Agreement shall constitute a termination without cause under the terms and conditions of this Section 6.4.2 (including all subsections);

- 6.4.2.2 In the event that the University terminates this Agreement without cause, the University shall pay the following to Coach:
 - (i) all earned but unpaid Base Salary and Non-Salary Compensation under Sections 3.1.1 and 3.1.2, earned but unpaid incentive payments under Section 3.1.5 (if any), due but unpaid Publicity Rights Fee installments under Section 3.2.1, and any earned, due, vested, or accrued Perquisites under Section 3.1.6 and Standard Benefits under Section 3.1.7 to the date of termination; and
 - (ii) liquidated damages as specified in Section 6.4.2.3 below, payable as specified in Section 6.4.2.4 below;

The University shall have no other obligation to Coach if it terminates this Agreement without cause. Coach shall be entitled to maintain health insurance coverage, at Coach's sole expense, as provided by law;

- 6.4.2.3 If the University terminates this Agreement without cause, it shall pay Coach liquidated damages as specified in this Section 6.4.2.3, and in the manner specified in Section 6.4.2.4 below, and Coach agrees to accept such liquidated damages in complete satisfaction of and as payment in full for all obligations, if any, due and owing by the University to Coach pursuant to this Agreement. University shall pay Coach 80% of the Base Salary, Non-Salary Compensation, and Publicity Rights Fee due pursuant to Sections 3.1.1, 3.1.2, and 3.2.1 from the date of termination through the end of the Term ("Liquidated Damages Amount").
- 6.4.2.4 The Liquidated Damages Amount shall be paid as follows, subject to withholding for applicable federal, state and local income and employment taxes at the time and in the manner required by the Internal Revenue Code and the regulations and guidance promulgated thereunder (the "Code"), including Code Sections 409A and 457(f):
 - (i) The lesser of Seven Million Five Hundred Thousand Dollars (\$7,500,000) or fifty percent (50%) of the Liquidated Damages Amount shall be paid within thirty (30) days of termination, and
 - (ii) The remaining balance of the unpaid Liquidated Damages Amount shall be paid in equal monthly installments, per usual payroll procedure, until the End Date, or in a lump sum as may be negotiated and agreed to by the parties, but only that portion which may be permissibly accelerated under Code Section 409A;
- 6.4.2.5 Coach shall have an affirmative obligation to mitigate the damages payable by the University as set forth in Section 6.4.4:

- 6.4.3 <u>Liquidated Damages</u>. The Parties have bargained for and agreed to and consequently are bound by the payment provisions in Section 6.4.1 (including all subsections) and Section 6.4.2 (including all subsections) above. The Parties agree that the harm caused by a breach of this Agreement is difficult to forecast, accurately estimate, and accurately measure, and therefore the payments shall constitute adequate and reasonable compensation for damages suffered because of termination without cause by the University, or because of termination without cause by Coach. The payments shall not be construed as a penalty. The payment provisions shall apply only to termination pursuant to Section 6.4.2 of this Agreement (including all subsections) for termination without cause by the University, and termination pursuant to Section 6.4.1 (including all subsections) of this Agreement for termination without cause by Coach. The terms and provisions of this Agreement shall not be amended and/or waived unless in writing and signed by the authorized representatives of the University and Coach;
- 6.4.4 <u>Duty to Mitigate</u>. If the University terminates this Agreement without cause, Coach shall have an affirmative obligation to mitigate the liquidated damages payable by University as set forth in this Section 6.4.4 (including all subsections);
 - 6.4.4.1 If the University terminates this Agreement without cause, Coach shall be required to mitigate the University's obligation to pay liquidated damages by making reasonable, good-faith, and diligent efforts to obtain other full-time football coaching related employment at or above the college level as soon as reasonably possible after the termination of this Agreement. Coach's obligation to mitigate the liquidated damages payable by the University shall include the duty to seek market rate compensation for the subsequent employment, without structuring or timing compensation to avoid mitigation or for the liquidated damages payment to be treated as a subsidy for any future employer to pay Coach less than market value for Coach services;
 - 6.4.4.2 Upon request, Coach shall report to the Athletics Director or their designee information related to all efforts to obtain subsequent employment and all offers of employment that were not accepted by Coach. If Coach fails to make a reasonable, good-faith, diligent effort to mitigate the University's obligation to pay liquidated damages, or if Coach does not accept a reasonable offer for full-time football coaching related employment, the University may suspend payments under subsection (ii) of Section 6.4.2.4 of this Agreement until Coach has complied with such obligation;
 - 6.4.4.3 If Coach obtains any other employment before the date on which this Agreement would have expired, but for the termination, Coach shall provide the Athletics Director with written notice, within 10 calendar days, of such employment, including: (i) name and address of the new employer, (ii) position title, (iii) amounts earned by Coach in the new position, and (iv) start date. Upon receipt of this notice, the University will continue to pay Coach the difference, if any, between amounts to which Coach would have been entitled under sub-section (ii) of Section 6.4.2.4 of this Agreement and amounts earned by Coach in the new position. If Coach does not notify the University about any new position within the

applicable 10-day period, the University shall not be liable for any further payments under sub-section (ii) of Section 6.4.2.4 of this Agreement;

- 6.4.4.4 If amounts earned by Coach in the new position increase during the period during which the University is paying liquidated damages hereunder, Coach shall provide the Athletics Director with written notice, within 10 calendar days, of such increase, including the increased amounts earned by Coach in the new position (excluding the value of customary employment benefits) and the effective date of such increase. Upon receipt of this notice, the University will continue to pay Coach the difference, if any, between amounts to which Coach would have been entitled under sub-section (ii) of Section 6.4.2.4 of this Agreement and amounts earned by Coach in the new position. If Coach does not notify the University about any increased amounts earned by Coach in any new position within the applicable 10-day period, the University shall not be liable for any further payments under sub-section (ii) of Section 6.4.2.4 of this Agreement;
- 6.4.4.5 For the purposes of this Section 6.4.4 (including all subsections), "employment" shall mean working as an employee for another employer, as a consultant, as a self-employed person, as an independent contractor, or by a business entity owned or controlled (in whole or in part) by Coach. For the purposes of this Section 6.4.4 (including all subsections), "amounts earned by Coach in the new position" shall mean any and all compensation received through Coach's employment, including, but not limited to, base salary, non-salary compensation, consulting fees, honoraria, deferred or equity compensation, bonuses, and any other compensation, but excluding the value of customary employment benefits;
- 6.4.5. <u>Survival</u>. The respective obligations of the Parties under this Section 6.4 (including all subsections) shall survive the expiration or earlier termination of this Agreement;
- 6.4.6. I.R.C. Section 409A. The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Code ("Section 409A"). To the extent permitted by law, the parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a "separation from service" within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a "termination", "termination of employment" or like terms shall mean "separation from service." For purposes of Section 409A, Coach's right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A;
- 6.5 <u>Termination upon Inability of Coach to Perform Essential Job Functions</u>. In the event the Athletics Director determines Coach is unable, because of mental or physical infirmity lasting not less than sixty (60) consecutive days (or ninety (90) cumulative days in any twelve-month period), to perform essential functions of the job as contemplated by this Agreement, even with reasonable

accommodation, then the University may, at its option, terminate this Agreement for cause upon 60-calendar days' notice to Coach. If the University terminates this Agreement in accordance with this Section 6.5, it shall not be liable for the payment of any salary or other compensation or benefit except for earned but unpaid Base Salary and Non-Salary Compensation under Section 3.1.1 and 3.1.2 to the date of termination, earned but unpaid incentives under Section 3.1.5 (if any) to the date of termination, due but unpaid Publicity Rights Fee installments under Section 3.2.1, and any earned, due, vested, or accrued Perquisites under Section 3.1.6 and Standard Benefits under Section 3.1.7 to the date of termination:

- 6.6 Termination upon Death of Coach. If Coach dies during the Term of this Agreement, then this Agreement shall immediately terminate by operation of law. If this Agreement terminates in accordance with this Section 6.6, the University shall not be liable for the payment of any salary or other compensation or benefit except for earned but unpaid Base Salary and Non-Salary Compensation under Section 3.1.1 and 3.1.2 to the date of termination, earned but unpaid incentives under Section 3.1.5 (if any) to the date of termination, due but unpaid Publicity Rights Fee installments under Section 3.2.1, and any earned, due, vested, or accrued Perquisites under Section 3.1.6 and Standard Benefits under Section 3.1.7 to the date of termination;
- 6.7 <u>Notices regarding Termination</u>. All notices required under the termination provisions of this Agreement shall be given in accordance with the notice provisions of this Agreement;
- 6.8 <u>Effects of Termination</u>. Unless otherwise provided in this Agreement, upon termination of this Agreement, as provided above, except for any amounts to be paid pursuant to this Agreement, neither Party shall have any further obligation to the other, except for mutually agreed upon (in writing) obligations incurred prior to the date of termination made specifically to extend beyond termination of this Agreement; and
- 6.9 <u>Liability after Termination</u>. In no case shall the University be liable to Coach for any loss of collateral business opportunities or any other benefits, perquisites, or income from any other sources.

7.0 Miscellaneous

- 7.1 <u>Hold Harmless</u>. Coach agrees to and shall hold harmless and indemnify the University, its curators, officers, employees, and agents, from any and all suits, claims, demands, damages, liability, costs, and expenses, including reasonable attorneys' fees, incurred by the University because of Coach's intentional or negligent acts or omissions, except for such suits, claims, or demands in which Coach seeks to compel the University to comply with its obligations under this Agreement or in which Coach seeks to enforce any remedies under this Agreement. These indemnification obligations shall continue after the expiration or earlier termination of this Agreement;
- 7.2 <u>State Entity</u>. The University is an entity of the State of Missouri and, as such, no provision of this Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity (absent any applicable exemption pursuant to State law or other pertinent regulation), afforded the University under constitutional provision or law or any other state or federal law. Coach acknowledges and agrees that pursuant to Missouri

Revised Statutes § 172.250, the University is prohibited from creating any indebtedness in one year above what it can pay out of the income of said year;

- 7.3 <u>Approvals</u>. Agreement is subject to any approvals that must be obtained in accordance with law or University policy;
- 7.4 <u>Amendment</u>. Except as otherwise expressly provided in this Agreement, no amendment or variation of the terms of this Agreement shall be valid unless in writing and signed by the authorized representative(s) of the University (which shall include the Athletics Director, the President and the Chair of the Board of Curators) and by Coach;
- 7.5 <u>Choice of Law; Venue</u>. The Parties agree that any matter related to or arising out of this Agreement shall be resolved in accordance with laws of the State of Missouri, without giving effect to its conflict of laws provisions, and venue for any proceedings shall be in Boone County, Missouri;
- 7.6 <u>Non-delegable Duties</u>. Coach acknowledges that Coach's skills, expertise, and experience related to coaching duties contemplated by this Agreement are unique, specialized, and non-delegable;
- 7.7 <u>Assignment</u>. Neither Party may assign any obligations, rights, or duties set forth in this Agreement without the mutual, written consent of both Parties;
- 7.8 <u>Notices</u>. In order to be effective, any notice sent for purposes of this Agreement must be sent to the address stated in this Agreement, by certified mail, return receipt requested, or by confirmed e-mail sent to a valid e-mail address of a party, or must be delivered in person to Coach or to the University, as applicable, as follows:

THE UNIVERSITY:

President University of Missouri 105 Jesse Hall Columbia, MO 65211

with a copy to

Director of Intercollegiate Athletics University of Missouri-Columbia Mizzou Arena Columbia, MO 65211

COACH:

Eliah Drinkwitz, address on file with the Department of Athletics

With a copy to:

Clint Dowdle, WIN Sports (via email: cdowdle@winsg.com)

- 7.9 <u>Severability</u>. If any provision of this Agreement is found to be illegal or unenforceable, then that provision shall be amended or deleted, without affecting the enforceability of the remainder of this Agreement;
- 7.10 Force Majeure. If either Party is unable to perform any obligation under this Agreement because of acts of nature not within the control of that Party, then the performance of both Parties is excused until such matters are resolved to the extent that performance may resume;

- 7.11 <u>Jointly Drafted</u>. Each party and its counsel have had the opportunity to review this Agreement and negotiate its terms, and any rule of construction that ambiguities are to be resolved against the drafting party will not apply; and
- 7.12 <u>Entire Agreement</u>. This Agreement contains the entire understanding of the Parties and supersedes any prior oral or written understandings, agreements, contracts, obligations or representations of the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the University have and Coach has executed this Agreement as of the Effective Date set forth above.

ELIAH DRINKWITZ

THE CURATORS OF THE UNIVERSITY OF MISSOURI

Eliah Drinkwitz

President, University of Missouri System

Recommended by:

Laird Veatch

Director of Intercollegiate Athletics

University of Missouri - Columbia

Todd Graves, Chair

Board of Curators

University of Missouri System

Approved as to Legal Form \(\)

Appendix A Head Football Coach Performance Incentives (Effective February 1, 2025)

Annual One-Time (non-permanent) Performance Incentives

	Per Incentive	Maximum
Academic/Social Achievement:		
See attached for description.	\$25,000	\$25,000
Athletic Achievement:		
Top 25 Final Ranking (AP, Coaches, or CFP polls, only)	\$25,000	\$25,000
Victories 10 wins; or 11 wins; or 12 wins	\$50,000 \$100,000 \$150,000	
Maximum Value (non-cumulative - only highest level earned)		\$150,000
SEC Incentives Division Champions/Participating in Championship Game; or SEC Conference Champion	\$150,000 \$400,000	
Maximum Value (non-cumulative - only highest level earned)		\$400,000
Post-Season Bowls (must coach in game) Birmingham or Gasparilla or Non-Affiliated SEC Bowl Game Participant; or Citrus Bowl or SEC Group of Six Bowl Game Participant; or CFP First Round Appearance; or CFP Quarterfinals Appearance; or CFP Seminal Game Appearance; or CFP National Championship Game Appearance; or CFP National Championship Game Win	\$100,000 \$150,000 \$400,000 \$500,000 \$600,000 \$1,000,000 \$1,250,000	
Maximum Value (non-cumulative – only highest level earned)		\$1,250,000
Coaching Recognition Achievement:		
Conference Coach of the Year Honors (by AP or Conference; one only) National Coach of the Year Honors (by nationally recognized poll or association, one only)	\$75,000 \$75,000	
Coach of the Year Maximum Value (cumulative)		\$150,000
Maximum Value - Annual One-Time (non-permanent) Performance Incentives:		\$2,000,000

Academic/Social Incentives

The following goals have been set for the contractual incentive related to academic and social achievement. A minimum of four of the six goals must be achieved to receive the incentive outlined in Appendix A; one of the six must be either (i) Multi-Year APR goal or (ii) Team Graduation Success Rate goal. Data used will be from the regular academic year. Payment will be made upon achievement of four goals; complete data may not be available for these purposes until the June following each applicable academic year. To be eligible for the Academic/Social Incentive, the program may not be under any NCAA academic penalty or sanction pursuant to the Academic Performance Program or any future NCAA academic program that may enhance or replace it in the future.

Team GPA Student-athletes on the active roster as certified by the University prior to

the first competition achieve a 2.8 cumulative team grade point average over

the two semesters comprising the regular academic year.

Progress 95% of retained scholarship student-athletes meet NCAA, Southeastern

Conference and institutional progress toward degree requirements.

Multi-Year APR Achieve a multi-year (i.e., previous four-year academic data) Team

Academic Progress Rate ("APR") score of 975 or higher.

Team GSR At the conclusion of the regular academic year, Team GSR, as calculated by

the NCAA, is 80% or higher.

Social Demonstrate individual social responsibility by members of the staff and

team as defined in Coach's employment contract and by participation in at least two organized charitable and/or community events by I00% of squad

members and full-time staff members.

Graduation Sash 95% of graduating student-athletes obtained a Graduation Sash (as defined

in advance by the Department of Intercollegiate Athletics; current

requirements below).

Student-athletes must average and/or fulfill the following requirements for every year enrolled at Mizzou:

• 10 hours of community service per year

- Regular attendance at mandatory Mizzou Made curriculum classes/events
- Professional resume on file no later than one month prior to graduation
- Good academic standing
- · Good standing with student conduct board
- Member of team in final season of eligibility