

## SERVICES AGREEMENT

This Services Agreement (“Agreement”) is dated as of the date of last signature below (the “Effective Date”), by and between Blueprint Sports and Entertainment, LLC (“BPSE”), d/b/a Blueprint Sports Agency, and Oregon State University on behalf of its Athletics Department (“University”). BPSE and the University are referred to individually as a “Party” or collectively as the “Parties.

1. **Services.** BPSE shall provide services and consulting for revenue generation, consulting and management of University student-athletes’ (each a “Student-Athlete” or collectively, “Student-Athletes”) name, image and likeness (“NIL”) services, including through the use of BPSE’s proprietary software, online platform and digital wallets (collectively, the “Platform”) (with the Platform, the “Services”) to the University in furtherance of the purposes of the University’s intercollegiate athletic programs (“Programs”). The Services include marketing, generation of new revenue and leads, sponsorships, fundraising, Student-Athlete recruiting and contract negotiations, roster strategy and consulting, industry updates, coaching concierge services, and NIL budget management, coordination and administration (including Student-Athlete NIL Compensation and tax reporting) in accordance with BPSE’s ordinary course of business.
2. **Valid Business Purpose, Range of Compensation Compliance and Visa Status.**
  - a. **Definition**
    - i. “Range of Compensation” (“RoC”) means the statistically derived compensation band—for example, the 25th-to-75th percentile—paid to Student-Athletes in comparable sports and markets, with similar performance metrics, social-media reach, and deliverable scope, as published by an industry-recognized NIL clearinghouse or any successor data source approved by the University.
    - b. BPSE shall use best commercial efforts to ensure that every NIL activity or transaction it arranges, funds, or facilitates (collectively, “NIL Transactions”) complies with (a) all applicable NCAA regulations, (b) state and federal law, and (c) all University policies and procedures then in effect, specifically including:
      - i. A Valid Business Purpose:
        1. The Payor demonstrates, to BPSE’s reasonable satisfaction, a bona-fide commercial or charitable objective that directly relates to the Student-Athlete’s NIL deliverables (e.g., advertising, promotional appearances, content creation, or community-service programming).
        2. Compensation is not contingent on athletic performance, enrollment, athletic awards, or team outcomes.
        3. Deliverables provide commensurate marketing or promotional value to the payor.
      - ii. Range of Compensation: The total compensation falls within the applicable RoC band for the Student-Athlete’s profile (“RoC Compliance”). If the proposed amount is outside the RoC, BPSE may proceed only after (a) receiving written clearance through the clearinghouse appeal process or (b) obtaining the University’s prior written consent.
    - c. Before finalizing an NIL Transaction, BPSE shall use its best commercial efforts to:

- i. Verify the legal name and corporate status of the payor and any beneficial owners.
  - ii. Ensure the payor is not (a) acting on behalf of the University in violation of NCAA rules, (b) an agent or recruiter barred under state or federal law, or (c) otherwise prohibited.
  - iii. Document additional due-diligence steps (e.g., proof of deliverables, written acknowledgement of NCAA bylaw compliance for payors that qualify as boosters, collectives, or other University-associated entities.
  - d. Use BPSE's best commercial efforts to require that each NIL Transaction:
    - i. Tie all compensation to specific, verifiable deliverables (appearance hours, sponsored content, endorsements, etc.).
    - ii. Be memorialized in a written contract retained by BPSE for at least three (3) years, together with evidence that both the Valid Business Purpose and RoC requirements were satisfied (including underlying comparables or clearinghouse confirmation).
  - e. If a Student-Athlete is present in the United States under a visa or other immigration status, BPSE will use best commercial efforts to ensure that any NIL activity is permitted under the Student-Athlete's visa or other immigration status.
  - f. Each NIL Transaction is subject to audit by the University on at least ten (10) business days' notice. BPSE shall cooperate as reasonably requested by the University not more than once every academic quarter with all audits and compliance reviews, including by providing prompt access to contracts, payment records, deliverable evidence, and RoC data relied upon.
3. BPSE Dedicated Staff. BPSE shall provide a three-person dedicated staff of such personnel as reasonably selected by BPSE, at BPSE's sole cost and expense, to assist the University in the performance of NIL services. The University shall provide reasonable office accommodations in the Athletic Department rent-free for such personnel. BPSE shall require BPSE personnel to comply with all known or published University standards and policies applicable to presence on the University campus and work-related conduct, as well as telecommunications and internet security. In the event the University reasonably finds any staff member from BPSE unsatisfactory, the University will notify BPSE. BPSE shall immediately remove the individual from the assignment and use diligent efforts to provide a replacement acceptable to the University as soon as practicable.

4. Consideration.

- a. Definitions:
  - i. "Achieved NIL Compensation" means the total Student-Athlete NIL Compensation actually paid or irrevocably due to Student-Athletes during a Contract Year.
  - ii. "Annual Management Fee" is for each Contract Year,
    - 1. The applicable following amount:
      - a. Contract Year 1: \$280,000
      - b. Contract Year 2: \$287,500
      - c. Contract Year 3: \$285,225
    - 2. Less any applicable Shortfall.
  - iii. "Annual Management Fee Statement" means a statement showing the Achieved NIL Compensation for the prior Contract Year, the Fundraising Target for the prior Contract Year, and any resulting Shortfall.
  - iv. "Contract Year" means each twelve (12) month period beginning on July 1 and ending on the following June 30 during the Term of this Agreement,

- with the first Contract Year commencing on the Effective Date and ending on June 30, 2026.
- v. “Fundraising Target” is \$750,000 for Contract Year 1. The Fundraising Target increases by 3% each subsequent Contract Year.
  - vi. “Net Direct Revenue” means, for any Contract Year:
    - 1. the aggregate cash proceeds (whether received by BPSE or irrevocably earned and payable to BPSE) from any transaction, direct or indirect, that involves, exploits, or otherwise derives value from a Student-Athlete’s NIL and that is facilitated, promoted, or approved under this Agreement or under any agreement between BPSE and a University Student Athlete.
    - 2. Net Direct Revenue also Includes all cash proceeds from activities that are facilitated, promoted, or approved under this Agreement (whether received by BPSE or irrevocably earned and payable to BPSE), and that are generated, directly or indirectly, from:
      - a. Transactions that use Student-Athlete NIL with any University trademarks, copyrights, logos, or other intellectual property.
      - b. Use of University-owned or University-controlled facilities, venues, equipment, or other physical assets.
      - c. Distribution, streaming, broadcast, or display of NIL content through University media, digital, or social channels.
      - d. Any other rights, benefits, access, or services furnished by or through the University that uses, exploits, enhances, enables, or monetizes the Student-Athlete’s NIL.
    - 3. Net Direct Revenue will be reduced by, out-of-pocket costs and expenses attributable to any transaction, and documented with reasonable detail, including: Refunds & Charge-backs, Payment-Processor Fees, Regulatory Taxes, Agency/Platform Commissions, Documented Pass-Through Production Costs, Reasonable Direct Marketing Expenses.
    - 4. Net Direct Revenue is recognized in the Contract Year in which the corresponding cash is (i) received by BPSE or (ii) becomes unconditionally due and payable to BPSE, whichever occurs first.
    - 5. No Double Counting. Revenue and deductions may be included, applied to or deducted from Net Direct Revenue only once, even if from multiple overlapping NIL rights or University benefits.
  - vii. “Shortfall” means the positive difference, if any, between the Fundraising Target and the Achieved NIL Compensation in the prior Contract Year.
  - viii. “Student-Athlete NIL Compensation”
    - 1. means the aggregate gross amount of cash that is paid to or for the benefit of one or more Student-Athletes, whenever BPSE (alone or with the University or any third party) initiates, negotiates, facilitates, processes, collects, allocates, or disburses the consideration in connection with the exploitation of a Student-Athlete’s NIL.
    - 2. includes, without limitation:
      - a. appearance fees, sponsorship or endorsement payments, royalty streams,, and any portion of a sponsorship,

- fundraising, or licensing payment earmarked for, or ultimately remitted to, a Student-Athlete; and
- b. any consideration held in escrow, digital wallet, or similar account for later distribution to a Student-Athlete.
3. excludes: (i) University paid reimbursements of a Student-Athlete's ordinary travel, meals, or lodging expenses that are expressly permitted under NCAA or other Governing-Body rules and are not contingent upon NIL use; or (ii) tuition, room, board, and other traditional grant-in-aid benefits that the University provides independent of any NIL transaction.
- b. In consideration of the Services including use of the Platform for Student-Athletes, University agrees to pay BPSE the applicable Annual Management Fee and Contract Administration Fee:
- i. Annual Management Fee.
1. Within thirty (30) days after the end of each Contract Year, BPSE shall deliver to the University an invoice for the Annual Management Fee together with the Annual Management Fee Statement. The Annual Management Fee Statement shall be delivered concurrently with the Fundraising-Bonus Statement described in Section 4(b)(iii) below, using the same method of calculation consistently applied for the applicable Contract Year.
2. The Annual Management Fee for Contract Year 1 is due within five (5) days of the Effective Date. For subsequent Contract Years, the Annual Management Fee is due within thirty (30) days of BPSE's delivery of the invoice and Annual Management Fee Statement.
- ii. Contract Administration Fee. BPSE is also entitled to a Contract Administration Fee equal to 1.25% of all Student-Athlete NIL Compensation administered, processed, or paid by BPSE to University Student-Athletes, including those facilitated through the Platform or funds from BPSE Fundraising. This fee applies only once per eligible dollar and shall not be duplicated or assessed on funds already subject to a prior administrative charge. BPSE will invoice the University for any amounts not withheld or otherwise paid, which invoice will be payable within 30 days of receipt.
- iii. Fundraising-Bonus.
1. If Achieved NIL Compensation meets or exceeds the Fundraising Target in a Contract Year:
- a. BPSE retains 75% of the Net Direct Revenue earned above the Fundraising Target and below \$1,150,000 for the Contract Year;
- b. BPSE retains 50% of the Net Direct Revenue at or above \$1,150,000 for the same Contract Year.
- c. The remaining balance of the Net Direct Revenue, after BPSE's share is applied, is distributed to the University.
2. If Achieved NIL Compensation falls short of the Fundraising Target in a Contract Year, the Net Direct Revenue for that Contract Year shall be reserved, held in a sub-account of the NIL Payment Account, and used exclusively to support Student-Athlete NIL transactions in the subsequent Contract Year, unless otherwise agreed in writing by the Parties. Each Party agrees that

if will consider any request for an alternate arrangement in good faith, and will not unreasonably withhold agreement to such alternate arrangement.

- a. Within ninety (90) days after the start of each Contract Year in which Net Direct Revenue has been reserved under Section 4(b)(iii), BPSE shall provide the University with a proposed NIL marketing plan identifying the intended use and projected NIL Transactions.
- b. For clarity, any amounts expended pursuant to this provision shall not be included in the calculation of Achieved NIL Compensation for the subsequent Contract Year.
- c. BPSE shall maintain detailed records of all such expenditures and provide a written report to the University within sixty (60) days after the end of the subsequent Contract Year, identifying how the funds were used and the NIL transactions supported.
- 3. Within thirty (30) days after the end of each Contract Year, BPSE shall deliver to the University a Fundraising-Bonus Statement showing: (i) total Net Direct Revenue, (ii) the Fundraising Target, (iii) the amount allocable to each bonus tier, and (iv) BPSE's and the University's respective shares.
- 4. The University shall have fifteen (15) days after receipt of the Fundraising-Bonus Statement to raise any bona-fide objections under the invoice-dispute process in Section 5 below:
  - a. excluding 5(a)(i) and 5(a)(ii), applied *mutatis mutandis* (i.e., for this bonus reconciliation BPSE is treated as the *Payor* and the University as the *Payee* for notice, and the Fundraising-Bonus Statement is treated as an invoice).
  - b. No shares shall be retained or distributed until the Parties either agree or the Fee Auditor's allocation of the disputed amount is final.
  - c. If no objection is raised by the University, the statement is deemed accepted.
- 5. Within two (2) business days after the Fundraising-Bonus Statement is accepted or the Fee Auditor's allocation of the disputed amount is final, BPSE may retain its bonus share and/or shall remit to the University its share.
- c. **No Charge to Student-Athletes.** No portion of the Administration Fee, Contract Administration Fee or Fundraising-Bonus or any other fee, cost, or deduction be charged to, withheld from, or otherwise borne by University Student-Athletes. This provision does not prohibit reasonable charges for optional services voluntarily elected by the Student-Athlete or for fees expressly permitted or required by NCAA rules, state law, or institutional policy, provided such fees are disclosed in advance and subject to the Student-Athlete's prior written consent.
- d. **Late Fee.** Any undisputed portion of any amount payable to either Party, that remains unpaid after its due date will bear interest at the rate of 1% per month until paid in full. Any portion of the disputed amount that is determined to be payable, will begin to accrue interest at 1 % per month starting five (5) business days after the date of the final determination, and will continue to accrue until paid in full.

5. **Fees : Notice, Cure, Audit, and Continuity of Services**
  - a. **Notice, Cure Opportunity, Finance Call**
    - i. On each invoice's due date the University must either pay it in full, or send BPSE a short written notice of the amount disputed and pay the balance.
    - ii. If any sum is still unpaid and undisputed after the due date, BPSE will send a Non-Payment Notice. The University then has 10 calendar days to (a) pay in full or (b) identify the disputed portion and pay the balance.
    - iii. **Finance Call**
      1. If a dispute remains, the parties' finance leads will meet (phone or video) within 7 days to provide supporting information and try to resolve the dispute. If the Parties agree on an adjustment, BPSE issues a revised invoice within 5 business days. The University shall pay any remaining amount on the revised invoice (after crediting what it already paid) within ten (10) days. Payment of the revised invoice constitutes final settlement of the disputed charges.
      2. If no agreement is reached within 14 days after the finance call, either Party may request to move the dispute to the Binding Audit procedure described below.
  - b. **Binding Audit.**
    - i. **Appointment.** Within five (5) days a Party's request for the Binding Audit, the Parties shall jointly appoint an independent party (the "Fee Auditor"). If they fail to agree, either Party may request the American Arbitration Association to appoint the Fee Auditor.
    - ii. **Scope & Procedure.** The Fee Auditor shall review the Parties' submissions, books, and records solely to determine the correct amount (if any) owed for the invoice in dispute, applying the pricing and standards in this Agreement. No discovery beyond document exchange is permitted. A written decision is due within thirty (30) days after the Fee Auditor's appointment, unless extended by mutual consent.
    - iii. **Finality.** The Fee Auditor's allocation of the Disputed Amount is final and binding, with no right of appeal, and University shall pay the correct amount (if any) owed within five (5) days after the decision.
    - iv. **Costs.** The Fee Auditor's fees shall be split 50/50 unless the decision specifies a different allocation.
  - c. **Continuity of Services.** During the Cure Period and any Binding Audit, BPSE shall continue to perform all Services and obligations in full, provided the University (i) timely pays all Undisputed Amounts and (ii) pays the auditor's determination of the correct amount of any disputed amount, and BPSE will not be materially harmed, prejudiced or unduly burdened by the continued provision of the Services. Failure by BPSE to maintain performance in accordance with this Section constitutes a material breach.
  - d. **Exclusive Remedy for Non-Payment.** The notice-and-audit procedure in this Section is a prerequisite to any other means of resolving any Fee-related dispute. Neither Party may suspend performance, accelerate remedies, or initiate litigation over Fees unless it has first complied with this Section 5.
6. **Financial Records and Reporting.**

- a. Maintenance of Books and Records. BPSE shall maintain complete, accurate, and auditable books and records using reasonably commercial practices in a consistent manner. BPSE shall retain such records for at least seven (7) years after the close of each Contract Year and shall, upon fifteen (15) business days' prior written notice and for reasonable purpose, make them available for inspection and audit by the University or its designated representatives during normal business hours.
- b. Consistency of Accounting Treatment. BPSE shall account for Net Direct Revenue and Student-Athlete NIL Compensation in separate ledger accounts and shall apply consistent allocation rules to ensure that all Net Direct Revenue and Student-Athlete NIL Compensation and related expenses are properly classified and documented to account for Net Direct Revenue.
- c. BPSE shall further establish and maintain a separate, dedicated bank account (the "NIL Payment Account") for the sole purpose of holding and disbursing funds designated for Student-Athlete NIL Compensation when payments are to be made by BPSE.
- d. The University shall have beneficiary rights to the NIL Payment Account and may enforce such rights by requesting written certifications, financial statements, and account records from BPSE on a quarterly basis. The University may also require that a third-party auditor, mutually agreed upon by the parties, review the NIL Payment Account annually at University expense. In the event of termination of this Agreement for any reason, the University shall have the right to assume full control over the NIL Payment Account, less any amounts owed to BPSE, whether contingent, disputed or owed and not collected. BPSE shall cooperate as reasonably requested by the University to transfer all necessary access rights, credentials, and documentation.
- e. Reporting Obligation.
  - i. Monthly:
    1. BPSE shall provide University monthly reports and calculation of BPSE Fundraising in such form and substance as reasonably determined by BPSE in accordance with BPSE' normal and customary practices.
    2. BPSE shall provide the University with monthly reports and calculations of Student-Athlete NIL Compensation broken down by Student-Athlete and transaction ID in a format and level of detail sufficient for both contract administration and compliance with applicable laws and regulations, including Title IV federal financial aid requirements. Reports shall include all information necessary to verify performance, compliance, payment obligations, and any impact on Student-Athlete financial aid eligibility. The form and substance of the reports shall be consistent with BPSE's ordinary reporting practices, provided they meet the thresholds of this Section.
    3. Monthly Reports shall be delivered no later than the 25th day of the following month for the immediately preceding month.
  - ii. Quarterly. Within twenty five (25) calendar days after the end of each Contract Year quarter, BPSE shall prepare and deliver to the University a Quarterly Report that substantially complies with the content, format, timing, and certification requirements set forth in Exhibit A, Quarterly Reports.

iii. Yearly. Within thirty (30) days after the end of each Contract Year, BPSE shall deliver to the University a written statement, certified by BPSE's chief financial officer, itemizing:

1. (a) total Net Direct Revenue for the Contract Year, (b) a breakdown of each NIL-related transaction generating Net Direct Revenue,
2. Achieved NIL Compensation for the Contract Year broken down by Student-Athlete.

7. Obligations of the University. Subject to the conditions in this Section, and to the extent reasonably requested by BPSE and reasonably available to the University, the University shall make the following available to BPSE for each Contract Year. If the University determines that any item is not reasonably available, it shall provide BPSE with a brief explanation of the basis for that determination:

- a. The University will include BPSE in at least one quarterly email to University sponsors, donors, and supporters, in such form and content as BPSE reasonably requests.
- b. At least eight football, four men's basketball, and eight baseball season tickets. The football season tickets are to be adjacent Club Level (or comparable).
- c. At least eight sideline passes for each home men's football game, four all-access passes to each University home game for every University sport (pre-, regular, and post-season, whether or not the University is designated as the "home team").
- d. At least four suite-level passes for each men's home football and men's home basketball game (pre-, regular, and post-season, whether or not the University is designated as the "home team").
- e. At least four parking passes for each men's home football game and two parking passes for men's home basketball and baseball games (pre-, regular, and post-season, whether or not the University is designated as the "home team").
- f. For one road (non-home) game per season in each of men's football and men's basketball, as mutually agreed upon by the University and BPSE with at least 30 days' prior written notice from BPSE, the University shall provide BPSE with: (i) at least four charter seats (if applicable and available), (ii) single-occupancy hotel accommodations, and (iii) team or other reasonable ground transportation. BPSE acknowledges and agrees that charter travel may not be available for men's basketball, as it is not the team's usual form of travel, and the University shall have no obligation to provide charter access where it is not reasonably available.
- g. At least one minimum 15-minute podcast interview with the head football coach and head men's basketball coach, and non-exclusive distribution through primary University media channels during the conference regular season.
- h. Year-round access (during regular hours of operation) to provide paid tours of Reser Stadium and related facilities for up to 10 guests and sponsorship and/or sales tours to prospective sponsors, donors, and/or other revenue sources, upon such terms and conditions as reasonably requested by the University.
- i. At least two bye or away game weekend fan photo events at Reser Stadium at such times and dates as reasonably requested by BPSE upon at least 10 days prior written notice.
- j. BPSE may postpone any outdoor activity scheduled under this Section in its reasonable discretion for weather conditions and response provided that the University has not already incurred non-refundable or otherwise unrecoverable

costs in reliance on the original schedule. If the University has incurred such costs, the Parties shall promptly confer in good faith to (i) determine whether the activity can proceed as planned, (ii) identify a mutually acceptable rescheduled date that minimizes additional expense, or (iii) agree on an equitable allocation or reimbursement of the costs already incurred.

- k. BPSE may license or sell to sponsors, donors, or other third-party revenue sources the right to place logos or patches on practice- or game-day fields, courts, and uniforms. Any such placement is conditioned upon (i) the prior written approval of the University, which approval shall not be unreasonably withheld, conditioned, or delayed, (ii) the prior written approval of Beaver Sports Properties, LLC (“BSP”), the University’s multimedia-rights holder, and (iii) BPSE’s acceptance of BSP’s customary commercial terms, conditions, and fees. Because BSP is a separate entity, the University cannot bind BSP, but it will use commercially reasonable efforts to facilitate and encourage BSP’s timely, good-faith review of each request. All BSP-imposed fees shall be borne by BPSE or the applicable sponsor, as they may agree.
- l. The ability to license and/or rent the University athletic facilities for non-athletic events, such as concerts upon such terms and conditions as reasonably agreed upon by the University.
- m. Access to Staff and Intellectual-Property Assets.
  - i. The University will use best commercial efforts to cooperate with BPSE in making relevant athletic-department personnel available, as reasonably requested by BPSE, to facilitate the Services.
  - ii. Upon BPSE’s reasonable request, the University will provide logos, trademarks, brand guidelines, and other University-owned marketing or promotional materials needed for the Services. Use of these University assets is subject to the University’s prior written approval in each instance, which approval shall not be unreasonably withheld, conditioned, or delayed. To the extent any requested marks, media inventory, or promotional rights are controlled by BSP, BPSE acknowledges that BSP, not the University, holds final approval authority and may impose its own terms, branding guidelines, and fees. The University cannot bind BSP but will use commercially reasonable efforts to facilitate and encourage BSP’s timely, good-faith review of BPSE’s requests. If neither the University nor BSP (as applicable) issues written approval or denial within ten (10) business days after receipt of a complete request, BPSE may request expedited review, but the absence of a response is not to be deemed approval.
- n. All BPSE access to, or licensing, rental or use of, University athletic facilities is subject to the University’s standard facility-use policies, scheduling availability, and event procedures. BPSE shall obtain all required approvals and shall pay the customary out-of-pocket charges for security, custodial services, and the standard rental fee ordinarily assessed by the University for comparable third-party events held in the same facility. If no rental fee is normally charged for a particular venue or event type, none shall be due from BPSE. All other applicable terms and conditions will be determined by the University on a case-by-case basis.

8. Insurance.

- a. BPSE shall, at its sole cost and expense, obtain and maintain for the duration of this Agreement the insurance coverages described below. The required

- insurance and minimum coverage limits specified herein shall not be construed to limit BPSE's liability under this Agreement or at law.
- b. All policies must be issued by an insurance company permitted to do business in Oregon, with a minimum A.M. Best rating of A-VII. Insurance carried by BPSE under this Agreement shall be the primary coverage and non-contributory. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Agreement for a duration commensurate with the statute of limitations for tort claims in Oregon. BPSE shall provide a certificate of insurance reflecting the required insurance and any applicable endorsements, upon request.
  - c. BPSE shall provide the University with certificates of insurance and, upon request, copies of applicable policy endorsements, evidencing the required coverage prior to commencement of services and upon any renewal. If any coverage is written on a claims-made basis, BPSE shall maintain "tail" coverage or equivalent extended reporting period coverage for at least the applicable statute of limitations period following expiration or termination of this Agreement.
    - i. General Liability, to include physical/sexual abuse and molestation liability, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. Oregon State University, its trustees, officers, employees, and agents shall be included as additional insured.
    - ii. Automobile Liability with minimum limits of \$1,000,000 combined single limit per occurrence.
    - iii. Property Insurance that covers all property used in performance of this Agreement and all BPSE property that is kept at OSU
    - iv. Workers' Compensation coverage that satisfies Oregon law for all BPSE subject workers, unless such employees are exempt under ORS 656.126. Workers' Compensation coverage shall be at statutory limits and Employer's Liability insurance with minimum limits of \$500,000 each accident; \$500,000 disease-each employee; and \$500,000 disease-policy limit.
    - v. Cyber and Privacy Liability with minimum limits of \$2,000,000 per claim and \$2,000,000 aggregate
    - vi. Crime Insurance, to include employee dishonesty coverage, which includes coverage for all directors, officers, agents, and employees of BPSE with minimum limits of \$1,000,000 per loss.

9. Term.

- a. The Term of this Agreement will be three years ("Term"), beginning on the Effective Date. Either Party may terminate this Agreement upon at least 60 days prior written notice, provided, however, that if: (i) the University terminates this Agreement without cause prior to the expiration of the Term, University agrees to pay BPSE an early termination fee equal to the then-current Annual Management Fee (to the extent not already paid), prorated for the year of termination plus the remaining Annual Management Fee for the remainder of the Term; (ii) BPSE terminates this Agreement without cause prior to the expiration of the Term, BPSE shall pay the University an early termination fee equal to the amount that the University would have been required to pay BPSE had the University terminated the Agreement without cause on the same date. This includes, without limitation, any remaining pro rata portion of the Annual Management Fee for the then-current Contract Year and all unpaid Annual Management Fees for

the remainder of the Term. Such payment shall be due within thirty (30) days of the effective termination date and shall survive termination. The early termination fee does not apply in the event of termination for cause under Section 2(b).

- b. Notwithstanding the foregoing, this Agreement may be terminated, upon written notice for any of the following:
  - i. Either Party may terminate this Agreement for cause if, for any Contract Year, the Achieved NIL Compensation is less than the Fundraising Target upon 10 days notice..
  - ii. By the aggrieved Party upon at least 10 days prior written notice if the other Party acts in a manner that injures the reputation, name, image, and likeness of the other Party, in the reasonable opinion of the terminating Party; or
  - iii. By the non-breaching Party immediately if the other Party materially breaches this Agreement and such breach is not cured within 30 days after notice thereof from the non-breaching Party.
  - iv. By the University upon at least 30 days prior written notice if Robert Sine, the BPSE CEO, is terminated by BPSE.
  - v. Either Party may terminate this Agreement upon at least 30 days prior written notice if in such Party's reasonable discretion, the NCAA or any other governing body which has legislative or administrative control over the University or collegiate athletics ("Governing Bodies") enacts a law, rule, regulation, statute, or other form or any other document that would render this Agreement as non-conforming with the NCAA or any other governing body.

#### 10. Post-Termination Issues

- a. Continuation of NIL Related Activities. Upon expiration or termination of this Agreement for any reason, BPSE shall, within thirty (30) days, deliver to the University all reports, records, data, intellectual property, and documentation reasonably necessary for the University to continue NIL-related activities as maintained by BPSE in the ordinary course of performance of the Services. This includes, but is not limited to, financial and fundraising reports, student-athlete activity logs, sponsor and donor records, branding/media assets, and compliance documentation. BPSE shall cooperate in good faith to ensure an orderly transition and shall return or destroy any confidential University data in accordance with applicable law and this Agreement.
- b. Reconciliation of Annual Management Fee on Early Termination or Expiration
  1. Pre-Paid Fee. The Annual Management Fee is invoiced and paid at the start of each Contract Year.
  2. Shortfall Offset on Normal Expiration.
    - a. When the Agreement expires at the scheduled end of its Term, within fifteen (15) calendar days after the effective date of termination or expiration of this Agreement (the "End Date"), BPSE shall deliver to the University a written statement showing:
      - i. the Achieved NIL Compensation for the most recently completed Contract Year,
      - ii. the Fundraising Target for that Contract Year, and
      - iii. the resulting Shortfall, if any.

- b. BPSE shall pay the University an amount equal to the Shortfall (if any) no later than thirty (30) calendar days after the End Date.
  - c. BPSE's obligations under this Section survive termination or expiration until the Shortfall, if any, is paid in full.
3. Early Termination—Prorata Refund.
    - a. If the Agreement terminates before the last day of a Contract Year for any reason other than University terminating the Agreement without cause BPSE shall, within fifteen (15) days after the termination-effective date, refund the unearned portion of the prepaid Annual Management Fee, calculated on a daily, straight-line basis from the day after termination through the end of that Contract Year.
    - c. Fundraising-Bonus Reconciliation at Contract End
      - i. Definitions.
        1. "Interim Period" – the portion of the current Contract Year that begins on July 1 and ends on the Termination Date (the effective date of expiration or early termination).
        2. "Prorated Fundraising Target" – the Fundraising Target for the current Contract Year multiplied by number of days in the Interim Period and divided by 365
        3. "Tail Revenue Window" – the ninety (90)-day period immediately following the Termination Date.
      - ii. Scheduled Expiration (ordinary end of Term).
        1. BPSE shall calculate the Fundraising-Bonus for the full Contract Year in accordance with Section 4(b)(iii) and deliver the Year-End Fundraising-Bonus Statement within thirty (30) days after June 30. The University's review, objection, and payment timelines in Section 4(b)(iii) apply.
      - iii. Early Termination (mid-year).
        1. Interim Bonus Statement. Within thirty (30) days after the Termination Date, BPSE shall deliver an Interim Fundraising-Bonus Statement showing:
          - a. Net Direct Revenue earned or irrevocably payable in the Interim Period;
          - b. The Prorated Fundraising Target;
          - c. The bonus tiers applied to the excess above the Prorated Target; and
          - d. The resulting University and BPSE shares.
        2. Payment / Retention.
          - a. The parties shall handle objections under the invoice dispute procedure in Section 5. Within fifteen (15) days (or as soon as administratively practicable) after the Interim Statement is accepted (or finally resolved),
            - b. BPSE shall remit the University's bonus share.
        3. Tail Revenue Reconciliation. Net Direct Revenue received within the Tail Revenue Window that is attributable to NIL transactions executed before the Termination Date shall be added to the Interim Period totals, applying the same tiers. BPSE shall deliver a Tail Reconciliation Statement within ten (10) days after the Tail

Revenue Window ends and settle any additional amounts within five (5) business days thereafter.

- iv. Survival. BPSE's obligations to prepare statements, permit audit, and pay or refund any Fundraising-Bonus amounts survive termination or expiration until all reconciliations under this Section are complete.

11. Indemnification.

- a. To the extent funds are lawfully available for such a purpose, the University agrees to protect, indemnify and hold harmless BPSE and its members, managers, officers, directors, employees, agents and other representatives, and successors and assigns, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including attorneys' fees and costs, arising out of, or in any way connected with, any University breach of this Agreement, University provision of any copyrighted or other intellectual property protected materials, any actions or omissions of the University or any University violation of any applicable rules, regulations, laws, or pronouncements of any Governing Bodies or the University's planning, management or direct control over the operation of any University sponsored event.
- b. BPSE agrees to protect, indemnify and hold harmless the University and its trustees, officers, employees, employees, agents and other representatives, and their respective successors and assigns, from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including attorneys' fees and costs, arising out of, or in any way connected with, any BPSE breach of this Agreement, any actions or omissions of BPSE or any claim or action related to or arising from the operation of BPSE' business which includes without limitation:
  - i. any NIL transaction, fundraising activity, or promotional campaign managed, facilitated, or executed by BPSE;
  - ii. any misrepresentation regarding compliance with NCAA rules, or applicable law;
  - iii. any claim by a Student-Athlete, donor, or sponsor relating to compensation, misrepresentation, or failure to deliver services or benefits for which BPSE is responsible;
  - iv. any unauthorized use by BPSE of University trademarks, logos, facilities, or other University-controlled assets.

12. Notice. Any notice provided in this Agreement must be in writing and must be either personally delivered, mailed by first class mail (postage prepaid and return receipt requested), or sent by reputable overnight courier service (charges prepaid) or confirmed electronic transmission, to the Parties at the addresses below indicated (or as otherwise designated by the University or BPSE):

BPSE: 1120 N Town Center Dr, Ste 160  
Las Vegas, NV 89144  
Email: [rob@blueprintsports.com](mailto:rob@blueprintsports.com)

With a copy to: Steven Pacitti, Esq.  
4435 S. Eastern Avenue  
Las Vegas, NV 89119  
Email: [spacitti@gdallashorton.com](mailto:spacitti@gdallashorton.com)

University: Oregon State University  
Executive Deputy Athletic Director, Chief Operating Officer  
137 Gill Coliseum  
Corvallis, OR 97331  
Email: [Brent.Blaylock@oregonstate.edu](mailto:Brent.Blaylock@oregonstate.edu)

With a copy to: Oregon State University  
PCMM  
644 SW 13<sup>th</sup> Street  
Corvallis, OR 97333  
Email: [Brian.Kinsey@oregonstate.edu](mailto:Brian.Kinsey@oregonstate.edu)

13. Confidential Information.

- a. "Confidential Information" means any non-public, proprietary or competitively sensitive information of either Party that a reasonable person would understand to be confidential and that is expressly designated as such at the time of disclosure, as follows:
  - i. Tangible or Electronic Form.
    1. Information disclosed in writing, by e-mail, in a data file, on physical media, or in any other tangible form is Confidential Information only if the Disclosing Party clearly and conspicuously marks the material "CONFIDENTIAL," "PROPRIETARY," or with a similar legend when it is provided.
  - ii. Oral or Visual Form.
    1. Information first disclosed orally or visually is Confidential Information only if the Disclosing Party (a) identifies it as confidential when disclosed and (b) delivers to the Receiving Party, within thirty (30) days thereafter, a written summary of the information that is conspicuously marked "CONFIDENTIAL" or equivalent.
  - iii. Subject to the designation requirements above, Confidential Information includes—without limitation—recruiting strategies and contacts; business, fundraising, or promotion plans; processes, technical data, trade secrets, know-how, models, software, prototypes, or other strategic, operational, economic, or technical information; and any client, donor, or sponsorship lists or other information having independent economic value.
- b. Non-Disclosure. The Receiving Party shall:
  - i. hold the Confidential Information in the strictest of confidence;
  - ii. not use the Confidential Information for any personal gain or to the detriment of the Disclosing Party;
  - iii. take all steps necessary to protect the Confidential Information from disclosure and implement internal procedures to guard against such disclosure; and
  - iv. not disclose or make available all or any part of the Confidential Information to any person, firm, corporation, association, or any other entity for any reason or purpose whatsoever, directly or indirectly, unless and until such Confidential Information becomes publicly available other than as a consequence of a breach by any of the Receiving Party.
- c. Exceptions to Confidential Information. The Receiving Party is not restricted from disclosing or using Confidential Information that:

- i. was freely available in the public domain at the time it was communicated between the Parties;
  - ii. was subject to public inspection in accordance with law
  - iii. subsequently came to the public domain through no fault of the Parties;
  - iv. is in the Receiving Party's possession free of any obligation of confidence at the time it was communicated;
  - v. is independently developed by the Receiving Party or its representatives without reference to any Confidential Information communicated by the Disclosing Party;
  - vi. is provided by the Receiving Party in response to a valid order by a court or other governmental body, or the Receiving Party's determination disclosure is required by law; or
  - vii. is approved for release by written authorization of an officer or representative of Disclosing Party.
- d. Use or Disclosure of Confidential Information. The Receiving Party shall only use Confidential Information as directed and not for its own purposes or the purposes of any other party. The Receiving Party may only disclose Confidential Information to persons within their organization only if such persons are on a "need to know" basis. The Receiving Party shall advise each person to whom disclosure is permitted that such information is confidential and proprietary property may not be disclosed to others or used for their own purpose. This Section shall survive and continue after any expiration or termination of this Agreement for a period of 5 years following expiration or termination of the Agreement and shall bind the Parties, including but not limited to their employees, agents, representatives, successors, heirs, and assigns.
- e. Notice of Disclosure. If the Receiving Party receives a request or is required (by deposition, interrogatory, request for documents, subpoena, public information request, civil investigative demand, or similar process) to disclose all or any part of the Disclosing Party's Confidential Information, the Receiving Party shall, if legally permissible, to (a) promptly notify the Disclosing Party of the existence, terms, and circumstances surrounding such request or requirement, (b) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request or requirement and (c) assist the Disclosing Party in seeking a protective order or another appropriate remedy; provided, however, that the Receiving Party shall not be required to take any action in violation of applicable laws. If such protective order or other remedy is not obtained or that one of the Disclosing Party waives compliance with the provisions hereof, the Receiving Party shall not be liable for such disclosure unless disclosure to any such tribunal was caused by or resulted from a previous disclosure by the Receiving Party not permitted by this Agreement.
- f. Notwithstanding anything to the contrary in this Section 13, the University may share, disclose or retain Confidential Information to the extent necessary for audit, compliance, regulatory reporting, institutional oversight, or lawful operational purposes, provided reasonable safeguards are maintained.
- g. Return of Confidential Information. Upon request from any of a Disclosing Party or upon the termination of the Agreement, the Receiving Party will promptly deliver all originals and copies of all documents, records, software programs, media, and other materials containing any Confidential Information. Both Parties shall also return to each other files and other personal property belonging to one another. Neither Party shall be permitted to make, retain, or distribute copies of any Confidential Information and shall not create any other documents, records,

or materials whatsoever of the Confidential Information except as provided in paragraph (f) above.

14. Non-circumvention.

- a. Neither Party shall, without the prior written consent of the other, knowingly initiate or enter into a competing commercial arrangement (other than BPSE's engagement by other universities in the ordinary course of business) that (a) directly arises from a business opportunity introduced by the other Party under this Agreement, and (b) would materially deprive the other Party of the economic benefit of its role under this Agreement.
- b. This restriction does not apply to:
  - i. relationships that predate this Agreement or arise independently of it;
  - ii. public procurement processes conducted in compliance with applicable law; or
  - iii. interactions with student-athletes, contractors, or sponsors where the University is acting in its educational or administrative capacity unrelated to BPSE's role.
  - iv. The Parties agree to act in good faith and consult with one another to clarify any potential overlap or conflict before entering into relationships that may be reasonably interpreted as falling within the scope of this provision.

15. Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months following its expiration or termination, neither Party shall knowingly and intentionally solicit, recruit, or induce any employee, contractor, or consultant of the other Party who was directly involved in the performance of this Agreement to terminate their relationship with the other Party for the purpose of engaging them in a competing or substantially similar role. This restriction shall not apply to individuals who respond to publicly posted employment or contract opportunities made in accordance with the University's open hiring practices or public procurement requirements. The Parties acknowledge that, due to the decentralized structure of the University, personnel or departments not involved in the administration of this Agreement may act independently and without knowledge of this restriction. Accordingly, the University shall not be considered in breach of this provision unless the solicitation was knowingly initiated, directed, or approved by personnel responsible for administering this Agreement.

16. Exclusive Provider.

- a. The University will not appoint, contract with, or otherwise authorize any third party to perform the Core NIL-Management Services assigned to BPSE under this Agreement (the "Exclusive Role") without BPSE's prior written consent.
- b. This exclusivity does not prevent the University from hiring or collaborating with other parties for:
  - i. general athletic or institutional sponsorships;
  - ii. NIL-related education or compliance training;
  - iii. independent legal, accounting, or public-affairs services; or
  - iv. donor relations and fundraising activities that fall outside BPSE's Exclusive Role.
- c. Nothing in this Section restricts individual student-athletes from entering NIL opportunities that are not facilitated by BPSE.
- d. The University will avoid any arrangement that materially impairs BPSE's ability to fulfill its Exclusive Role.

17. Press Releases. Neither party shall issue public statements or press releases regarding this Agreement without prior written approval from the other party. Both parties must agree on the form and substance of any such communication.

18. Content, Media, Promotional Material. Any content, media, or promotional materials created by BPSE during the Term using University intellectual property or featuring University Student-Athletes shall be jointly owned by BPSE and the University, or, at minimum, BPSE shall grant the University a perpetual, royalty-free, non-exclusive license to use such materials for institutional, educational, promotional, or archival purposes.

19. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to its conflict of law principles. The Parties consent to the exclusive jurisdiction and venue of the state courts located in Benton County, Oregon, for the resolution of any disputes arising out of or relating to this Agreement. Each Party waives any objection to the jurisdiction or venue of such courts on the grounds of forum otherwise. The undersigned represent and warrant that they have authority to sign on behalf of the respective party. The failure of any party at any time or times to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions. Any waiver of such rights must be set forth in writing. If any provision of this Agreement shall be declared illegal, invalid, void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby. This Agreement may not be assigned by either party without the prior written consent of the other, which consent will not be unreasonably withheld, conditioned or delayed. This Agreement constitutes the entire understanding of the parties and can be amended only in writing.

Agreed to:

BLUEPRINT SPORTS AND ENTERTAINMENT, LLC:

By:  rob sine  
82412E7A7F914FA...

Its: CEO

Date: 8/14/2025 | 21:22:21 PDT

OREGON STATE UNIVERSITY:

By:  Tamara Bradshaw  
E0A797248F5D440...

Its: AD Procurement & Contracts

Date: 8/13/2025 | 09:27:22 PDT

**Exhibit A**  
**Quarterly Report**

| Sect. | Report Section           | Content   | Required Content / Format   |
|-------|--------------------------|---|---|
| 1     | Executive Snapshot       | One-page dashboard summarizing key performance indicators for the quarter <b>and</b> fiscal year-to-date. | <ul style="list-style-type: none"> <li>• Fundraising total vs. annual target</li> <li>• Achieved NIL Compensation vs. target</li> <li>• Number of Student-Athletes with <math>\geq 1</math> deal</li> <li>• Average deal value</li> <li>• Top 5 deals by dollar amount</li> <li>• Open RoC or other compliance exceptions</li> </ul>  |
| 2     | Fundraising & Financials | Itemized statement of all cash received or irrevocably earned.  | <ul style="list-style-type: none"> <li>• Breakdown by revenue source (donor, sponsor, collective, etc.)</li> <li>• Reconciliation to <i>Net Direct Revenue</i> (show deductions)</li> <li>• Running surplus / Shortfall vs. Fundraising Target</li> <li>• Current-year management-fee offsets or credits</li> </ul>   |
| 3     | NIL Transaction Ledger   | Spreadsheet (CSV or Excel) listing every NIL deal that closed or paid funds during the quarter.           | <p>columns:</p> <ul style="list-style-type: none"> <li>• Student-Athlete name, sport, class year</li> <li>• Payor name &amp; category (booster, brand, collective)</li> <li>• Deal type &amp; deliverables</li> <li>• Total compensation</li> <li>• RoC band &amp; clearance date</li> <li>• Deal term (start / end)</li> <li>• Deliverable status (completed / scheduled / overdue)</li> </ul> |
| 4     | Compliance & Risk Update | Narrative summary ( $\leq 3$ pages).  | <ul style="list-style-type: none"> <li>• All RoC, business-purpose, or payor-screen exceptions (resolved &amp; pending)</li> <li>• Disputes, appeals, or audits opened/closed</li> <li>• Athlete FERPA opt-outs or consent revocations</li> <li>• Training completed &amp; scheduled</li> <li>• Regulatory changes affecting NIL operations</li> </ul>  |

**Formatting & Delivery:**

- Due \*\*25 calendar days\*\* after each fiscal-quarter close:
- Submit one PDF (Sections 1, 2, and 4) plus one CSV/Excel file (Section 3)
- Certificate of accuracy signed by BPSE CFO
- Every page and file name labeled "OSU CONFIDENTIAL – QUARTERLY REPORT."