

GENERAL TERMS AND CONDITIONS

1. APPLICABILITY.

(a) These General Terms and Conditions (these "**Terms**") are the only terms which govern the purchase or license of the goods, including, without limitation, UA Work Product (defined in Section 7) and Pre-existing Provider Materials (defined in Section 23(a)) ("**Goods**") and services ("**Services**") by Under Armour, Inc., or its affiliated entity ("**UA**") named on the Agreement for Purchase of Services and/or Goods ("**APSG**") to which these Terms are attached or the Purchase Order ("**PO**") of which these Terms form a part, as applicable from the provider ("**Provider**") named on the APSG or the PO, as applicable. References in these Terms to the APSG or the PO shall apply only to the extent an APSG has been executed or a PO has been issued. Please read these provisions carefully as they constitute part of Provider's agreement with UA.

(b) These Terms, together with the APSG or PO, as applicable (collectively, this "**Agreement**"), comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with regard to the subject matter hereof. These Terms prevail over any of Provider's general terms and conditions of sale regardless whether or when Provider has submitted its sales confirmation or such terms, and any such Provider terms are expressly rejected. Fulfillment of the APSG or the PO, as applicable, constitutes acceptance of these Terms.

(c) Notwithstanding anything herein to the contrary, if a written contract signed by both UA and Provider is in existence covering the sale of the Goods and/or Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.

(d) In the event of a conflict between these Terms and the terms of the APSG, as applicable, the terms of the APSG shall govern and prevail.

2. INDEPENDENT CONTRACTOR; PROVIDER'S PERSONNEL. The status of Provider and its personnel shall be that of independent contractor. Provider shall have no authority and shall not represent that it has authority to make commitments or enter into agreements on behalf of, bind or otherwise obligate UA in any manner. Neither Provider nor its employees, agents or subcontractors are agents or employees of UA, and therefore are not entitled to any employee benefits of UA, including but not limited to, any type of insurance. UA shall not withhold taxes or Social Security payments from any sum paid to Provider. UA reserves the right, in its sole and absolute discretion, to dismiss from performance of obligations under this Agreement any personnel of Provider for any reason satisfactory to UA, effective upon written notice from UA of such dismissal. If Key Person(s) are identified on the APSG or PO, UA may immediately terminate this Agreement if such Key Person(s) no longer own or are employed or affiliated with Provider in a significant and meaningful capacity as this Agreement would not have been entered into by UA without such Key Person(s)' strong personal involvement in it.

3. SUBCONTRACTORS. Provider is not permitted to utilize subcontractors for performance of any Services unless prior written consent is first obtained from UA, which consent may be withheld by UA in its sole and absolute discretion. In connection with any such request for subcontractor approval, Provider shall disclose to UA the full extent of any financial or economic interest that Provider may have in the business of any subcontractor. If UA consents to Provider's use of a subcontractor, such subcontractor shall execute a written agreement with Provider which requires the subcontractor to assume toward UA all of the obligations assumed by Provider under this Agreement, including, without limitation, the Provider's obligations pertaining to indemnity, ownership of UA Work Product (defined in Section 7), insurance, confidentiality, and records retention, and that includes a provision for contingent assignment of such contract to UA in the event of termination of this Agreement. Provider

shall remain fully responsible for the manner, quality and all other aspects of the Services performed by its subcontractors, including without limitation, all acts and omissions of such subcontractors. Provider represents that the compensation listed on the APSG or PO ("**Fee**") includes all amounts payable to subcontractors and is inclusive of all applicable taxes.

4. INVOICES AND PAYMENT; SET OFF.

(a) The Fee shall be invoiced to UA pursuant to the schedule set forth on the APSG or PO. Unless otherwise agreed by UA in writing or subject to a good faith dispute, the terms shall be Net 45 from receipt of invoice for all payments. Provider will not be reimbursed for UA's expenses that are not set forth on the APSG or PO or have not otherwise been approved in advance by UA as provided herein. Provider agrees to submit all invoices through UA's purchasing system (currently, Ariba or via ua-invoices@dataserv-stl.com) and receive payment through Automated Clearing House standard procedures. Provider, at its sole cost and expense, shall take all reasonable steps required to become a registered vendor in UA's designated purchasing system. All invoices submitted by Provider shall include the UA-issued PO number and be itemized to identify all fees, expenses and applicable taxes included therein. Provider shall maintain complete and accurate accounting records, in a form in accordance with generally accepted accounting practices, to substantiate Provider's charges and expenses hereunder. Provider shall retain such records for a period of one (1) year from the date of final payment. Without prejudice to any other right or remedy it may have, UA reserves the right to (a) set off at any time any amount owing to it by Provider against any amount payable by UA to Provider under this Agreement or any other agreement between the parties, and (b) in the event of a breach by Provider of any provision of this Agreement, withhold payment from Provider, including, without limitation, the right to withhold amounts to protect against losses or damages occurring or threatened as a result of such breach. NOTWITHSTANDING THE FOREGOING, IF PROVIDER SUBMITS AN INVOICE TO UA OTHER THAN THROUGH UA'S DESIGNATED PURCHASING SYSTEM (A) UA MAY CHARGE PROVIDER A \$50 PROCESSING FEE, WHICH AMOUNT MAY BE DEDUCTED FROM SUCH INVOICE PRIOR TO UA'S PAYMENT THEREOF AND (B) SUCH INVOICE SHALL BE SUBJECT TO NET 90 PAYMENT TERMS.

(b) All invoices provided by Provider to UA's Affiliate, Under Armour Canada ULC, shall include Provider's entire legal name and address, as well as an applicable provincial tax registration number (such as RST, PST or QST) or other applicable GST/HST registration number, if such tax will be charged to Under Armour Canada by Provider on invoices.

5. INSURANCE. Unless set forth on the APSG, PO or provided herein, Provider shall, at its expense, provide UA evidence of the following insurance coverages prior to the delivery of Goods or the performance of Services and maintain during the Term the following coverages on forms acceptable to UA, which insurance shall be primary and non-contributory: (1) commercial general liability insurance with coverage limits of at least \$1,000,000 per occurrence to cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising liability, and liability assumed under an insured contract including the tort liability assumed in a business contract; (2) motor vehicle liability insurance with coverages of at least \$1,000,000 per occurrence on Provider's owned, hired and non-owned vehicles used in the performance of this Agreement (if applicable); (3) workers' compensation insurance as required by applicable laws; (4) employers liability coverage with coverage limits of at least \$1,000,000 for each occurrence for bodily injury by accident or disease; (5) if applicable, professional liability errors and omissions insurance, including cyber coverage (if applicable to the Services) with minimum limits of \$1,000,000 per claim and as an annual aggregate and carries a retroactive date no later than the effective date of the Agreement; (6) if Provider is providing temporary or seasonal employees to UA, or will be provided access to

UA's systems or facilities in connection with the performance of Services, employee dishonesty & computer fraud (third party if needed) with limits of at least \$5,000,000 per occurrence; (7) if applicable, property insurance coverage to cover property in transit and stored off-site and Provider's tools and equipment (including, without limitation, coverage for flood and earthquake) with limits adequate to cover the full value of such property, tools and equipment; (8) if delivery, handling remediation or abatement of hazardous substances is included as part of the Services, insurance covering third-party injury and property damage claims, including, without limitation, cleanup costs, as a result of pollution conditions arising from Provider's operations, with limits of at least \$1,000,000 each occurrence and in the aggregate, together with completed operations, which completed operations coverage will remain in effect for no less than five (5) years following completion of Services and acceptance by UA; (9) excess (or, umbrella) liability insurance in excess of commercial general liability and motor vehicle liability coverages described hereinabove, for bodily injury or death and property damages, including, without limitation, loss of use thereof, and broad form contractual liability coverage, with limits of not less than \$4,000,000 per occurrence; and (10) additional coverages as required by UA based on the nature of Services or Goods provided and as set forth on the APSG or PO. Limits of liability requirements may be satisfied by a combination of primary, umbrella, or excess liability policies, provided that the coverage under any such umbrella or excess liability policies is at least as broad as the primary coverage. The policies must also have a commercially reasonable deductible.

Prior to the commencement of any Services, and at any time thereafter, Provider shall deliver to UA a certificate of insurance evidencing the required coverages. Provider shall provide UA thirty (30) days' advance notice of non-renewal, material change, cancellation or potential exhaustion of aggregate limits, which notice may be issued by Provider's insurance carrier(s) on Provider's behalf. Provider shall name UA, and its affiliates, and such other persons or entities as UA may require as additional insureds by means of endorsement to all policies issued to the Provider except Workers' Compensation. Failure of UA to demand such certificate or other evidence of full compliance with these insurance requirements or failure of UA to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Provider's obligation to maintain such insurance. The Certificates of Insurance, any renewal certificates, the additional insured endorsement and waiver of rights to recover endorsement shall be sent to: UAInsurance@underarmour.com. Nothing herein will limit or prohibit UA from obtaining insurance for its own account and any proceeds payable thereunder will be payable as provided in the underlying policy. Insurance coverage limits required herein shall not be construed as a limitation on Provider's liability hereunder. All insurance requirements shall be fulfilled by procurement from a carrier that is licensed, reputable, and financially stable with an AM Best Rating of A or better. UA may reject insurance written by any insurer it deems in an unsatisfactory financial condition.

6. COMPLIANCE WITH LAWS AND POLICIES. In addition to all other applicable representations and warranties included in the Terms, Provider represents, warrants and covenants that it is in compliance with and shall comply (and will require all of its employees, subcontractors and other agents involved in Provider's performance under the Agreement to comply) with all applicable: (a) federal, state, local, and foreign laws (including, without limitation, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act (2010), and laws regarding privacy, confidentiality and security of Personal Data (Section 22, ordinances, codes, rules, regulations and orders (including without limitation obtaining and maintaining all permits, licenses, and consents required prior to and in connection with its performance of Services or delivery of Goods); and (b) UA business practices, hours, working conditions, jobsite policies and any other policies, rules or regulations, including, without limitation, security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by UA to certain areas of its premises or systems for security reasons (collectively,

"Applicable Laws and Policies").

7. INTELLECTUAL PROPERTY. For purposes of this Agreement, "**UA Work Product**" shall mean all work product including, without limitation, all deliverables, all designs, drawings, plans, programs, ideas, inventions, information, research, strategies, work, and all other documentation (whether or not patentable) created, conceived or first reduced to practice by Provider, alone or with others, in connection with performance of its obligations for UA pursuant to this Agreement, both before and after the effective date of this Agreement, or which derive from information or materials Provider has received from UA. Provider agrees that all UA Work Product is a "work made for hire" as that term is defined under U.S. copyright law. To the extent that any of the UA Work Product does not constitute a "work made for hire," Provider hereby assigns and conveys to UA the entire right, title, and interest in and to such UA Work Product including UA Work Product created by Provider prior to the effective date of this Agreement. Provider shall cooperate with UA and execute documents of assignment and any other documents, and take other necessary actions as reasonably directed by UA to effect the foregoing or perfect or enforce any proprietary rights resulting from or related to this Agreement. Provider shall cause each of its employees (if any) and subcontractors charged with performance of obligations under this Agreement to execute an agreement recognizing UA's ownership rights in the UA Work Product. For purposes of clarity, UA Work Product does not include any Pre-existing Provider Materials (as defined in Section 23(a)).

8. REPRESENTATIONS AND WARRANTIES APPLICABLE TO GOODS.

(a) Provider represents, warrants and covenants that it has and shall comply with all export and import laws of all countries involved in the sale of Goods under the APSG or PO. Provider assumes all responsibility for shipments of any Goods requiring any government import clearance and/or Services requiring any government approval.

(b) Provider further represents, warrants and covenants that (i) for a period of one (1) year from the date of acceptance of the Goods by UA (or, if perishable Goods, the shorter period indicated by Provider or for the time period as otherwise set forth on the APSG or PO), all Goods will: (A) be free from any defects in workmanship, material and design; (B) conform to applicable specifications, drawings, designs, samples and other requirements specified by UA; (C) be fit for their intended purpose and operate as intended; and (D) be merchantable; and (ii) all Goods will: (A) be free and clear of all liens, security interests or other encumbrances; (B) to the extent applicable, be free from any viruses, worms, time bombs or other harmful or malicious code; and (C) not infringe, misappropriate or otherwise violate any third party's patent, copyright, trademark, trade secret or other intellectual property or proprietary rights (such rights, collectively, "IPR").

(c) The foregoing warranties survive any delivery, inspection, acceptance or payment of or for the Goods by UA. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of UA's discovery of the noncompliance of the Goods with the foregoing warranties.

9. REPRESENTATIONS AND WARRANTIES APPLICABLE TO SERVICES. Provider represents, warrants and covenants that (i) Services will be provided by personnel of required skill, experience and qualifications and in a good and workmanlike manner in accordance with best industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement; (ii) it will meet or exceed any applicable Service Levels identified on the APSG; and (iii) none of the Services or UA's use thereof, including UA Work Product, infringes, misappropriates or otherwise violates, or will infringe, misappropriate or otherwise violate, any IPR. The foregoing warranties survive any delivery, acceptance or payment of or for the Services by UA. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of UA's discovery of the noncompliance of the Services with the foregoing warranties.

10. ACCEPTANCE. All Services and Goods (including any deliverable provided as part of the Services) shall be subject to acceptance by UA to verify that the applicable Services and Goods satisfy the acceptance criteria of this Agreement and all requirements of the Services and Goods conveyed by UA to Provider as further described in this Section. Provider will communicate any errors or irregularities immediately by e-mail to purchasing@underarmour.com with a description of the error and supporting documentation, and a revised APSG or PO must be submitted prior to invoice submission for the delivery or supply of Goods and/or the commencement of the performance of Services as applicable. If either party otherwise discovers a non-conformity, Provider shall either correct the non-conformity at no additional charge in a timely, professional manner, or, at UA's sole and absolute discretion, refund monies paid to Provider for the Goods or Services attributable to or affected by the non-conforming Good or Service.

11. GENERAL INDEMNIFICATION. Provider shall defend, indemnify, and hold UA, Landlord (defined in Section 21(d)(iv)), and each of its affiliates, and their respective directors, officers, owners, agents, employees, members and sponsors ("**UA Group**") harmless from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (including attorneys' fees) suffered or incurred by all or any member of the UA Group ("**Claims**"), which UA Group may suffer or incur arising out of or in connection with (a) any breach by Provider of this Agreement, including without limitation breach of any representation or warranty contained herein; (b) noncompliance by Provider with any Applicable Laws and Policies; (c) injuries to persons (including death) or loss of, or damage to, property, occasioned by the negligence, unlawful act, or willful misconduct of Provider, or of Provider's personnel, subcontractors, or agents; (d) any claim for payment of compensation or salary asserted by any employee, agent or subcontractor of Provider; and (e) any claim or investigation relating to the failure to pay any required taxes with respect to Provider's personnel, subcontractors, or agents.

12. UA WORK PRODUCT AND PRE-EXISTING PROVIDER MATERIALS INDEMNIFICATION. Provider shall defend, indemnify, and hold the UA Group harmless from and against any and all Claims that the UA Work Product, Pre-existing Provider Materials (if any) and/or any portions of the foregoing (collectively, the "Indemnified Goods"), infringes, misappropriates or otherwise violates any IPR. In the event that UA is in any way enjoined from using the applicable Indemnified Goods or any portions thereof, Provider, in addition to the foregoing indemnification obligation, shall promptly, at its expense either (a) provide to UA non-infringing means of using the Indemnified Goods; (b) negotiate and procure for UA the right to use the Indemnified Goods without restriction; or if neither (a) or (b) can be accomplished within a reasonable time period and at no cost to UA, (c) refund to UA all monies paid in connection with such Indemnified Goods.

13. TERM AND TERMINATION. The term of this Agreement shall continue through UA's acceptance of the Goods and performance of the Services indicated on the APSG or PO ("**Term**"). Unless otherwise agreed by the parties, these Terms will apply to any subsequent APSG or PO and the Term shall be automatically extended through conclusion of performance under such subsequent APSG or PO, provided however that UA is not obligated to any minimum or future engagement or purchase hereunder. In addition to any other rights UA may have herein, at law or in equity, UA may, at its sole and absolute discretion, for any reason or no reason, with or without cause, terminate the Agreement, in part or in whole, by giving five (5) days' written notice (including via e-mail) to Provider. In addition, this Agreement may be terminated, by either party, effective immediately and without notice, in the event of (a) the dissolution, termination of existence, liquidation or insolvency of the other party; (b) the appointment of a custodian or receiver for the other party; (c) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally; or (d) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of,

creditors. Upon the termination or expiration of this Agreement or within seven (7) days after UA's request any time during the Term hereof, Provider shall, at no cost to UA: (i) deliver to UA all documentation and other property belonging to UA then in possession of Provider including, without limitation, UA Work Product (defined in Section 7) and Confidential Information (defined in Section 15(a)); and (ii) purge from its computer systems any and all UA Work Product, Confidential Information and all copies and all portions thereof, provided, however, Provider shall not, in connection with the foregoing obligations, be required to search archived electronic back-up files of its computer systems in order to purge UA's Confidential Information or Work Product; provided further, that such Confidential Information or Work Product will remain subject to the obligations and restrictions contained in this Agreement and will be deleted from such systems in the ordinary course of business during Provider's normal rotation or purge schedule. Upon termination, UA's sole obligation to Provider is the payment of the Fee set forth on the applicable APSG or PO for the Services completed and/or Goods delivered through the effective date of termination. Upon termination, UA shall be entitled to a refund of any prepaid, unused fees paid to Provider in connection with the Services and/or Goods.

14. LIMITATION ON DAMAGES. UA WILL NOT BE LIABLE FOR ANY LOSS OF PROFIT, INTERRUPTION OF BUSINESS OR ANY OTHER INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES SUFFERED OR SUSTAINED BY PROVIDER OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT OR RESULTING FROM ANY UA POLICY. FURTHER, IF UA IS FOUND LIABLE FOR ANY DAMAGE WHATSOEVER DUE TO BREACH OF CONTRACT, NEGLIGENCE, INDEMNIFICATION OR CONTRIBUTION, OR ANY OTHER THEORY OF LIABILITY ARISING IN ANY RESPECT FROM A FAILURE TO PERFORM ANY OF ITS OBLIGATIONS HEREIN, UA'S MAXIMUM LIABILITY WILL BE LIMITED TO THE TOTAL FEE PAID TO PROVIDER PURSUANT TO THE APPLICABLE APSG OR PO.

15. CONFIDENTIALITY. IF THE APSG INDICATES THAT A CONFIDENTIALITY AGREEMENT HAS BEEN EXECUTED BY THE PARTIES, Provider acknowledges that it is obligated under such Confidentiality Agreement ("**NDA**") and Provider hereby further acknowledges, covenants and agrees that the terms and conditions set forth in the NDA are hereby incorporated into and made a part of this Agreement by reference as if fully set out within this Agreement. Provider agrees that all disclosed oral or written information under this Agreement that meets the definition of "Confidential Information" in the NDA shall be treated as such under the NDA. Further, in connection with the NDA or the below terms, whichever applies, if the Provider or its Representatives disclose Confidential Information of any of UA's affiliates, such affiliates shall be deemed to be intended third party beneficiaries hereunder. If an NDA has not been executed by the parties, the following terms apply:

(a) Provider acknowledges that Provider may have access to or be provided with, or has received access to, or has been furnished with information that relates to UA's past, present, or future product lines, projects, research, development, inventions, computer processes, software applications, programs, platforms, source and object code, product end user data, technical drawings, techniques, designs, patents, patent applications, copyrights, trademarks, trademark applications, programs and codes; the names, addresses, buying habits or practices of any of UA's clients or customers; UA's marketing methods, negotiations, programs and related data, or other written records used in UA's business; compensation paid to employees and independent contractors and other terms of their employment or contractual relationships; or any other confidential or proprietary information of, about, or concerning the business of UA or its manner of operations (the "**Confidential Information**"). Provider agrees to preserve and protect the confidentiality of the Confidential Information, including all verbal and physical forms thereof, whether disclosed to Provider before this Agreement is signed or afterward. Provider further agrees that it will not at any time during or after Provider's relationship with UA, directly or indirectly, disclose or disseminate the Confidential Information to any third party for any reason,

without the prior written approval of UA. Notwithstanding the foregoing, Provider may disclose the Confidential Information to those of its employees, agents and independent contractors (collectively "**Representatives**") that need to know such Confidential Information in connection with Provider's performance under this Agreement and who have agreed in writing to be bound by terms and conditions substantially similar to, and no less restrictive with respect to limitations on use and disclosure than, those of this Agreement. Provider shall be responsible for any breach of this Agreement by its Representatives.

(b) The foregoing obligations of confidentiality shall not apply to any information which has become part of the public domain without any breach of this Agreement by Provider, or that becomes rightfully known to Provider without a confidentiality restriction from a source other than UA, or pursuant to a valid court order or subpoena issued by a court of competent jurisdiction, provided that Provider gives UA immediate notice of such order or subpoena and exercises Provider's reasonable best efforts, if requested by UA, to assist UA in obtaining an appropriate protective order.

(c) UA hereby retains its entire right, title, and interest, including all IPR, in and to all of its Confidential Information, and no disclosure of such Confidential Information hereunder shall be construed as an assignment, grant, option, license, or other transfer of any such right, title or interest whatsoever to the Provider or any of its Representatives. Transmission of Confidential Information shall not constitute any representation, warranty, assurance, guaranty, or inducement by UA to Provider with respect to infringement of any patent or any proprietary rights of others. UA shall not be liable for damages arising from Provider's use of or reliance on information disclosed hereunder.

16. FORCE MAJEURE. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Agreement to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, without such party's fault or negligence, and which by its nature could not have been foreseen by such party (a "**Force Majeure Event**") or, if it could have been foreseen, was unavoidable, provided, however, Provider's economic hardship or changes in market conditions are not considered Force Majeure Events. Provider shall, at no additional cost to UA, use diligent efforts to end the failure or delay of its performance, ensure that the effects of any Force Majeure Event are minimized and resume performance under the Agreement. If Provider is unable to perform its obligations within five (5) days after a Force Majeure Event, UA in its sole discretion may either reschedule the Services or terminate the APSG or PO (as applicable).

17. LIENS. To the fullest extent permitted by applicable law, Provider shall not create, permit to be created or to remain undischarged any lien, encumbrance, stop notice, claim or charge (collectively, "**Lien(s)**") upon the property at which any Services are performed or Goods are delivered, any property of UA, any construction fund, or the income therefrom, any part thereof, or to suffer any other matter or thing whereby the estate, rights and interest of UA in its property or any part thereof might be impaired. If any such Lien shall be filed, then immediately after notice of filing thereof Provider shall cause the same to be fully discharged of record, released and removed by any lawful means available, such as, but not limited to, payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Provider shall fail to cause such Lien to be so discharged within five (5) days following receipt of notice thereof then, in addition to any other right or remedy, UA may, but shall not be obligated to, discharge the Lien either by any means deemed by UA to be expedient, including, but not limited to, paying the amounts claimed to be due (including, without limitation, interest and attorney's fees claimed due), bonding or other means. Any amount so paid by UA and all costs and expenses, including, without limitation, attorney's fees, incurred by UA in connection therewith, together with interest thereon from the date of UA's incurring the cost and expense, shall at UA's option, be paid by Provider to UA on demand, or withheld from any sums due Provider hereunder.

18. PROVIDER EXCLUSIVITY RESTRICTION. IF THE APSG INDICATES AN EXCLUSIVITY RESTRICTION, Provider hereby covenants and agrees that, at no time during the Term of this Agreement will it, without the prior written consent of UA, which consent may be withheld by UA in its sole and absolute discretion, directly or indirectly work for or engage in any capacity in any activities or provide strategic advice to UA competitor businesses. Contractor's request for such consent shall be submitted by Provider to UA in writing, and UA will respond to the request for such consent within two (2) weeks of its receipt thereof, provided that if UA does not respond within such two (2) week period, UA shall be deemed to have not consented to such request. For purposes of this Agreement, the definition of "**Competitor Businesses**" shall mean entities engaged in the manufacture, marketing, or sale of athletic, athletic inspired or connected fitness apparel, accessories, or footwear, or any of their respective parent companies, affiliates, subsidiaries, licensees, successors or assigns. Provider acknowledges and agrees that the restrictions outlined in this Section, are fair and reasonably required for the protection of UA and will not preclude Provider from becoming gainfully employed, as an independent contractor or employee, following the termination, for any reason, or expiration of this Agreement. Provider acknowledges that it will provide unique Services to UA and this Agreement has unique, substantial and immeasurable value to UA. In the event that the provisions of this Agreement should ever be deemed to exceed the limitations permitted by Applicable Laws and Policies, Provider and UA agree that such provisions shall be reformed to the maximum limitations permitted by Applicable Laws and Policies. Provider further acknowledges that the decision whether to consent to release it from the provisions of this Section is within the sole and absolute discretion of UA.

19. NON-EXCLUSIVE LICENSE. If Provider's performance under the Agreement requires the use of any IPR owned by UA or its affiliates ("**UA IP**"), UA hereby grants to Provider a revocable, royalty-free, non-exclusive, limited, non-transferable license to use the UA IP in the form supplied by UA solely to the extent required for Provider to fulfill its obligations under the Agreement. Use of the UA IP by Provider and the goodwill associated therewith shall inure to the benefit of UA. Provider shall cooperate with UA to assure that the quality of its use of the UA IP in connection with the Agreement is high and does not detract from the goodwill associated with the UA IP. UA owns all right, title and interest in and to the UA IP, and Provider shall not do anything inconsistent with UA's ownership of the UA IP. Upon the expiration or termination of the Agreement, Provider immediately shall discontinue all use of the UA IP.

20. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO GOODS. If this Agreement covers the supply of Goods, the following terms shall apply.

(a) **Acceptance.** This Agreement expressly limits Provider's acceptance to the Terms.

(b) **Shipping.** The Shipping Term applicable to the Goods will be as indicated on the APSG, PO or as otherwise agreed by the parties. Provider agrees to use reasonable efforts to obtain the most favorable shipping terms for the delivery of Goods. Any shipment or service delays must be immediately communicated to UA. If compliance with the required delivery date identified on the APSG, PO or as otherwise agreed by the parties, (the "**Delivery Date**") requires Provider to ship by a more expensive method as previously agreed upon, any increased cost resulting therefrom shall be paid for by Provider unless the necessity for such rerouting or expedited handling has been caused by UA.

(c) **Delivery.** Unless otherwise expressly stated on the APSG or PO, all Goods are to be shipped F.O.B. the delivery location via truck prepaid. Provider will deliver the Goods on the Delivery Date and at the Delivery Location set forth on the APSG or PO. Title to the Goods passes to UA upon delivery of the Goods to the Delivery Location. Delivery of the Goods is not complete until such Goods have actually been received and accepted by UA. Provider bears all risk of loss or damage to the Goods until acceptance of the Goods by UA. Timely delivery of the Goods is of the essence. If the parties cannot agree on a Delivery Date, this

Agreement shall be considered null and void. If Provider fails to timely deliver the Goods in full on the Delivery Date, UA may terminate this Agreement immediately by providing written notice to Provider, and Provider shall indemnify the UA Group against any Claims directly attributable to Provider's failure to deliver the Goods on the Delivery Date. UA has the right to return any Goods delivered prior to the Delivery Date at Provider's expense and Provider, at its expense, shall redeliver such Goods on the Delivery Date. Provider shall deliver all Goods during UA's normal business hours or as otherwise instructed by UA. Provider shall pack all Goods for shipment according to UA's instructions or, if there are no instructions, in a manner sufficient to ensure the Goods are delivered in undamaged condition. Provider must provide UA prior written notice if it requires UA to return any packaging material, which return will be at Provider's risk of loss and expense.

(d) **Inspection, Rejection.** All Goods are subject to UA's right of inspection and rejection at any time. UA, at its sole option, may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If UA rejects any portion of the Goods, UA has the right, effective upon written notice to Provider, to: (i) rescind the APSG or PO in its entirety; (ii) accept the defective and/or non-conforming Goods at a reasonably reduced price; or (iii) reject the non-conforming Goods and require the replacement of the Goods or correction of the defects. If UA requires replacement or correction of non-conforming Goods (A) Provider will, at its expense, promptly replace the non-conforming Goods and pay for all related expenses incurred therefor, including, but not limited to, transportation charges for the return of the non-conforming Goods and the delivery of replacement Goods and (B) UA may withhold any payment otherwise due pursuant to the APSG or PO until such time as the defects are remedied by Provider in full. If Provider fails to timely deliver replacement Goods, UA may replace the non-conforming Goods with goods from a third party and charge Provider the cost thereof and terminate this Agreement effective upon written notice from UA. Any inspection or other action by UA under this Section shall not reduce or otherwise affect Provider's obligations under this Agreement, and UA shall have the right to conduct further inspections after Provider has carried out its remedial actions.

(e) **Quantity and Packaging of Goods.** The specific quantity of Goods ordered must be delivered in full and not be changed without UA's written consent. If Provider delivers more or less than the quantity of Goods ordered, UA may reject all or any excess Goods. Any such rejected Goods shall be returned to Provider at Provider's risk and expense. If UA does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the price for the Goods shall be adjusted on a pro-rata basis.

21. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO SERVICES. If this Agreement covers the provision of Services, the following terms shall apply.

(a) **Standard of Performance.** Provider shall provide Services to UA as described and in accordance with these Terms.

(b) **Time of Performance.** Provider shall provide the Services to UA in accordance with the schedule set forth on the APSG or PO. Timely performance of the Services is of the essence. All Services shall be performed during UA's normal business hours, or as otherwise directed by UA. Any delays in the performance of Services must be communicated to UA immediately upon Provider's learning of same. If in order to conclude performance of the Services on schedule, it becomes necessary for Provider to perform the Services by a more expensive method than previously agreed upon, any increased cost resulting therefrom shall be paid for by Provider unless the necessity for such expedited performance has been caused by UA. Notwithstanding anything contained herein to the contrary, UA will suffer substantial damages for Provider's failure to substantially complete the Services on schedule.

(c) **Creative Services, Pre-Screening/Clearance.** To the extent the Services or Work Product is creative content and/or materials to be

utilized by UA externally, as indicated or described on the APSG or PO, unless otherwise agreed by UA, Provider shall be responsible, at its sole cost and expense and utilizing such resources and methodologies approved in advance by UA, to screen all proposed UA Work Product in advance of submission to UA to ensure that such UA Work Product does not infringe or violate the intellectual property rights of a third party, and otherwise is in compliance with the foregoing requirements and any other requirements set forth herein or communicated to Provider ("Pre-Screening"). Unless otherwise approved by UA in writing, the Pre-Screening shall, at a minimum, include a global screening of the proposed UA Work Product utilizing an online database of a professional search company (e.g., Corsearch or the like). UA may also screen UA Work Product, provided that such screening shall not be deemed a waiver of the foregoing obligation. Failure to fully complete the Pre-Screening shall be considered a material breach of this Agreement, and shall entitle UA to (i) immediately terminate the applicable Services or this Agreement; (ii) receive a full refund of all amounts paid in connection with the problematic Work Product; and (iii) reimbursement of all costs and expenses incurred by UA to address the failure (including, without limitation fees to external counsels or other agencies to replace or correct the problematic Work Product), which amounts maybe withheld or offset against amounts otherwise owed to Provider. The foregoing shall be in addition to any other remedies available to UA hereunder, including without limitation Provider's other indemnification obligations, or any other remedies available at law or equity.

(d) **Labor on UA and Third-Party Property.** To the extent the Services involve manual labor on UA or third-party property (collectively, "**Property**"), the following terms shall apply.

(i) Provider shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent loss or damage to, persons or property due to the activities of Provider, its personnel, subcontractors and/or suppliers.

(ii) Provider shall keep the Property free from debris such as waste, rubbish and excess materials and equipment associated with the performance of the Services. Provider understands and acknowledges that it may be performing Services in an existing facility that shall remain operational and in use by other parties, including but not limited to UA, tenants, and the public during the performance of the Services. Provider shall perform the Services in a manner that will minimize interruption, interference and discomfort to UA, tenants and others, and will not interfere in any material respect with the on-going operations of the facility or UA's business operations.

(iii) Provider warrants and represents that it has performed a careful inspection of the location in which the Services are to be performed and has fully satisfied itself as to the character, quality, and quantities thereof insofar as reasonably ascertainable from a careful inspection and from data and other information that has been made available to Provider by UA or that is otherwise obtainable by Provider in the exercise of all due care and diligence. Any failure by Provider to take such information or conditions into consideration will not relieve the Provider from responsibility for estimating the difficulty and cost of successfully completing the Services within, and without adjustment of, the price or performance time. Additionally, as and when required Provider shall verify and measure all field conditions before proceeding with the Services. Provider shall not be entitled to any adjustment to the price or performance time for discrepancies between field conditions and design information provided if such discrepancies were discovered, or were discoverable by Provider in the exercise of due care, prior to performance of the Services affected thereby.

(iv) Provider acknowledges that the Property may be leased by UA from a third-party landlord (the "**Landlord**"). If applicable, Provider shall, and shall cause its subcontractors to, at all times perform the Services in compliance with any lease(s) governing UA's possession of the Property (the "**Leases**"), as well as the rules, regulations and requirements of the Landlord for the Property. Upon request, UA shall

make available to Provider the applicable provisions of the Leases and the rules and regulations of the Landlord, if any. Provider shall include Landlord, and its designers as additional insureds on all insurance policies.

(e) If after commencement of the Services, in the Provider's opinion, it receives additional written or verbal instructions, information or directions that constitute a change, extra work or delay for which Provider reasonably believes it is or may be entitled to an adjustment of the price or performance time set forth on the APSG or PO, it shall submit written notice thereof to UA. Such notice shall be provided prior to performance of the Services affected by such instruction, information or direction and within three (3) days after Provider first received such instruction, information or direction. Failure to timely provide such written notice shall constitute a waiver by Provider of the right to any adjustment to the price or performance time by reason of such instruction, information or direction. To the extent UA agrees with such addition or modification, it shall issue a revised APSG or PO providing for same.

(f) The labor, materials, equipment and other work to be provided by the Provider to UA in connection with the Services consist of that which is described on the APSG or PO, together with any design drawings and/or specifications attached thereto, as well as any other labor, materials, equipment, services and other work that, although not expressly described therein, is nonetheless reasonably inferable from the information provided as being necessary in order to enable Provider to achieve completion of the Services in a condition that is usable by UA for its intended purpose.

(g) As and when requested, which may be a condition to payment, Provider shall deliver to UA unconditional waivers and releases of lien and stop notice rights upon final payment from Provider and each subcontractor, that unconditionally waive and release all mechanic's lien and stop notice rights for Services performed pursuant to this Agreement.

22. DATA PRIVACY AND SECURITY. IF THE AGREEMENT COVERS PERSONAL DATA ACCESS, STORAGE OR TRANSFER (WHETHER INDICATED ON THE APSG, PO OR OTHERWISE), Provider is subject to UA's Privacy, Confidentiality and Information Security Addendum located at <https://privacystandards.underarmour.com> (password #PTH2019!), as same may be modified from time to time.

23. PRE-EXISTING PROVIDER MATERIALS INCLUDING THIRD-PARTY ELEMENTS INCORPORATED IN PROVIDER MATERIALS, THE SERVICES OR DELIVERABLES. IF THE AGREEMENT COVERS PRE-EXISTING PROVIDER MATERIALS AND/OR THIRD-PARTY ELEMENTS (WHETHER INDICATED ON THE APSG, PO OR OTHERWISE), Provider agrees to comply with the following provisions:

(a) Provider (or Provider's licensor) shall retain ownership of all Pre-existing Provider Materials. "**Pre-existing Provider Materials**" means Provider supplied materials, information, services, software, code, documentation, data, tools, utilities, methods, hardware, or other pre-existing proprietary material, including any third party elements incorporated into the Services and deliverables, that were created by or on behalf of Provider separate from the Agreement and identified in the APSG as Pre-existing Provider Materials.

(b) At no additional cost or expense to UA, Provider hereby grants to UA, with respect to the Pre-existing Provider Materials and all rights to IPR incorporated therein, the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute internally, and prepare derivative works based upon such materials and any derivative works thereof in order to achieve the intended benefit of the Goods and/or Services provided hereunder.

24. MISCELLANEOUS.

(a) **Assignment.** Neither this Agreement nor any of the rights and obligations of Provider hereunder may be assigned or transferred by Provider without the prior written consent of UA, which consent may be

granted or withheld in UA's sole and absolute discretion. Any attempted assignment or transfer without UA's consent will be void.

(b) **Amendment; Waiver; Severability.** No change to this Agreement is binding upon UA unless it is in writing and is signed by an authorized representative of UA. The waiver of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. The invalidity of any one or more phrases, sentences, clauses, sections or subsections set forth in the Agreement will not affect the remaining portions of the Agreement. Every right and remedy reserved by UA will be cumulative and additional to any other or further remedies provided in law or equity or in the Agreement.

(c) **Applicable Law, Jurisdiction and Venue.** FOR SERVICES PERFORMED IN THE UNITED STATES OR CANADA, the Agreement shall be enforced and interpreted under the laws of the State of Maryland (without regard to its choice of law or conflict of law provisions), and Provider consents to the non-exclusive jurisdiction and venue of any state or federal court located in the State of Maryland.

FOR SERVICES PERFORMED FOR UA AND/OR ITS AFFILIATED ENTITY IN THE EUROPEAN UNION OR UNITED KINGDOM, the Agreement shall be governed, construed, enforced and interpreted under the laws of the Netherlands (without regard to its choice of law or conflict of law provisions), and all disputes arising out of or in connection with this agreement will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply.

(d) **Notice.** All notices required to be given under the Agreement will be deemed validly given and effective upon receipt, but only if given in English, in writing and personally delivered or sent by nationally or internationally recognized overnight courier service (e.g. FedEx, UPS) by certified or registered mail, return receipt requested or by electronic mail, to the appropriate addressee and address set forth on the APSG, PO, or as otherwise agreed to in writing by the parties; provided, however, notice by electronic mail will only be effective if it is simultaneously sent to the receiving party by one of the other methods of transmission specified herein. In addition, any notice to UA shall only be effective if a copy is also delivered in accordance with any of the foregoing methods to Under Armour, Inc., Legal Department, 101 Performance Drive, Baltimore, MD 21230; legalnotices@underarmour.com.

(e) **Headings.** The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

(f) **No Advertising; No Press Releases.** Provider shall not use all or any portion of UA's tradenames or logos, or those of any of its subsidiaries or affiliates, in Provider's advertising or otherwise (including without limitation, on Provider's website). In addition, Provider shall not make any public statements or issue any press releases regarding the terms and conditions of this Agreement, which the parties shall treat as Confidential Information of UA, or its relationship with UA.

(g) **Survival.** The provisions of Sections 7, 8, 9, 11, 12, 13, 14, 15, 17, 22, 23, and 24 shall survive the termination or expiration of the Agreement, and any other provisions which by their nature should survive termination or expiration of the Agreement, shall so survive.

(h) **Language.** The parties have requested that this Agreement and all documents and communications contemplated thereby or relating thereto to be drawn up in the English language.