

## **STANDARD REPRESENTATION AGREEMENT**

This Standard Representation Agreement (the “Agreement”) is made and entered into as of \_\_\_\_\_, 202\_\_ (the “Effective Date”), by Hook Sports Marketing LLC, a Virginia limited liability company, with an address of \_\_\_\_\_ (“HSM”), and [Insert Name], an individual, with an address of \_\_\_\_\_ (“Athlete”).

### **RECITALS**

WHEREAS, Athlete is the exclusive owner of all right, title and interest in and to (i) his/her image, signature, voice and likeness (including digital avatars in all cases) and goodwill appurtenant thereto, (ii) certain rights of publicity in and to his/her full and formal name, nickname or alias (his/her “Name”), image, likeness, voice, signature now used or hereafter to be used and photographed, (iii) all rights in and to his/her Name, and (iv) all common law and statutory rights in the foregoing (collectively, the “Property”);

WHEREAS, HSM is in the business of marketing and promoting athletes and sports figures across all forms of media, and intends to market and promote Athlete and the Property, whether by way of assisting Athlete with negotiating an agreement for profit directly with a third party (a “Direct Engagement”; by way of example, an agreement by and between Athlete and a third party to personally appear at an event) or incorporating Athlete and the Property into an existing or new marketing and promotion campaign negotiated by and between HSM and a third party (an “Indirect Engagement”; by way of example, participating with other athletes in an advertising campaign for a corporation pursuant to an agreement by and between such corporation and HSM).

WHEREAS, Athlete desires to retain HSM as his or her exclusive representative for the marketing and promotion of the Property and to provide advice, counseling and assistance (directly or indirectly, including by way of social media) in any negotiation, procurement and execution of any marketing contract, license agreement, sponsorship agreement, endorsement agreement or personal appearance.

WHEREAS, HSM and Athlete intend to evidence their agreement in accordance with the terms and conditions hereinafter set forth.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, Athlete and HSM hereby agree as follows:

1. **Property; License.** Athlete represents and warrants to HSM that he/she exclusively owns all right, title and interest throughout the world (the “Territory”) in and to the Property. Other than his/her grant of a license to any college or university where Athlete is enrolled or enrolls, Athlete has not granted to any other party any other rights to use any part of the Property other than as set forth on Exhibit A hereto. Athlete represents and warrants to the Company that, as of the date hereof, he/she has the power and authority to license the Property on the terms and conditions of this Agreement.
2. **License; Further Use of the Property by HSM.** For the Term (as hereinafter defined), Athlete hereby consents to HSM’s use of the Property in connection with promoting

and marketing Athlete and HSM, including, but not limited to, the use of the Property by HSM on its website, social media accounts, press releases and marketing materials, and any other form of media, adaptations or revisions, as well as disclosing to various third parties that Athlete has a business relationship with HSM.

3. **Term and Termination.** This Agreement shall become effective as of the Effective Date, and, unless otherwise terminated pursuant to the terms of this Agreement, shall continue in effect, subject to the other applicable provisions of this Agreement, until such time as Athlete has exhausted any and all of his/her eligibility for intercollegiate athletics by way of or as determined by any applicable rules, regulations, or guidelines established by the NCAA (or any comparable governing body) and the applicable rules, regulations, or guidelines established by any college, university or higher learning institution attended by Athlete (the "Term"). The parties may by mutual accord, agree to terminate this Agreement. Additionally, either party may terminate this Agreement upon 30 days' advance written notice sent to the address set forth in this Agreement. Notwithstanding any of the other terms and provisions of this Agreement, subsequent to any termination, Athlete will pay compensation to HSM as set forth in this Agreement for any Direct Engagement or Indirect Engagement entered into during the Term, even if the compensation is not received by Athlete until after the expiration of the Term. A Direct Engagement or Indirect Engagement shall be deemed "entered into" during the Term if Athlete, directly or indirectly, enters into the contract during the Term or within one (1) year after the expiration of the Term when the HSM procured the party or relationship underlying the Contract or HSM acted in any way to assist Athlete with negotiating any of the terms or conditions of such Direct Engagement or Indirect Engagement. For the avoidance of doubt in determining whether a Direct Engagement or Indirect Engagement is deemed "entered into" during the Term, at the end of the Term, each of HSM and Athlete shall provide the other with a written list of all pending negotiations and leads of prospective endorsement, marketing and business opportunities involving the Property.
4. **Exclusivity.** During the Term and any extension or renewal thereof, and except where provided otherwise herein, Athlete shall not license, grant rights to or otherwise authorize or permit, or accept any royalty or other payments from, any use of the Property, by any person or entity other than HSM without the prior, written consent of HSM in its absolute and sole discretion, and Athlete appoints and designates HSM as his/her sole and exclusive representative in connection with negotiating for any for profit use of the Property during the Term. If Athlete violates this exclusivity or makes an agreement in violation of the immediately preceding sentence, then HSM shall no longer have any obligation to pay Athlete any fees which may or will be due under this Agreement. In such case, Athlete consents to temporary, preliminary and permanent injunctive relief and specific performance prohibiting such violations, and HSM shall be entitled to recover (i) any fees which would have been due HSM as exclusive representative for Athlete for any period(s) of time during which Athlete violated the exclusivity provisions or restrictive covenants of this Agreement and as to any compensation earned by Athlete in violation hereof, and (ii) reasonable out-of-pocket costs, including reasonable attorney fees, necessary to enforce the provisions of this section of the Agreement. The parties acknowledge and agree that the immediately preceding sentence shall not be considered to consist of the exclusive remedies available to HSM, and that HSM is entitled to all remedies under law and equity. Notwithstanding

any of the foregoing, nothing contained herein constitutes any limit or restriction on Athlete's granting of any license for use of the Property by any applicable college or university (such use includes, but is not limited to, promotional activities such as game programs, videos and other media).

5. **Compliance**. Each of HSM and Athlete agrees to comply with any and all laws, rules and regulations, whether now existing or existing in the future, and whether promulgated by federal, state or local governments or by applicable institutions of higher learning or their organizational affiliates and counterparts, with respect to Athlete's commercialization of the Property and use thereof for business activities pursuant to this Agreement.
6. **Marketing and Promotions Efforts**. During the Term HSM will use diligent and good faith efforts to actively promote, market and maximize the value of the Property in a variety of different markets and jurisdictions and across various forms of media and content, whether by Direct Engagement or Indirect Engagement. HSM shall provide referrals for supplementary services, including legal (including, but not limited to prosecuting any misuse or misappropriation of the Property by any third party) and financial planning, at the request of Athlete. HSM shall not receive any fee, directly or indirectly, for any referral unless approved by the Athlete in writing before the signing of the agreement for the supplementary services. Athlete solely shall be responsible for any fees incurred in any contract for supplementary services.
7. **Payments**. In the case of compensation paid to Athlete as a result of any Direct Engagement, Athlete shall pay HSM a fee equal to 15% of the compensation paid to Athlete in connection with such Direct Engagement including but not limited to, incentive and performance clauses and all incentive-based awards for the Athlete's services, but only after Athlete has earned \$1,000.00 in compensation from Direct Engagement(s) (in the aggregate) during the Term. In the case of any Indirect Engagement, Athlete shall pay (or, as applicable, HSM shall retain) a fee equal to 15% of all compensation received by Athlete pursuant to the applicable Indirect Engagement contract (as such amounts may be allocated among Athlete and other athletes by HSM in its reasonable discretion under any Indirect Engagement contract, and which amount may be separate and apart from any compensation retained by HMS in connection with its procuring and servicing such contract), including but not limited to, incentive and performance clauses and all incentive-based awards for the Athlete's services. Athlete specifically authorizes HSM to split any fees earned by HSM with any other agency that assists in the procurement of any Direct Engagement or Indirect Engagement contract. Such fees by HSM shall be deemed earned whether or not the Engagement was procured by HSM, Athlete, or any other party (including Athlete's friends and family members). Each of HSM and Athlete agree that any compensation due Athlete, whether by way of a Direct Engagement or an Indirect Engagement, will be delivered by the payor to HSM (and that Athlete will specifically decline any direct payments and direct that the same be made to HSM in lieu of a direct payment to Athlete), and that HSM will keep an accounting of such payments on Athlete's behalf, with net compensation due Athlete in connection therewith paid within 15 days of HSM's receipt of payment. Athlete acknowledges that HSM is providing a "clearinghouse" function by acting in such capacity, and that any federal, state or local taxes (and accompanying tax returns and filings) will be the sole responsibility of Athlete. The parties

acknowledge and agree that neither of them will enter into any other agreement which results in any incentive-type payment to Athlete based on Athlete's achieving certain performance goals or objectives.

8. **Representations and Warranties by HSM.** HSM represents and warrants that:

- (A) HSM has full power and authority to enter into this Agreement. All actions required or appropriate in order for HSM to execute, deliver, and perform this Agreement have been duly and validly taken and HSM is a duly formed limited liability company in good standing and entitled to execute and deliver this Agreement and perform its obligations hereunder.
- (B) At the time of the Effective Date, no insolvency proceedings of any character, including bankruptcy, receivership, reorganization, or arrangement with creditors, voluntary or involuntary, affecting HSM or its assets or affiliates are pending, or to HSM's knowledge, threatened. At the time of the Effective Date, neither HSM nor any of its affiliates has made or taken any assignment for the benefit of creditors or any actions with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

9. **Representations and Warranties by Athlete and Long Range.** In addition to the representation and warranty made in Section 1 hereof, Athlete represents and warrants to HSM that:

- (A) Athlete agrees to keep the HSM informed of any change of address or contact number. Athlete specifically agrees to provide HSM with a good telephone number where HSM can contact Athlete on short notice if need be to procure a contract.
- (B) Athlete agrees to make himself or herself available at short notice to the Agency in procuring a Direct Engagement or Indirect Engagement.
- (C) Athlete specifically agrees to immediately inform HSM in writing of any and all past, current, or future legal issues such as felony or misdemeanor criminal charges which Athlete has or may have, and Athlete specifically understands that the same may negatively impact the value of the Property or the goodwill associated therewith.
- (D) Athlete agrees to dutifully perform its obligations in connection with any Direct Engagement or Indirect Engagement.

10. **Survival.** All of the terms and provisions of this Agreement survive any termination hereof.

11. **Assignment.** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. Athlete may not assign this Agreement, or any right, duty or obligation herein or hereof, without prior written consent by HSM in its absolute and sole discretion. HSM may assign this Agreement to an affiliate of HSM or to a purchaser of all or substantially all of the assets or the controlling interest in HSM without the prior consent of Athlete provided that such assignee agrees to be bound by the terms and conditions of this Agreement.

12. **Addresses.** Any notice or other communication hereunder shall be sufficiently given to either party when sent by regular U.S. Mail to such parties address in the first paragraph of this Agreement. Any correspondence to HSM shall include a copy to Collison F. Royer, Esq., Royer Caramanis PLC, 200-C Garrett Street, Charlottesville, Virginia 22902. No copy of notice provided pursuant to the immediately preceding sentence shall be considered delivery of notice for purposes of service or delivery of notice required by any provision of this Agreement.

13. **Relationship of the Parties; Exclusion.** This Agreement shall not render Athlete an employee, partner, agent of, or joint venturer with HSM for any purpose. Athlete shall have no claim against HSM hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing contained herein constitutes any Agreement by the parties for HSM to represent Athlete in connection with Athlete's pursuit of a contract to play professionally or any other pursuit of professional athletics. The parties acknowledge that this Agreement does not in any way constitute a grant or license to use any of the marks, trademarks, service marks or other indicia of any college or university where Athlete enrolls.

14. **Miscellaneous.** The parties agree that this Agreement and the ongoing relationship between the parties shall be governed by and construed under the laws of the Commonwealth of Virginia, that each will pay their own respective legal counsel, advisor fees etc., in connection with finalizing, extending, further modifying, or maintaining this Agreement, and any legal claims or disputes arising from the Agreement or relationship between the parties will be decided in legal proceedings in federal or state court located in the City of Charlottesville, Virginia. This document contains the entire agreement between the parties with respect to the subject matter hereof, and neither party shall have any obligation, express or implied by law except as set forth herein. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. Notwithstanding any of the other provisions of this Agreement, pursuant to Virginia Code Section 54.1-536(A), Athlete may terminate this Contract, for any or no reason in his/her absolute and sole discretion, by giving written notice to HSM on or before 11:59PM Eastern time on the fourteenth (14<sup>th</sup>) day following the Effective Date. In the event any provision of this Agreement is found to be prohibited by law or is otherwise held invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective any or all of the remaining provisions of the Agreement. This Agreement may not be amended, nor any obligation waived, except by a writing signed by both parties, provided, however that Early Termination may not be waived under any circumstances pursuant to Virginia Code Section 54.1-536(B). Notwithstanding any of the foregoing, Athlete and HSM acknowledge that the various rules, regulations and laws governing the business activities contemplated by this Agreement are fluid and unsettled, and the parties agree to further cooperate as reasonably necessitated or required by either one of them or any regulatory third party in order to assure that the terms and provisions of this Agreement comply with applicable rules, regulations and laws.

15. **Duplicate Originals.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument. Delivery of an executed signature page of this Agreement by electronic mail or facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

*[Signatures on Next Page]*

IN WITNESS WHEREOF and for the foregoing consideration, the parties have executed this Agreement as of the Effective Date.

**ATHLETE:**

\_\_\_\_\_  
[Insert Name]

**HSM:**

Hook Sports Marketing LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: Manager

**Exhibit A**

**[Insert types of other uses of Property; if none are inserted, then there are none]**