

**UNITED FOOTBALL LEAGUE
STANDARD PLAYER CONTRACT**

THIS UNITED FOOTBALL LEAGUE STANDARD PLAYER CONTRACT (hereinafter the “**contract**”) is made and entered into as of the last date written below (the “**Effective Date**”), by and among _____ (hereinafter “**Player**”), UFL Team _____, LLC (the “**Club**”), UFL Management, LLC, a Delaware limited liability company (together with its successors and assigns, “**Management**”) and solely for purposes of Paragraph 21 hereof, as applicable, the agent, contract representative or advisor whose name appears on the signature page hereto, if any (the “**Player Agent**”).

1. **TERM.** Unless sooner suspended, terminated or extended in accordance with the terms and conditions set forth herein, the term of this contract and Player’s services hereunder shall begin on March 1, 2011 and continue through and conclude on February 29, 2012 (the “**Term**”).

2. **DUTIES AND SERVICES.**

(a) Pursuant to the terms of this contract, Club will employ Player and Player agrees to be employed by Club as a skilled football player. Player acknowledges that Management and, once formed, the United Football League, LLC, a Delaware limited liability company (the “**League**”) of which both the Club and Management will be members, have (or will have) certain rights under this contract. However, only Club shall be obligated to Player for compensation, benefits, and working conditions under the terms of this contract. Each of the Club, Management, and the League are sometimes referred to herein, individually, as a “UFL Entity” and, collectively, as the “**UFL Entities**.”

(b) Player further acknowledges that his employment with the Club shall be subject to the then current League rules and regulations (such rules and regulations as in effect from time to time hereinafter referred to as the “**League Rules and Regulations**”). Player will comply with and be bound by the League Rules and Regulations as well as any and all reasonable rules and regulations of the Club in effect during the Term that are not inconsistent with the provisions of this contract. Player acknowledges and agrees that Management and the League reserve the right to and may modify, supplement, or repeal any provision of the League Rules and Regulations and further acknowledges and agrees that Player shall be bound by the League Rules and Regulations as the same may be modified from time to time except to the extent that such rules and regulations as so modified are inconsistent with the terms of this contract.

(c) In addition to providing services as a skilled football player and complying with all applicable rules and regulations, Player agrees to give his best efforts and loyalty to the Club, and to conduct himself at all times on and off the field in a manner befitting Player’s position as a member of the Club and spokesperson for and representative of the Club, the United Football League (the “**UFL**”) and professional football, with appropriate recognition of the fact that the success of professional football depends largely on public respect for and approval of those associated with the game. In so doing, Player agrees to faithfully perform such additional services and satisfy such additional duties as may reasonably be requested by the Club,

Management or the League. Such additional duties and services shall include, but shall not necessarily be limited to the following: (i) reporting promptly for and participating in all Club meetings and practice sessions and attending any post-game or team event hospitality functions (in each case unless Player is excused by the Head Coach for good cause); (ii) reporting promptly for and participating fully in the Club's official preseason training camp, all regular season and postseason football games scheduled for or by the Club, and all other Club activities; (iii) if invited, practicing for and playing in any exhibition or all-star football game sponsored or produced by the Club, Management, or the League, (iv) maintaining a high level of competitive football skills and physical condition such that Player can compete as a professional football player; (v) refraining from the use of illegal or banned substances or methods or any other harmful substances or methods; (vi) complying with all League and Club policies concerning substance abuse and performance enhancing and other prohibited drugs; (vii) serving as a spokesperson for professional football and the UFL and devoting reasonable best efforts to promoting the UFL and placing the UFL in a positive light while performing the other duties and services described in this contract; (viii) granting all reasonable requests made by the League, Management, or the Club to promote the UFL and UFL games and to participate in a reasonable number of promotional appearances, appearances for charitable organizations and causes, interviews, and other media sessions; and (ix) participating in autograph signing sessions and autographing items for use by the League, Management or the Club to promote the Club, the UFL, and UFL sponsors and business partners, and to support charitable organizations and causes.

(d) Player will be based in _____ (City, State) and during the course of his performance of the duties and services required hereunder Player shall travel to such other locations as may be reasonably requested from time to time.

3. EXCLUSIVITY/RELEASE.

(a) The Player represents and agrees that he has extraordinary and unique skill and ability as a professional football player, that the services to be rendered by him hereunder cannot be replaced, that the loss of such services cannot be estimated with certainty and cannot fairly or adequately be compensated for in money damages, and that any breach by the Player of this contract will cause irreparable injury to Management, the League and the Club. Therefore, it is agreed that except as set forth in subparagraph (b) below, if in the event it is alleged by Management, the League, or the Club that the Player is playing, attempting or threatening to play, or negotiating for the purpose of playing football, during the Term of this contract, for any other person, business, team, company, corporation, or organization, then Management, the League, the Club and their respective assignees (in addition to any other remedies that may be available to them judicially or by way of arbitration) shall have the right to obtain from any court or arbitrator having jurisdiction such equitable relief as may be appropriate, including a decree enjoining the Player from any such further breach of this contract, and enjoining the Player from playing football for any other person, business, team, company, corporation, or organization or performing other services for any football league or team during the Term. The Player agrees that the Club may at any time assign such right to Management or the League for the enforcement thereof. In any suit, action, or arbitration proceeding brought to obtain such equitable relief, the Player does hereby waive his right, if any, to trial by jury, and does hereby

waive his right, if any, to interpose any counterclaim or set-off for any cause whatever, and acknowledges that any counterclaim or set-off may only be pursued in arbitration as provided in Paragraph 18.

(b) Notwithstanding subparagraph (a) above, on or after October 22, 2011 upon Player's written request, the Club, Management and/or the League may, in their sole and absolute discretion, agree to terminate this contract and Player's employment hereunder (i.e. "Release" the Player), subject to and in accordance with the following terms and conditions:

(i) On or after October 1, 2011 after giving written notice to the Club and Management, subject to subparagraph (b)(ii), below, Player may negotiate with any team that is a member of the National Football League ("NFL"), provided however, that in no event may Player try out for an NFL team or otherwise participate in any workouts or football-related activities during the 2011 UFL season. Upon Player's written request, the Club will provide Player with copies of such medical records as the Club may have in its possession pertaining to Player and Player shall be free to share such medical records with the NFL.

(ii) Player acknowledges that he shall not willfully perform, or threaten to perform, at a level below his full capabilities or otherwise withhold, or threaten to withhold, services he has agreed to render under this contract, including his duty under Paragraph 2 herein to give his best efforts and loyalty to the Club, and that if the Club determines that he has done so, the Club will refuse to Release the Player.

(iii) Further, Player shall not enter into any agreement, whether written or oral, with the NFL or any NFL team to provide services of any kind until after Player has been given a Release in accordance with the terms of this subparagraph (b).

(iv) Club, Management, and League acknowledge and agree that Player may receive a Release pursuant to this subparagraph (b), upon agreement with an NFL team that he will be signing an NFL Player Contract or NFL Practice Squad Contract for the 2011 Season. It is agreed that there will be no "Release Fee" paid to Club, Management, and/or League by the Player, the NFL, an NFL team or any combination thereof. Player shall be released from all contract and other obligations to Management and Club; shall owe no further obligations to Management and Club; and is completely free to sign and to perform under an NFL Contract with the NFL team. Management agrees on its own behalf and on behalf of Club that it will not assert any claim against Player, the NFL, NFL team, or any Owner, Officer or Employee of NFL or NFL team, whether in law or equity including but not limited to any claim based on any injury suffered by Player or of breach of contract, interference with contract, or any claim under federal or state antitrust law, based on NFL team's negotiating or signing a contract with Player.

4. OTHER ACTIVITIES.

(a) The Player and the Club acknowledge and agree that the Player's participation in certain activities may impair or destroy his ability and skill as a football player, and the Player's participation in any game or exhibition of football, football skills, or certain other activities may result in injury to him. Accordingly, the Player agrees that he will not, without the written consent of the Club, engage in any activity that a reasonable person would recognize as

involving or exposing the participant to a substantial risk of bodily injury including: (i) parachuting, sky-diving, hang gliding, snow skiing, snowboarding, water skiing, rock or mountain climbing (as distinguished from hiking), mountain biking (as distinguished from bicycling on a bicycle path or road or other regular surface), rappelling, and bungee jumping; (ii) any contact martial arts, fencing, fighting, boxing, or wrestling; (iii) auto racing, or driving or riding on a motorcycle, all terrain vehicle, or moped; (iv) riding in or on any motorized vehicle in any kind of race or racing contest; (v) piloting an aircraft, being a passenger in a single engine airplane or private plane with an unlicensed pilot, hot air ballooning, horseback riding, horse racing, harness racing, snowmobiling, bobsledding, lugging, ice hockey, ice boating, skateboarding, any “extreme” sport, ice skating or figure skating, spelunking, white water canoeing or rafting, kayaking, jai-alai, bicycle racing, motor boat racing, polo, water polo, rugby, rodeo, surfing, hunting, boating, any weightlifting not prescribed by or approved in advance by Club, participation in any “Superteams” or “Superstars” or “Strongest Man” activities (or any similar activity) or other athletic competitions that are filmed or broadcast in whole or in part on television or for which any admission is charged to persons who attend, or other sport, activity or grossly negligent act involving a reasonably foreseeable substantial risk of personal injury or death; (vi) engaging in any other activity excluded or prohibited by or under any insurance policy which the Club procures against the injury, illness or disability to or of the Player, or death of the Player, for which the Player has received written notice from the Club prior to the Player engaging in such activity; or (vii) participating in any game or exhibition of basketball, football, baseball, hockey, lacrosse, rugby, soccer, or other team sport or competition other than for the Club or the League. If the Player violates this subparagraph (a), he shall be subject to discipline imposed by (x) the Club, (y) Management, or (z) the League, or some combination thereof.

(b) Moreover, if Player incurs any injury while engaging in any activity described in subparagraph (a), above, that limits or impedes Player’s ability to perform services under this contract, then this contract may be terminated unilaterally by Club in its sole discretion. Even if the contract is not terminated, the Club or Management may suspend Player or place him on an injured reserve list and Club will not be obligated to play Player for such period that he is unable to perform services. Nothing contained herein shall be intended to require the Player to obtain the written consent of the Club in order to enable the Player to participate, as an amateur, in an event as to which admission will not be charged and tickets will not be sold, and that will not be filmed or broadcast, and in which there is not a substantial risk of injury, which such events may include the activities of golf, tennis, running, bicycling, swimming, hiking, softball, volleyball, and other similar activities or sports that a reasonable person would not recognize as involving or exposing the participant to a substantial risk of bodily injury.

5. PUBLICITY RIGHTS.

(a) As contemplated under Paragraph 2 above, during the Term, Player shall serve as a spokesperson for the sport of professional football, in general, and the UFL, in particular. As such, Player grants to Club, Management, and the League, separately and together, the exclusive authority to use his name, image, picture, likeness, facsimile, signature, and biographical information (collectively “**likeness**”) for licensing, publicity, sponsorship, and promotional purposes. Player acknowledges and agrees that the UFL Entities may use his likeness to

promote UFL football, the League, any of its member Clubs, or any licensee or sponsor of the League or any member Club in newspapers, magazines, motion pictures, game programs and roster manuals, broadcasts and telecasts, any and all digital media outlets (podcasts, webcasts, blogs, social network websites, etc.), and all other publicity and advertising media in each case whether now known or hereafter devised. Player further agrees to wear such gear or other products identifying Club or UFL sponsors as may be provided by any of the UFL Entities from time to time and, upon request, to refrain from wearing any competitor's gear or products.

(b) If Player has a preexisting endorsement agreement or any other preexisting agreement that authorizes the use of his likeness, he must disclose that agreement in writing on Schedule 5 to this contract and must attach or within ten days give to Club a copy of any such preexisting agreement before or at the time of the signing of this contract. Player must also disclose and give to Club a copy of any recently terminated endorsement agreements or agreements that authorize the use of his likeness, in order that Club, Management, and League will be aware of any sell-off rights or other rights to use the Player's likeness that may extend into the term of this contract. Notwithstanding the terms of subparagraph (a) above, if a preexisting agreement that is properly disclosed precludes the use of Player's likeness in connection with a specific promotion or sponsor, and Player provides each UFL Entity with timely written notice of that preclusion, then the Player may be excluded from UFL activities relating to such promotion or sponsor. Other than parties to, or express third party beneficiaries of, any properly disclosed preexisting agreements referenced above, Player agrees that he will not authorize anyone else, including any person or entity, to use his likeness for any purpose during the Term of this contract without the prior written consent of both the Club and Management. Further, Player acknowledges and agrees that he shall not permit any third party to identify Player as a member of the Club or as a UFL player without the prior written permission of both the Club and Management, which such permission may be withheld in their sole discretion.

(c) Player agrees that his picture may be taken for still photographs, motion pictures, video, or television at such times as the Club or Management may designate, including any tryout, camp, practice, game, workout session, public or private appearance, media session, meeting, or other Club or League event or activity, and agrees that all rights in such pictures shall belong to the Club, Management, and the League, as applicable, and may be used for licensing, sponsorship, or publicity purposes in any manner they desire, including in television programs, sponsor advertisements, licensed products, and promotions. Player will not contest the rights of Club, Management, the League or its member Clubs to telecast, broadcast, or otherwise transmit UFL football or the right of the League or any League business or affiliate to produce, sell, market, or distribute football game film footage or any other pictures or footage that may include Player for any use or purpose, including games or interactive purposes.

(d) Player further agrees that, except on behalf of the Club or the League, and subject to the terms of any preexisting agreement that is properly disclosed in accordance with the terms of this Paragraph 5, during the UFL playing season he will not make public appearances, participate in radio or television programs, permit his picture to be taken, write or sponsor newspaper or magazine articles, or sponsor commercial products without the prior written consent of both the Club and Management, which such consent may be withheld in their sole discretion.

6. COMPENSATION.

(a) (i) For performance of Player's services and all other promises of Player, subject to the League Rules and Regulations, Club will pay Player a salary (the "Salary") as follows:

Salary	Season
\$40,000.00	2011

(ii) Player shall also receive additional compensation equal to Fifty Dollars (\$50.00) per day for services rendered during the official preseason training camp. Such additional compensation shall be paid in weekly installments in arrears, beginning on or about July 15, 2011 and ending on or about August 5, 2011.

(iii) One hundred percent (100%) of Player's Salary shall be paid during the 2011 regular season in eight (8) equal weekly installments (with no payment to be made during the team's "bye" week) beginning on or about August 18, 2011, subject to such deductions as may be permitted pursuant to the terms of Paragraph 7 below. The final installment shall be paid only after Player's Exit Physical (as such defined below) required pursuant to the terms of Paragraph 8 below. Players must be on the active, inactive or injured reserve list to receive compensation pursuant this section.

(b) If and to the extent that the Player's Club plays in the UFL Championship Game and Player is on the 50-man roster for such game, then Club will pay Player bonus compensation for the Championship Game equal to at least Five Thousand Dollars (\$5,000.00) if the Club is the losing team, and at least Six Thousand Dollars (\$6,000.00) if the Club is the winning team.

(c) Club also will pay (i) Player's reasonable board and lodging expenses for board and lodging provided by Club during the official preseason training camp, during the 2011 UFL regular season and Player's reasonable expenses in connection with travel to any preseason, regular season, and postseason football games (but Player will be responsible for any damages caused to the housing/lodging occupied by Player) (all lodging two players per room, no other occupants); (ii) reasonable lodging expenses for lodging provided by Club (two players per room, no other occupants) during the regular season; (iii) Player's necessary traveling expenses to his residence if this contract is terminated by Club before the end of the Term; and (iv) such additional compensation, benefits and reimbursement of expenses as may be called for in the League Rules and Regulations. To the extent that any reimbursement under this Paragraph 6(c) would be includable in the Player's gross income for federal income tax purposes, the Player shall submit the necessary documentation and shall receive the reimbursement in a manner and on a schedule consistent with the League Rules and Regulations, but in any event, in a timely manner so as to permit reimbursement of the expenses no later than January 1 of the year following the year in which the expense is incurred.

7. FINES, DEDUCTIONS AND REDUCTIONS.

(a) Any advance made to Player will be repaid to Club, and any fine levied by the Club, Management, or the League against Player or any charge assessed to Player for damage to housing or lodging occupied by Player or other damage to facilities or equipment caused by Player, will be paid either in cash on demand or by means of deductions from payments coming due to the Player under this contract, at Club's option, the amount and schedule of such deductions to be determined by Management or Club unless this contract or the League Rules and Regulations specifically provide otherwise.

(b) Agent deductions from payments due to Player under this contract, if any, shall be paid to Player Agent only pursuant to an authorization form specifying the amount of such deduction which is signed by Player and presented to the Club at least seven (7) days prior to the time such payment is due.

(c) Notwithstanding Paragraph 6(a)(iii) above, and unless this contract specifically provides otherwise, if this contract is executed or Player is activated after the beginning of the regular season, Player's Salary will be reduced by the proportion that the number of regular season games played prior to the Player's activation bears to the total number of games in the regular season, payable in equal installments, in arrears, over the course of the remaining weeks of the regular season (including any "bye" weeks).

(d) In the event that Player is injured during the official preseason training camp, and as a result is not placed on the Club's 50-man roster at the beginning of the 2011 regular season, Player shall not be entitled to any compensation pursuant to the terms and conditions of this Agreement, except for the daily compensation paid pursuant to Section 6(a)(ii) herein. Notwithstanding the foregoing, Player shall be entitled to any and all rights afforded him under the state workers compensation laws.

(e) For any week of the 2011 regular season that Player has been placed on the Club's injured reserve list, Player's compensation for that week (i.e., the equal weekly installment referenced in Paragraph 6(a)(iii)) and for each succeeding week during which Player remains on such list shall be reduced by fifty percent (50%) up to four (4) weeks. In the event that player is placed on the Club's injured reserve list, Player will remain on the injured reserve list until Player is deemed medically able to resume full participation with Player's UFL Club as determined by the UFL's Chief Medical Officer, in his sole and absolute discretion. Once able to resume full participation, Player shall then be returned to his UFL Club's roster or, at Club's request, Player may be waived and subject to the UFL waiver system.

(f) Unless this contract specifically provides otherwise, if this contract is terminated after the beginning of the regular season Player's Salary will be reduced proportionately and Player will be paid only that portion of his Salary earned through but not yet paid prior to the date of termination.

(g) In the event Player violates any Club rules and regulations or any League Rules and Regulations, breaches any provision of this contract, or engages in any conduct contrary to or that impairs Player's faithful and thorough discharge of his duties hereunder, the Club or the

League may impose reasonable fines or suspensions on the Player. Player further acknowledges and agrees that the UFL Commissioner also is empowered to impose fines upon or suspend the Player provided that such fines or suspensions are consistent with the terms of the League Rules and Regulations and this contract.

(h) Club will provide double-occupancy, low-cost housing to Player during the regular season, such amount to be identified as income to Player for tax purposes, with the Player also responsible for damage to housing or lodging occupied by Player or other damage to facilities or equipment caused by Player, such damage amounts to be deducted from Player compensation.

8. **PHYSICAL CONDITION/EXAMINATIONS.** Player represents to Club that he is and will maintain himself in excellent physical condition. Player will undergo one or more complete physical examinations by the League, Management, or Club physician upon the request of one or more of the UFL Entities, during which physical examination Player agrees to make full and complete disclosure of any physical or mental condition known to him which might impair his performance under this contract and to respond fully and in good faith when questioned by the physician about such condition(s). Player agrees that the UFL Entities' physician(s) and any other physician or medical professional consulted by the Player during the Term may furnish to the UFL Entities all relevant medical information relating to Player and that, should the Club contemplate an assignment of this contract to another Club or Clubs, the Club's physician may furnish to the physicians and officials of such other Club or Clubs all relevant medical information relating to Player. In furtherance of the foregoing, simultaneously with the execution of this contract, Player shall deliver to Club an executed copy of a Medical Records Authorization in the form attached hereto as Schedule 8. Failure to supply such Medical Records Authorization shall be a material breach of this Agreement and subject the Player to discipline, up to and including termination of this contract. Further, if Player fails to establish or maintain his excellent physical condition to the satisfaction of one or more of the UFL Entities' physician, or make the required full and complete disclosure and good faith responses to the UFL Entities' physician(s), then Club may terminate this contract and, thereby, Player's employment with the Club. Player must submit himself to an "exit" physical examination (the "**Exit Physical**") at such time and place as may reasonably be requested by Club or Management upon the *earlier to occur of* (x) the conclusion of the Club's regular season or post-season play, as applicable, (y) the termination of this contract by the Club, and (z) Player's election to terminate this contract early pursuant to Paragraph 3(b) above. If Player fails to submit to an Exit Physical, Player shall forfeit the last installment of his Salary and any applicable bonus payments.

9. **INJURY; INJURY GRIEVANCE.**

(a) Unless this contract specifically provides otherwise, if Player suffers a medically determinable physical impairment (each an "**injury**") in the performance of his services under this contract and promptly reports such injury to the Club physician or trainer, then Player will receive such medical and hospital care during the Term of this contract as the Club physician may deem necessary. Should Player dispute any determination by the Club physician that Player has or has not suffered an injury or regarding the proper course of treatment with respect to any such injury, Player shall appeal such determination to the League Medical Director. If Player elects to forego any medical or hospital care made available to him by the Club, Player shall be

free to pursue medical or hospital care on his own, at his own expense. No UFL Entity shall have any obligation to provide any medical or hospital care for Player in respect of any injury or other illness or impairment suffered by Player other than in the proper performance of his services hereunder. The Club will make available to Player during the Term, at his sole expense, medical insurance coverage, subject to any applicable eligibility requirements.

(b) Subject to the balance of this Paragraph 9, Player will continue to receive his Salary, during the Term, for so long as Player is physically unable, due to an injury sustained in the performance of the services required of him pursuant to this contract, subject to any reduction or other adjustment as may be permitted pursuant to Paragraph 7 above and the League Rules and Regulations. If Player's injury in the performance of his services under this contract results in his death, the unpaid balance of his Salary under this contract, as adjusted, will be paid to his stated beneficiary, or in the absence of a stated beneficiary, to his estate, within forty-five (45) days of Player's death.

(c) If Player believes that at the time of termination of this contract by Club he was physically unable to perform the services required of him by this contract because of an injury incurred in the proper performance of his services under this contract, Player may, within thirty (30) days after Player's Exit Physical, request review by the League Medical Director or submit at his own expense to examination by a physician of his choice after first giving advance written notice to the Club of the identity of the physician and when the appointment is scheduled. If the opinion of the physician selected by the Player with respect to his physical ability to perform the services required of him by this contract is contrary to that of the Club's physician, or the League Medical Director, then the dispute may be submitted within thirty (30) days to final and binding arbitration by an arbitrator selected by Club and Player or, if they are unable to agree, a single arbitrator selected by the UFL Commissioner or otherwise in accordance with the League Rules and Regulations on application by either party. Each party shall pay its own expenses for the arbitration and the parties shall split any fees due to the arbitrator. The arbitrator shall have the authority to award attorneys fees to the prevailing party in any such arbitration.

10. **AMATEUR STATUS.** By signing this contract, Player acknowledges that he is aware and at the time of signing this contract has been made aware by Management and the Club that by signing this contract he may forfeit any amateur or collegiate standing or eligibility he may have, and thereby may forfeit his ability to receive an athletic scholarship and his ability to play amateur, NCAA, or other college sports.

11. **WORKERS' COMPENSATION.** Any compensation paid to Player during the Term of this contract, either pursuant to the terms of this contract or the League Rules and Regulations, in respect of any period during which Player is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, or permanent partial disability will be deemed an advance payment of workers' compensation benefits due Player, and Club will be entitled to be reimbursed the aggregate amount of any such advance payments from any award of workers' compensation.

12. TERMINATION

(a) Termination by the Club.

(i) The Club has the right to terminate this contract and, thereby, Player's employment with the Club, upon notice to Player in the following circumstances:

(A) *Failure to Maintain Physical Condition.* Player acknowledges and understands that given all the risks and demands associated with playing professional football, it is essential that he be in and maintain himself in top physical condition. If after Player's initial physical examination by a League, Management, or Club physician, it is determined by League, Management, or Club that they wish to terminate this contract between Player and Club, they shall be free to do so without any further obligation to Player. In addition, on an ongoing basis Player agrees to maintain his excellent physical condition to the satisfaction of the UFL Entities physician(s), and if Player fails to establish or maintain his excellent physical condition to the satisfaction of and UFL Entities physician, or make the required full and complete disclosure and good faith responses to the UFL Entities physician, then League, Management, or Club may terminate this contract and, thereby, Player's employment with the Club without any further obligation to Player.

(B) *No Play.* The Club may terminate this contract following any decision by Management or the League to suspend the season or that no games will be played or no additional games will be played in respect of the then current season.

(C) *Skill, Performance and Conduct.* Player understands that he is competing with other players for a position on the Club's roster within the applicable limits regarding the number of players and player salaries. If at any time, in the sole judgment of the Club, (1) Player's skill or performance has been unsatisfactory as compared with that of other players competing for positions on the Club's roster, (2) Player's skill or performance has not been sufficient given the salary paid to Player or the Club's overall team salary circumstances, (3) Player has failed to maintain his health and fitness at a first class level or has failed to obey the Club's training rules, or (4) Player has engaged in personal conduct reasonably judged by the Club to adversely affect or reflect on the Club (including any failure, refusal or neglect to conform Player's personal conduct to standards of good citizenship, good moral character (defined herein to mean not engaging in acts of moral turpitude, whether or not such acts would constitute a crime), and good sportsmanship, or commission of a significant or inexcusable verbal or physical attack against any UFL player, official or employee of a member Club, Management or the League, or any person in attendance at any UFL game, event, or activity), (5) Club determines that Player has put forth less than a good faith effort, (6) Player has failed, refused or neglected to render the services required of him hereunder, (7) Player has engaged in any action constituting grounds for termination as otherwise set forth in this contract, including any activity prohibited by Paragraph 15 below, or (8) Player has in any other manner materially breached this contract, then the Club may terminate this contract. In lieu of exercising its right to terminate this contract pursuant to subparagraph (3), (4) or (5) above, the Club may, in its sole discretion, elect instead to suspend Player, without pay, for a reasonable period of time in light of the circumstances.

(D) *Salary Cap "Room."* In addition, during the period any formal or informal salary cap is in effect, this contract and Player's employment with the Club may be terminated if, in the Club's opinion, in light of Player's salary as compared to other players, Player is anticipated to make less of a contribution to Club's ability to compete on the playing field than another player or players whom Club intends to sign or attempts to sign, or another player or players who is or are already on Club's roster, and for whom Club needs salary cap "room."

(E) *Substance Abuse.* Further, Player hereby consents to be subject to drug testing conducted at any time and in any place pursuant to the League Rules and Regulations and the League anti-doping program. In the event of Player's noncompliance with or refusal to submit to drug testing, or if Player tests positive for a banned substance, then the Club shall take such action specified in the League anti-doping program or the League Rules and Regulations, including if applicable, termination of this contract.

(ii) If the Club proposes to terminate this contract for a reason other than the permanent disqualification of the Player from the League as directed by the Commissioner or his designee, or a determination by a League or Management physician that Player is not fit to play professional football in the UFL, it must first comply with the following waiver procedures:

(A) The Club shall request the UFL Commissioner to request waivers from all other Clubs. Such waiver request may not be withdrawn.

(B) Upon receipt of the waiver request, any other Club may claim assignment of this contract at such waiver price as may be fixed by the League, the priority of claims to be determined in accordance with the League Rules and Regulations.

(C) If this contract is so claimed, the Club agrees that it shall, upon the assignment of this contract to the claiming Club, notify the Player of such assignment, and the Player agrees he shall promptly report to the assignee Club. If the Player fails or refuses to report to the claiming club or the Player fails a physical examination by the claiming Club physician, the claiming Club may withdraw its waiver request.

(D) If the Contract is not claimed, the Club shall promptly deliver written notice of termination to the Player at the expiration of the waiver period.

(E) To the extent not inconsistent with the foregoing provisions of this subparagraph (ii), the waiver procedures set forth in the League Rules and Regulations shall govern.

(b) *Termination by Player.* Player may elect to terminate this contract solely pursuant to the terms of Paragraph 3(b) above.

(c) *Termination due to Player's Death.* This contract shall automatically terminate upon the Player's death.

(d) **Payments Due on Termination.** Upon termination of this contract for any reason, except as otherwise set forth in Paragraph 9(c) above with respect to Player's death, all obligations of the Club to pay compensation shall cease as of the date of termination, except the obligation of the Club to pay the such compensation as has been earned through said date, such payments to be made when due and owing and to be reduced by any amounts then owing by the Player to the Club.

(e) **Exit Physical.** Upon termination of this contract, Player shall submit to an Exit Physical as required pursuant to the terms of Paragraph 8 above.

(f) **Remedies Cumulative.** The rights of termination set forth in this contract are in addition to any other rights or remedies available to the parties either in law or in equity.

13. **UNIFORM.** Player must wear the official uniform and equipment provided by the Club, consistent with the League Rules and Regulations, including all apparel, gloves, and footwear. In addition, Player shall wear such products or equipment bearing UFL or Club sponsor logos as the Club may provide to Player from time to time and, if required, Player shall refrain from wearing or using the products or equipment of any person or entity that competes with any such sponsor.

14. **RETURN OF PROPERTY.** At the end of each season, at such time (or times) as the Club may request, and upon the termination of this contract, Player shall return to the Club all uniforms and equipment in his possession or that were issued to him. As permitted by state law, the Club may deduct from any payment due to Player the replacement cost or value of any uniform or equipment not returned by Player. Further, upon the termination of this contract for any reason and at any other time (or times) as the Club may request, Player shall return to the Club (or the applicable UFL Entity) any confidential information, playbooks or other documents, property or materials belonging to such UFL Entity then in the Player's possession or under his control.

15. **INTEGRITY OF GAME.**

(a) Player recognizes the detriment to the League and professional football that would result from impairment of public confidence in the honest and orderly conduct of UFL games or the integrity and good character of UFL players. Player therefore acknowledges that he may not accept a bribe or any other payment or compensation or agree to throw or fix a UFL game (including by playing, or causing others to play in such a manner that will affect the point spread of any UFL game, irrespective of whether the action results in a loss by the Player's Club of the game at issue); fail to promptly report a bribe offer or an attempt to throw or fix a UFL game or any discussion he is aware of that concerned throwing or fixing a UFL game; bet on any UFL game or any other professional or amateur football game or any other team sport game or event; discuss point spreads publicly or advise anyone about how to bet on UFL games; make statements to members of the media or any other public statements about point spreads or betting on UFL games; or knowingly associate with individuals involved in illegal gambling activity or any gambling activity involving UFL games.

(b) The Player agrees that he will not, during the term of this contract, directly or indirectly, entice, induce, or persuade, or attempt to entice, induce, or persuade, any player or coach who is under contract to any UFL Club to enter into negotiations for or relating to his services as a professional football player or coach, nor shall he negotiate for or contract for such services, except with the prior written consent of Club.

(c) Player acknowledges that if he violates this Paragraph 15 then the Commissioner or his designee will have the right, but only after giving Player the opportunity for a hearing at which he may be represented by counsel of his choice, to impose appropriate penalties therefor, including, in appropriate circumstances, fines, suspension, dismissal or permanent disqualification of Player from any further or future association with the UFL, the League, Management, or any member Club. The Commissioner's finding shall be final, binding, conclusive, and non-appealable.

16. **CONTRACT TOLLING.** Unless this contract specifically provides otherwise, if Player becomes a member of the Armed Forces of the United States or any other country, or retires from professional football as an active player, or otherwise fails or refuses to perform his services under this contract, then this contract may be tolled, at the Club's election, between the date of Player's induction into the Armed Forces, or his retirement, or his failure or refusal to perform, and the date of his return to play professional football in the UFL. During any period during which this contract is tolled, Player will not be entitled to any compensation or benefits. Upon Player's return to professional football in the UFL during the UFL's regular season, the Term of this contract will be extended for a period of time equal to the number of weeks remaining at the time the contract was tolled.

17. **ASSIGNMENT.**

(a) Player hereby acknowledges and agrees that Club may freely assign this contract to any other Club in the League or to any other entity authorized pursuant to the League Rules and Regulations to operate a UFL team, and further acknowledges and agrees that any assignee may further assign this contract to any Club or to any other entity authorized pursuant to the League Rules and Regulations to operate a UFL team. The obligations of Player hereunder are personal in nature and may not be assigned by the Player. Any attempted assignment or other transfer by Player in violation of this Paragraph 17 shall be void and of no effect.

(b) Player further agrees that, should the Club contemplate the possible or actual assignment of this contract to another UFL Club or Clubs, the assigning Club's physician may furnish to the physicians and officials of such other Club or Clubs all relevant medical information and medical and training and conditioning records relating to the Player.

(c) In the event that this contract is assigned to another Club, Player shall forthwith be provided notice orally or in writing, delivered to the Player personally or delivered or mailed to his last known address, and Player shall report to the assignee Club within forty-eight (48) hours after said notice has been received, or within such longer period of time for reporting as may be specified in said notice. Player further agrees that, immediately upon reporting to the

assignee Club, he will submit upon request to a physical examination conducted by a physician designated by the assignee Club and that Player will faithfully perform his services under this contract to such assignee Club. If the Player, without a reasonable excuse, does not report to the Club to which this contract has been assigned within the requisite time period, then, (i) upon consummation of the assignment, Player may be disciplined by the assignee Club or, if the assignment is not consummated or is voided as a result of the Player's failure to so report, by the assignor Club, and (ii) such conduct shall constitute conduct prejudicial to the League under the League's Rules and Regulations, and shall therefore subject the Player to discipline from the League or the Commissioner or his designee.

(d) Provided that Player timely reports to the assignee Club, the assignee Club will pay Player's necessary traveling expenses incurred by Player in reporting to it and will faithfully perform this contract with Player. To the extent that any reimbursement under this Paragraph 17(d) would be includable in the Player's gross income for federal income tax purposes, the Player shall submit the necessary documentation and shall receive the reimbursement in a manner and on a schedule consistent with the League Rules and Regulations, but in any event, in a timely manner so as to permit reimbursement of the expenses no later than January 1 of the year following the year in which the expense is incurred.

18. **DISPUTES.** Any dispute between Player and Club involving the interpretation or application of any provision of this contract will be submitted to final and binding arbitration before the UFL Commissioner or his designee in accordance with the procedures promulgated by the UFL Commissioner or set forth in the League Rules and Regulations in effect at the time of the event giving rise to such dispute.

19. **WAIVER AND RELEASE.**

(a) Player acknowledges that Player is experienced at the game of professional football, and recognizes that it is an activity in which injuries, sometimes fatal, can occur. Player understands and acknowledges that there are dangers of personal injury inherent in participating in football try-outs, training, testing, and competition, and that Player risks death and personal injury, including paralysis and dismemberment, while participating in try-outs, training, testing and competition. Player expressly and voluntarily assumes all risk vis-a-vis the League, Management, the Club, other UFL Clubs, and all related persons and entities, of death and personal injury sustained while participating in try-outs, training, testing, and competition, including the risk of active or passive negligence and hidden, latent, or obvious defects in any of the facilities or equipment used, other than defects resulting from the intentional misconduct of the League, Management, the Club, other UFL member Clubs, or related persons and entities.

(b) Player hereby releases and waives any and all claims he may have, or that may arise during the Term of this contract, against (a) the League, Management or the Club, or any affiliate of any of the foregoing; any and all other UFL Clubs and their respective owners and affiliates; the League Commissioner and his designees; and every director, officer, owner, member, stockholder, trustee, partner, official, representative, agent, attorney, employee or independent contractor of the League, Management, Club, any other UFL Club and any affiliate of any of the foregoing (excluding persons employed as players by any member Club); and the

successors or assigns of any of them, and (b) any person retained or contracted by any UFL Entity in connection with the UFL, and any arbitrator or expert retained by a UFL Entity, arising out of, or in connection with, and whether or not by negligence or gross negligence with respect to (i) any injury that is subject to the provisions of Paragraph 9 above, (ii) any fighting or other form of violent or unsportsmanlike conduct occurring during the course of any UFL tryout, camp, practice, exhibition, preseason, regular season, playoff, or all-star game, (iii) the testing procedures or the imposition of any penalties set forth in the League Rules and Regulations or the League anti-doping program, or (iv) any injury suffered in the course of his employment as to which he has or would have a claim for workers' compensation benefits. PLAYER AGREES THAT THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, ALL CLAIMS ARISING OUT OF THE ACTIVE OR PASSIVE NEGLIGENCE OF THE LEAGUE, MANAGEMENT, CLUB, THE OTHER UFL CLUBS, OR RELATED PERSONS AND ENTITIES, AS WELL AS ALL CLAIMS ARISING OUT OF HIDDEN, LATENT, OR OBVIOUS DEFECTS IN ANY OF THE FACILITIES OR EQUIPMENT USED, OTHER THAN SUCH CLAIMS AS ARISE FROM INTENTIONAL MISCONDUCT.

(c) Player, for himself and on behalf of Player's heirs, executors, administrators and representatives and the successors and assigns of any of them, hereby releases, forever discharges, holds harmless, and promises and covenants not to sue Management, the League, Club, the other UFL Clubs, any affiliate of any of the foregoing, any of their respective owners, directors, officers, owners, members, stockholders, trustees, partners, officials, representatives, agents, attorneys, and employees (including the UFL Commissioner and his designees), or the successors or assigns of any of them with respect to any and all liabilities, losses, claims, causes of action, demands, damages, costs, expenses (including attorneys' fees), whether known or unknown, suspected or unsuspected, fixed or contingent (collectively, "**Claims**") arising out of or in connection with Player's participation in any try-out, camp, training, testing, or competition at the request of or sponsored by the Club or the League or while employed by the League or any Club, except that which is the result the intentional misconduct of the person(s) or entity(ies) being sued, and Player agrees that if any Claims are filed in violation of this subparagraph, Player shall be responsible to reimburse all persons and entities that were sued in violation of this subparagraph for all of their attorneys fees and expenses incurred as a result of the filing or pursuit of the Claims.

20. OTHER PROVISIONS.

(a) Each of the parties hereby confirms that (i) this contract, as it may be amended from time to time in accordance with the terms hereof, together with any and all Schedules and Exhibits attached hereto, sets forth all components of the Player's remuneration for playing professional football (whether such compensation is being furnished directly by the Club or by a related or affiliated entity); and (ii) there are not undisclosed agreements of any kind, whether express or implied, oral or written, and there are no promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind that have not been disclosed to the Club involving consideration of any kind to be paid, furnished or made available to Player or any entity or person owned or controlled by, affiliated with, or related to Player, either during the term of this contract or thereafter. Without limiting the foregoing, the parties hereby agree that this contract, including any Schedules and Exhibits attached hereto, sets

forth the entire agreement between the parties hereto, that any prior drafts, writings or oral statements, promises or representations shall be deemed superseded or merged herein and shall be of no force or effect, and that this contract cannot be modified or supplemented orally. This contract shall not be modified, altered or amended except by a writing signed by each party hereto that is approved by the Commissioner in writing. The parties represent that no other agreement, oral or written, except as attached to or specifically incorporated in this contract, exists between them.

(b) Each of the parties further confirms that, except insofar as any of the parties may describe in an addendum to this contract, to the best of their knowledge, no conduct in violation of the League Rules and Regulations took place with respect to the securing, negotiating or execution of this contract. Each of the parties further confirms that nothing in this contract is designed or intended to defeat or circumvent any provision[s] of the League Rules and Regulations, including any salary cap set forth therein or other team compensation provisions; however, any conduct permitted by the League Rules and Regulations shall not be considered a violation of this confirmation.

(c) Player acknowledges that before signing this contract he was given the opportunity to seek advice from or be represented by persons of his own selection, subject to any League Rules and Regulations concerning the certification of player agents for the protection of UFL players and the business of UFL football.

(d) Player agrees that he will not, at any time (whether during the Term or after termination or expiration of this contract), disclose to any third party any confidential information of Management, the League, any Club, or any other UFL Club, or any affiliate or sponsor of any of the foregoing, or utilize any such confidential information for his own benefit, or for the benefit of any third party. In addition, all memoranda, notes, records, playbooks or other documents compiled by Player or made available to him during the Term, if any, concerning the business of Management, the League, the Club, or any other UFL Club, or any affiliate or sponsor of any of the foregoing, shall be the property of Management, the League, the applicable Club, affiliate or sponsor, as applicable, and shall be returned to Management, the League or such Club, affiliate or sponsor upon termination of the Player's employment, at the end of the Term, or at any other time upon request.

(e) (i) The parties acknowledge and agree that the interpretation of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and its application to the terms of this contract are uncertain and may be subject to change as additional guidance and interpretations become available. Anything to the contrary herein notwithstanding, all benefits or payments provided by Management, Club, or any other UFL Club to the Player that would be deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A of the Code are intended to comply with Section 409A and, in the event that any such benefit or payment is deemed not to comply with Section 409A, to the extent permitted by law (including Section 409A of the Code), Management, the Club, and the League, on the one hand, and the Player, on the other hand, agree to renegotiate in good faith any such benefit or payment so that either (i) Section 409A will not apply or (ii) compliance with Section 409A will be achieved.

(ii) In any event, League, Management, and Club do not make any representation or warranty and none of League, Management or Club shall have any liability to the Player or any other person if any provisions of this contract are determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A of the Code and the terms of such provisions (whether or not renegotiated pursuant to the terms of this Paragraph 20(e)) do not satisfy the conditions applicable to “nonqualified deferred compensation” under Section 409A of the Code.

(iii) If and to the extent applicable, unless otherwise exempt from the “six-month delay rule” (as defined under Section 409A of the Code), any payments to be made hereunder due to the Player’s separation from employment or service that would constitute distributions to a “specified employee” (as defined under Section 409A of the Code) may not be made before the date that is six (6) months after the date of separation from service or, if earlier, the date of death.

(f) If any provision of this contract, or any Exhibit or Schedule attached hereto, is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions hereof or thereof, as applicable.

(g) Any notice, request, approval or consent given or made under this contract, including under any Exhibit or Schedule attached hereto, will be sufficiently given if in writing and delivered in person or mailed (certified or first class or via a nationally recognized overnight delivery service), or by facsimile or email (provided that receipt is acknowledged in writing by the recipient), by one party to the other at the address set forth in this contract or to such other address as the recipient may subsequently have furnished in writing to the sender in accordance with the terms of this Paragraph 20(g).

(h) This contract may be executed in two (2) or more counterparts (including via facsimile, the exchange of .pdf copies via electronic mail, or the physical exchange of original signatures), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(i) The validity, interpretation, and performance of this contract, including any Exhibit or Schedule attached hereto, shall be controlled by and construed under the laws of the State of New York (or United States federal law, to the extent applicable), including any applicable statutes of limitation, without regard to any otherwise applicable principles of conflicts of law or choice of law rules (whether of the State of New York or any other jurisdiction) that would result in the application of the substantive or procedural rules or laws of any other jurisdiction.

(j) No provision of this contract (or any Exhibit or Schedule attached hereto) shall be interpreted or construed against any party because that party or its legal representative drafted that provision. The captions and headings of the Paragraphs of this contract are for convenience of reference only and are not to be considered in construing this contract. Unless the context of this contract (or any Exhibit or Schedule attached hereto) clearly requires otherwise: (u)

references to the plural include the singular, the singular the plural, and the part the whole, (v) references to one gender include all genders, (w) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (x) “including” has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” (y) references to “hereunder,” “herein” or “hereof” relate to this contract as a whole, and (z) the terms “dollars” and “\$” refer to United States dollars. Paragraph, subparagraph, exhibit and schedule references are to this contract (or the applicable Exhibit or Schedule) as originally executed unless otherwise specified. Any reference herein (or in any Exhibit or Schedule attached hereto) to any statute, rule, regulation or agreement, including this contract and any Exhibit or Schedule attached hereto, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. Any reference herein (or therein) to any person shall be deemed to include the heirs, personal representatives, successors and permitted assigns of such person.

(k) The failure of the Club, Management or the League to insist, in any one or more instances, on the performance of any terms or conditions of this contract shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term or condition, and the obligations of the Player with respect thereto shall continue in full force and effect.

21. PLAYER AGENT.

(a) Player Agent. If Player has been represented by a Player Agent with respect to any aspect of the negotiation of this contract which such Player Agent Player acknowledges is entitled to a fee, such Player Agent shall execute this contract in the location provided below, and shall thereby (y) acknowledge his or her representation of the Player in connection with this contract, and (z) represent that, to his or her knowledge, no violations of Paragraph 20 above or any League Rules or Regulations have occurred. If such Player Agent refuses to so execute this contract, Player shall identify his Player Agent and so indicate the Player Agent’s refusal in Schedule 21 attached hereto. If Player was not represented by a Player Agent with respect to this contract, Player shall so indicate by signing Schedule 21 in the space provided.

(b) Exclusive Representative. If Player has a Player Agent, Player and Player Agent hereby represent and warrant that Player has engaged Player Agent to serve as Player’s sole and exclusive agent either to negotiate the terms of this contract on Player’s behalf or to assist or advise Player with respect to such negotiations. Only the Player Agent identified herein and no other representative or agent shall be entitled to any fees from any UFL Entity in respect of the negotiation of the terms of this contract, and such Player Agent shall retain his or her right to such fees whether or not the agreement between Player and the Player Agent establishing such fees is subsequently terminated.

(c) Maximum Fee. Both Player and the Player Agent acknowledge and agree that the Player Agent shall receive a fee not to exceed three percent (3%) (the “**Percentage Cap**”) of the compensation negotiated for the Player for the season (the “**Fee Cap**”), which such fee may be expressed as a percentage of Player’s compensation (not to exceed the Percentage Cap) or as a flat fee (not to exceed the Fee Cap), or which may be billed at an agreed hourly rate (such hourly

fees, including all expenses billed to Player by the Player Agent, not to exceed, in the aggregate, the Fee Cap).

(d) Compensation. In computing the maximum allowable fee, the term “**compensation**” shall include base salary, any signing bonus and any performance bonus actually received by the Player. No other benefits negotiated on behalf of the Player shall be taken into consideration – including the value of any personal loan, insurance policy, automobile, or residence secured on behalf of Player – nor shall any “honor” incentive bonuses (e.g., Rookie of the Year) be taken into account. The Player Agent shall not be entitled to receive any fee for his or her services until the Player receives the compensation upon which the fee is based. Without limiting the generality of the foregoing, any portion of a fee based on Player’s compensation that is unascertainable at the time this contract is negotiated (e.g., a performance bonus) shall not be payable to the Player Agent until the Player has received such compensation.

(e) Agreed Player Agent Fee. Player and the Player Agent warrant and represent that Player has agreed heretofore to pay Player Agent the following fee (check one and complete requested information) (the “**Agent Fee**”):

- (1) A percentage of Player’s compensation equal to _____ percent (___%), subject to the Fee Cap (“**Percentage Fee Arrangement**”);
- (2) A flat fee of _____ Dollars (\$_____) (the “**Flat Fee**”), subject to the Fee Cap (“**Flat Fee Arrangement**”); or
- (3) A fee of _____ Dollars (\$_____) (the “**Hourly-Based Fee**”), calculated on the basis of an hourly rate of _____ Dollars (\$_____) per hour, subject to the Fee Cap (“**Hourly Fee Arrangement**”).

(f) Authorization to Pay Fee Directly to Player Agent. Player hereby authorizes and directs Club to pay the Agent Fee directly to and in the name of the Player Agent, at the address provided for Player Agent on the signature page hereto, as follows:

- (1) In the event Player and the Player Agent have chosen the Percentage Fee Arrangement, Club shall (x) deduct the agreed percentage from each payment of compensation as and when such compensation becomes due and payable to Player hereunder; (y) pay such deducted amount directly to the Player Agent; and (z) pay the balance to Player.
- (2) In the event Player and the Player Agent have chosen the Flat Fee Arrangement, Club shall (x) deduct _____ percent (___%) (not to exceed the Percentage Cap) from each payment of compensation as and when such compensation becomes due and payable to Player hereunder, (y) pay any such deducted amounts directly to the Player Agent; and (z) pay the balance of any such payments to Player, provided, however, that if at any point Club has paid to the Player Agent an aggregate amount equal to the

Flat Fee, Club shall make no further payments to the Player Agent and the Agent Fee shall be deemed paid in full.

- (3) In the event Player and the Player Agent have chosen the Hourly Fee Arrangement, Club shall (x) deduct _____ percent (___%) (not to exceed the Percentage Cap) from each payment of compensation as and when such compensation becomes due and payable to Player hereunder, (y) pay any such deducted amounts directly to the Player Agent; and (z) pay the balance of any such payments to Player, provided, however, that if at any point Club has paid to the Player Agent an aggregate amount equal to the Hourly-Based Fee, Club shall make no further payments to the Player Agent and the Agent Fee shall be deemed paid in full.

In the event this contract is terminated by Club, Management or by Player in accordance with the terms hereof, the Player Agent acknowledges and agrees that he or she shall be entitled to the Agent Fee only with respect to the compensation due and owing through the date of termination and that Club shall pay the Player Agent any unpaid portion of the Agent Fee only with respect to such compensation. Further, in the event the Player Agent receives payments from Club in excess of the Fee Cap, the Player Agent shall immediately pay any such excess to Player.

(g) Agent Registration Fee. No Agent Fee shall be withheld from Player's compensation and paid to the Player Agent until Player Agent has remitted his Agent Registration Fee to the League.

(h) Form W-9. Player Agent hereby acknowledges and agrees that Club shall have no obligation to pay any amount to Player Agent hereunder unless and until Player and Player Agent have submitted to Club completed Form W-9s.

22. **BINDING EFFECT; COMMISSIONER APPROVAL.** This contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, provided, however, that in the event the Commissioner disapproves this contract, as of the date and time of such disapproval, this contract shall be rendered null and void and of no force or effect.

IN WITNESS WHEREOF, the parties have executed this United Football League Standard Player Contract as of the date last written below.

PLAYER

CLUB

By: _____
(sign here)

By: _____
(sign here)

(print name here)

(print name here)

(print address)

(print address)

(phone number)

(phone number)

(date)

(date)

PLAYER AGENT

MANAGEMENT

By: _____
(sign here)

By: _____

(print name here)

Legal Department

(print address)

135 West Bay Street, Suite 500

Jacksonville, FL 32202

(phone number)

904.598.1031

(date)

(date)

COMMISSIONER or Commissioner's Designee

Approved

Disapproved

(print name here) _____ (date) _____

UFL Player Terms - Schedule 5

PUBLICITY RIGHTS – AGREEMENT DISCLOSURE

By his signature below, Player represents and warrants as follows:

- Player entered into the following endorsement agreements or other agreement(s) authorizing the use of his likeness, each of which is currently active or has expired or was otherwise terminated within the last twelve (12) months:

Company: _____ Term: _____

Company: _____ Term: _____

Company: _____ Term: _____

Player must provide copies of all such agreement(s) to the Club within ten (10) days of the execution of this contract.

- Player is not a party to any agreements as described above.

PLAYER

(Signature)

(Name)

(Date)

UFL Player Terms - Schedule 8

MEDICAL RECORDS AUTHORIZATION

AUTHORIZATION FOR THE USE OR DISCLOSURE OF UFL PLAYER HEALTH INFORMATION

I authorize the use or disclosure of my health information as provided for below:

1. This authorization applies to all health information about me that is now (or, during the period covered by this authorization, may be) in the possession, custody or control of the persons or entities (or classes of persons or entities) identified in Paragraph 2 below. As used hereafter in this authorization, "health information" shall mean my entire health or medical record, including, but not limited to, all information relating to any injury, sickness, disease, mental health condition, physical condition, medical history, medical or clinical status, diagnosis, treatment or prognosis, including clinical notes, test results, laboratory reports, x-rays and diagnosis imaging results. I also acknowledge that Club, League, or Management may retain an entity to compile my medical information and to store such information in an electronic database, and I specifically authorize such use pursuant hereto.

2. I authorize the following persons and entities (or classes of persons and entities) to use, compile, analyze or disclose (to the individuals specified in Paragraph 3 below) any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control for the purposes described in Paragraph 3 below: All health care providers (including but not limited to Club, League or Management physicians, health care or workers compensation providers and other physicians, laboratories, clinics and Club trainers) with whom I have consulted, by whom I have been treated or to whom I have provided documents to pursuant to my contract to play professional football for the UFL ("Player Contract").

3. I authorize the persons and entities (or classes of persons and entities) described in Paragraph 2 to disclose any of the health information about me that is (or, during the period covered by this authorization, may be) in their possession, custody or control, for any purpose relating to my employment pursuant to my Player Contract, to Management, the League or to the personnel (including the Club owner(s)) of any Club as to which I have agreed (or may agree) to render playing services during the period covered by this authorization. In the event of any contemplated assignment of my Player Contract to another Club or Clubs, or any other entity authorized to operate a UFL team, I authorize disclosure of my health information to the physicians and personnel (including, but not limited to, trainers and owners) of such other Club(s) or authorized entity/ies.

4. I acknowledge that there exists the potential that information disclosed pursuant to this authorization might be subject to re-disclosure by the recipient and thus no longer be protected.

5 I understand that I may refuse to sign this authorization, but that my refusal to sign this authorization may constitute a breach of my Player Contract.

6. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the persons or entities (or classes of persons or entities) I have authorized to use or disclose my health information have acted in reliance upon this authorization. My revocation must be in writing and be sent to the Club physician for the UFL team on which I currently play. I further understand that my right to revoke this authorization shall not serve to excuse any failure on my part to comply with the provisions of any Player Contract to which I am (or, during the period covered by this authorization, may be) a party, or any other agreement that may govern the terms and conditions of my employment as a player for a UFL Club. I further acknowledge that in the event I revoke this authorization my employment with any Club or other entity authorized to operate a UFL team may be terminated by such Club or other entity.

7. The term of this authorization shall be co-extensive with my employment with any Club or other entity authorized to operate a UFL team, unless previously revoked.

8. I acknowledge that I have received a copy of this authorization for my records.

9. Capitalized terms used and not otherwise defined herein shall carry the meanings ascribed to them in my Player Contract.

Signature

Date

Printed Name

Witness Signature

Date

Witness Printed Name

UFL Player Terms - Schedule 21

PLAYER WAS NOT REPRESENTED OR PLAYER AGENT REFUSED TO EXECUTE

By his signature below, Player represents and warrants (1) that the person whose name appears below represented Player in connection with the negotiation of the contract to which this Schedule 21 is attached and that said Player Agent has refused to execute the contract in the space provided for his or her signature; or (2) if this box is checked () , that Player was not represented by a Player Agent.

(Print name of Player Agent here, if applicable.)

PLAYER

(Signature)

(Player's Name)

(Date)