

HIGHLIGHT SCHOOL ATHLETIC AGREEMENT
AMONG UNDER ARMOUR, TRIVEST (ASB), AND DENTON INDEPENDENT SCHOOL DISTRICT

School District: Denton Independent School District

1500 Long Road, Denton, Texas 76201

Athletic Director: Joey Florence – jflorence@dentonisd.org

School's Obligations to Under Armour and its Authorized Servicing Team Dealers ("Team Dealers")

- The term of this agreement commences on February 10, 2021 and ends on December 31, 2026 ("Term").
- During the Term, School shall purchase Under Armour products for School's athletic teams ("Teams") from the Team Dealer(s) set forth below
- All Teams shall exclusively wear Under Armour products, including without limitation socks, uniforms, and headwear. Footwear must be provided to the Student/Athletes on every web store and encouraged to purchase for onfield use.
- School shall place orders with Team Dealers for custom and stock uniforms by: (i) January 15 for fall sports; (ii) May 31 for winter sports; and (iii) November 15 for spring sports. Stock apparel (excluding uniforms), footwear, and accessories can be ordered at any time.
- Team Dealer will assist Denton ISD with setting up online stores for Parents/Community to purchase UA products at a discounted price. District Athletic Department will receive 10% back in stock product allotment from the purchases of these stores.

Under Armour's and Team Dealers' Obligations to School

- Under Armour shall provide School with a product allotment in each year valued at Under Armour's then-current retail pricing as follows: (i) $\$50,000 + (\$25,000 \text{ Athletic Supply}) = \$75,000$ in the first year; (ii) $\$40,000 + (\$20,000 \text{ Athletic Supply}) = \$60,000$ in the second year; (iii) $\$40,000 + (\$20,000 \text{ Athletic Supply}) = \$60,000$ in the third year (iv) $\$40,000 + (\$20,000 \text{ Athletic Supply}) = \$60,000$ in the fourth year and: (v) $\$40,000 + (\$20,000 \text{ Athletic Supply}) = \$60,000$ in the fifth year.. Such free products shall be fulfilled after all products for all sports have been shipped in each year. In addition to the promotional products, Denton ISD will receive 10% back in promotional products of their Under Armour purchases.
- All product allotments (upfront and earned through rebate) will expire on December 31st of each year. The allotments will not roll over from one school year to the next.
- Denton ISD will receive 40% off all custom uniform items. When purchased by discount deadlines provided by manufacturer.
- Denton ISD will receive 35% off all retail price footwear.
- Denton ISD will receive the following items on all Parent Portal Sales.
 - Quarterly sales reports by campus submitted to the Denton ISD Athletics Department, including online team stores.
 - Discount on the Parent Portal Sales will 30% off of retail price on Under Armour apparel and footwear.
- Denton ISD will be charged 3% freight on orders over \$1,000 and 5% freight on orders under \$1,000. Next Day Air and Freight Truck Deliveries will require special freight quote.
- Team Dealer shall maintain appropriate levels of Under Armour inventory to satisfy School's requirement on a timely basis.

Termination. A party may terminate this agreement in the event of a material breach of any term or condition of this agreement by any other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and School. Further, Under Armour shall have the right to terminate this agreement if: (a) the Team is required to wear and/or use products that are not supplied by Under Armour; or (b) School coaches, staff, or Team members commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its products.

Miscellaneous. Texas law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour Team Dealers, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

SCHOOL

UNDER ARMOUR, INC.

Signature

Signature

Barbara Burns

Printed Name

Printed Name

Board President

Title

Title

February 9, 2021

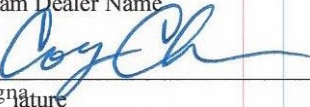
Date

Date

By signing below, Team Dealer agrees that School will purchase Under Armour products from the Team Dealer at its discounts of: 40% off Under Armour's retail price for apparel and accessories (does not include decoration costs), and 35% off Under Armour's retail price on all footwear.

AUTHORIZED TEAM DEALER

Athletic Supply

Team Dealer Name


Signature

Printed Name/ Title
Date 1/2/2021