

PRODUCT SUPPLY AGREEMENT

THIS PRODUCT SUPPLY AGREEMENT (this “Agreement”), effective as of June 15, 2023, is made and entered into between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (“University”), an educational institution domiciled in the State of Louisiana and Marucci Sports, LLC, a Delaware limited liability company (“Marucci”).

WHEREAS, the University fields and maintains a varsity baseball team (the “Team”) and owns all right, title and interest in and to the names, trademarks, service marks, logo graphics and/or symbols, and any other references to Louisiana State University;

WHEREAS, Marucci is engaged in the business of (a) manufacturing and selling baseball and softball bats and related baseball and softball products, equipment and merchandise used by professional and amateur athletes, as well as collegiate and youth programs throughout the United States and (b) creating baseball/softball related content to be distributed through various social media, internet and other media outlets;

WHEREAS, Marucci desires to have the coach(es) and all members of the Team use certain baseball products, equipment and merchandise; and

WHEREAS, the parties are entering into this Agreement to set forth the terms and conditions of such relationship.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by both parties, the parties do hereby covenant and agree as follows:

1. Product Supply Obligations. During the term of, and subject to the conditions set forth in, this Agreement, Marucci agrees to supply annually at no cost to the University, the products and equipment provided for in Exhibit A (collectively, the “Supplied Product”). Any additional products purchased outside of the Supplied Product will be sold to the University at tier 1 college pricing. The University further agrees that all Supplied Product shall be used solely in accordance with the terms of this Agreement and the rules of the University, the Southeastern Conference, and the NCAA. The University agrees not to sell or permit the sale of any of the Supplied or Purchased Products. The quantities of Supplied Products as provided for in Exhibit A may be adjusted upon mutual written agreement of the parties.
2. Term of Agreement; Renewal. Unless sooner terminated as herein provided, the initial term of this Agreement shall be for the period of 5 years commencing on the date hereof, with revision after the completion of each season, if needed. Thereafter, the term of this Agreement may be renewed for up to two consecutive one-year periods by the parties pursuant to a writing signed by both parties.

3. Returned Bats. The maximum amount of bat returns honored by Marucci in each year of the agreement shall be limited to the number of bats purchased by or given to the University in its initial order in such agreement year.
4. Exclusive Use. During the term of this Agreement, the University hereby agrees that:
 - a. it shall, at its baseball facility during the baseball season and the baseball camp seasons, require every student athlete on the Team to EXCLUSIVELY use the Supplied Products during practice, competition, summer camps and participation in connection with, as part of, or in preparation for any event, game or public appearance; provided, however, that (1) if a specific type of product is not part of the Supplied Products, such product may be purchased from another manufacturer, supplier or third party and (2) nothing shall preclude or limit the use of apparel and equipment of a type different than the Supplied Products;
 - b. the head coach, assistant coaches and staff of the Team will provide exclusively to Marucci consultation, advice, field-testing, product research and development, evaluation, and input with respect to the Supplied Products in accordance with conference and NCAA rules and regulations, and will not consult, field-test, evaluate or provide any information to any competitor of Marucci regarding any products or equipment similar to the Supplied Product; provided, however, that the foregoing shall not apply to any equipment or products of any type not included in the Supplied Product.
5. Use of Marucci Signage, Marks, and Logos.
 - a. During the term of this Agreement, the University hereby agrees that it shall, as mutually agreed upon, display Marucci signage (artwork provided by Marucci as well as costs to produce) in LSU Baseball facilities during the baseball seasons and the baseball camp seasons. Specific signage locations will be determined by the head coach or his/her representative and by LSU Athletics Administration. Signage will only be placed in areas and at events for which LSU Athletics does not have an existing conflict with another sporting goods manufacturer. All signage will be presented to the University for approval prior to printing.
 - b. Marucci represents and warrants that it is the owner or otherwise has the legal right to use the name "Marucci," the word "Marucci" and various other trademarks owned or controlled by Marucci (collectively, the "Marucci Marks"). No license or permission to use the Marucci Marks is granted except as provided under this Agreement. The University agrees that any goods provided by Marucci under this Agreement will be used in accordance with the

terms of this Agreement and shall not be sold, delivered, or conveyed to any unaffiliated third party, except with the written consent of Marucci.

6. Use of University's Name, Marks, and Logo; Use of Name and Likeness of Head Coach.¹

- a. During the term of this Agreement, Marucci shall have the right without any additional fee or other payment to the University, to use the name, marks and/or logo of the University, the University's NCAA compliant images of the Team using the Supplied Product, and the name and likeness of the head coach of the Team (so long as employed by the University) in published material. Any and all use of University marks must be sent to and approved by LSU Athletics Administration prior to use. The University hereby represents that it has the right to assign to Marucci pursuant to this Agreement such right of use of the name and likeness of the head coach of the Team (so long as employed by the University).
- b. During the term of this Agreement, Marucci shall have the right to use for advertising and publicity purposes the fact that the coach(es) and the Team exclusively uses the Supplied Product.
- c. Under no circumstances shall Marucci make any use of University's name, marks, or logo without the prior written consent of the University, which consent shall not be unreasonably withheld.
- d. The University grants Marucci the right to use the University's official game baseball field at least once per year for uses mutually agreed upon by the parties, including, but not limited to, sales presentations, photo shoots or baseball-related product tests. Use of the University's official game baseball field will be for a mutually agreeable length of time, but not less than four (4) hours, on a mutually agreeable date.
- e. During the term of this Agreement, Marucci shall have the right without any rental fee or other payment to use the University's official game baseball field for the Marucci World Series Opening Ceremony, as well as South Stadium Club for the Coach Reception. Marucci shall pay for staffing, video services, labor, and cleanup that is required by the University to hold the events at the University's facilities.
- f. Subject to applicable University rules, policies and travel procedures and consistent with his baseball coaching schedule, the head coach agrees to assist Marucci with product development and consultation with respect to the construction, design, playing features and other characteristics of Marucci's Products as may now or in the future be developed by Marucci in accordance with conference and NCAA rules and regulations.

- g. Each year for the duration of this Agreement, the head coach shall make a minimum of one (1) promotional appearance on behalf of Marucci. As permitted by his baseball coaching schedule, the head coach shall use best efforts to make such promotional appearance before such audience on such date and in such location as requested by Marucci; provided, however, that Marucci shall reimburse the University for all necessary and reasonable expenses incurred by the University on behalf of the head coach, in connection with such promotional appearances.
- 7. Social Media. The University agrees to cause the head coach or his representative to “Like” and “Follow” Marucci’s official Facebook, Twitter and Instagram accounts and tag/mention those accounts when making reference to such accounts.
- 8. Post-Season Incentives: Team post-season incentives are non-cumulative.
 - a. If Team receives a NCAA Regional bid, Team will receive \$5,000 in Marucci or Victus products at MSRP/MAP Pricing for the following season, and to be used in accordance with the terms of this contract.
 - b. If Team advances to NCAA Super Regional, Team will receive \$7,500 in Marucci or Victus products at MSRP/MAP Pricing for the following season, and to be used in accordance with the terms of this contract.
 - c. If Team advances to the NCAA College World Series, Team will receive \$10,000 in Marucci or Victus products at MSRP/MAP pricing for the following season, and to be used in accordance with the terms of this contract.
- 9. Delivery. Marucci shall deliver the Supplied and Purchased Product to the University on or before the date designated by the University of each year during the term of this Agreement. The cost of delivery will be borne by Marucci. Products will be shipped to the delivery address designated by the University.
- 10. Inspections and Claims. Any claim asserted by Louisiana State University with respect to the Supplied Product delivered hereunder not conforming to applicable specifications or otherwise shall be made in writing by the University to Marucci within 7 days after receipt of the Supplied Product which is the subject matter of the claim, or such claim shall be deemed to have been waived. The University shall set aside any objectionable Supplied Product for inspection by Marucci, and shall give Marucci an opportunity to conduct an adequate investigation. No claim shall be allowed for defects in quality unless made within 7 days after delivery. The University’s exclusive remedy shall be replacement of the defective Supplied Product. Marucci shall be deemed to have allowed and consented to each such claim unless within 7 days following Marucci’s receipt of notice of such claim Marucci notifies the University in writing that Marucci disputes such claim and sets forth in reasonable detail the basis for the dispute.

11. Indemnification. Each party hereto agrees to defend, protect, indemnify and hold the other, its officers, directors, partners, agents and employees harmless from and against any and all losses, liabilities, claims, suits, judgments, demands, costs, damages, expenses (including reasonably attorney's fees) arising from the willful act, fault, omission or negligence of the indemnifying party or of its agents, contractors or employees in performing its obligations under this Agreement; provided, however, that neither party hereto shall be liable to the other for any punitive or consequential damages.
12. Default. In the event of material breach of this Agreement by either party, including default in payment, which is not cured within 30 days following receipt of notice of such default by the party alleged to be in default, in addition to any other remedies herein or provided by law, the non-defaulting party at its option may terminate this Agreement and shall have no further obligation to perform any of the non-defaulting party's obligations under this Agreement, but the defaulting party shall remain liable to the non-defaulting party for any damages sustained by the non-defaulting party, subject to the terms of this Agreement.
13. Termination.
- a. In the event that the Team is placed on probation or given a more senior penalty by the NCAA or any conference with which the University is affiliated during the term of this Agreement, Marucci shall have the right to terminate this Agreement upon written notice to the University.
 - b. In the event the head coach's conduct (whether on or off the baseball field) shall be deemed by Marucci, in its good faith determination, to be criminal, immoral, offensive or to otherwise tarnish or disrespect Marucci's reputation and brand as a result of its association with the head coach, Marucci shall have the right to terminate this Agreement upon written notice to the University.
 - c. The University shall have the right to terminate this Agreement for cause if, after written notice, Marucci has not cured a failure to comply with a requirement of this Agreement within 30 days.
14. Bankruptcy, Receivership, etc. In the event of the adjudication of either party as bankrupt, or the appointment of a receiver or liquidation for either party which shall remain undischarged for 90 days after such appointment, or of the making by either party of an assignment for the benefit of creditors, the other party shall have the right to terminate this Agreement forthwith but without waiving thereby its right to recover any damages to which it may be entitled hereunder.
15. Confidentiality.
- a. To the extent permitted by law, the parties agree that they will maintain this Agreement and its terms in confidence except (i) as necessary to perform the

parties' obligations under this Agreement, and (ii) as permitted with the written permission of the other party.

- b. The University shall keep confidential all information of a proprietary nature owned by Marucci and shall only disclose such information if required by law or order of a court of competent jurisdiction.
- c. This section and any confidentiality obligation on the part of the University is subject to the Louisiana Public Records Law, La. R.S. 44:1, et seq.

16. Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. No party, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed, may assign its rights or obligations hereunder to any other person or entity; provided, however, that Marucci may, without such consent, assign this Agreement, only in whole to (i) an entity that acquires all or substantially all of Marucci's assets or (ii) the successor entity resulting from any merger or consolidation of Marucci with or into such entity; provided, further, however, that in connection with such assignment the assignee assumes all obligations of Marucci arising on or after the effective date of the assignment and agrees to become a party to this Agreement. Any purported assignment in violation of this Section 16 shall be void.

17. Excused Performance. In the event that the performance of any terms or provisions of this Agreement (other than payment in accordance with Sections 3 and 4) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state or federal, or because of riots, war, acts of terrorism, public disturbances, unavailability of materials meeting the required standards, strikes, lockouts, differences with workmen, fires, floods, storms, Acts of God or any other reason whatsoever which is not within the control of the party whose performance is interfered with (collectively, a "Force Majeure") and which, by the exercise of reasonable diligence, such party is unable to prevent, either party may suspend performance of the interfered with obligations (other than payment in accordance with Sections 4 and 5) during the period such interference continues, and extend any due date or deadline for performance by the period of such delay. If a Force Majeure continues for more than 90 days, either party may terminate this Agreement in its entirety after payment of all payments due under this Agreement as of the date of termination.

18. Notices. Any notice, consent, approval or election authorized or required by this Agreement shall be effective only if in writing hand-delivered to the party who is the intended recipient thereof or sent by United States registered, certified mail, return receipt requested, or Federal Express (signed receipt required) addressed to the other party as follows:

If to Marucci:

Marucci Sports, LLC
5818 McCann Drive
Baton Rouge, Louisiana 70809
Attn.: Kurt Ainsworth

If to Louisiana State University:

Louisiana State University Baseball
Alex Box Stadium at Skip Bertman Field
Nicholson Drive Extension
Baton Rouge, LA 70820
Attn: Jay Johnson

With a copy to:

Office of General Counsel
Louisiana State University
3810 W. Lakeshore Drive, Suite 124
Baton Rouge, LA 70808

19. Representations of Authority. By the execution of this Agreement, each party represents to the other that it is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was formed and in which it presently conducts business, and that the person signing this Agreement on its behalf has due authorization to do so.
20. Relationship of Parties. This Agreement does not constitute and shall not be construed as constituting an employer/employee, partnership or joint venture relationship between the University and Marucci.
21. Governing Law. This Agreement shall be governed by the laws of the State of Louisiana.
22. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall have the right to assign this Agreement without obtaining the other party's prior consent thereto, which may be withheld by such party in its sole discretion.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings (oral or written) between the parties. This Agreement may be modified only by writing signed by both parties where such writing specifically refers to this Agreement, and clearly evidences the parties' intent to amend this Agreement. For the avoidance of doubt, this Agreement will govern all orders and

deliveries of Supplied Product and Excess Product to the University by Marucci from time to time, and to the extent of any conflicts or inconsistencies between the terms of this Agreement and any purchase order or other document (or email) delivered to Marucci, the terms of this Agreement shall control.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officers as of the date first above written.

MARUCCI SPORTS, LLC

By: 
Name: Kurt Ainsworth
Title: CEO

**BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY
AND AGRICULTURAL AND
MECHANICAL COLLEGE**

By: 
Name: Kimberly J. Lewis
Title: Executive Vice President of Finance
and Administration & Chief
Administrative Officer



LOUISIANA STATE UNIVERSITY PACKAGE SUMMARY (Exhibit A)

60	Marucci or Victus inline BBCOR Bats	100	Pair Stock Batting gloves (fall)
200	Lizard Skins Bat Grips	100	Custom Souvenir Bats (Compliance)
60	Custom Wood Bats	12	Youth Demo Bats for Camp
400	Pair Custom Marucci Batting Gloves	24	Dozen Softcore Baseballs for Camp
90	Custom Fielding Gloves (Including Mitts for Pitchers)	4	Sets Stock Youth Catchers Gear for Camp
75	Batting Helmets	18	Stock Youth Helmets for Camp
75	Marucci Wheeled Travel Bags	1500	Decorated Camp T-Shirts
75	Marucci Bat Packs	150	Marucci Branded T-Shirts
75	Marucci Duffel/Field Bags	150	Marucci Trucker Hats
12	Sets of Custom Catchers Gear	100	On Deck Accessories
24	Ball Buckets/Ball Bags	24	Pro Rosin Bags
10	Marucci Batting Tees	40	Marucci Leg Guards
10	Aluminum Fungos	40	Marucci Elbow Guards
10	Custom Wood Fungos	40	Marucci Sliding Mitts
60	Pair of Marucci Sunglasses	30	Diamond Girl Backpacks
10	Coaches Skull Caps	200	Diamond Girl Decorated Apparel
48	Custom Wood Training Bats	30	Diamond Girl Batting Helmets
24	Custom Training Mitts/Gloves	100	Field Crew Decorated Apparel
1	Team Bat Fitting in Performance Lab		
1	\$10,000 Merch Account at Tier 1 College Pricing		

TOTAL RETAIL VALUE: \$374,500.00

There is a special team pricing guide attached for any additional items purchased outside of the supplied product.