



ATHLETE TRAVEL MASTER SERVICE AGREEMENT

Updated: April 1, 2025

PLEASE READ THIS MASTER SERVICE AGREEMENT (“MSA”) CAREFULLY BEFORE SIGNING ANY CORRESPONDING STATEMENT OF WORK (“SOW”) WITH ATHLETE TRAVEL, LLC (“COMPANY”). BY SIGNING ANY SOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS MSA AND SOW, AND THIS MSA AND ALL ACCOMPANYING SOWS ARE TO BE READ TOGETHER AND WILL FORM THE “AGREEMENT” BETWEEN COMPANY AND CUSTOMER (DEFINED BELOW). IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS MSA, THEN YOU SHOULD NOT SIGN ANY RELATED SOW.

This MSA is a legal agreement between Company and any entity who executes an SOW with Company (“Customer”). The effective date of this MSA shall be the same date on which the Customer signs its first SOW (“Effective Date”). The terms of this MSA may be modified by Company from time-to-time, and with written notice being provided to Customer of the same.

1. **Introduction.** It is understood that Customer organizes a number of youth sports tournaments, clinics, and related events throughout the U.S. (“Customer Events”), and seeks the services of Company relating to such Customer Events; namely, provided travel and lodging assistance and support, and as further detailed in any accompanying SOW(s).
2. **Company Services and Deliverables.** Under the Agreement, Company shall provide services to Customer as described in any accompanying SOW, which may be amended from time-to-time by mutual written agreement of the parties.
3. **Financial / Compensation Terms.** The financial and compensation terms under the Agreement shall be as described in any accompanying SOW, which may be amended from time-to-time by mutual written agreement of the parties.
4. **Taxes.** Customer will be responsible for all applicable taxes (if any) (including sales, use, excise, value added, and gross receipts but not including taxes based on Company’s income or capital), import duties and fees and charges of any kind levied or imposed by any federal, provincial, state or local governmental entity for any fees or compensation provided under the SOW. Customer agrees that if any of the foregoing taxes are applicable and such taxes or related charges are paid by Company, Customer will reimburse Company for the amount paid by Company.
5. **Exclusivity.** During the Term of the Agreement, Customer shall *exclusively* use Company for the services listed in the applicable SOW for all Customer Events.
6. **Trademark Cross-License.** During the Term of the Agreement, and for the limited purpose of carrying out the Parties’ respective responsibilities and obligations herein, each party hereby grants to the other party a non-exclusive, non-transferable license to display, publish and use the granting party’s trademarks, trade names and/or service marks (collectively “Marks”). The parties agree to take direction from the other party concerning the format and use of the granting party’s Marks, and any goodwill or benefit that comes from use of a party’s Marks shall inure to the benefit of that party.
7. **Term; Termination.**
 - a. **Term.** The Agreement shall commence on the Effective Date and shall continue for the period identified in each SOW (“Term”).



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b. Termination.

i. By Either Party. Either party may terminate the Agreement: (1) upon material breach by either Party, and failure of such party to cure within thirty (30) days written notice of breach; or (2) in the event the other Party: (A) terminates or suspends its business; or (B) becomes subject to an insolvency or bankruptcy proceeding; or (C) becomes subject to direct control by a trustee, receiver or similar authority.

ii. By Company. Company may terminate the Agreement upon ten (10) days written notice to Customer in the case it is determined by Company, in their sole discretion, that Customer has violated the exclusivity provision in Paragraph 4 (Exclusivity) above.

c. Effect of, and Procedures on, Termination. Upon termination of the Agreement, for any reason, or expiration of the same, the following procedures shall be followed:

i. to the extent there are any outstanding commissions owed to Customer, Company shall pay such commissions within sixty (60) days from termination of the Agreement.

ii. unless otherwise stated herein, all licenses, rights and obligations of the parties under the Agreement shall immediately cease;

iii. to the extent applicable, the parties shall return to each other (or destroy at the other party's request) all Confidential Information and materials belonging to the other party;

d. Survival. The obligations and the rights of the parties under the following sections of this MSA shall survive expiration or termination of the same: 7c. (Effects of and Procedure on Termination); 8 (Non-Solicitation; Non-Circumvention); 9 (Representations and Warranties); 10 (Indemnification); 11 (Limitation of Liability); 12 (Confidentiality); 14 (Miscellaneous).

8. Non-Solicitation; Non-Circumvention. During the Term and for a period of two (2) years following the termination of the Agreement, and unless otherwise agreed to in writing by Company, Customer shall not, directly or indirectly, for itself or on behalf of any other person: (a) solicit for employment or otherwise induce, influence or encourage to terminate employment anyone employed by Company, or employ or engage as an independent contractor, any current employee of Company; or (b) solicit business from (or induce, influence or encourage them to alter, terminate or breach its contractual or other business relationship with Company) any Company client, customer, team, club, league, business partner, hotel, vendor, or other third party with whom Company does, or is actively soliciting its, business; or (c) circumvent Company, or any of its representatives, by communicating or conducting business with any of Company's clients, customers, teams, clubs, leagues, business partners, hotels, vendors, or other third party with whom Company does, or is actively soliciting its, business. Customer acknowledges and agrees that (x) a breach or threatened breach by Customer of any of its obligations under this Section would give rise to irreparable harm to Company for which monetary damages would not be an adequate remedy and (y) in the event of a breach or a threatened breach by Customer of any such obligations, Company shall, in addition to any and all other rights and remedies that may be available to Company at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Customer agrees that they will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section



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9. **Representations and Warranties.** Each party represents and warrants to the other party that: (a) it has the right to enter into the Agreement and the right to grant the rights and licenses granted herein; (b) it is not a party to any agreement, contract, or understanding that would prevent, limit or hinder its performance of the Agreement; (c) during the Term, it will not enter into any contract, agreement or understanding which is in conflict or which would interfere with the full and complete performance of any of the duties or grants hereunder; and (d) it is not a party to any pending claims or litigation which might affect its performance of the Agreement.

10. **Indemnification.**

a. Each party, including its directors, officers, employees and agents (collectively, an “Indemnifying Party”) shall indemnify, defend and hold harmless the other Party, including its affiliates, and each of their directors, officers, employees and agents (collectively, the “Indemnified Party”), from and against all third-party claims, suits and proceedings and any and all related liabilities, losses, expenses, damages and costs (including, without limitation, reasonable attorneys’ fees) (collectively, “Losses”) incurred by the Indemnified Party, relating to or arising out of the breach by the Indemnifying Party of any of its duties, obligations, representations or warranties under the Agreement, or intentional misconduct or gross negligence by the Indemnifying Party.

b. An Indemnified Party will (i) promptly notify the Indemnifying Party of any claim, suit, or proceeding for which indemnity is claimed (but the Indemnifying Party shall be relieved from liability only to the extent any delay in providing such notice prevents the Indemnifying Party from defending such claim, suit or proceeding); (ii) cooperate reasonably with the Indemnifying Party at the Indemnifying Party’s expense; and allow the Indemnifying Party to control the defense or settlement thereof. The Indemnified Party will have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

11. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE), WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF THE PARTY OR A PARTY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. **Confidentiality.** Each party acknowledges that in the course of performing the Agreement it may have access to confidential or trade secret information of the other (“Confidential Information”). Such Confidential Information may relate to the other party’s present and planned business or products, marketing plans, sales and distribution strategies, and other financial information. Each party agrees that it will not use, except for the benefit of the other party, publish, or otherwise disclose in any way to any person, firm or corporation (other than its own employees and agents who have a need to know such Confidential Information for the purposes of the Agreement and who are under an appropriate obligation of confidentiality) any Confidential Information of the other party. The above restriction will not apply to any information that (i) is rightfully known to or in the rightful possession of the receiving party as of the date of its disclosure by the disclosing party, (ii) is in the public domain through no fault of the receiving party, (iii) lawfully becomes known to the receiving party from third parties who are not under an obligation of confidentiality with the disclosing party, (iv) is independently developed by the receiving party without use of the disclosing party’s information, or (v) is required to be disclosed in response to a valid order by a court or other governmental body, provided that the receiving party gives the other party prior written notice of such required disclosure in order to permit the other party to seek confidential treatment of such information. This provision shall survive the termination or expiration of the Agreement for five (5) years thereafter.



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13. **Insurance.** The parties agree to maintain appropriate insurance (including, any insurance coverage required by law) to cover their respective risks and obligations under this relationship with coverage amounts commensurate with levels in their respective markets, and to name the other party on such insurance policy.

14. **Miscellaneous.**

a. **Relationship of Parties.** The relationship of the parties to each other are that of independent contractors, and neither party, regardless of their responsibilities and rights herein, shall be considered an employee of the other party. The Agreement does not constitute, and it shall not be construed as constituting, a partnership or joint venture or grant of a franchise between the parties, and unless otherwise agreed to in writing no party shall have the right to bind the other party to any obligations to third parties. No party shall make any statement, whether on its websites or otherwise, that reasonably would contradict the statements in this paragraph.

b. **Governing Law; Venue; Dispute Resolution.**

i. **Governing Law.** The Agreement shall be governed by the laws of the State of California without regard to principles of conflicts of law.

ii. **Venue.** To the extent emergency equitable or injunctive relief is required, the parties hereby consent to being subject to personal jurisdiction of the state and federal courts located in San Diego, California, and shall not dispute jurisdiction or venue related thereto.

c. **Dispute Resolution.** Any dispute concerning the subject matter of the Agreement, or the breach, termination or validity thereof (a "Dispute") will be settled exclusively in accordance with the procedures set forth below.

i. Except for situations requiring emergency equitable or injunctive relief, the party seeking resolution of a Dispute will first give notice in writing of the Dispute to the other party, setting forth the nature of the Dispute and a concise statement of the issues to be resolved. The parties will have three (3) months from the date of notice to attempt to settle the Dispute.

ii. If, and to the extent that, any Dispute has not been settled within three (3) months of notice, the Dispute shall be handled through non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS") or other mutually agreeable dispute resolution service. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either party commencing arbitration proceedings pursuant to the paragraph immediately below.

iii. In the event that mediation is unsuccessful as described above, the parties hereby agree to submit any and all disputes relating to the Agreement to private and confidential arbitration, in accordance with the JAMS Arbitration Rules & Procedures in effect at that time, except as modified herein, and that neither party will bring any claim in court except for claims for emergency equitable or injunctive relief. The arbitration tribunal ("Panel") shall consist of three (3) arbitrators. The arbitration shall take place in San Diego, California, or as otherwise agreed to between the parties. The Panel shall not have the power to modify any of the provisions of the Agreement. The decision of the Panel shall be final and binding on all parties to the Agreement, and judgment thereon may be entered in any court having jurisdiction. The party initiating the arbitration shall advance the Panel's fees and all costs of services provided by the Panel and arbitration organization. However, all the costs of the arbitration proceeding or litigation to enforce the Agreement, including attorneys' fees and costs, shall be paid as the Panel or court awards in accordance with applicable law. The parties hereby waive any right to a jury trial on any dispute or claim covered by the Agreement. The arbitration proceeding and award, if any, shall be deemed confidential, except as necessary in connection with a judicial challenge to or enforcement of an award, or unless otherwise required by law or judicial decision. The Panel shall draft any award so as to preserve the confidentiality



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of the terms of this and the underlying allegations. The Panel shall issue orders to preserve the confidentiality of the evidence presented at said arbitration.

d. Equitable Relief. The parties agree that any breach of either of the party's obligations regarding trademarks, service marks or trade names, and confidentiality may result in irreparable injury for which there may be no adequate remedy at law. Therefore, in the event of any breach or threatened breach of a party's obligations regarding trademarks, service marks or trade names, and confidentiality the aggrieved party will be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction.

e. Attorneys' Fees. If a party fails to perform any of its obligations under the Agreement or if dispute arises concerning the meaning of any provision of the Agreement, then the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay the reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including court costs and reasonable attorneys' fees.

f. No License Granted. Other than the express licenses granted herein, nothing in the Agreement is to be construed as granting a license (express or implied) to either party.

g. Force Majeure. No failure or omission by either party in the performance of any obligation under the Agreement shall be deemed a breach of the Agreement or create any liability if the same arises on account of force majeure, which term shall include any event or cause beyond the control of either party, as the case may be, including but not restricted to acts of God, acts or omissions of any government, or agency thereof, rebellion, insurrection, riot, sabotage, invasion, viral or bacterial outbreaks or epidemics, quarantine, restrictions, strike, lock out and transportation embargoes, provided that the party relying on this paragraph shall forthwith after any such event give written notice to the other party of its inability to perform such obligation and the reasons therefore. If force majeure continues for a period of more than three (3) months, without the parties hereto being able to develop an alternative satisfactory arrangement, then either party has the option of immediately terminating the Agreement.

h. Assignment. This Agreement is personal to Customer and may not be assigned or transferred (whether by operation of law or otherwise) by Customer without Company's prior written consent. Company may freely assign the Agreement without the consent of Customer. Any assignee shall assume all obligations and responsibilities of the assigning party under the Agreement. Any attempted assignment in violation of this Paragraph shall be void and of no effect.

i. Legal Counsel Review. Each party to the Agreement represents and warrants to each other party that such party has read and fully understands the terms and provisions hereof, has had an opportunity to review the Agreement with legal counsel (or chose not to), and has executed the Agreement based upon such party's own judgment and advice of independent legal counsel (if sought).

j. Further Acts. Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of the Agreement.

k. Successors and Assigns. This Agreement and each of its provisions shall obligate the heirs, executors, administrators, successors, and assigns of each of the parties hereto.

l. Modifications. No modification, amendment, supplement to or waiver of the Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

m. Severability. In the event any provision of the Agreement shall be invalid, illegal or enforceable in any respect, such a provision shall be considered separate and severable from the remaining provisions of the Agreement, and the validity, legality or enforceability of any of the remaining provisions of the Agreement shall not be affected or impaired by such provision in any way.



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n. Headings and Captions. The headings and captions at the beginning of various sections and subsections of the Agreement shall not be construed to be a substantive part of the Agreement and shall not in any way define, limit, expand or affect any provision of the Agreement.

o. Entire Agreement. The Agreement contains the entire understanding between the parties on this subject, and supersedes any prior or contemporaneous written or oral agreements between the parties. There are no other representations, warranties, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of the Agreement.