

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”) is made and entered into at Salt Lake City, Utah this 27th day of March, 2021 (the, “Effective Date”) by and between the University of Utah, a body politic and corporate of the State of Utah, (the “University”) and Craig Smith, an individual, (“Coach Smith”) (collectively, the “Parties”).

RECITALS

A. The Parties desire to formalize the terms and conditions under which Coach Smith shall serve as the University’s Head Men’s Basketball Coach (“Men’s Basketball Coach”).

B. Coach Smith is willing to devote his best efforts and ability to the furtherance of the University’s Men’s Varsity Basketball Program (“Basketball Program”).

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Employment. The University hereby employs Coach Smith and Coach Smith hereby accepts employment as Men’s Basketball Coach for the consideration and upon the terms and conditions set forth in this Agreement.

2. Capacity and Duties.

A. Coach Smith is hereby employed by the University as Men’s Basketball Coach. Coach Smith agrees to undertake and perform properly, efficiently, to the best of his ability and consistent with the standards of the University, all duties and responsibilities attendant to the position of Men’s Basketball Coach. Coach Smith shall devote his best efforts to performing the duties that are incident to this position and that may be assigned from time to time by the University by

agreement between the University and Coach Smith. Coach Smith shall support the overall academic mission, goals, and rules of the Athletics Department and the University.

B. Coach Smith's responsibilities include, but are not limited to, the following:

(1) Supervise assistant coaches, including compliance by such coaches with NCAA and Pac-12 rules and regulations;

(2) Participate in the instruction and coaching of men's basketball student-athletes (collectively, the "Team");

(3) Provide advice and comment to the Athletics Director or designee in the scheduling of games.

(4) Have a thorough knowledge of the rules and regulations governing intercollegiate athletic competition and maintain strict compliance therewith by the program;

(5) Effectively apply experience in recruiting, training and coaching of student-athletes;

(6) Work with media, alumni and civic groups;

(7) Work to integrate sports into the entire spectrum of academic life to complement the University and its mission in the community;

(8) Work within the confines of rules, regulations, guidelines and policies of the University, the Athletics Department, the NCAA and the Pac-12;

(9) Keep public statements complimentary to the athletics program and to the University;

(10) Establish and maintain a frequent and systematic program of personal communication with the University's administration, faculty, staff and student body.

(11) Undertake best efforts, working in cooperation with and support of the University's faculty and administrative officials, to ensure that all student-athletes' academic requirements are met;

(12) Undertake best efforts to enhance the student-athletes' experience and to ensure a positive and safe environment for student-athletes. In this regard, Coach Smith agrees and acknowledges that a background check (including a search for criminal and non-criminal behavior) will be conducted annually.

(13) Be a disciplinarian but remain mindful of student-athlete health and welfare while motivating them to excellence;

(14) Maintain a professional demeanor consistent with the standards of good sportsmanship .

3. Outside Employment. During the Term of this Agreement, Coach Smith shall not engage in any outside employment unless the outside employment is pre-approved in writing by the University, does not violate National Collegiate Athletic Association ("NCAA") or University rules, and is compatible with the mission and image of the University. Approval of outside employment by the University shall not be unreasonably withheld, conditioned or delayed. Coach acknowledges that the University's multi-media rights partner (currently Learfield) holds the right to coordinate third-party and third-party product endorsements by the University, its athletics director and its coaches. Therefore, Coach will not engage in any outside employment involving third-party or third-party product endorsements except as coordinated by

the University's multi-media rights partner. The University shall have no right to receive any part of Coach Smith's compensation from outside employment. Coach Smith shall be entitled to engage in employment discussions with other prospective employers, but shall inform the University's Athletics Director of any serious employment discussions.

4. Term of Employment. The term of this Agreement shall commence on the Effective Date and terminate on the later of March 31, 2027 or the day after the Team's last game of the 2026-2027 season, except as may be terminated herein. Contract Years shall run from April 1 to March 31 of the following calendar year except for the first Contract Year and potentially the last Contract Year.

5. Compensation.

A. Base Salary. As compensation for the services to be rendered under this Agreement, beginning the Effective Date, the University shall pay Coach Smith an annual base salary in the amount of Three Hundred Thousand Dollars (\$300,000) (the "Base Salary"). The Base Salary shall be paid twice monthly in equal installments in accordance with the University's normal payroll schedule and practices.

B. Radio and Television Revenue. As further compensation for the services to be rendered hereunder, beginning Contract Year 2021-2022 (April 1, 2021 – March 31, 2022), the University shall pay Coach Smith additional compensation from radio and television revenue ("Radio and Television Money") in the amount of Five Hundred and Fifty Thousand Dollars (\$550,000) per year. On April 1, 2022, and on April 1 of each year thereafter during the Term, Coach Smith's Radio and Television Money shall increase by Fifty-Thousand Dollars (\$50,000). The Radio and Television Money shall be payable in quarterly installments on or before April 1, July 1, October 1 and January 1.

The Radio and Television Money shall constitute compensation for University pension benefits under Agreement subparagraph 6.A. In exchange for this compensation, Coach Smith shall participate in the television and radio shows scheduled pursuant to the University’s current and future contracts with television and radio stations.

C. Appearance Fees, Public Speaking Engagements, and Fundraising. In addition to the Base Salary and Radio and Television Money, beginning Contract Year 2021-2022 (April 1, 2021 – March 31, 2022), the University shall pay Coach Smith additional compensation for appearances, public speaking and fund-raising activities (“Additional Compensation”) in the amount of Five Hundred and Fifty Thousand Dollars (\$550,000) per year. On April 1, 2022, and on April 1 of each year thereafter during the Term, Coach Smith’s Additional Compensation shall increase by Fifty-Thousand Dollars (\$50,000). This Additional Compensation shall be paid in quarterly installments on or before April 1, July 1, October 1 and January 1. In exchange for this compensation, Coach Smith shall attend Crimson Club luncheons and other Crimson Club activities each year during the Term of this Agreement.

D. Incentive Based Compensation. The University shall pay Coach Smith the following incentive based compensation if the following events, as outlined in the chart below, occur during the Term of this Agreement:

Gross Men's Basketball Ticket Revenue (one of the following):	Incentive Payment
Gate receipts exceed \$2,000,000	\$ 25,000
Gate receipts exceed \$2,250,000	\$ 35,000
Gate receipts exceed \$2,500,000	\$ 45,000
Gate receipts exceed \$3,000,000	\$ 75,000
Pac-12 Regular Season Standings (one of the following):	Incentive Payment
Pac-12 regular season champion or co-champion	\$ 50,000

Top 4 finish (determined by Pac-12 tournament seeding)	\$ 35,000
Pac-12 conference winning record	\$ 20,000
The following bonuses can be cumulative:	
	Incentive Payment
Pac-12 tournament champion	\$ 25,000
NCAA tournament berth	\$ 25,000
NCAA tournament first 4 win	\$ 25,000
NCAA Tournament per win (other than first 4)	\$ 50,000
Conference Coach of the Year	\$ 25,000
National Coach of the Year: Naismith or NABC	\$ 50,000
National Ranking (one of the following):	
	Incentive Payment
National Ranking (Top 25) Any point of season after Jan. 1	\$ 10,000
Finish Top 25	\$ 25,000
Finish Top 10	\$ 50,000
APR bonus (one of the following):	
	Incentive Payment
950	\$ 20,000
970	\$ 30,000
990	\$ 50,000
Total Potential Bonus Payout	\$ 675,000

The bonuses specified above shall be earned when each of the above events occurs. And paid within 30 business days of the date the event occurs. Bonuses are contingent upon Coach Smith’s satisfactory performance of the duties and responsibilities set forth in Paragraph 2 of this Agreement, receipt of a satisfactory rules compliance evaluation from the Athletics Director or Assistant A.D. for Compliance.

E. Deferred Compensation. Beginning in Contract Year 2021-2022, Coach Smith shall receive annually a deferred compensation payment of Fifty Thousand Dollars contributed to a 403b retirement account pursuant to the University’s normal contribution schedule.

F. Retention Bonus. So long as Coach Smith remains employed by the University of Utah pursuant to this Agreement on January 15 of 2025 he shall earn the following retention bonus of One Hundred Fifty Thousand Dollars (\$150,000) paid within thirty (30) days.

6. Benefits.

A. University Benefits. During the Term of this Agreement, Coach Smith shall be entitled to receive the same health, disability, life insurance, sick leave, pension plan, and other welfare benefits that the University presently maintains or may subsequently establish during the Term of this Agreement that are provided to other similarly situated full-time staff members of the University. Coach Smith shall not be entitled to accumulate vacation time under other University policies. The pension benefits will be calculated at the rate allowed by Federal Law based upon all elements of Coach Smith's compensation outlined in Subparagraphs 5 (A) to (D) of this Agreement, to the full extent allowed by IRS regulations. The University shall reimburse Coach Smith for reasonable out of pocket expenses incurred as a result of performing his duties as the Men's Basketball Coach.

B. Automobile. The University, at its sole expense, shall provide to Coach Smith for his use during the Term of this Agreement an automobile that is mutually acceptable to the Parties for use by the Men's Basketball Coach in performing the services to be rendered pursuant to this Agreement. The University shall pay for insurance for this automobile. To obtain and retain this benefit, Coach Smith must maintain a current and valid Utah driver's license, must complete the University Risk Management safe driving course every two years, and must comply with all requirements

listed in the “Auto Insurance Provisions”, “Personal Vehicles”, and “Rental Car Insurance Provisions” sections of the Risk Management website at www.utah.edu/risk_management located under the “Vehicle” tab. The value of this automobile benefit shall be included in Coach Smith’s annual wages for tax purposes.

C. If a courtesy car is not available, a \$600/month car allowance will be provided to Coach Smith. The value of this allowance shall be included in Coach Smith’s annual wages for tax purposes.

D. Spousal/Family Travel. Coach Smith’s spouse and/or dependent children may accompany Coach Smith to the Team’s regular season and post-season games away from Salt Lake City, Utah, if such travel involves chartered aircraft (assuming space is available on a thirty (30) seat plane during the regular season). The fair market value for this benefit is subject to taxation as wages and will be included in Coach Smith’s taxable income.

E. University Tuition Benefit. During the Term of this Agreement, Coach Smith shall be entitled to a 50% undergraduate tuition benefit for his college eligible children for attendance at the University of Utah.

F. Moving Expenses. University shall reimburse Coach Smith for reasonable moving expenses (up to seven percent (7%) of his total compensation). University shall also reimburse Coach Smith for reasonable housing accommodations during his search for permanent housing.

G. Smartphone. The University, at its sole expense, shall provide to Coach Smith during the Term of this Agreement a smartphone that is mutually acceptable to the

Parties for use by Coach Smith in performing the services to be rendered pursuant to this Agreement.

H. Health or Social Club. The University shall provide Coach Smith with a membership (including, if applicable, initiation fees and mandatory dues) in a country club to be mutually agreed upon by the Parties for his use during the Term of this Agreement.

I. Tickets. Upon Coach Smith's request, the University shall provide Coach Smith with up to twelve (12) University men's varsity basketball season tickets. In addition, upon Coach Smith's request, the University shall provide Coach Smith with up to six (6) men's football season tickets in the Rice Eccles Stadium bowl.

J. Summer Basketball Camps. Coach Smith shall be entitled to conduct University of Utah summer basketball camps using University facilities, which shall be provided to Coach Smith at the most favorable rates offered by the University. Coach Smith's rights and obligations with respect to such camps are set forth in the attached addendum (Exhibit A). To the extent that any provisions in Exhibit A conflict with this paragraph, the terms in this paragraph shall govern.

K. Buy Out. On or before June 30, 2021, the University of Utah shall pay Four Hundred Thousand Dollars (\$400,000) to Utah State University ("Utah State") in partial payment for Coach Smith's contractual obligation to Utah State. Coach Smith shall be responsible for the remainder of any financial obligations owed to Utah State upon his departure from that institution. The University intends for this amount to be paid as a reimbursable employee business expense and not considered as compensation. The University understands that payment of this expense is necessary to obtain the services of

Coach Smith and therefore substantially benefits the University. Accordingly, Coach Smith acknowledges that he will not take a deduction for this expense on his personal income tax return. Should this expense be determined to be non-qualified under the University's accountable plan or it is taxed to Coach Smith, the University agrees to address the actual tax impact to Coach Smith resulting from the payment of this expense that allows Coach Smith to cover applicable Federal, state and local income tax needed for the payment made on behalf of Coach Smith to Utah State University. In such case, Coach Smith may claim all deductions allowable under applicable law, including this expense.

7. Official Outfitter Agreement. Coach Smith acknowledges that the University has entered into an official outfitter agreement ("Outfitter Agreement"), currently with Under Armour. The Outfitter Agreement requires/will require the University to grant the outfitter certain rights, and to incur certain obligations, that require Coach Smith's participation and cooperation. These rights and obligations may include but are not limited to the following: 1) an appearance obligation; 2) the obligation for Coach Smith, his staff and the Team to use the outfitter's products; 3) the obligation of Coach Smith, his staff and Team not to use or endorse the products of the outfitter's competitors. Coach Smith agrees to support the University's obligations under the Outfitter Agreement and to take no actions that would cause the University to be in breach of the Outfitter Agreement. Coach Smith acknowledges that the rights and obligations of the Outfitter Agreement may change from time to time and agrees to abide by the terms of any revised or superseding Outfitter Agreement.

The University hereby agrees that Coach Smith may enter into a personal sponsorship agreement directly with the Outfitter and that Coach Smith may receive compensation directly

from the Outfitter for the use of his name, image and likeness in the promotion of the Outfitter and its products. The parties to this Agreement anticipate that the Outfitter will pay Coach Smith Four Hundred Thousand Dollars (\$400,000) (the, “Outfitter Payment”) as compensation for these promotional opportunities and pursuant to the payment schedule included in the Outfitter Agreement. In the event Coach Smith is unable to negotiate an agreement with the Outfitter that provides \$400,000 of compensation to Coach Smith, the University agrees to make up the difference between the annual amount Coach Smith receives from the Outfitter and \$400,000.

8. Termination by University for Cause. Upon the happening of any of the following events and with ten (10) days written notice and an opportunity to meet with the Director of Athletics, the University may terminate this Agreement and Coach Smith’s employment without pay and without any further obligations:

A. A determination by the University, the NCAA, the Pac-12, any other equivalent body, or a court of law of its or their respective rules, regulations, policies or law that Coach Smith has committed a major violation of the constitution, bylaws, rules, or regulations of the University, the NCAA, the Pac-12, or any other rule-making body having jurisdiction over the activities of the Basketball Program.

B. A determination by the University, the NCAA, the Pac-12, any other equivalent body, or a court of law of its or their respective rules, regulations, policies or law that any assistant coach of Coach Smith has committed a major violation of the constitution, bylaws, rules, or regulations of the University, the NCAA, the Pac-12, or any other rule-making body having jurisdiction over the activities of the Basketball Program, and that Coach Smith 1) had directed that such violation(s) occur, 2) had prior knowledge of the violation(s) and failed to take appropriate actions to prevent such

violation(s); 3) failed to timely report such violation(s) to the University after they became known to Coach Smith; or 4) failed to promote an atmosphere of compliance and to monitor his/her staff as required by NCAA Bylaw 11.1.2.1.

C. Any felony conviction of Coach Smith or any plea agreement taken by Coach Smith to felony crime.

D. Any conduct toward student-athletes that is intentionally abusive and/or intentionally or negligently fails to protect the health, safety or wellbeing of the student-athletes.

E. A violation by Coach Smith of a material term or condition of this Agreement that is seriously prejudicial to the reputation and best interests of the University and/or its intercollegiate athletics program.

F. Any other violation by Coach Smith of a material term or condition of this Agreement if not corrected within twenty (20) days from written notice from the Athletics Director.

The University acknowledges and agrees that it is not the intent of the University to terminate this Agreement for Cause for minor or technical violations or breaches of the terms of this Agreement.

9. Termination by University for death or disability. Upon the death or disability of Coach Smith, the University will terminate this Agreement without any further obligations. Disability is defined as the inability to perform the essential duties or functions of the Men's Basketball Coach for a period of greater than six (6) consecutive months and otherwise qualifies Coach Smith for benefits to which he is or would be entitled under any University disability plan for which he is eligible. The determination of disability shall be made by the University in its

sole discretion; however, the University will consult with an independent physician in making this determination. If Coach Smith becomes disabled, he shall continue to receive his salary and benefits for the six month period from the date of disability and, thereafter, shall only be entitled to receive any disability benefits to which he is entitled under any disability program in which he is enrolled.

10. Termination by University without Cause.

A. In the event University terminates this Agreement without cause (other than as provided in paragraphs 8 and 9.A above), University shall pay Coach Smith 100% of the Base Salary (Section 5. A.), Radio and Television Money (Section 5. B.), Appearance Fees, Public Speaking Engagements and Fundraising (Section 5.C.), Deferred Compensation (Section 5. E.) and Outfitter Payments (Section 7) and Incentive Based Compensation earned but not yet paid (collectively, “Total Annual Compensation”) as if the Agreement were not terminated. These sums shall be paid as liquidated damages for Coach Smith’s lost revenue and shall be paid to Coach Smith in monthly installments through the remainder of the Term.

B. The Parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that Coach Smith will lose certain benefits (including health insurance and other benefits set forth in Paragraph 6 above), and may lose additional supplemental compensation and benefits outside of University employment, which damages are extremely difficult to determine with certainty or fairly or adequately. The Parties agree that the liquidated damages provided for are not a penalty but are adequate and reasonable compensation to Coach Smith for any damages suffered because of the termination of this Agreement.

C. Notwithstanding the foregoing damages provisions, Coach Smith agrees to use good faith efforts to mitigate University's obligations to pay damages by making reasonable and diligent efforts to obtain employment as a head or assistant basketball coach. After Coach Smith obtains such employment, University's financial obligations under this Agreement, including damages, shall cease or be limited to the difference between the liquidated damages being paid pursuant to this Agreement and compensation at his new employment.

D. Continued payment of the damages set forth in this section are contingent upon Coach Smith's maintaining a positive public message concerning the University, the Athletics Department, the Basketball Program, and the University's employees. Should Coach Smith engage in disparaging and/or negative public remarks regarding the same after termination of this Agreement, the University's continuing obligation to pay damages under this section shall cease.

11. Voluntary Termination by Coach Smith.

A. In the event Coach Smith voluntarily terminates his employment with the University during the Term of this Agreement, the University shall be discharged of any and all further obligations under this Agreement to Coach Smith. The University shall further be entitled, as its sole remedy, damages only as provided in Paragraph 10.B.

B. Upon Coach Smith's voluntary termination of his employment with the University, Coach Smith, or his subsequent employer, shall pay the University pursuant to the following schedule:

1. Contract Year 1: \$11,000,000
2. Contract Year 2: \$8,500,000;

3. Contract Year 3: \$6,000,000
4. Contract Year 4: \$2,500,000
5. Contract Year 5: \$1,000,000
5. Contract Year 6: \$0.0

The foregoing liquidated damages payments owed by Coach Smith or his subsequent employer shall be reduced by 50% if Mark Harlan is no longer the University's Director of Athletics at the time of termination. Coach Smith shall pay such liquidated damages in lieu of any and all other legal remedies or equitable relief available to the University. This obligation shall be paid in monthly installments and shall be paid over the remaining duration of the Term. The Parties have bargained for and agreed to the foregoing liquidated damages provision, giving consideration to the fact that voluntary termination by Coach Smith prior to the end of the Term may cause the University to incur certain losses and expenses, which damages are extremely difficult to determine with certainty or fairly or adequately. The Parties agree that the liquidated damages provided for are not a penalty but are adequate and reasonable compensation to the University for any damages suffered because of the termination of this Agreement. The University shall have no obligation to mitigate damages if Coach Smith voluntarily terminates his employment with the University.

12. Force Majeure. In the event that 25% or more of the team's regular season games are cancelled as the result of an act of God, act of nature, epidemic/pandemic, war, act of a governing regulatory body (including but not limited to the NCAA or any governing athletic conference), or any other circumstance outside the control of either party (an "Event of Force Majeure"), the University's Athletics department will have the right in University's reasonable sole discretion to reduce Total Annual Compensation in the respective Contract Year by 10% .

Notwithstanding any provision to the contrary in this Agreement, in the event University invokes this section, (i) Coach will receive thirty (30) days' written notice of such compensation reduction and (ii) the provisions of section 7 shall be applied consistent with the Outfitter Agreement, which could result in the reduction of Total Annual Compensation greater than 10% in the Contract Year(s) during which the Event of Force Majeure occurred. Notwithstanding any provision to the contrary in this Agreement, in the event of a furlough of Coach pursuant to this section of this Agreement, no compensation shall be due to Coach for such furlough period, but compensation shall recommence once the furlough has been lifted. Any such furlough shall not change the Termination Date of this Agreement.

13. Termination, Discipline and Appeals. In the event that the University determines to terminate Coach Smith for cause, or to take any other disciplinary action against Coach Smith for violations of this Agreement, NCAA rules, or any other policies of the University, the University will provide written notice of any such violations and of the intended action before such action is taken. Coach Smith may appeal any such discipline or action to the Chief Human Resources Officer or his/her designee by providing the Chief Human Resources Officer or designee with a written statement of his appeal within (5) five business days of the action from which he appeals. The decision of the Chief Human Resources Officer or designee shall be final. The University's general grievance procedures shall not apply to Coach Smith's employment under this Agreement. Coach Smith shall have no right to appeal from a termination without cause or for non-renewal of this Agreement.

14. NCAA Provisions.

A. NCAA Enforcement Provisions Apply. Coach Smith hereby acknowledges that if he violates any NCAA regulation, he shall be subject to disciplinary or corrective

action as set forth in the provisions of the NCAA enforcement procedure. Coach Smith further acknowledges that for any major NCAA infraction he may be suspended for a period of time, without pay, and/or terminated as provided in Paragraph 8 of this Agreement.

B. Annual NCAA Rules Compliance Evaluation. Pursuant to the University's commitment to the NCAA, Coach Smith shall meet during each academic year with the Athletics Director and/or the Assistant A.D. for Compliance and discuss his NCAA rules compliance-related activities for the past year. Coach Smith must receive satisfactory annual NCAA rules compliance evaluations in order to receive any raises or bonus determinations contemplated by this Agreement.

C. Athletically Related Income. Coach Smith is required to receive annual prior written approval from the chief executive officer of the University of all athletically related income and benefits he will receive from sources outside the institution. Coach Smith's request for approval shall also be in writing and shall include the amount and the source of the income. The University shall not unreasonably withhold its approval for the requested athletically related income and benefits. The University will keep this information confidential and will not disclose this information unless required to do so by federal or state law or NCAA regulation.

15. Appearances and Speaking Engagements. Coach Smith shall participate in the television and radio shows scheduled pursuant to the University's contracts with television and radio stations. Coach Smith shall also attend Crimson Club luncheons and at least five other Crimson Club activities each year during the Term of this Agreement. Coach Smith shall be excused from attendance and participation in such events only in the event of family or health

obligations or when Coach Smith has another important University related obligation which conflicts with these events.

16. Miscellaneous.

A. University Policy and Procedure. This Agreement contains the primary understanding between the University and the Coach Smith. However, Coach Smith shall be required to know and abide by any additional and consistent terms of the University's Regulations Library. To the extent that any terms between this Agreement and the Regulations Library conflict, the terms of this Agreement shall govern.

B. Notice. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if personally delivered to the known location of Coach Smith or if Coach Smith's location is not known, then sent by United States mail or fax to the residence of Coach Smith or to the legal representative of Coach Smith's estate with a copy to Coach Smith's agent, Bret Just, at the following address:

Bret Just
WME Sports
121 W Wacker Drive, Ste 2100
Chicago, IL. 60601

C. Entire Understanding. This Agreement embodies the entire understanding between the Parties with respect to the subject matter hereof, and there are no other understandings, arrangements, or agreements between the Parties either oral or written, except as contained in this Agreement.

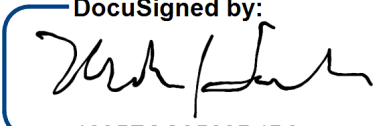
D. Governing Law. This Agreement shall be governed by and construed according to the laws of the state of Utah without reference to choice of law provisions.

The location of any lawsuit brought pursuant to this Agreement shall be Salt Lake County, Utah.

D. Severability. If any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

UNIVERSITY OF UTAH:

DocuSigned by:

By 4635FCC9569D4B9...

Mark Harlan
Director of Athletics

DocuSigned by:

97BD62B0EF02471...

Craig Smith

Exhibit A

Camps and Clinics Addendum

University shall provide Coach with the opportunity to earn additional compensation by conducting on-campus University of Utah clinics, summer camps, or individual lessons (as permitted per NCAA regulations) (hereinafter the "Activity/Activities"). Coach agrees to the following conditions in conjunction with conducting any Activities:

- 1) Coach shall provide the Director of Athletics as much advanced notice of planned Activities as possible and obtain the prior approval of the Director of Athletics or designee for such Activities;
- 2) Coach shall know and follow all University and NCAA rules which will ensure University's and Coach's compliance with NCAA Bylaws related to Activities including, but not limited to, Bylaw 13.13;
- 3) Coach will work closely with the University's Athletics Camp Accountant to assure compliance with all University requirements for Activities including, but not limited to, appropriate hiring and management of personal, criminal background checks, and compliance with University accounting rules;
- 4) Prior to printing and distribution of Activities brochures, drafts shall be provided to the Athletics Compliance Office to ensure proper use of University marks and symbols and ensure compliance with NCAA regulations;
- 5) Coach shall require all participants in any Activities, and/or their parents, to execute an approved Assumption of Risk, Release of Liability, and Consent to Medical Treatment form. All Activity paperwork shall be provided to, and maintained by the Athletics Camp Accountant;
- 6) Coach shall follow University policies regarding scheduling and usage of facilities. Facility rental fees and any other facility charges (e.g., facility damage fees) will be paid by the Athletics Camp Accountant and deducted from Activities profits;
- 7) Within thirty (30) days of the conclusion of an Activity, Coach will meet with the Athletics Department CFO to discuss the accounting for the Activity. Coach will be informed of the net profits for the Activity. Coach and the CFO will mutually agree on the appropriate distribution of the net profits from the Activity (less the amount deducted as provided in Paragraph 8 below). Distribution options may include a payment to the Coach, payments to assistant coaches and/or Activity coaches, placement in the Coach's development account and/or supplementation of the Coach's sports budget. Any payments to individuals shall be treated as regular compensation and normal payroll deductions shall apply.
- 8) University will retain 7% of the net Activity profits to cover any delayed expenses from the Activity. At the end of 90 days following the Activity, University will retain 3% of the net Activity profits and pay any remaining funds to Coach. The 3% retained will be applied toward Activity Expenses in the following year.