

LICENSEE STANDARD TERMS

I. Introduction

The NFL Players Association and NFL Players Incorporated (collectively referred to herein as “NFLPA”) are committed to conducting their business affairs in a socially responsible and ethical manner consistent with their respective missions. In furtherance of this commitment, the NFLPA requires that all licensees of NFLPA licensed product adhere to the following Licensee Standard Terms (the “**Terms**”).

II. Application

These Terms shall apply to all Licensees and Licensee Affiliates. “**Licensee**” shall include any person or entity who has entered into a written license agreement with NFLPA (“**License**”). “**Licensee Affiliates**” shall include Licensee’s parent organization, subsidiaries, affiliates, officers, directors, agents, contractors, subcontractors, manufacturers, or any other related entities throughout the world which create, produce, assemble, package, distribute, promote and/or sell materials pursuant to the License (“**Licensed Products**”). As a condition of being permitted to produce and/or sell Licensed Products, each Licensee must comply, and shall cause all Licensee Affiliates to comply, with these Terms and the NFLPA’s Online Distribution Policy which is fully integrated into these Terms and may be found here: <https://www.nflpa.com/players/nfl-players-inc-online-distribution-policy>. Further, by entering into a License with NFLPA, Licensee represents that it is in compliance with these Terms. If NFLPA determines, in its sole discretion, that Licensee has failed to comply with these Terms, then NFLPA may either terminate the License or require that Licensee implement a corrective action plan on terms acceptable to NFLPA.

III. Standards

Licensee and Licensee Affiliates agree to operate work places and contract with companies whose work places adhere to the standards and practices described below.

1. **Legal Compliance.** Licensee and Licensee Affiliates must comply with all applicable legal requirements of the jurisdiction in which it conducts its business and business related to or involving the creation, production, assembly, packaging, distribution, promotion and/or sale of Licensed Products. Where there are differences or conflicts with the Terms and the laws of the jurisdiction, the higher standard shall prevail. Licensed Products shall not be manufactured or produced in any manner that is inconsistent with these Terms.
2. **Ethical Principles.** Licensee and Licensee Affiliates must conduct their businesses in adherence to a set of ethical standards which are compatible with those of the NFLPA. These include but are not limited to honesty, integrity, trustworthiness, and respect for the unique intrinsic values of each human being.
3. **Protection of Intellectual Property.** Licensee and Licensee Affiliates shall respect the intellectual property rights of the NFLPA and safeguard all proprietary and confidential material from NFLPA, including any artwork developed for Licensed Products by Licensee and Licensee Affiliates. Licensee and Licensee Affiliates shall manage technology and data in compliance with all applicable laws and regulations.
4. **Employment Standards.** Licensee and Licensee Affiliates shall comply with the following employment standards:
 - A. **Wages and Benefits:** Licensee shall pay employees, at a minimum, wages and benefits which comply with all applicable laws and regulations of the jurisdiction in which Licensee conducts its business, and which provide for essential needs and establish a dignified living wage for workers and their families. A living wage is a “take home” or “net” wage, earned during a legal maximum work week and provides for the basic needs (housing, energy, nutrition, clothing, health care, education, potable water, childcare, transportation, savings, etc.).
 - B. **Working Hours:** Licensee must not exceed prevailing local work hours in the jurisdiction where its business is conducted, except with respect to lawful and appropriately compensated overtime. In any event, Licensees must not require more than sixty (60) hours per week on a regularly scheduled basis, and all overtime hours

must be on a voluntary basis.

- C. *Child Labor:* The use of child labor is not permissible in any circumstance. Workers must be at least fourteen (14) years of age unless the laws of the applicable jurisdiction where the work is to be performed requires a higher legal minimum working age.
- D. *Forced Labor:* The use of forced labor and prison labor is not permissible in any circumstance. Labor supplied by prisoners working within the United States pursuant to a lawfully authorized work program sponsored by the U.S. government or State government will only be permissible if the Licensee obtains NFLPA's prior written consent.
- E. *Freedom of Association and Collective Bargaining:* Licensee shall recognize and respect the right of employees' freedom of association and collective bargaining. No Licensee shall harass, intimidate, or retaliate against employees who freely associate or bargain collectively. Licensees shall not cooperate with governmental agencies and other organizations that prevent workers from organizing a union of their choice. Licensee shall allow union organizers free access to employees. Licensee shall recognize the union of the employees' choice.
- F. *Health and Safety:* Licensee must provide workers with a safe and healthy work environment. The health and safety of workers is subject to Title 29 CFR of the Federal Terms of Regulations, enforced by Federal OSHA (Occupational Safety and Health Administration).
- G. *Nondiscrimination:* No person shall be subject to any discrimination by Licensee with respect to hiring, salary, benefits, advancement, discipline, termination or retirement, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, social or ethnic origin, or otherwise. Further, Licensee will ensure all women workers receive fair and equal treatment, remuneration, benefits, evaluation of the quality of their work, and an equal opportunity to fill all positions open to male workers. Women on maternity leave will not face dismissal nor threat of dismissal, loss of seniority or deduction of wages, and will be able to return to their former employment at the same rate of pay and benefits. Women will not be forced or pressured to use contraception, or be subject to pregnancy tests as a condition of employment.
- H. *Harassment or Abuse:* Licensee shall treat all employees and persons involved in the creation, production, assembly, packaging, distribution, and/or sale of Licensed Products with dignity and respect. In no event shall Licensee cause or permit any person to be subject to any physical, sexual, psychological, or verbal harassment or abuse.
- I. *Legal System:* Licensed Products bearing the name, trademarks, or images of NFLPA shall not be manufactured or produced in any jurisdiction where the legal system would prevent NFLPA from adequately protecting its name, trademarks, images, or other interests, or from implementing any provision of these Terms.
- J. *Political, Economic, Social Environment:* Licensed Products shall not be manufactured or produced in any jurisdiction where the political, economic, or social environment would threaten NFLPA's reputation and/or other interests.

IV. Sales Guidelines

All materials created pursuant to the License or in connection with the Licensed Products are subject to review and approval by NFLPA prior to use. NFLPA in its sole discretion, retains the right to disapprove any materials deemed to suggest an endorsement by the NFLPA and/or NFL players, or that reflects unfavorably upon the NFLPA and/or NFL players. Specifically, the NFLPA retains the right to disapprove any materials that promotes or otherwise references certain prohibited categories, including, but not limited to:

- A. Illegal products and services
- B. Alcohol and tobacco products

- C. Lotteries/Gambling goods and services
- D. Social cause/issue advocacy
- E. Dietary/Nutritional supplements and products
- F. Other pharmaceuticals

V. Documentation and Inspections

Licensee shall have the responsibility to ensure Licensee and Licensee Affiliates are in compliance with these Terms at all times. Each Licensee and Licensee Affiliate shall maintain documentation as may be needed to demonstrate compliance with the Terms, and shall make the documentation available for NFLPA's inspection upon request. Additionally, upon execution and renewal of any License, selection of any new manufacturing facility which produces Licensed Products, and thereafter upon request from NFLPA, Licensee shall provide to NFLPI the company names, contacts, addresses, phone numbers, e-mail addresses, and nature of the business association for all Licensee Affiliates.

VI. Remediation

In the event Licensee and/or a Licensee Affiliate is non-compliant with the Terms, Licensee shall (1) immediately notify NFLPA of the non-compliance, (2) consult with NFLPA to determine the appropriate corrective action, (3) and take all necessary steps to promptly remedy such non-compliance (which shall be at Licensee's sole cost and expense). If agreement on corrective action is not reached, and/or the corrective action does not adequately correct the violation, NFLPA reserves the right to require that the Licensee terminate its relationship with any Licensee Affiliate that continues to conduct its business in violation of the Terms, and/or terminate the License.