

**THE GATOR COLLECTIVE
ATHLETE AGREEMENT**

This Athlete Agreement, including the Standard Terms and Conditions attached hereto as Exhibit A and the Athlete Expectations attached hereto as Exhibit B (collectively, this "Agreement"), is made and effective as of the date executed by both parties below (the "Effective Date"), by and between The Gator Collective, LLC ("Collective") on the one hand and the individual named below ("Athlete") on the other hand. (Capitalized terms listed on the left below and not otherwise specifically defined will have the meanings corresponding to them on the right below.) Collective and Athlete may each be referred to herein as a "Party" and collectively as the "Parties." In exchange for good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Athlete Information.**

Athlete Name: Jaden Rashada

Athlete Phone: Jaden Rashada

Athlete email: [REDACTED]

Athlete shall be responsible to notify Collective if there are any changes in the above information.

2. **Term.** The term of this Agreement (the "Term") will commence on the Effective Date and expire on December 31, 2026, unless otherwise terminated in accordance with this Agreement.

The Agreement can be renewed or extended, but under no circumstances shall the term extend beyond Athlete's participation in an athletic program at a postsecondary educational institution ("Institution") as defined in section 1006.74, Fla. Stat.

3. **Description of Services.** Athlete shall perform the following services for the Collective (collectively, the "Services"):

- a. A minimum of one (1) Collective-branded Twitter and Instagram post (each, a "Social Media Post", and collectively, the "Social Media Posts") per month, based on and in accordance with any instructions and specifications, compliant with all relevant laws, provided by Collective.
- b. Athlete will participate in a maximum of eight (8) fan engagement events ("Fan Engagement Event") during each year of the Term, for a total of thirty two (32) Fan Engagement Events during the Term. "Fan Engagement Event" includes but is not limited to: a live or recorded interview; a social media interactive event (i.e., Twitter Spaces, Facebook Live); a videoconference; a phone call; a video message; an in-person appearance; or other similar activity. The Fan Engagement Event will be coordinated by Collective, may be recorded, will not exceed two hours in time, and will be conducted either in Gainesville, Florida; via remote technology; or at a location as may be agreed upon by Athlete and Collective.
- c. Athlete agrees to autograph merchandise as requested by Collective. Athlete will not be required to autograph in excess of fifteen (15) items of merchandise during each year of the Term. Items occurring in pairs shall be considered one (1) item.
- d. During the Term, Athlete will like/follow Collective's social media channels.

4. **Fee.** Subject to Athlete's compliance with the terms and conditions of this Agreement, and in exchange for providing the services set forth herein (the services specified in Section 3 of this Agreement), Athlete will be entitled to the following fee, inclusive of any agent, broker, or commission fees, if applicable (the "Fee"):

- a. An initial payment of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00), payable on or before December 5, 2022.

- b. Monthly payments of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), for the period from January 1, 2023 through December 31, 2023, with the first payment due and owing on January 1, 2023 and continuing each month thereafter on or before the 5th day of the month.
 - c. Monthly payments of TWO HUNDRED NINETY-ONE THOUSAND SIX HUNDRED SIXTY SIX DOLLARS and 66/100 (\$291,666.66), for the period from January 1, 2024 through December 31, 2024, with the first payment due and owing on January 1, 2024 and continuing each month thereafter on or before the 5th day of the month.
 - d. Monthly payments of THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000.00), for the period from January 1, 2025 through December 31, 2025, with the first payment due and owing on January 1, 2025 and continuing each month thereafter on or before the 5th day of the month.
 - e. Monthly payments of ONE HUNDRED NINETY-FIVE THOUSAND EIGHT HUNDRED THIRTY THREE DOLLARS and 33/100 (\$195,833.33), for the period from January 1, 2026 through December 31, 2026, with the first payment due and owing on January 1, 2026 and continuing each month thereafter on or before the 5th day of the month.
 - f. In the event of non-payment, Athlete shall not be obligated to perform any Services under this Agreement until such payment has been made.
 - g. Athlete will have access to professional services, including but not limited to marketing, branding, public relations, and financial advisement, from third parties at no charge or at a reduced charge to Athlete.
 - h. In the event Athlete fails to perform the Services as set forth in Section 3 of this Agreement, Athlete will not be entitled to the Fee for the month following said failure to perform and Collective may terminate this Agreement.
 - i. The foregoing payments will be made in a manner agreed upon by the Parties.
5. **Termination Right.** Collective may, in its sole and absolute discretion, terminate this Agreement, effective immediately upon written notice to Athlete and without penalty or further obligation (including, without limitation, any obligation to pay the Fee or any portion of the Fee to Athlete), in the event that: (i) Collective, in its sole and absolute discretion, determines or becomes aware that the existence of this Agreement, entering into this Agreement and/or performance of this Agreement in any way violates, contradicts or is otherwise affected by applicable laws, including but not limited to state-specific name, image, and likeness laws (“Laws”) or school policy’s concerning athletes’ use of their names, images, and likenesses (“Institution Rules”); and/or (ii) any requirements, limitations or provisions contained in applicable Laws or Institution Rules or the actual or potential enforcement of either of the foregoing renders performance of this Agreement impossible or impracticable and/or presents a legal or reputational risk to Collective; and/or (iii) Athlete fails to perform the Services as set forth in Section 3 of this Agreement; and/or (iv) Athlete ceases to participate in an athletic program at a postsecondary educational institution as defined in section 1006.74, Fla. Stat.; and/or (v) Athlete fails to reside in Gainesville, Florida. In the event that either clause (i) or clause (ii) in this paragraph is met, but Collective does not elect to terminate this Agreement, then Collective and Athlete shall negotiate in good faith an amendment to this Agreement for purposes of modifying the terms and conditions of this Agreement such that the same are in full compliance with applicable Laws and Institution Rules.
6. **Additional Terms and Conditions.** This Agreement is subject to the Standard Terms and Conditions (the “Standard Terms and Conditions”) attached hereto as Exhibit A and the Athlete Expectations attached hereto as Exhibit B, which are both hereby incorporated by reference in their entirety. In the event of a conflict between this Agreement, the Standard Terms and Conditions and the Athlete Expectations, then this Agreement will control.
7. **Independent Counsel.** All Parties acknowledge and understand that they have been advised to retain their own attorney(s), were given adequate time to seek the advice of such attorney(s), and that they have either done so or have chosen not to seek counsel.

IN WITNESS WHEREOF, Collective and Athlete have caused this Agreement to be executed as of the Effective Date.

The Gator Collective, LLC:

Signature: _____

Name: Edward Rojas

Title: Chief Executive Officer

Date: _____

Athlete

(or Athlete's Parent/Guardian if under age 18):

Signature:  _____

Name: Jaden Rashada

Date: 11/10/2022

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (these "Standard Terms and Conditions") apply with respect to the Athlete Agreement (the "Agreement") to which these Standard Terms and Conditions are attached by and between The Gator Collective, LLC ("COLLECTIVE") and the individual named in the Agreement ("Athlete"). COLLECTIVE and Athlete may each be referred to as a "Party" and, together, as the "Parties."

1. **Athlete's Representations and Warranties.** Athlete hereby represents and warrants that neither the Agreement nor Athlete's performance under the Agreement constitute a breach of any agreement to which Athlete is a party or otherwise in any way violates any laws or the rights of any third party, including, without limitation, any intellectual property rights. Athlete further represents and warrants that the Agreement and Athlete's performance under the Agreement comply with the Institution's Rules and Athlete agrees to abide by the Institution's Rules, including but not limited to any reporting and disclosure requirements, regarding the Agreement and Athlete's performance under the Agreement. COLLECTIVE is under no obligation to ensure Athlete's compliance with the Institution's Rules.

Athlete further represents and warrants that (a) Athlete is at least 18 years of age and fully capable of understanding and performing the terms of this Agreement without the assistance or permission of any third party; (b) all Services and the Social Media Posts shall be performed in accordance with all applicable Laws, regulations, and guidelines (including the FTC Guides) and all social media platform policies; (c) Athlete is the original and sole author of the Social Media Posts, has not copied any portion of the Social Media Posts from any other source, and Athlete's use of the Social Media Posts and Athlete's likeness shall not infringe or misappropriate the intellectual or other rights of any third party; (d) the Social Media Posts do not include any material that is derogatory, pornographic, discriminatory, violent, in any way related to drugs or alcohol, racist, offensive, or otherwise illegal and Athlete will not include any untruthful, unsubstantiated, or unapproved statements or claims regarding COLLECTIVE; (e) Athlete has not and will not become the subject of public disrepute, contempt or scandal that is reasonably likely to affect or degrade COLLECTIVE or its image or goodwill; (f) Athlete is not a member of any actors' or performers' union or guild; (g) any statements made by Athlete in the Social Media Posts or otherwise, are truthful, not misleading, and reflect the genuine and honest views or impressions of Athlete as to COLLECTIVE ("Athlete's Views") (If Athlete's Views are not positive in nature, Athlete must not sign this Agreement); (h) Athlete resides in Gainesville, Florida, and Athlete acknowledges and agrees that residence in Gainesville, Florida is a requirement in order to perform the Services under this Agreement; and (i) any public statements, remarks, or comments made by Athlete prior to or during the Term shall not disparage or otherwise reflect negatively on the COLLECTIVE.

2. **Non-Exclusivity.** Athlete hereby acknowledges and agrees that: (a) the Agreement does not confer any exclusive rights upon Athlete; (b) except as otherwise set forth in Section 4 of these Standard Terms and Conditions, COLLECTIVE makes absolutely no statements, promises, representations, warranties, covenants or guarantees as to the amount of business or revenue that Athlete may expect to derive in connection with the Agreement; and (c) COLLECTIVE may procure any services (including, without limitation, services directly or indirectly competitive with those offered by Athlete) from any third party without giving notice to or obtaining the consent of Athlete.
3. **Works.** Athlete hereby grants to COLLECTIVE the right, title and interest in and to any audio, video, photographs, or Social Media Posts created in connection with the performance of the Services (collectively, the "COLLECTIVE IP"). Without limitation to the foregoing provisions of this Section 3, Athlete hereby acknowledges and agrees: (a) that COLLECTIVE and its respective contractors and retailers may, in its and their sole and absolute discretion, edit, modify and otherwise alter the COLLECTIVE IP in such manner as determined by COLLECTIVE and its respective contractors and retailers in its and their sole and absolute discretion; and (b) that COLLECTIVE and its respective contractors and retailers may, in its and their sole and absolute discretion, publish, broadcast and otherwise distribute the COLLECTIVE IP, in whole or in part, whether or not edited, modified or otherwise altered, at the times, on the dates during the Term, to any persons, audiences and markets and otherwise in such method(s) and manner(s) as determined by COLLECTIVE and its respective contractors and retailers in its and their sole and absolute discretion.

Additionally, Athlete hereby grants COLLECTIVE, only during the term of this Agreement, an exclusive, irrevocable, right and license to Use (as defined below) the Social Media Posts in accordance with the terms specified above and in all digital media (including paid media advertising on the Internet and on various social media channels). For purpose of this Agreement, "Use" means to modify, edit, synchronize, perform, distribute, display, make derivative works from, copy, exploit, publish, broadcast, advertise, promote, exhibit, import, reproduce, maintain, and otherwise make use of.

Athlete further hereby grants COLLECTIVE the non-exclusive, irrevocable, right and license to use Athlete's image, likeness, persona, name (including nicknames and/or professional names), voice, biographical information, social media handle, and profile images ("Athlete's Likeness") as it appears within and in connection with the Social Media Posts during the Term.

Athlete shall ensure that at all times throughout the Term: (a) each Social Media Post is accessible and viewable by all of Athlete's social media followers on the respective social media platform; (b) Athlete does not cause the Social Media Posts to be edited, modified or altered in any manner; (c) Athlete does not delete the Social Media Posts for any period of time; and (d) Athlete does not take any action to have its Twitter or Instagram account suspended, deleted or removed from any social media platform. Athlete agrees to promptly remove and/or edit any Social Media Posts if requested by Collective. Collective may participate with Social Media Posts using Athlete's social channels (i.e., Collective may respond to, comment on, "share,"

otherwise interact with Social Media Posts, and “whitelist” (promote) Social Media Posts) and to promote them with paid media, in perpetuity.

4. **Fees.** Subject to Athlete’s compliance with the terms and conditions of the Agreement, these Standard Terms and Conditions and the Athlete Expectations, COLLECTIVE shall pay to Athlete the Fees specified in Section 4 of the Agreement. Athlete is solely responsible for paying all taxes, agent commissions and other amounts of any nature whatsoever payable in connection with Athlete’s performance of the Services; Athlete’s receipt of the Fee; and/or the Agreement and/or the transactions contemplated hereby.
5. **Expenses.** Athlete hereby acknowledges and agrees that Athlete is solely responsible for the payment of all expenses incurred by Athlete in connection with Athlete’s performance of the Services, and Athlete will not seek reimbursement from COLLECTIVE for such expenses, unless agreed in advance.
6. **Termination.** This Agreement may be terminated via written notification with 30 days’ notice, at any time, in accordance with paragraph 5 of the Agreement. Athlete may, with or without cause, terminate this Agreement with 30 days’ notice. In the case of termination by Athlete, Athlete shall be entitled to any Fees earned and owed by COLLECTIVE prior to the date of termination with payment made in accordance with Section 4 of the Agreement. If Athlete neglects, fails, refuses, or is unable to perform any of the Services in accordance with all specifications, or fails to observe any of Athlete’s representations, warranties, or other obligations set forth in this Agreement, COLLECTIVE, in its sole discretion, may immediately terminate this Agreement without penalty and without payment of the Fee.
7. **Non-Disparagement; Morals.** Each Party hereby covenants that the Party will not, directly or indirectly, at any time during or after the Term, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way, any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be critical of, or negatively portray or depict, the other Party or any of its and/or their respective products, services, directors, officers, employees, agents or representatives. Athlete hereby further covenants that Athlete will not at any time during the Term engage in any conduct or activity of any nature whatsoever that may: (a) shock, insult or offend the general public; (b) bring Athlete and/or COLLECTIVE into public disrepute, contempt, scandal or ridicule and/or otherwise adversely affect Athlete’s and/or COLLECTIVE’s reputation, public image or goodwill; and/or (c) result in Athlete being charged with a crime by any governmental entity, regardless of whether such charge results in a conviction.
8. **Confidential Information.** Athlete may not, either during the Term or thereafter, except (i) as directed or authorized by COLLECTIVE in writing, (ii) as may be required by law or as otherwise expressly required in connection with court process and then only after consultation with COLLECTIVE to the extent possible, or (iii) to the Athlete’s personal advisors for purposes of enforcing or interpreting this Agreement, or to a court for the purpose of enforcing or interpreting this Agreement, disclose any Confidential Information to any third party or permit any third party to gain access to any Confidential Information. “Confidential Information” means the terms and conditions of the Agreement and any and all business and other information disclosed, delivered or otherwise made available, directly or indirectly, by COLLECTIVE to Athlete, including, without limitation, business plans, predictions, projections, intellectual property, trade secrets, contracts, proposals, documents, writings, materials, methods, operations, procedures, know-how, and other business data and other information; *provided, however*, Confidential Information does not include information which is generally available to and known by the general public other than as a result of Athlete’s breach of the Agreement.
9. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, FOR ANY CAUSE WHATSOEVER WHETHER OR NOT CAUSED BY SUCH PARTY’S NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER THE AGREEMENT EXCEED THE FEE.
10. **Independent Contractor.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship among the Parties and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
11. **General.**
 - 11.1 **Headings and Interpretation.** Headings of sections of the Agreement and these Standard Terms and Conditions are included for convenience only and may not be used to define, limit, extend or interpret the terms of the Agreement or these Standard Terms and Conditions. Each capitalized term applies equally to both the singular and plural forms thereof. The Parties hereby acknowledge and agree that they and their counsel have reviewed, or been given a reasonable opportunity to review, the Agreement and these Standard Terms and Conditions and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party will not be employed in the interpretation of the Agreement, these Standard Terms and Conditions or any exhibits to the Agreement or these Standard Terms and Conditions. No course of dealing, course of performance or usage of trade may be considered in the interpretation or enforcement of the Agreement or these Standard Terms

andConditions.

11.2 Waiver; Remedies Cumulative. The failure of either Party to require performance of any provision of the Agreement will not operate as a waiver of the right of such Party to request performance of the same or like provisions, or any other provisions of the Agreement, at a later time. The Parties hereby agree that the rights and remedies herein provided in case of default or breach by Athlete of the Agreement are cumulative and will not affect in any manner any other remedies that either Party may have by reason of such default or breach by the other Party. The exercise by either Party of any right or remedy herein provided will be without prejudice to such Party's right to exercise any other right or remedy provided at law, in equity, under any other contract (including, without limitation, the Agreement) or otherwise (all of which each Party hereby expressly reserves).

11.3 Choice of Law and Dispute Resolution. The relationship between the Parties and their present and future Affiliates (including, without limitation, all disputes, controversies or claims, whether arising in contract, tort, under statute or otherwise) is governed by and must be construed in accordance with the laws of the State of Florida. Any and all controversies, disputes or claims between the Parties that arise out of or relate to this Agreement shall be resolved exclusively by an arbitration to be conducted in Gainesville, Florida, and administered by the American Arbitration Association ("AAA"). Such arbitration proceeding shall be conducted before a single arbitrator and shall be conducted in accordance with the then current Rules of the American Arbitration Association regarding commercial disputes. If the Parties are unable to agree on the appointment of the arbitrator to resolve the dispute within thirty (30) days from the date when the request for arbitration initially has been communicated to the other Party, such appointment shall be made by the AAA. The arbitrator shall have the right to award or include any relief, including attorneys' fees and costs incurred by the prevailing Party. The award and decision of the arbitrator shall be conclusive and binding upon all Parties hereto, and judgment upon the award may be entered in any court of competent jurisdiction. The Parties waive any right to contest the validity or enforceability of such award. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the Parties agree to first try in good faith for (30) days to settle the dispute by mediation administered by the AAA under its Commercial Mediation Procedures before resorting to arbitration. ATHLETE ACKNOWLEDGES THAT BY ENTERING INTO THESE TERMS, ATHLETE AND COLLECTIVE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

11.4 Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of the other provisions hereof shall not be affected.

11.5 Notices. All notices or requests that are required or permitted to be given pursuant to the Agreement must be given in writing and shall be sent by facsimile transmission, email, or by first-class certified mail, postage prepaid, or by nationally recognized courier service, charges prepaid, to the Party to be notified, addressed to such Party at the address(es) set forth below set forth below for COLLECTIVE and in Section 1 of the Agreement for Athlete.

If to COLLECTIVE:

The Gator Collective, LLC
237 S. Westmonte Dr., Suite 300
Altamonte Springs, FL 32714

OR

11.6 Successor Interests and Assignment. The Agreement is binding upon the heirs, legal representatives, successors and assigns of COLLECTIVE and Athlete. COLLECTIVE may, in COLLECTIVE's sole and absolute discretion, assign the Agreement to an affiliate, in whole or in part, at any time without the consent of Athlete. Athlete may not assign the Agreement, in whole or in part, or delegate, subcontract or otherwise transfer any of Athlete's rights or obligations under the Agreement without COLLECTIVE's prior written consent. Any assignment by Athlete in breach of this Section 11.6 will be voidable by COLLECTIVE, in COLLECTIVE's sole and absolute discretion.

11.7 Survival. Each provision of the Agreement and these Standard Terms and Conditions that logically would be expected to survive termination or expiration of the Agreement will survive such termination or expiration.

11.8 Entire Agreement. The Agreement, these Standard Terms and Conditions, and the Athlete Expectations sets forth the entire, final and complete understanding between the Parties hereto relevant to the subject matter of the Agreement, and supersedes and replaces all previous understandings or agreements, written, oral or implied, relevant to the subject matter of the Agreement made or existing before the Effective Date. Except as expressly provided by the Agreement or these Standard Terms and Conditions, no waiver or modification of any of the terms or conditions of the Agreement or these Standard Terms and Conditions will be effective unless in writing and signed by both Parties. The Agreement may be executed by facsimile or electronic acceptance (in the manner specified by COLLECTIVE) in two (2) or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

THE GATOR COLLECTIVE ATHLETE EXPECTATIONS

In order to ensure the successful execution of the terms and conditions of the Athlete Agreement, The Gator Collective has certain expectations of the Athlete.

1. Communication: Athlete agrees to promptly respond to communications from The Gator Collective.
2. Punctuality: Athlete agrees to appear at the scheduled time for any Fan Engagement Event, and should a conflict arise, Athlete will notify Collective of such conflict as soon as possible.
3. Virtual Appearance: For any Fan Engagement Event occurring on a virtual platform, Athlete agrees to ensure that Athlete appears in good lighting, free of distraction, appropriately dressed, and without background noise.
4. Professionalism: Athlete agrees to act professionally during Fan Engagement Events.
5. Confidentiality: Athletes agrees to keep the terms of the Agreement confidential and shall not disclose the terms except as authorized in paragraph 8 of the Standard Terms and Conditions.

