

**Women's Soccer, LLC**  
**Standard Player Contract**

This Standard Player Contract (the "Agreement"), effective as of March 1, 2011 (or on such other day as set forth on Schedule 1) (the "Effective Date"), is made by and between Boston Women's Soccer, LLC d/b/a The Boston Breakers, a member of Women's Soccer, LLC, a Delaware limited liability company d/b/a Women's Professional Soccer ("WPS" or "League"), and Pavlina Scasna ("Player").

In consideration of the mutual covenants contained herein, Team and Player agree as follows:

**Article I**

**Term of Agreement**

Section 1.1. The term of employment under this Agreement (the "Term") shall commence on the Effective Date and end 30 days after the last day of the League Season in 2011.

Section 1.2. This Agreement shall not be effective until Team has received all necessary documents concerning player's transfer from or waiver by non-WPS team and/or league and the League has confirmed the compliance of this agreement with League policy.

**Article II**

**Definitions**

Section 2.1. For the purposes of this Agreement, "Affiliate" shall mean (i) any individual, partnership, corporation, limited liability company, trust, estate or other entity ("Entity") who directly or indirectly controls, is an agent of, is controlled by or is under common control with WPS or Team, (ii) any Entity who is an officer, partner, member or trustee of, or serves in a similar capacity with respect to WPS or Team Operator, or for which WPS or Team Operator is an officer, partner, member or trustee or serves in a similar capacity, or (iii) any Entity, who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of equity securities of WPS or Team Operator, or of which WPS or Team Operator, directly or indirectly is the owner of ten percent (10%) or more of any class of equity securities.

Section 2.2. "Bona Fide Exclusive Endorsement Agreement" means a bona fide, arms length, binding agreement between Player and a Bona Fide Licensee authorizing or granting the Bona Fide Licensee the right to use Player's Likeness or Embodiment of such Player exclusively in connection with a product or service in a manner that is not otherwise inconsistent, in terms or application, with the provisions of this Agreement, pursuant to which Player receives at least \$1,000 annually in money and/or value in trade if for agreements involving on-field gear and off-field apparel related to the on-field gear, or \$5,000 in money and/or value in trade if for agreements involving off-field products unrelated to apparel. Any

contracts worth less than \$5,000 annually in money or trade entered into after the effective date of this Agreement must be written narrowly in favor of the League or Team. In no case shall a Bona Fide Exclusive Endorsement Agreement include the right of Player or the Bona Fide Licensee to use any WPS or Team mark or logo.

Section 2.3. "Bona Fide Licensee" means an entity that (i) was, prior to entering into a Bona Fide Exclusive Endorsement Agreement, regularly engaged in the business of making or selling the products or services that are covered by such Bona Fide Exclusive Endorsement Agreement with the intention of earning a profit from such business; (ii) is commencing the business of making or selling the products or services covered by a Bona Fide Exclusive Endorsement Agreement, within one year of player's execution thereof, on a bona fide basis with the intention of earning a profit from such business; or (iii) was, prior to entering into a Bona Fide Exclusive Endorsement Agreement, a bona fide tax exempt charitable organization that is making or selling the products or services covered by a Bona Fide Exclusive Endorsement Agreement for a legitimate charitable purpose and continues as a tax exempt charitable organization for the term of such Bona Fide Exclusive Endorsement Agreement. In the event of a dispute as to whether any license agreement entered into by a Player is a Bona Fide Exclusive Endorsement Agreement, and not an attempt to defeat the grant of rights to WPS or Team under this Agreement, the burden of proof as to the agreement's bona fide nature shall rest with Player.

Section 2.4. "Conflicting Seller" shall mean a company that enters into a Bona Fide Exclusive Endorsement Agreement with Player in connection with a product and/or service category in which WPS or Team has granted the right to a third party to use Player's Likeness or Embodiment of Player. In determining whether pursuant to Section 11.5 a Player can preclude WPS or Team from granting a third party the right to use such Player's Likeness or Embodiment of such Player, product and service categories in contracts worth less than \$5,000 annually in money or trade entered into after the effective date of this Agreement shall be construed narrowly. For example, Gatorade shall conflict with Powerade (energy drink) and not conflict with Pepsi; Pepsi shall conflict with Coca-Cola (soda) and not conflict with Mott's Apple Juice (juice); Kellogg's cereal shall conflict with Post cereal (cereal), not with Bisquick (pancake mix).

Section 2.5. "Embodiment" means any communication or embodiment of any Likeness of Player, alone or together with other WPS Players' Likenesses, which is recognizable or identifiable, whether live, reproduced or simulated, still or moving, in audio, visual, audiovisual and other forms, and no matter how stored, transmitted, distributed or otherwise communicated to others, by any means or media now or hereafter known.

Section 2.6. "Game Rights" shall have the meaning ascribed to such term as set forth in Section 11.23 of this Agreement.

Section 2.7. "League Competitions" shall mean collectively, games (including but not limited to regular season, playoff and All-Star games), practices, skill competitions, Tours, training camps, mini-camps and exhibitions.

Section 2.8. "League Season" shall mean the period beginning the last weekend of March and ending the later of the WPS All-Star Game or the WPS Championship Game.

Section 2.9. "League Year" shall mean the year beginning each March 1 and ending the last day of the subsequent February, for each year of the Term.



Section 2.10. "Licensed Merchandise" shall mean any good or product, such as clothing, toys, video games, cards and any other consumer goods on which a Player's Likeness is depicted, incorporated or otherwise used pursuant to a license issued by WPS or Team to a third party., and is subject to Player approval. Conversely, any licensed merchandise opportunity delivered to the League or Team by a Player is subject to League or Team approval as relevant. Licensed Merchandise shall not include (i) Game Rights; (ii) Promotional Rights, or (iii) consumer goods sold or distributed (including packaging and/or collateral materials associated with such consumer goods) by a WPS or Team sponsor in connection with a grant of the right to use Player's Likeness as set forth in Section 11.7 as part of a marketing or advertising program (e.g., the use of Player's Likeness on/in cereal boxes, on drink cans, in connection with point of purchase displays or in other sponsor advertisements, on coupons, on calling cards, on credit cards, or in connection with sponsor promotional giveaway items (e.g., key chains, team schedules, calendars, hats, posters, pins, t-shirts, or bobbleheads)), except where a portion of sponsorship revenues are attributable to such consumer goods, and is subject to Player approval and of any Player share in sponsorship revenue, if applicable.

Section 2.11. "Licensing Purposes" means use of Player's Likeness on merchandise that is sold at the retail level or at the wholesale level for ultimate retail sale, including on items provided as part of the purchase of another item, (e.g., promotional packaging materials such as cans or cups containing Player's Likeness where consumers do not have the ability to choose which Players' Likeness they will receive out of a group of likenesses or a trading card included with the purchase of a loaf of bread.)

Section 2.12. "Likeness" means Player's:

- (i) picture, image, photograph, portrait or performance (whether such picture, image, photograph, portrait or performance is still, motion, video, digital, high definition or any other medium now known or hereafter developed);
- (ii) name or nickname;
- (iii) signature or facsimile thereof;
- (iv) voice;
- (v) identifiable attributes or any colorable imitation or adaptation thereof; or
- (vi) to the extent that she has rights therein, biographical data.

Section 2.13. "Official Equipment Supplier" shall mean a supplier of athletic equipment to WPS and/or Team. The number of Official Equipment Suppliers to WPS may increase or decrease during the Term of this Agreement. The list of current Official Equipment Suppliers is set forth in Exhibit A hereto and will be updated as necessary.

Section 2.14. "Player Merchandise Revenue"

- (a) Player Merchandise Revenue shall include:

(i) The licensing revenue received by WPS or Team or any WPS subsidiary or WPS Team directly attributable to the sale of Licensed Merchandise;

(ii) Sponsorship revenue attributable to the sale of Licensed Merchandise; and

(iii) That portion of damages awarded or other monetary relief recovered by WPS or Team in any action initiated by WPS or Team that represents the amounts specified in Section 11.8, pursuant to the Power of Attorney described in Section 11.8, less any reasonable costs and attorneys' fees incurred by WPS or Team in connection with enforcement efforts undertaken to recover such damages or other monetary relief.

(b) Player Merchandise Revenue shall not include:

(i) sponsorship revenue attributable to consumer goods sold or distributed (including packaging and/or collateral materials associated with such consumer goods) by a WPS or Team sponsor in connection with a grant of the right to use a Player's Likeness as set forth in Section 11.7 as part of a marketing or advertising program (e.g., the use of a Player's Likeness on/in cereal boxes, on drink cans, in connection with point of purchase displays or in other sponsor advertisements, on coupons, on calling cards, on credit cards, in connection with sponsor promotional giveaway items and other sponsor premiums not used in a national campaign (e.g., key chains, team schedules, calendars, hats, posters, pins, t-shirts, bobbleheads), or other amounts paid by a sponsor for sponsorship rights, except where a portion of sponsorship revenues are attributable to such consumer goods;

(ii) the costs of goods if purchased by WPS or the Team;

(iii) reasonable payments designated in any license agreement to be used specifically for advertising and promotion for the products or services covered by that license agreement; and

(iv) any withholding taxes, other government-imposed charges, and third-party participation payments directly related to such revenues.

Section 2.15. "Pre-Existing Agreement" means any sponsorship or endorsement agreement for on-field footwear or goalkeepers' gloves relating to Player in existence at the date of this Agreement and disclosed in Schedule 2 hereto; provided, however, that Player may not validly disclose an agreement in such Schedule as a "Pre-Existing Agreement" if such agreement was entered into in breach of Player's obligations under any previous Player Agreement with Team or another WPS team. Player agrees to provide a copy of the duration/term provision and signature page of such Pre-Existing Agreement.

Section 2.16. "Promotional Rights" shall mean the right to promote, advertise and otherwise disseminate, by any means or media now or hereafter known, any Embodiments, created during the Term of this Agreement, for the promotion, marketing or advertising of WPS,

any WPS team or the sport of professional soccer in general, during or after the Term of this Agreement.

Section 2.17. "Off-Season" shall mean the period that commences on the first (1<sup>st</sup>) day after the League Season and ends on the day before the beginning of Pre-Season.

Section 2.18. "Pre-Season" shall mean the period that commences thirty-five (35) days before the League Season and ends on the day before the first day of the League Season.

Section 2.19. "Territory" shall mean the geographic territory within a 75-mile radius of Team's home field.

### **Article III**

#### **Player Services**

##### Section 3.1. Duties.

(a) During the Term of this Agreement, Player shall:

(i) play competitive soccer exclusively for Team; provided, however, that Player shall be permitted to play in national team games pursuant to Section 7.6 hereof;

(ii) attend and play all Team games including Exhibition, Pre-Season, and the League Season (which includes Playoffs and the Championship);;

(iii) attend and participate in all Team practices and meetings;

(iv) attend and play, if selected, in the League's All-Star Game;

(v) serve as a spokesperson and promoter of WPS, Team, and the sport of soccer;

(vi) cooperate with all reasonable requests of the news media and, upon the League's or Team's request, consent to, cooperate with and make herself available to television, radio, newspaper, magazine and other news media representatives for interviews and media photo sessions conducted at reasonable times, including interviews before, during or after League Competitions, whether in specifically designated interview rooms, interview areas or elsewhere.

(b) At all times during the Term, Player shall:

(i) comply with all Team rules including, but not limited to, those which will be set forth in Player Handbook, as it may be revised from time to time by the League, as long as it is not inconsistent with the terms of this Agreement, and in which is hereby incorporated into this Agreement in its entirety;

(ii) conduct herself, both on and off the field, according to the highest standards of honesty, morality, fair-play and sportsmanship and in a manner befitting her position as a representative and promoter of the League, Team and the sport of soccer;

(iii) comply with all applicable federal, state and local laws and refrain from all conduct that is detrimental or prejudicial to the best interests of WPS or Team or the sport of soccer; and

(iv) not use drugs, alcohol or any other harmful substance in contravention of the Substance Abuse Guidelines, as set forth in Player Handbook.

(c) Player shall perform her duties and responsibilities at such place or places and at such times as may be designated by Team. Player recognizes, understands and agrees that:

(i) at any time during the Term, her Agreement may be assigned (by trade, waiver, expansion draft or team relocation) to any other team in the League. Assignment procedures will be more fully set forth in player Allocation Guidelines in the Player Handbook. This Agreement may also be assigned to any successor to any material portion of Team's assets and may be pledged, transferred, bequeathed or otherwise transferred (whether or not by operation of law) to any third party; and

(ii) Team will compete nationally and may compete internationally. Thus, Player may be required to engage in travel in order to satisfactorily fulfill her duties under this Agreement. Player agrees to undertake such travel as may be required by Team, in its sole and absolute discretion and agrees that she shall travel in accordance with Team's directions unless Team and Player agree otherwise. If Player is traded, assigned or otherwise transferred to a new WPS team during the Term of this Agreement, Player shall report to her new team within forty-eight (48) hours after being notified of the transfer.

Section 3.2. Camp Appearances. Player understands and agrees that in consideration for a portion of the Salary provided for hereunder, Player may be required to make up to three (3) Camp Appearances if requested by Team, each of which shall in no event be longer than [fill in duration] (not including reasonable travel time to and from such camp site). No player will be requested to do a second appearance until all players on Team have been provided the opportunity to schedule an initial appearance, and Player shall not be required to make a third appearance until all players on Team have been provided the opportunity to schedule a second appearance. These camps may be scheduled during the League season. Player may also be required by WPS to make three (3) - full day Camp Appearances outside of Player's Territory for which she will be paid the gross amount of \$500 per day, plus expenses. If the camp lasts longer than one day but only requires travel to and from the location once, the player will receive \$300 for the additional day. Additional camp work may be available to Player by WPS and/or Team for which compensation shall be negotiated between Player and

WPS and/or Team, as applicable.

## Article IV

### Compensation, Expenses and Benefits

Section 4.1. Salary. During the Term of this Agreement, Team agrees to pay Player the Salary as set forth in Schedule 1 hereto, which shall be payable in the manner and during the time period set forth in Schedule 1. Any benefits granted to Player under this Agreement shall commence on the first day of the Term (provided that any delay in the commencement of such benefits is not due to the non-compliance of Player)

Section 4.2. Injury Guarantee: If Player is injured and disabled from playing in the course of performing her services under this Agreement, she shall continue to receive her Salary through the remainder of the League Year in which the injury occurs, as set forth in Section 4.1, although she may be removed from Team's active roster for League purposes (e.g., if the League establishes an "injured reserve" mechanism). If Player is still disabled due to the injury at the beginning of the following League Year, Player will continue to have injury protection for the shorter of the period of her disability from playing due to that injury or one year from the date of the injury (the "Injury Guarantee Period"). In addition, it is understood that:

(a) Player shall continue to be provided health insurance coverage through the Injury Guarantee Period;

(b) Player's right to payment is conditioned on her agreement to rehabilitate in the Team's market, if requested by Team, and if Player commits to working for Team in an appropriate position at the beginning of the next League Year if she is still injured. Player may rehabilitate out of market during the Off-Season on the condition that she provide Team, prior to leaving the market, with a satisfactory rehabilitation program under the supervision of a professional trainer commensurate with Team's personnel who will provide Team with regular updates, and provided that medical care out-of-market will not cost more to the Team and/or its insurer than it would in-market. Any off-season activities may not compromise Player's ability to be compliant with medical directives with respect to rehabilitation of the injury;

(c) Player must submit to periodic examinations by Team's physician(s) as requested, including but not limited to an end-of-season examination, and Team's physician shall provide an opinion as to whether Player is unable to play due to an injury. Player may, within three (3) business days of notice of the opinion of Team's physician, obtain an opinion from her doctor, at her own expense. If a Player's doctor disagrees with Team's doctor, a third doctor selected by the Team's and the Player's doctor will make a neutral determination, which will be final and binding on the parties and not subject to arbitration. Team shall pay any costs associated with obtaining a determination from such third doctor; and

(d) Player's services under this Agreement shall be deemed to include, without limitation, Team-approved Off-Season conditioning and training, but shall not include Player's activities on behalf of a non-U.S. Team or for the U.S. National Team.



Section 4.3. Worker's Compensation Offset: Any payment obligation of Team shall be offset or decreased by any workers' compensation benefits attributable to the period during which Team continues to pay Player's salary, which to the extent permitted by law, Player hereby assigns to Team. Player agrees to execute any additional forms or agreements needed to effectuate such assignment.

Section 4.4. Exclusive Compensation: Neither Player nor any person or entity acting for or in concert with Player shall request, accept or otherwise receive any payments or other benefits or things of value from WPS or any WPS Team or an Affiliate of either of them (whether directly or indirectly) for the services provided hereunder except those payments set forth in this Agreement. The Commissioner of WPS (the "Commissioner") may suspend and/or fine Player or terminate this Agreement and declare it null and void if the Commissioner determines that Player's total compensation is not completely and accurately set forth in this Agreement. Nothing in this Section 4.4 shall prohibit Player from entering into:

- (i) bona fide employment with any Team Operator, Affiliate thereof, or
- (ii) third party or commercial endorsement agreements with any Team Operator, Affiliate thereof, or third party, provided that Player complies with Article XI.

Section 4.5. Suspension of Payment Obligations: Team's obligation to make any payments or provide any benefits shall be suspended for any period during which: (i) Player is prevented from entering or working in the United States because of immigration laws, regulations or rulings or has not received appropriate clearances from FIFA or any relevant governing body; or (ii) Player declines to practice or play or fulfill her other obligations under this Agreement; or (iii) Team suspends or ceases operations due to a state of war or other cause beyond Team's control.

## **Article V**

### **Termination**

Section 5.1. Default: In the event of an alleged default by Team in the payments to Player provided for in this Agreement, Player shall notify Team and WPS in writing of the facts constituting such alleged default or alleged failure to be remedied within ten (10) business days after receipt of such written notice from Player.

(a) Team and/or WPS shall have the right to request, if they have presented Player with an asserted basis for the failure to make the payment(s) at issue, within ten (10) business days after receipt of notice from Player of the alleged default, that the dispute concerning such alleged default be referred immediately to arbitration in accordance with the provisions of Article XVI. The arbitrator in such case shall be directed to issue an award within ten (10) business days of receipt of notice of default from Player, absent a showing of good cause by WPS or Team as to why additional time is needed to adequately investigate and try such case.

(b) If, as a result of such arbitration, an award issues in favor of Player, and Team does not comply with such award within ten (10) business days of its receipt (unless such award has been stayed or reversed by appropriate legal process), Player shall have the additional right, by further written notice to Team and WPS, to terminate this Agreement, which termination shall not affect any rights or remedies Player may have received in an arbitration pursuant to Article XVI. This Agreement shall remain in full force and effect during the pendency of Player's grievance and arbitration.

(c) Player hereby offers WPS an irrevocable option to cure said default within five (5) business days after the end of the ten (10) business day period in which Team may cure the default after receiving notice of default from Player. Said option may be assigned by WPS to any other WPS team and, upon such assignment, the assignee team shall inure to all of the rights and assume all obligations of WPS under this Section. If WPS or an assignee team timely cures the default, all rights and obligations of Team under this Agreement shall be transferred to WPS or the assignee team, as applicable.

Section 5.2. Termination: This Agreement may be terminated by Team at any time, without further obligation on the part of either party, upon twenty-four (24) hours' written notice to Player or her representative, if Player:

- (i) refuses to submit to a general background check;
- (ii) fails, refuses or neglects to conform her personal conduct to standards of good citizenship, good moral character and good sportsmanship;
- (iii) fails, refuses or neglects to keep herself in physical condition for playing professional soccer in the League or to obey League or Team training rules which will be set forth in player Handbook;
- (iv) in Team's sole opinion, fails to exhibit sufficient skill or competitive ability to qualify to continue as a member of Team;
- (v) uses drugs, alcohol or any other substance in violation of the Substance Abuse Guidelines or in a manner that interferes with or affects the performance of the services required hereunder;
- (vi) fails, refuses, neglects or is unable to render her services hereunder or in any other manner which materially breaches this Agreement; or
- (vii) is otherwise terminated pursuant to the terms of this Agreement.

Section 5.3. Prior to terminating this Agreement, Team may, but shall not be required to, offer Player to other WPS teams pursuant to the waiver procedure set forth in Player Handbook.

Section 5.4. If Player's Category is Guaranteed, this Agreement shall not be terminated by Team solely by virtue of the quality of Player's on-field performance or the fact that Player may have been injured during the course of performing the duties of her employment with Team. Notwithstanding the foregoing, Team may waive a Player whose category is Guaranteed at any time as long as Team continues to pay the Salary of Player for the duration of

the Term of employment set forth in Section 1.1 and Article IV hereof. There shall be at least seven (7) Guaranteed players on Team during the 2009-10 League Year, eight (8) Guaranteed players on Team during the 2010-11 League Year, and nine (9) in the 2011-12 League Year.

Section 5.5. If Player's Category is Semi-Guaranteed, Team may terminate this Agreement prior to July 1 of any particular League Year, without further obligation on either party, if Player fails, in Team's sole and absolute discretion, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of Team. However, if prior to July 1 Player is unfit to perform due to a condition resulting directly from an injury sustained in the performance of her services hereunder, Team may waive Player as long as Team continues to pay the Salary of Player for the duration of her injury or one year, whichever is shorter. If Team has not terminated this Agreement pursuant to this Section 5.5 prior to July 1 of any League Year, it may not so terminate this Agreement until the last day of the same League Year or the end date of this Agreement, whichever is sooner. Notwithstanding the foregoing, Team may waive a Semi-Guaranteed Player at any time after July 1 as long as Team continues to pay the Salary of Player through the last day of the League Season.

Section 5.6. If Player's category is Non-Guaranteed Developmental Player, Team may terminate this Agreement on twenty-four (24) hours' written notice, without further obligation on either party, if Player fails, in Team's sole and absolute discretion, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of Team. However, if Player is unfit to perform due to a condition resulting directly from an injury sustained in the performance of her services hereunder, Team may waive Player as long as Team continues to pay the Salary of Player for the duration of her injury or one year, whichever is shorter. In the event Player's Agreement is extended beyond its initial expiration date, Player's category during such extended period shall be Semi-Guaranteed.

Section 5.7. If Player's category is Non-Guaranteed Short-Term Player, Team may terminate this Agreement on twenty-four (24) hours' written notice, without further obligation on either party, if Player fails, in Team's sole and absolute discretion, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of Team. Player's only compensation shall be as set forth on Schedule 1 hereto, and the provisions of this Agreement (other than Schedule 1) and Player Handbook regarding compensation, benefits and injury protection shall not apply, except as Player Handbook may specifically address employment terms for Short-Term Players. No Player may be signed to a Non-Guaranteed Short Term Contract for greater than a cumulative of forty-five (45) days in a League Year (in any number of separate Non-Guaranteed Short-Term Contracts).

#### Section 5.8.

(i) Upon the termination of this Agreement by either Player or Team, all obligations of Team to Player, including without limitation any obligation to pay any amounts to Player shall cease on the effective date of termination, except that Team and Player shall remain responsible for any and all obligations incurred prior to the date of termination.

(ii) Except as expressly and specifically otherwise provided for in this Agreement, Team shall continue to own Player's international registration and playing rights upon any waiver.

## **Article VI**

### **Extensions**

Section 6.1. Team shall have the option, exercisable in its sole and absolute discretion, to extend this Agreement pursuant to Schedule 1 hereto, by sending written notice to Player or her representative within thirty (30) days after the end of the League Season in the last League Year of the Term. If Team decides to extend this Agreement pursuant to this Section 6.1, all terms and conditions of this Agreement will remain in effect for the extended term, except that Player's salary shall be increased by no less than the greater of three percent (3%) or \$1,000 in each year of the extended term. Without limiting the generality of the preceding sentence, the exercise of an option by Team shall in no way guarantee that Player will be on Team's roster (or earn any Salary) during the next League Season. Notwithstanding the foregoing sentence, any Player whose category is Guaranteed shall be guaranteed to earn her Salary, including any applicable increase, pursuant to this Section 6.1 during the extended term, irrespective of whether Player secures a roster spot on Team.

## **Article VII**

### **Training Camp; Off-Season Tours and Tournaments; National Team Participation**

Section 7.1. During the Off-Season, Team may invite, but may not require, Player to participate in any Tours, promotional or commercial appearances or other activities.

Section 7.2. During the Off-Season, Player may be employed by a non-WPS team and/or league outside the United States (in addition to her National Team duties, if any). Player may not, however, enter into any contract with such other team and/or league that requires or permits use of her Likeness other than for purposes of the promotion of such other team and/or league. Player may not be restricted or prevented from Off-Season international play, as arranged by Player or Team, except that Player shall discuss the selection of her Off-Season team with Team prior to making any commitment to that Off-Season team, and prior to the exercise of an option by, or Player signing another contract with, Team or other WPS team.

Section 7.3. Team agrees to make Player available, upon the request of the USSF or her national association, in international games, FIFA and CONCACAF tournaments, and Olympic competition, including any preparation, qualification and final tournament games associated therewith, in accordance with FIFA rules.

## **Article VIII**

### **Representations and Warranties**

Section 8.1. Player represents, warrants, covenants and agrees as follows:

- (a) that she is not obligated to play professional soccer in or for any entity other than Team (except for her national team) during the Term (including any option year);
- (b) unless expressly and specifically otherwise provided in this Agreement or



any loan or other agreement validly executed by Team, by virtue of this Agreement Team owns her international registration and her playing rights and that neither Player nor any third party has any rights therein or will attempt to assert any rights therein against Team;

(c) that she is free to enter into and perform this Agreement in accordance with its terms and, by doing so, she is not (and will not) violate any other agreement to which she is a party or by which she is bound;

(d) that by signing this Agreement she understands and accepts that she is waiving any remaining National Collegiate Athletic Association eligibility or college scholarship or grant she might otherwise have;

(e) that she shall maintain a valid passport and is able to undertake such international travel as may be required pursuant to this Agreement;

(f) that at the date of her execution of the Agreement she is physically and mentally able to perform the services hereunder and has not knowingly concealed any condition which might impair her ability to perform the services hereunder;

(g) that she will disclose, on Schedule 2 hereto, all Bona Fide Exclusive Endorsement Agreements (including all agreements with respect to footwear) to which she is a party as of the date of her execution of this Agreement and that a copy or summary of all such agreements shall be presented to Team prior to Player's execution of this Agreement. In addition, upon the request of Team, Player shall be required to update Schedule 2 from time to time throughout the Term. In no event, shall Player be required to disclose any terms of any agreement related to remuneration (except to state that such agreement would qualify as a Bona Fide Exclusive Endorsement Agreement, as defined in Section 2.2 hereof);

(h) other than any Pre-Existing Agreements, she is not a party to any agreement which would require her to wear or in any way endorse any on-field product or would prevent her from wearing or endorsing any on-field product; and

(i) she will indemnify, defend and hold WPS and Team and its or their respective owners, directors, officers, employees, agents, affiliates, successors, assigns and licensees ("WPS indemnified parties"), harmless of and from any claims, actions, demands, losses, costs, expenses, liabilities, penalties, damages and costs (including attorneys' fees) (collectively, "Losses") in the event her representations and warranties set forth in this Paragraph are knowingly inaccurate or otherwise made in bad faith or are grossly negligent, and she will use reasonable efforts to mitigate any loss suffered by WPS indemnified parties from and against all Losses, incurred in an action with a third party arising out of any misrepresentation by her or breach of the warranties or covenants contained in this Agreement, provided that, in the case of any third-party claim, WPS and/or the Team may undertake the defense of any third party claim, at its or their expense, if Player fails promptly to assume and diligently to prosecute the defense. Where Player's representations and warranties are inaccurate but were made in good faith, Player's indemnification obligation shall be limited to one-third (1/3) of her annual salary. Notwithstanding any of the foregoing, and without prejudice to the rights of WPS or Team, as applicable, they shall have a reasonable right of approval over Player's selection of counsel, and may, at their election and expense, participate in the defense of any claim Player has undertaken, and in any circumstance. Player and Player's counsel shall keep WPS and the Team informed of



all material activities and developments in connection with the defense of any claim Player is defending in accordance with the provisions of this Section 8.1(i).

## **Article IX**

### **Rules, Regulations and Discipline**

Section 9.1. Player shall comply with all rules and regulations of the League and Team as set forth in the Player Handbook or as otherwise communicated to Player (including any provisions of this Agreement), and shall be subject to discipline for the violation of such rules or regulations. Such discipline may include, without limitation, fines, youth sports-oriented community service, suspensions without pay and/or termination of this Agreement.

Section 9.2. Player consents to have any fine levied on her by Team or the League deducted from her salary payments and agrees to execute any necessary forms to process such deduction(s).

Section 9.3. Team's obligation to make payments or provide any benefits may (in Team's sole and absolute discretion) be suspended or this Agreement terminated if Player is, or has been found to be, convicted of a criminal offense, whether felony or misdemeanor, involving moral turpitude.

Section 9.4. Without limiting Sections 9.1 to 9.3 above, Player specifically acknowledges that she shall be subject to discipline by Team and/or WPS which may include, but shall not be limited to, fines, suspensions without pay, termination of this Agreement and/or permanent expulsion from WPS if:

(a) she (or any person or entity acting in association with, or on behalf of, her) is involved in any attempt to fix, throw or otherwise affect the outcome, score, or any other aspect of any WPS game other than on its merits;

(b) she (or any person or entity acting in association with, or on behalf of, her) bets, or offers or attempts to bet, money or anything of value on the outcome, score or any other aspect of any WPS game;

(c) she fails to report to Team and WPS any attempt by any person to give or receive money or anything of value to fix, throw or otherwise affect the outcome, score or any other aspect of any WPS game other than on its merits;

(d) she violates the Substance Abuse Guidelines contained in the Player Handbook; or

(e) she makes statements or engages in conduct that, in the sole discretion of the Commissioner, is detrimental to the best interests of Team, WPS or the sport of soccer.

(f) If Player is fined more than \$250, she may, as a sole and exclusive remedy, appeal that disciplinary decision and fine to the Commissioner or her designee and to a committee of the WPS board, who shall conduct a hearing concerning such discipline. Any suspensions, or termination will be subject to a grievance and arbitration process.

## **Article X**

### **Physical Condition, Medical Examination, Injuries and Drug Testing**

Section 10.1. Prior to the start of each WPS Season covered by this Agreement, and in connection with any trade, loan or other transfer of Player, Player shall submit to a complete medical examination by a physician designated by the League or Team (the "Physician") and shall answer completely and truthfully all questions asked of her with respect to her physical and mental condition. If such Physician determines that Player is not fit to play skilled professional soccer, Team shall have the right to suspend Player without pay or to terminate this Agreement without further obligation on the part of either party, provided that Player is not entitled to any compensation pursuant to Section 4.2 hereof. Player may, within three (3) business days of notice of Team's decision to suspend or terminate Player, obtain an opinion from her doctor, at her own expense. If Player's doctor disagrees with Team's doctor, a third doctor selected by the Team's and the Player's doctor will make a neutral determination, which will be final and binding on the parties and not subject to arbitration. Team shall pay any costs associated with obtaining a determination from such third doctor.

Section 10.2. Player agrees to promptly notify Team coach, trainer or physician of any illness, injury or condition contracted or suffered by her which may impair or otherwise affect, either immediately or over time, her ability to play skilled professional soccer.

Section 10.3. Should Player suffer an injury or illness during the Term, she shall submit herself to a medical examination and treatment by a physician designated and/or approved in writing by Team. Such examination and treatment when made at the request of Team shall be paid for by Team, unless such examination and/or treatment is made necessary by some act or conduct of Player contrary to the terms of this Agreement.

Section 10.4. If, in the judgment of the Physician, Player at any time during the Term is not in good physical condition (unless such condition results directly from an injury sustained in the performance of Player's services hereunder) so as to render Player unfit to play skilled professional soccer, Team shall have the right to suspend such Player without pay until such time as in the judgment of the Physician, Player is in sufficiently good physical condition to play skilled soccer. In the event of such suspension, the Salary payable to Player for the League Year during which such suspension occurs shall be reduced by the ratio the numerator of which is the length of the period during which, in the judgment of the Physician, Player is unfit to play skilled soccer, and the denominator of which is the length of such League Season. Team shall continue to provide health insurance benefits during the period of such suspension. Team may or may not, in its sole discretion, elect to purchase short-term disability insurance. In the case of Player's pregnancy, regardless of whether Team has elected to provide players with short term disability coverage, Player will be paid fifty percent (50%) of her salary unless disability insurance payments are available in a greater amount, in which case she shall receive that greater amount, and full benefits during the portion of her contract term with Team that she is unable to play due to her pregnancy. In addition, in the case of pregnancy, Player and Team will negotiate in good faith regarding other services (e.g. marketing) that Player is fit to render to Team.

Section 10.5. Player agrees to submit to drug testing as required under the Substance Abuse Policy, and to execute any necessary documentation related to performing such testing.

Section 10.6. Player agrees to execute any necessary documentation (e.g., HIPAA-compliant releases, etc.) to allow for the obtaining and use of medical information contemplated by this Agreement.

## **Article XI**

### **Pictures, Likenesses, Embodiments, Endorsements and Promotion**

Section 11.1. WPS and Team: For the purposes of this Article XI, “WPS” shall include both WPS and Team.

Section 11.2. Right to Embodiments: Player agrees that during the Term of this Agreement, WPS shall have the right to create or have created Embodiments, individually and/or as part of a group, at or in connection with any training, League Competitions (including Player features for game broadcasts) and/or promotional activities or other activities or events in the course of Player’s employment with Team. Player agrees that WPS shall have Promotional Rights and Game Rights (if applicable) with respect to any Embodiments created under this Agreement. All rights, including but not limited to copyright, worldwide in any such Embodiments shall belong to WPS and Player hereby assigns such rights to WPS together with all causes of action. Except as WPS’s rights of exploitation are limited under this Agreement, all rights in the Embodiments created under this Agreement and all Promotional Rights with respect to such Embodiments shall be exclusive, irrevocable and survive the termination of the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated).

Section 11.3. Grant of Group Licensing Rights – In consideration for the licensing payments below, Player hereby grants to WPS an irrevocable non-exclusive worldwide right, in any and all media now or hereafter known, to license for its use or further assignment or licensing, Player’s Likeness for Licensing Purposes in the discretion of WPS, subject to reasonable Player approval in no more than four (4) business days, provided that the license shall apply only to uses which contain the Likeness of a total of four (4) or more players. For Licensing Purposes that involve products containing Player’s Likeness (not in a group) where consumers do not have the ability to choose which players’ Likeness they will receive (“Individual Non-Consumer Choice Licensing”), the license shall require use of the Likenesses of at least four (4) Players, with each player’s Likeness available in reasonably equal numbers. This Group License does not permit the licensing of products containing Player’s individual Likeness where consumers do have the ability to choose which player’s Likeness they will receive, without the prior consent of Player. WPS will make reasonable efforts to ensure that merchandise sold pursuant to the Group License gives reasonably equivalent prominence among the players whose Likenesses are used.

Section 11.4. Limitations: Absent express approval by Player, including approval under Section 11.24, the rights granted to WPS under this Agreement shall not be construed to include a right to any suggested or implied endorsements or testimonials by Player for any product or service, including in connection with Corporate Sponsorship Agreements referred to in Section 11.7, below. WPS shall not license the right to use individually Player’s Likeness in a series pursuant to Section 11.3, above, in a manner that is designed to feature,

highlight or promote Player to a significantly greater degree than the other WPS players in the series, provided however, that this shall not be construed to preclude any licensee, on a commercially reasonable basis, from manufacturing or distributing larger quantities of Player's Likeness based on market determinations made in the sole discretion of the Licensee, nor shall WPS or any licensee have any responsibility or other obligation with respect to the manner in which such materials may be offered or displayed at retail. Except as specifically provided herein, this Agreement also shall not be construed to limit WPS's right to set terms in agreements with its licensees, including but not limited to for the purpose of protecting WPS's public image.

Section 11.5. Conflicting Seller Agreements: Except as otherwise set forth herein, Player shall have the right to preclude WPS from using her Likeness, pursuant to Section 11.3, above, with a Conflicting Seller of Licensed Merchandise in connection with group licensing activities, if she: (i) has a Bona Fide Exclusive Endorsement Agreement with a Conflicting Seller, and (ii) provides a copy of the duration/term provision, grant provision and signature page of such Bona Fide Exclusive Endorsement Agreement (and a summary of all material terms thereof in the form attached as Schedule 3 to WPS within thirty (30) days of its execution and in no instance later than thirty (30) days prior to the League Year for which she seeks to preclude WPS from using her Likeness, or prior to signing her first Agreement during that League Year, whichever is later. The rights of Player contained in this subsection shall exist only during the term of such Bona Fide Exclusive Endorsement Agreement. In no case shall any Bona Fide Exclusive Endorsement Agreement preclude WPS or any licensee from any use of Player's Likeness: (i) in connection with an Official Equipment Supplier, (ii) in connection with any grant by WPS of the right to use Player's Likeness that took place prior to the execution of this Agreement (including any grant that has been substantially negotiated as of the date of execution of this Agreement), (iii) in connection with any grant by WPS of the right to use Player's Likeness that takes place prior to WPS's receipt (in accordance with this Section 11.5 of a copy of a Bona Fide Exclusive Endorsement Agreement (including any grant that has been substantially negotiated on the date of receipt by WPS and Team of the Bona Fide Exclusive Endorsement Agreement), (iv) in connection with any grant by Player of the right to use her Likeness that takes place more than 30 days prior to a given League Year, or (v) in connection with any other use of Player's Likeness in groups of four (4) or more WPS Players (including Player) or the individual use of Player's Likeness if used with three (3) or more other single player Likenesses in a series, a set, collectible or as part of a sequential product (e.g., video games, trading cards, audio and/or video products, home video devices containing any content described within the definition of Game Rights).

Section 11.6. Sell-Off and Reversion: Upon expiration of the Term, WPS and its licensees shall have a sell-off right to, for a period of 180 days, dispose of all existing and in-process inventory of Licensed Merchandise, subject to the accounting and payment provisions set forth in Sections 11.13-11.15, below. Upon expiration of the Term, WPS shall also have a period of ninety (90) days to complete and exploit any promotion or program, as described in Section 11.3(a), above, that was initiated prior to the end of the Term. Other than Game Rights and Promotional Rights which shall survive the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated), the rights granted to WPS under this Agreement shall upon expiration of the Term otherwise revert to Player. Such reversion shall have no effect on WPS's Game Rights before or after the Term or on WPS's Promotional Rights before or after the Term.



Section 11.7. Corporate Sponsorship Agreements. Without limitation to rights of WPS and/or Team set forth elsewhere in this Agreement:

(a) Notwithstanding anything to the contrary contained in this Agreement, Player acknowledges that WPS may enter into corporate sponsorship agreements with respect to League awards and achievements ("Awards") and (a) if Player is named a recipient of any such Award she shall be required to accept such Award; (b) that such Award sponsor shall be entitled to reasonably announce the fact that Player won the Award in the promotion of its Award sponsorship (e.g., in a congratulatory advertisement), and (c) that, in connection with such announcement and promotion, the Award sponsor shall be entitled to make reasonable use of Player's Likeness.

(b) A sponsor may use Player's Likeness on consumer products sold or delivered, subject to reasonable Player approval within four (4) business days of such use and Player's agreement as to the compensation, if any, to be paid to Player for such use.

(c) A Team-only sponsor may use Player's Likeness only with Likenesses of other members of Team involving a minimum of four (4) players (including Player), and is subject to Player approval which must be provided within four (4) business days.

(d) A Player's Likeness can be used by a sponsor of WPS or Team for any Non-Commercial Use (i.e., promotion of WPS or its teams) or in a sponsor's proud-sponsor advertising or promotions (i.e., as long as no specific product is highlighted for sale in the advertisement or promotion, and further that the League, Team, Player and/or the sport of soccer generally is the central element of the advertisement or promotion), subject to Player approval. With respect to moving images and/or television commercials, WPS will be sensitive to impermissible implied endorsement in television commercials and agree to work in good faith to eliminate any impermissible implied endorsements from television commercials produced in accordance with this provision; provided however, that if all players involved in the moving image or television commercial approve of its use as a suggested or implied endorsement, such suggested or implied endorsement is permissible. The Player understands and agrees that in some circumstances a television commercial and any associated marketing campaign may be sufficiently clear that the sponsor has a sponsorship relationship only with WPS and not with the players whose likenesses are used, so that Player may approve such a use of Player's likenesses in the commercial. The Player will exercise good faith in reviewing and considering her approval of any such commercials.

Section 11.8. Right of Enforcement; Power of Attorney. WPS shall have the right to enforce its/their rights granted by this Agreement without the need to join Player as a party to any such enforcement proceedings. In furtherance of this, Player shall execute powers of attorney (in the form attached as Exhibits B and C) appointing WPS as her attorney-in-fact to prosecute claims of infringement that arise with respect to the rights granted to WPS pursuant to this Agreement. Prior to prosecuting any such claims pursuant to this power of attorney, WPS shall provide Player with notice of any such claims and a reasonable opportunity to take steps to enforce her rights (if any). Player also agrees that WPS may join Player as a party in any proceeding to prosecute or defend any claims relating to this Agreement, and Player hereby consents to such joinder so long as WPS pays for the costs (including reasonable attorney's fees) of prosecuting and/or defending Player's interests in such an action, provided however, that WPS shall not be required to pay such costs (including reasonable attorney's fees) if such joinder is in



connection with Player's obligation to indemnify WPS hereunder. Nothing in this Section 11.8 shall be deemed to require or obligate WPS to prosecute any claim of infringement, and should WPS decline to do so, that shall not preclude the right of Player to prosecute any such claim.

Section 11.9. Exclusivity. Player shall not:

(a) enter into any agreement or understanding for the licensing of products, services or Licensed Merchandise that is inconsistent with or in conflict with any right granted to WPS under this Agreement; or

(b) authorize or encourage any person or entity to engage in any conduct that would conflict or interfere with the rights granted to WPS under this Agreement;

Section 11.10. Further Assurances: Player shall take such additional steps, during and after the Term of this Agreement, as WPS may reasonably request, at no additional cost to WPS, including but not limited to the execution of additional documents by Player that may be reasonably necessary for WPS to implement, confirm or enforce its rights under this Agreement.

Section 11.11. No Additional Limitations: Nothing in this Agreement shall affect, or be construed as a limitation upon, WPS's or any third party's right to use, without regard to the provisions of this Agreement, Player's Likeness for editorial purposes or any other purpose that, as a matter of law, does not require Player's permission or authorization.

Section 11.12. Licensing by Player: Except as expressly provided herein (including but not limited to Section 11.20), nothing in this Agreement is intended to preclude Player from licensing the use of her own Likeness for commercial or charitable purposes, provided that such grants do not interfere with or limit the rights granted to WPS under this Agreement, and provided that such grants or other Player conduct do not suggest or create the impression that WPS is endorsing or sponsoring the commercial or charitable product, program, publication, website or other enterprise.

Section 11.13. License Fee Payable to Player on Player Merchandise Revenue:

(a) If WPS is the originating party for the licensing agreement, WPS shall pay a License Fee equal to forty-five percent (45%) of Player Merchandise Revenue received by WPS for any Licensed Merchandise in, or on which, a WPS player's Likeness appears. If a player is the originating party, WPS shall pay a License Fee equal to fifty-five percent of Player Merchandise Revenue received by WPS for any Licensed Merchandise in, or on which, a WPS player's Likeness appears. The License Fee shall be divided equally among each WPS player whose image appears on, or in connection with, the Licensed Merchandise that generated such Player Merchandise Revenue (hereafter, the "License Fee"). Nothing in this Section 11.13 shall be construed to mean that WPS does not continue to have the right, nor that a Player does not continue to have the right, which each explicitly reserves, to review and approve any licensing arrangements within four (4) business days.

(b) WPS will render a statement of account to Player 180 days after the end of the League Year in which the WPS or Team, as applicable, receives Player Merchandise Revenue and shall include in that statement those categories of information reasonably sufficient

to enable Player to determine how such calculation was made, accompanied by the License Fee payable to Player. WPS and the Team reserve the right to modify the form and content of such statements as either shall reasonably determine. WPS or Team, as applicable, shall be entitled to withhold from all payments of License Fees: (x) any amounts reasonably determined to cover anticipated Losses caused by a breach of any obligation of Player under this Agreement, including without limitation, any obligation for which Player has a duty to indemnify hereunder; and/or (y) a reasonable reserve for estimated returns of any Licensed Merchandise, which reserve will be adjusted by WPS or the Team from time to time as appropriate in view of historical returns experience.

Section 11.14. Accounting: WPS shall keep accurate books of account and records at its principal place of business covering all transactions relating to Player Merchandise Revenue for at least two years after the expiration of this Agreement. Within ninety (90) days after any accounting statement is rendered, Player may, at her sole cost and expense, during business hours for a reasonable period of time, on reasonable prior written notice (but no more than once with respect to each League Year), have a Certified Public Accountant examine and audit such books of account and records with respect to Player Merchandise Revenue and make copies and extracts of the pertinent portions of such books and records. The records supporting any statement may not be examined more than once, and each statement hereunder will be deemed conclusive and binding unless Player sends WPS written notice specifying the objection within twelve (12) months after delivery of the statement, or, if an examination is commenced prior thereto, within thirty (30) days after completion of the examination.

Section 11.15. Deficiencies: Should an audit by Player establish a deficiency between the amount found to be due to Player, and the amount actually paid by WPS, the amount of the deficiency will be paid promptly to Player.

Section 11.16. Copies of Agreements to Player: WPS shall provide Player with copies of any agreement between WPS and a licensee relating to Licensed Merchandise within ten (10) days of the full execution of such an agreement.

Section 11.17. Non-Duplicative Rights: Nothing in this Section 11.17 shall entitle Player to any multiple of any License Fee, accounting statement, or other benefit under this Section simply because the rights conferred and obligations imposed by this Section refer to both WPS and/or Team.

Section 11.18. Player Appearances:

(a) Non-Commercial Appearances. Player understands and agrees that in consideration for a portion of the Salary provided for hereunder, Player shall be required to make a reasonable number of Non-Commercial Appearances, if requested by WPS. Such Non-Commercial Appearances may include, but shall not be limited to, award shows, public service or charitable announcements, non-revenue generating clinics, autograph signing sessions, or hospitality or promotional events involving or relating to League Competitions. WPS may provide additional compensation to a Player for such Non-Commercial Appearances, in its sole discretion;

(b) Commercial Appearances. Player shall be required to make up to six (6) commercial appearances if requested by WPS upon reasonable notice: three (3) Commercial

Appearances for Team (local) sponsors and three (3) Commercial Appearances for WPS (national) sponsors.

(i) Local sponsor Commercial Appearances shall be compensated at a rate of no less than \$200 per Appearance, plus travel and expenses.

(ii) National sponsor Commercial Appearances shall be compensated in an amount of \$500 per appearance.

(iii) The rates set forth in subparagraphs (i) and (ii), above, shall be increased by fifteen percent (15%) in the 2010-11 League Year.

(iv) Each appearance shall be no longer than two hours in duration and the appearance fee shall be adjusted if the appearance requires travel significantly beyond normal commuting distances. Such Commercial Appearances shall be subject to the following restrictions: (1) WPS may not require that Player make more than one Commercial Appearance for any particular WPS sponsor; (2) WPS may not require that Player make a second local sponsor Commercial Appearance before all other Team players (i.e., 18 players) have been provided the opportunity to schedule a first Commercial Appearance; and in the case of national sponsor Commercial Appearances, that WPS may not require that Player make a second Commercial Appearance before at least fifteen (15) other players have been provided the opportunity to schedule a first Commercial Appearance; (3) any Commercial Appearance required by Player is conducted in Team's Territory or in a Territory in which Player shall be present for a League Competition, and four (4) appearances must take place during the League Season unless otherwise mutually agreed. If a national sponsor's headquarters, or the site of its major promotional event for WPS is not within an existing WPS territory, WPS will use reasonable commercial efforts to prioritize the match of a Player to said appearance based on the least amount of travel time possible for a Player to fulfill the national appearance.

(v) WPS may request that Player make a Commercial Appearance that does not comply with the aforementioned criteria, which request Player may accept or reject in her sole discretion.

(vi) Provided that the foregoing restrictions have been complied with, Player agrees to use her best efforts to make any Commercial Appearance requested of her; provided, however, that Player will not be required to make appearances for sponsors in product categories in which Player has a pre-existing Bona Fide Endorsement Agreement.

(c) Hospitality Appearances. Player understands and agrees that in consideration for a portion of the Salary provided for hereunder, Player shall be required to make a reasonable number of Hospitality Appearances for the benefit of sponsors or licensees of WPS or any Affiliates provided, that all required Hospitality Appearances shall take place on the same day as a League Competition which Player's Team is hosting, at or in the immediate vicinity of the site of such League Competition.

(d) Media Appearances. Player understands and agrees that in consideration for a portion of the Salary provided for hereunder, Player shall be required to make a reasonable number of Media Appearances (including but not limited to appearances in media room/press conference areas, locker rooms and near the field of play), if requested by either WPS or Team. Such appearances are in addition to Promotional or community relations appearances made by Player.

Section 11.19. Restrictions on Player Usage: Player agrees that she shall not:

(a) use the name or logo of Team or the League for any commercial purpose unless she shall have received the prior written consent and approval of Team or League in no more than four (4) business days, noting that these commercial purposes may promote the awareness of a Team and the League, and any Non-Commercial Uses must comply with the established WPS and Team logo and marks usage guidelines; or

(b) unless she shall have received the prior written consent and approval of WPS (which may be withheld in WPS's sole and absolute discretion), use or make any endorsements or commercial appearances, sponsor any products, consent to the use by any third party of any name, picture or likeness of Player, (i) in which she appears, either alone or with others, in any official Team uniform, in any attire which closely resembles or is substantially similar to any official Team uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either WPS or any Team, or (ii) in which she appears together with two (2) or more other members of the Team or WPS in which player and the other members, either directly or indirectly, identify themselves as members of the Team or WPS, regardless of their attire, or (iii) in which she either directly or indirectly identifies herself as a member of the Team or WPS. Notwithstanding the above, nothing herein shall be interpreted as limiting Player's right (either individually or in a group setting with six (6) or fewer other members of Team) to describe herself/themselves by their position (e.g., goalkeeper).

Section 11.20. On-Field Equipment: Player agrees that, except as specified in Section 11.21, she shall wear and/or display only such footwear, clothing, equipment and other personal items as are endorsed by WPS (and shall promptly obey and comply with any and all other guidelines and directives hereinafter issued by WPS regarding apparel and/or equipment, permitted or not permitted to be worn or utilized by members of WPS Players, at Team games, practices or training camps, at clinics or other events sponsored or arranged by Team or WPS, at all Player appearances, and/or while traveling with Team).

Section 11.21. Official Equipment Suppliers: Player shall not display any logo upon or endorse, or agree to display any logo upon or endorse, any item of on-field equipment which is not produced by WPS's Official Equipment Supplier(s) (listed in Exhibit A, as it may be updated from time to time), except for footwear (in which case Player's footwear sponsor must enter into a footwear licensing agreement with WPS prior to Player wearing or displaying such footwear in WPS games), goalkeeper's gloves (in which case Player may wear only the goalkeeper gloves branded by the third party during Matches, provided that such provider of goalkeeper gloves has entered into a licensing agreement with WPS) and protective headgear (in which case Player may wear only protective headgear branded by the third party during Matches, provided that such provider of protective headgear has entered into a licensing agreement with WPS. If Player does not have an endorsement agreement for gloves or protective headgear and is wearing such equipment solely for comfort or other physical need, then she may wear PUMA

supplied gear. If the PUMA-supplied headgear is not sufficiently protective, then Player may wear a different product with all branding removed (i.e., white label).

Section 11.22. Permitted Player Marketing Activities: Subject to the limitations in Section 11.21, Player may make any endorsements and commercial appearances and may sponsor any products, whether for pay or not, on behalf of herself or any third party; provided, however, that Player shall not make any such endorsement, commercial appearance or sponsorship which WPS determines, in its reasonable discretion, would be detrimental to or inconsistent with (i) the development of soccer in the United States or (ii) the reputation, integrity or image of WPS. Player agrees that if she does not have a pre-existing Bona Fide Exclusive Endorsement Agreement regarding on-field footwear, then Player shall agree to grant the WPS Apparel Sponsor the first right of negotiation for such Player's endorsement of the Apparel Sponsor's on-field footwear. Player acknowledges, however, that she may not enter into any contracts or other arrangements for endorsements, commercial appearances or sponsorships which would be inconsistent with or impose restrictions on WPS's right to require Player to have her picture taken or Embodiment created for any of the purposes set forth above.

Section 11.23. Game Rights: Player agrees that WPS shall have the exclusive, irrevocable right, during and after the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated) to use, distribute, and/or license, worldwide in any and all media now or hereafter known, Embodiments created by or for WPS of any performance by player during League Competitions (including any features containing a Player during any broadcast), by any means of distribution or other communication, audio and/or visual, including but not limited to home video devices, broadcast, telecast or other transmission or communication (such as, but not limited to radio, satellite radio, television, pay television, cable television, satellite television, internet, microwave or telephone, and any form of cassette, cartridge, laser disc, CD, DVD or other system, or any other means of distribution, whether known or unknown, presently existing or hereafter developed), together with any and all advertising and promotion, in any and all media now or hereafter known, relating thereto ("Game Rights"). After the Term of this Agreement, player agrees that WPS shall continue to have the rights set forth in this Section 11.23, provided, however, that after the termination of this Agreement such rights shall not include the right to use an Embodiment derived from Game Rights to endorse any product or service or in connection with Licensed Merchandise. All rights granted during and after the Term to WPS shall be for the benefit of WPS and its respective assigns, licensees and agents.

Section 11.24. All Licensing, Corporate Sponsorship Agreements, Camp Appearances and Commercial Appearances: Notwithstanding any provision in this Article XI, WPS may approach Player regarding any opportunity and Player is free to reach an agreement regarding that opportunity, including use of Player's likeness in a manner that may suggest implied endorsement.

## **Article XII**

### **Loans and Transfers**

Section 12.1. In connection with a trade or waiver, Player may be required to



relocate to any Team in the League. For the avoidance of doubt, unless this Agreement or any Schedule hereto contains any provision to the contrary, Player's consent shall not be required for any such relocation.

Section 12.2. Team shall have the right during the Term of this Agreement to loan Player's services or at any time to transfer, assign and/or sell the rights to Player's services to any professional soccer team or league outside of WPS provided that Player consents to any such loan, transfer, assignment or sale.

### **Article XIII**

#### **Hazardous Activity and Other Sports**

Player and Team acknowledge and agree that Player's participation in other sports or hazardous activities may impair or destroy her ability and skill as a soccer player. Accordingly, Player agrees that she will not, without Team's written consent, engage in any sport or activity that may endanger her health and safety (including, but not limited to, motorcycling (but not scooters or mopeds), auto racing, sky-diving, bungee-jumping, hang-gliding, in-line skating, skiing, boxing, wrestling, football, basketball, baseball, field or ice hockey, or lacrosse). Nothing contained in this Agreement shall be intended to require Player to obtain Team's written consent in order to participate in, as an amateur, the sport of golf, tennis, swimming, weight training, aerobics, distance running, hiking, biking, softball or volleyball.

### **Article XIV**

#### **Release**

Player understands and acknowledges that dangers of personal injury (including, but not limited to, injury to any unborn fetus) are inherent in participating in the sport of soccer whether in a game, scrimmage, training session, clinic or demonstration, and expressly and voluntarily assumes all risk of death or personal injury sustained while participating in such activities, including the risk of hidden, latent or obvious defects in any of the facilities or equipment used. Player acknowledges the possibility that she or her successors may not fully know the number or magnitude of all the potential liabilities, claims, demands or causes of action (together, "Claims"), but nevertheless intends to assume the risk of such death or personal injury.

### **Article XV**

#### **Unique Skills**

Player represents and agrees that she has extraordinary and unique skill and ability as a soccer player, that the services to be rendered by her under this Agreement cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach by Player of this Agreement will cause irreparable injury to Team and to its assignees. Therefore, if it is alleged by Team that: (i) Player is playing, attempting or threatening to play, or negotiating for the purpose of playing soccer for any person, firm or organization (a "Third Party") during the Term; (ii) negotiating or attempting to negotiate or entering into an agreement that may preclude Player from playing for Team or in WPS during the Term; or then, in each case, Team or its assignees (in addition to any other remedies that may be available to them under this Agreement

or applicable law) shall have the right to obtain from any court or arbitrator having jurisdiction, such equitable relief as may be appropriate, including a decree enjoining Player from playing soccer for any Third Party during any League Season during the Term, without the necessity of posting a bond or other security or proving actual damages. In any such suit, action, or arbitration proceeding brought to obtain such relief, Player hereby waives her right, if any, to trial by jury, and, to the maximum extent permitted by applicable law, waives her right, if any, to interpose any counterclaim or set-off for any cause whatsoever.

## **Article XVI**

### **Dispute Resolution**

Section 16.1. Except for any action brought pursuant to Article XV above, the parties agree that all disputes, claims or controversies between Player and Team and/or League relating to or arising out of Player's employment or termination of employment (including, but not limited to, disputes relating to compensation, benefits, Bonuses, discipline, or the termination of this Agreement), that either party otherwise could have attempted to resolve in state or federal court or in another dispute resolution forum shall be resolved solely and exclusively in accordance with the Grievance Procedure set forth in Player Handbook.

Section 16.2. Player and Team hereby expressly waive all rights to bring for resolution on the merits any claim, action, dispute or grievance to any FIFA body or tribunal, including any right(s) either may have pursuant to the FIFA Regulations Governing the Status and Transfer of Football Players (including without limitation the Application Regulations referenced therein and the dispute resolution, disciplinary and arbitration system set forth in Chapter XIV). Player and Team do agree that once an arbitration award (or resulting judgment) has been rendered pursuant to the Grievance Procedure, either party may immediately take such award or judgment to the relevant FIFA body or tribunal to be entered and enforced.

## **Article XVII**

### **Miscellaneous**

Section 17.1. Notices. (a) All notices given or required to be given pursuant to this Agreement shall be sent by certified mail, return receipt requested, or nationally recognized overnight delivery service or by facsimile and shall be deemed to have been sent on the date stamped by the postal service or such delivery service.

Notices to Team shall be sent to:

**Boston Breakers**

**100 River Ridge Suite 105 Norwood, MA 02062**

Notices to WPS shall be sent to:

Women's Professional Soccer

1750 Montgomery St. 1<sup>st</sup> Floor San Francisco, CA 94111

Attention: Commissioner

(b) Notices to Player shall be sent to the address of Player or her representative as set forth below under their respective names.

Section 17.2. Entire Agreement. This Agreement (plus all schedules and exhibits), Player Handbook and such rules, regulations and orders of the League and Team which are expressly referred to in this Agreement or which shall be referenced in the Player Handbook constitute the sole and entire agreement among the parties and supersede all prior agreements, negotiations and discussion between the parties to the Agreement and/or their representatives. Any amendment to this Agreement must be in writing specifically referring to this Agreement and signed by the parties. Player expressly acknowledges that no promises or commitments have been made other than those set forth in this Agreement. Any schedule or exhibits must be consistent with this Agreement, and any inconsistent provisions are without effect and are superseded by the provisions of this Agreement.

Section 17.3. Governing Law. This Agreement shall be construed according to the laws of the State of New York, without regard to principles of conflicts of laws.

Section 17.4. Non-Applicability of FIFA Regulations: Player hereby agrees that the following provisions in the FIFA Regulations on the Status and Transfer of Players (including the Application Regulations referenced therein) shall not apply to this Agreement:

(a) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Article 18, Paragraph 2. Player agrees and understands that this Agreement shall be for the term set forth herein (which may be for less than one season and/or longer than five years, and which shall include any extensions thereto pursuant to Article 1 and/or Schedule 1 hereto).

(b) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Articles 13, 14, 16. Player agrees that she hereby waives any right she may have pursuant to Chapter IV, Articles 13, 14, and 16 of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement prior to the conclusion of the Term of this Agreement (as defined in Article 1, above).

(c) Chapter IV. Maintenance of Contractual Stability between Professionals and Clubs, Article 15. Player agrees that she hereby waives any right she may have pursuant to Chapter IV, Article 15 of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement for sporting just cause.

(d) Chapter IV. Maintenance of Contractual Stability between Professionals and Clubs, Article 17, Consequences of terminating a contract without just cause. In the case of termination without cause, damages and any other relief would be determined in accordance with dispute resolution procedures herein.

(e) Chapter IV. Maintenance of Contractual Stability between Professionals and Clubs, Article 20 Training Compensation and Article 21 Solidarity mechanism.

(f) Chapter VIII. Jurisdiction, Article 22. Player agrees that the sole and

exclusive dispute resolution procedures available for resolving any dispute between herself and Team or League are as set forth in this Agreement and player Handbook. Player therefore hereby waives any right to bring for resolution on the merits any claim, action, dispute or grievance to any FIFA body or tribunal, including any right(s) she may have pursuant to Chapter VIII, Article 22 of the FIFA Regulations on the Status and Transfer of Players. As set forth above, Player understands and agrees that once a judgment has been rendered pursuant to the mechanism and appeals process provided for above, either League or Team or Player may immediately take such judgment to the relevant FIFA body or tribunal or any court having jurisdiction to be entered and enforced.

Section 17.5. Reservation of Rights. Except as otherwise set forth herein, Team's failure to assert or enforce any of its rights under this Agreement shall not be construed as a waiver of Team's right to subsequently assert or enforce any of its rights under this Agreement or any other Standard Player Contract currently in effect or to which Team is or becomes a party.

Section 17.6. Knowing and Voluntary Agreement: Player acknowledges and agrees, by signing this Agreement below, that she has received in full, read in full and understands in full the terms of this Agreement and is in agreement with them.

Section 17.7. Headings: The headings, including all article, section and subsection numbers in this Agreement, are solely for the convenience of the parties, and shall not be deemed part of, or considered in construing or interpreting, this Agreement.

Section 17.8. Severability: If any part of this Agreement is determined to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability shall not affect the validity of other provisions of this Agreement, and the illegal, invalid or unenforceable part, term or provision shall be deemed to be severable and not part of this Agreement.



AGREED TO AND ACCEPTED:

**Player:**

Signature: \_\_\_\_\_

*Paulina Scasna*

Full Name (print): \_\_\_\_\_

PAVLINA SCASNA

Date of Birth: \_\_\_\_\_

*XXXXXXXXXX*

Street Address: \_\_\_\_\_

*XXXXXXXXXX*

City, State, Zip Code and Country: \_\_\_\_\_

*XXXXXXXXXX* CZECH REPUBLIC

Social Security or Passport No. \_\_\_\_\_

*XXXXXXXXXX*

Nationality: \_\_\_\_\_

*XXXX*

Telephone No.: \_\_\_\_\_

*XXXXXXXXXX*

Fax, E-Mail: \_\_\_\_\_

**Parent or Guardian of player (if applicable):**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

**Representative of Player (if any):**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code and Country: \_\_\_\_\_

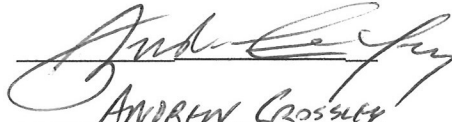
Telephone No.: \_\_\_\_\_

Fax, E-Mail: \_\_\_\_\_

*PS*

[Team]:

Signature:



By:

ANDREW CROSSLEY

Title:

General Manager

**Women's Soccer LLC (with respect to rights and obligations of WPS set forth herein)**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Terms Specific to Player

1. **Alternate Date for commencement of Term of Agreement** (only applicable if not the Effective Date): Not applicable

2. **Agreement Term & Extensions**

*\*Note that the default situation under the Player Contract is that Team has successive 1-year options. \*\*Note to Player: you may negotiate with Team a contract that ends either 30 days after the last day of the League Season OR on the last day of February. If the contract ends 30 days after the last day of the League Season, Team is not obligated to provide you with benefits for the remainder of the League Year after your contract expires.*

**Specify the length of the initial term, including the end date for the Term, and the timing for any option(s).**

A. **Initial Term Length and end date** (e.g., 1 year through February 28, 2011 or 1 year through 30 days after the end of the League Season, 2010):

1 year through 30 days after the end of the League Season 2011

B. **Option(s)** (e.g. years 2 and 3 team option or mutual option. If there is no option, please state as such):

Year 2: Team Option through 30 days after the end of the League Season, 2012

Year 3: Team Option through 30 days after the end of the League Season, 2013

3. **Salary and Payment Schedule (e.g. equal, biweekly, etc.):** Please also specify during what time period the payments will be made (e.g. March through September) for each Year of the Agreement, if applicable (note: option years have mandatory increases as per Section 6.1 of the Agreement)

Year 1: \$25,000 Payment Schedule: March 2011 – August 2011  
(paid twice monthly)

Year 2: \$29,000 Payment Schedule: March 2012 – August 2012  
(paid twice monthly)

Year 3: \$33,000 Payment Schedule: March 2013 – August 2013  
(paid twice monthly)

4. **Player Category:** (e.g., Guaranteed, Semi-Guaranteed, etc) for each year of the contract

Year 1: Semi-Guaranteed

Year 2: Semi- Guaranteed

Year 3: Semi-Guaranteed

**5. Other Items (e.g., performance bonuses):**

Breakers will provide free housing (host family) for the 2011, 2012, and 2013 pre-seasons and seasons. The team will pay for travel to and from Boston from Czech Republic once a year for 2011, 2012 and 2013 seasons. Plus a one time, first year \$2,000 relocation reimbursements with documented receipts.



**Pre-Existing Agreements and  
Bona Fide Exclusive Endorsement Agreements**

1. Player is asked to disclose any Pre-existing Agreements as defined in section 2.15 (i.e., on-field footwear, goalkeeper gloves) and subject to the definition of Bona Fide Exclusive Endorsement Agreement in Section 2.2 of the Agreement, specifically:

a) Name and description of contracting party:

Nike European Operations Netherland B.V. - Czech brand Office  
- football player contract - personal contract - footwear products

b) Copy of the duration/term provision, grant provision and signature page of such Agreement: copy of the contract will be attached

c) Summary of all material terms thereof:

- on-field footwear

2. Other Bona Fide Exclusive Endorsement Agreements, subject to the definition in Section 2.2 of the Agreement, in place at the time of execution of this Agreement (and as updated during the course of this Agreement by the Player), **Please specify: contracting party, term of agreement, specific products involved.**



**WPS Official Equipment Suppliers**

1. PUMA: exclusive apparel
2. Adidas and its subsidiaries: non-exclusive WPS license to footwear and goalkeeper gloves
3. Nike and its subsidiaries: non-exclusive WPS license to footwear and goalkeeper's gloves

**Power of Attorney to Women's Soccer, LLC  
For Prosecution of Infringement Claims**

- A. The undersigned player ("Player"), a party to a Player's Contract with [INSERT Team name] ("Team") in which Player conveys to Women's Soccer, LLC, (WPS), a limited liability company organized and existing under the laws of the State of Delaware and located at 1000 Brannan Street, Suite 401, San Francisco, California 94103, United States of America, certain rights regarding Player's Likeness and Embodiments thereof, has appointed, and hereby appoints, WPS as the true and lawful attorney-in-fact, in any country of the world, for the Player, on her behalf, subject to the terms of the Player's Contract and for the sole purposes as set forth hereinafter, and without excluding or limiting in any way the ability or right of any individual Player to act for herself should WPS decline or fail to exercise such rights.
- B. Pursuant to this appointment, WPS is hereby authorized to take (at WPS's sole expense) any and all necessary steps (including, but not limited to, initiating litigation) and to execute, acknowledge and deliver any and all necessary agreements, instruments, pleadings, and other legal papers solely for purposes of, and as necessary for, protecting and enforcing WPS's rights under Article XI of the Player's Contract in connection with:
- (1) any claim of (a) interference with, or misappropriation or infringement of, any right conferred to WPS under Article XI of the Player's Contract or (b) infringement of rights, including rights of publicity, copyright, trademark or other rights pertaining to Player's Likeness and Embodiments as defined in the Player's Contract (collectively "Likeness" as defined in the Player's Contract); and
  - (2) any claim of unfair competition, unfair trade practice, misappropriation, or the like pertaining to Likeness.
- C. Pursuant to this appointment, WPS, after notice to the Player, is hereby authorized to file, prosecute, and defend (at WPS's sole expense) opposition or cancellation proceedings in connection with applications for (or registrations of) trademarks, service marks, or copyrights of third parties not authorized by the Player pertaining to Likeness.
- D. Without limiting the generality of the foregoing paragraphs, WPS is hereby authorized, as the aforesaid attorney-in-fact:
- (1) to institute and prosecute (at WPS's sole expense) necessary legal, administrative or other proceedings for, or on behalf of, the Player against any and all persons who infringe upon the aforementioned rights;
  - (2) to settle any proceedings that may be brought under the authority of this appointment on such terms as WPS in its discretion may deem advisable; and



- (3) to execute, acknowledge and deliver a general release in the name of the Player in connection with any such proceeding;

provided, however, that WPS shall not settle any proceeding or execute, acknowledge or deliver a general release, as set forth in subparagraphs (2) and (3) of this paragraph D, without the prior written consent of the Player, which consent shall not be unreasonably withheld or delayed.

- E. Solely for the purpose of protecting and enforcing the rights conferred in Article XI of the Player's Contract wherever necessary to do so, WPS is hereby authorized (at WPS's sole expense) to file and/or register a Player's likeness, as a copyright, trademark, service mark, or other form of intellectual property right (as may be appropriate), to the extent such right is included within the rights granted WPS under the Player's Contract in the name of the Player (as may be appropriate) and to maintain (at WPS's sole expense) such filing. Prior to the commencement of any steps relating to such filing or registration, or the maintenance thereof, WPS shall provide reasonable written notice to the Player, the likeness of whom such filing or registration pertains. The Player shall have the right to approve such filing or registration, including the contents thereof, such approval not to be unreasonably withheld or delayed. Subject to such right of approval, the Player agrees to cooperate with and assist WPS (at WPS's sole expense) to the extent necessary to secure and maintain the rights set forth in this paragraph. WPS shall not be obligated to register or take any specific enforcement actions in any particular country. Nothing herein shall be construed to confer on the Player any rights in the Embodiments created by or on behalf of WPS, the exclusive rights to which, subject to the limitations set forth in the Player's Contract remain at all times exclusively in, and are the property of, WPS and the registration of which by or on behalf of WPS in its own name shall require no review or approval by the Player.
- F. The Player shall be notified of any infringements of the Player's rights which may come to WPS's attention, understanding that with respect to any right conferred by the Player's Contract, WPS shall have the sole right, after approval by the Player, such approval not to be unreasonably withheld, to determine whether or not any specific action shall be taken by WPS on account of any such infringement and should WPS decline to do so, that shall not preclude the right of the Player from prosecuting any such claim. The Player shall cooperate to the fullest extent necessary (at WPS's sole expense) to assist WPS in its enforcement efforts herein, including being named as a complainant in any action brought hereunder. All damages or other monetary relief recovered in any action initiated pursuant to this Power of Attorney by reason of a judgment or settlement obtained shall be the property of WPS, and shall be used to reimburse WPS for its fees and costs associated with the action, with the remainder divided between WPS and Player in accordance with the terms of the Player's contract governing license fees. The Player hereby ratifies and confirms whatever the aforesaid attorney-in-fact may lawfully do by virtue hereof.

- G. Nothing in this Power of Attorney is intended to affect the parties and the Players' ownership of their respective intellectual property rights.

IN WITNESS WHEREOF I have hereunto set my hand and signed this on 29<sup>th</sup>  
day of January, 2011

Player's Name: PAULINA SCASNA

Signature: Paulina Scasna

Witness' Name: DOSTISLAV NOVAK

Signature: Dostislav Novak

**Power of Attorney to Team  
For Prosecution of Infringement Claims**

- A. The undersigned player (“Player”), a party to a Player’s Contract with Boston Women’s Soccer LLC d/b/a Boston Breakers (“Team”), a limited liability company organized and existing under the laws of Massachusetts, and located at 100 River Ridge, Suite 105 Norwood, MA 02062, United States of America, in which Player conveys to Team certain rights regarding Player’s Likeness and Embodiments thereof, has appointed, and hereby appoints, Team as the true and lawful attorney-in-fact, in any country of the world, for the Player, on her behalf, subject to the terms of the Player’s Contract and for the sole purposes as set forth hereinafter, and without excluding or limiting in any way the ability or right of any individual Player to act for herself should Team decline or fail to exercise such rights.
- B. Pursuant to this appointment, Team is hereby authorized to take (at Team’s sole expense) any and all necessary steps (including, but not limited to, initiating litigation) and to execute, acknowledge and deliver any and all necessary agreements, instruments, pleadings, and other legal papers solely for purposes of, and as necessary for, protecting and enforcing Team’s rights under Article XI of the Player’s Contract in connection with:
- (1) any claim of (a) interference with, or misappropriation or infringement of, any right conferred to Team under Article XI of the Player’s Contract or (b) infringement of rights, including rights of publicity, copyright, trademark or other rights pertaining to Player’s Likeness and Embodiments as defined in the Player’s Contract (collectively “Likeness” as defined in the Player’s Contract); and
  - (2) any claim of unfair competition, unfair trade practice, misappropriation, or the like pertaining to Likeness.
- C. Pursuant to this appointment, Team, after notice to the Player, is hereby authorized to file, prosecute, and defend (at Team’s sole expense) opposition or cancellation proceedings in connection with applications for (or registrations of) trademarks, service marks, or copyrights of third parties not authorized by the Player pertaining to Likeness.
- D. Without limiting the generality of the foregoing paragraphs, Team is hereby authorized, as the aforesaid attorney-in-fact:
- (1) to institute and prosecute (at Team’s sole expense) necessary legal, administrative or other proceedings for, or on behalf of, the Player against any and all persons who infringe upon the aforementioned rights;
  - (2) to settle any proceedings that may be brought under the authority of this appointment on such terms as Team in its discretion may deem advisable; and

(3) to execute, acknowledge and deliver a general release in the name of the Player in connection with any such proceeding;

provided, however, that Team shall not settle any proceeding or execute, acknowledge or deliver a general release, as set forth in subparagraphs (2) and (3) of this paragraph D, without the prior written consent of the Player, which consent shall not be unreasonably withheld or delayed.

- E. Solely for the purpose of protecting and enforcing the rights conferred in Article XI of the Player's Contract wherever necessary to do so, Team is hereby authorized (at Team's sole expense) to file and/or register a Player's likeness, as a copyright, trademark, service mark, or other form of intellectual property right (as may be appropriate), to the extent such right is included within the rights granted Team under the Player's Contract in the name of the Player (as may be appropriate) and to maintain (at Team's sole expense) such filing. Prior to the commencement of any steps relating to such filing or registration, or the maintenance thereof, Team shall provide reasonable written notice to the Player, the likeness of whom such filing or registration pertains. The Player shall have the right to approve such filing or registration, including the contents thereof, such approval not to be unreasonably withheld or delayed. Subject to such right of approval, the Player agrees to cooperate with and assist Team (at Team's sole expense) to the extent necessary to secure and maintain the rights set forth in this paragraph. Team shall not be obligated to register or take any specific enforcement actions in any particular country. Nothing herein shall be construed to confer on the Player any rights in the Embodiments created by or on behalf of Team, the exclusive rights to which, subject to the limitations set forth in the Player's Contract remain at all times exclusively in, and are the property of, Team and the registration of which by or on behalf of Team in its own name shall require no review or approval by the Player.
- F. The Player shall be notified of any infringements of the Player's rights which may come to the Team's attention, understanding that with respect to any right conferred by the Player's Contract, the Team shall have the sole right, after approval by the Player, such approval not to be unreasonably withheld, to determine whether or not any specific action shall be taken by the Team on account of any such infringement and should the Team decline to do so, that shall not preclude the right of the Player from prosecuting any such claim. The Player shall cooperate to the fullest extent necessary (at Team's sole expense) to assist the Team in its enforcement efforts herein, including being named as a complainant in any action brought hereunder. All damages or other monetary relief recovered in any action initiated pursuant to this Power of Attorney by reason of a judgment or settlement obtained shall be the property of the Team, and shall be used to reimburse the Team for its fees and costs associated with the action, with the remainder divided between the Team and Player in accordance with the terms of the Player's contract governing license fees. The Player hereby ratifies and confirms whatever the aforesaid attorney-in-fact may lawfully do by virtue hereof.



- G. Nothing in this Power of Attorney is intended to affect the parties and the Players' ownership of their respective intellectual property rights.

IN WITNESS WHEREOF I have hereunto set my hand and signed this on 29<sup>th</sup>  
day of January, 2011

Player's Name: PAVLINA SCASNA

Signature: Paulina Scasna

Witness' Name: ROSTISLAV NOYAK

Signature: Rostislav Noyak

**Companies licensed by WPS to use Player Likenesses**

1. Puma

**Companies licensed by Team to use Player Likenesses**