

**GEAR FOR SPORTS / UNDER ARMOUR**

**GOLF PROFESSIONAL AMBASSADOR AGREEMENT**

**Level15**

# This Ambassador Agreement (“Agreement”) is made and entered into on January 1, 2025, by and between the individual identified below (“Ambassador”) and GFSI LLC, a Delaware corporation (“Gear for Sports” or “GFS”) as the exclusive licensee of Under Armour, Inc., a Maryland corporation (“Under Armour”), for Under Armour® apparel in the green-grass golf market. Although GFS is the contracting party, the rights granted and services provided herein by Ambassador to GFS shall be deemed to be granted to, may be enforced by, and shall at the request of GFS be provided to, Under Armour or any of its affiliates.

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| Ambassador Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  |  |
| Club/Facility: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Account#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Shipping Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| GFS Rep Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_PGA Section: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Rep#: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Full 2024 year Sales: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Club/Facility Logo Decoration - Choose one: **Polo Size**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Decorate my pieces with my club/facility logo **Quarter Zip Size**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[ ] Send my pieces plain, with no decoration  **Pant Size:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Glove Size**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **Shoe Size**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

All logos will be embroidered and placed in the left chest field unless garment restrictions do not allow for left chest placement. Logos will be colored to best suit each garment and color.

**1. Term, Territory.** The “**Term**” of this Agreement shall commence effective January 1, 2025 ("**Effective Date**") until December 31, 2025, unless earlier terminated as permitted hereby. ThisAgreement and the rights granted hereunder have world-wide application and validity.

**2. Products.** “**Products**” means athletic and athletically-related or inspired apparel, accessories, and footwear. Products which are now or hereafter manufactured, distributed, developed, marketed, or sold bearing one or more of the UA Marks (defined as Under Armour’s name, logo, marks, and other indicia of origin) shall be referred to as the “**Under Armour Products**.” During the Term, Ambassador shall receive the following Under Armour Products for Ambassador’s professional/competitive/personal use:

* Two (2) seasonal shipments of Under Armour Golf Apparel, Footwear, and Headwear (which includes 12 polos, 4 bottoms, 3 outerwear, 2 footwear, 2 belts, 6 hats, and 5 gloves each of the 2 seasons)
* In addition, Ambassador may receive key energy styles and/or custom Under Armour Products throughout the Term to help promote and support the UNDER ARMOUR brand.

**3. Exclusivity; Use of Under Armour Products.** Ambassador shall recommend Under Armour Products whenever Ambassador has the reasonable opportunity to do so, and shall exclusively wear and/or use Under Armour Products any time Ambassador is working at or playing golf at Ambassador’s club and/or facility. Ambassador’s club and/or facility must maintain GFS/Under Armour Golf as its primary athletic/performance golf apparel and footwear vendor. Ambassador shall also use best efforts, whenever possible, to wear and/or use GFS/Under Armour Golf products when promoting other non-competing sponsors, competing in all tournaments and events, as well as during any instruction, teaching, or promotional/speaking engagement events. **AMBASSADOR SHALL NOT COVER OR OBSCURE ANY PORTION OF ANY UNDER ARMOUR PRODUCTS (INCLUDING, BUT NOT LIMITED TO THE UA MARKS) OTHER THAN AS MAY INCIDENTALLY OCCUR DURING NORMAL USAGE AND SHALL NOT ALTER OR PERMIT THE ALTERATION OF ANY UNDER ARMOUR PRODUCT WORN OR USED BY AMBASSADOR TO RESEMBLE A NON-UNDER ARMOUR PRODUCT.**

**4. Ambassador’s Obligations.**

1. Under Armour Products.
* Ambassador will purchase a minimum of $15,000 worth of Under Armour Products during the Term from Gear for Sports, at wholesale pricing, for purposes of reselling such Under Armour Products at Ambassador’s club and/or facility. Ambassador will comply with all of Under Armour and Gear for Sports’ policies and procedures related to the resale of Under Armour Products.
* Ambassador will carry a minimum of four of eight Under Armour Product categories: Men’s Golf Polos (mandatory), Men’s Mid-Layer/Outerwear (mandatory), Women’s Apparel, Footwear, Headwear, Gloves/Accessories, Sportstyle.
* Ambassador will carry both a Spring and Fall line of Under Armour Products.
* Ambassador will maintain account with GFS in good credit standing.
* Ambassador will consider Under Armour Products for any potential corporate sales opportunities.
* Ambassador commits to utilizing GFS/Under Armour Golf as the primary apparel and footwear vendor for Ambassador’s largest annual tournament/event, as well as outfitting retail golf shop staff.
* Ambassador agrees to use best efforts to support, promote and sell GFS/Under Armour Products throughout the Term.
1. Social Media. Ambassador will use good faith efforts to positively promote GFS and/or the Under Armour Products at least one (1) time per month on Ambassador and/or Ambassador’s club or facility’s social media handles. Ambassador will comply with all applicable laws, rules, and regulations in connection with Ambassador’s social media activities and capture of photos or videos, hereunder or otherwise, relating to Gear for Sports, Under Armour or Under Armour Products. Ambassador represents and warrants that Ambassador has read, understands, and will comply with the Federal Trade Commission regulations regarding celebrity endorsements in advertising set forth at <http://www.ftc.gov/os/2009/10/091005revisedendorsementguides.pdf>.
2. Wear Testing. Upon GFS or Under Armour’s request, Ambassador shall be reasonably available to GFS or Under Armour with respect to wear testing Under Armour Products in development. Ambassador shall report to GFS or Under Armour, either orally or in writing if so requested by GFS or Under Armour, on the Under Armour Products so tested by Ambassador, addressing the fit, design, wear characteristics, function, materials, and construction techniques of the Under Armour Products Ambassador tests. The actual Under Armour Products in development and any information regarding such Under Armour Products is confidential and is owned by Under Armour. If requested by Under Armour, the Under Armour Products in development shall be shrouded or tested in a private location so as to maintain the confidentiality of such Under Armour Products. Ambassador shall promptly notify Under Armour of defects in fit, comfort, or durability of Under Armour Products. Ambassador acknowledges that Ambassador has tested and worn Under Armour Products and that Under Armour Products meet or exceed Ambassador’s performance criteria.

**5. Discount Program.** As consideration for Ambassador’s services set forth herein, Ambassador shall be able to purchase Under Armour Products for Ambassador’s personal use at a discounted rate pursuant to Under Armour’s VIP Discount Program (“**Discount Program**”). The total amount of Under Armour Products purchased by Ambassador during the Term pursuant to the Discount Program will be capped at $2,500. Ambassador must adhere at all times to the Discount Program policies, a current version of which is attached hereto as **Exhibit A**. GFS and Under Armour reserve the right to modify, update, or cancel the Discount Program or its policies at any time.

**6. Conduct; Non-Disparagement.** Ambassador represents and warrants that Ambassador has disclosed to GFS Ambassador’s past commission of any act, or involvement in any event or circumstance (in each case, if any), publicly known or not, that reflects unfavorably on Ambassador, GFS, or Under Armour, or any affiliate, employee or representative of the foregoing entities, or the Under Armour Products (“**Misconduct**”). During the Term, Ambassador shall not commit any act, or become involved in any event or circumstance, that constitutes Misconduct. During and after the Term, Ambassador shall not disparage, criticize, or express any comment which might adversely affect the goodwill or positive image of Under Armour, Gear for Sports, or any affiliate, employee or representative of the foregoing entities, or the Under Armour Products.

**7. Termination**. GFS will have the right to terminate this Agreement for any reason, with cause or without cause, by providing Ambassador with at least thirty (30) days prior written notice. In addition, GFS shall have the right in its discretion to terminate this Agreement immediately upon written notice to Ambassador: **(A)** in the event of a material breach of this Agreement by Ambassador and a failure by Ambassador to cure such breach within fifteen (15) days of written notice thereof; **(B)** if Ambassador dies; and/or **(C)** if Ambassador commits any act or is involved in any occurrence which constitutes Misconduct, violates widely-held principles of public morality or decency, constitutes an offense or crime of moral turpitude in the jurisdiction in which it is committed, and/or, in the reasonable discretion of GFS or Under Armour, reflects unfavorably on Ambassador, Under Armour, the Under Armour Products, and/or Gear for Sports.

# 8. Indemnification. Ambassador shall indemnify and hold Under Armour and Gear for Sports harmless from and against any and all claims, suits, liabilities, judgments, damages, losses, costs, and expenses, including without limitation reasonable attorney fees, arising out of: (A) the breach by Ambassador of this Agreement; or (B) any acts or omissions of Ambassador. This provision shall survive termination or expiration of this Agreement.

**9. LIMITATION OF LIABILITY. NEITHER Under Armour NOR GEAR FOR SPORTS shall be liable to ambassador for any injury or damage suffered from wearing or using UNDER ARMOUR Products. IN ADDITION, GEAR FOR SPORTS and under Armour hereby disclaims and ambassador hereby waives all express and implied warranties (including, without limitation, the warranties of merchantability or fitness for a particular purpose) with respect to UNDER ARMOUR Products.  Under no circumstances shall Under Armour OR GEAR FOR SPORTS be liable for consequential, special, indirect, punitive, exemplary or incidental damages, including, without limitation, lost profits and opportunity costs, arising out of this Agreement. This provision shall survive the termination or expiration of this agreement.**

# 10. Confidentiality. Except as otherwise required by law, Ambassador and Ambassador’s representatives shall not disclose to any person or entity the financial or other material terms of this Agreement (except that Ambassador may disclose such terms to Ambassador’s legal and financial representatives), the marketing plans of Gear for Sports and/or Under Armour, or any other information relating to Gear for Sports, Under Armour, or the Under Armour Products, which is confidential, proprietary and/or not generally available to the public. In no circumstance may Ambassador make any public statements or issue any press releases regarding Ambassador’s relationship with Gear for Sports or Under Armour without the express prior written consent of Gear for Sports and Under Armour. This provision will survive the termination or expiration of this Agreement.

# 11. Force Majeure. Except as otherwise provided herein, neither Ambassador nor Gear for Sports shall be held responsible for any loss, damage, or delay suffered by the other party owing to any cause that is beyond the reasonable control of, and not caused by, the defaulting party, but which renders the defaulting party’s performance impractical or impossible (“Force Majeure Event”).  A party wishing to invoke this Section shall give prompt written notice to the other party indicating that a Force Majeure Event has occurred.  The defaulting party shall promptly resume performance of its obligations the moment such Force Majeure Event cease to exist. Notwithstanding any of the foregoing, should a Force Majeure Event continue for a period of more than sixty (60) days, the non-defaulting party (i.e., the party not claiming relief) shall have the right to terminate this Agreement immediately with written notice.  Upon such termination, each Party shall be relieved of its respective obligations.

**12.** **Miscellaneous**. This Agreement shall be enforced, governed and construed in accordance with the laws of the State of Kansas, without regard to its conflicts of law provisions. In the event of a dispute related to this Agreement, the parties hereby submit and agree to be subject to the exclusive jurisdiction and venue of the United States District Court for the District of Kansas or, in the event such jurisdiction is not available, any of the appropriate courts of the State of Kansas. This provision shall survive the termination or expiration of this Agreement. Each party represents and warrants to the other party that: (1) it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, and grant all of the rights granted by it under this Agreement; (2) this Agreement has been duly executed and delivered on its behalf and is a valid and binding obligation enforceable against it in accordance with its terms; and (3) in the performance of its obligations hereunder, it will comply with all applicable laws, rules, and regulations. This Agreement constitutes the entire understanding between the parties hereto and supersedes all prior agreements whether written or oral. No waiver, modification or addition to this Agreement shall be valid unless made in writing and signed by the parties hereto. Nothing contained in this Agreement shall be construed as establishing an employer-employee, partnership or joint venture relationship between the parties hereto. Ambassador is an independent contractor and shall pay all taxes due on any consideration received under this Agreement. If a court having proper jurisdiction holds a particular provision of this Agreement unenforceable or invalid for any reason, that provision shall be modified only to the extent necessary in the opinion of such court to make it enforceable and valid (while most closely approximating the intent and economic effect of the invalid provision) and the remainder of this Agreement shall remain valid and enforceable. In the event the court determines such modification is not possible, the provision shall be deemed severable and deleted, and all other provisions of this Agreement shall remain unchanged and in full force and effect. This Agreement and any rights or obligations of Ambassador hereunder are personal to Ambassador and shall not be assigned or delegated without the prior written consent of Under Armour. Any assignment in violation of this provision is void. Any notice provided hereunder shall be in writing and deemed given if sent postage prepaid via registered or certified mail, by verifiable facsimile transmission, hand delivery, or electronic mail with confirmation of receipt, or by express courier service with confirmed delivery, to the recipient at the addresses set forth herein (unless written notice of a change of address has been provided) and shall be deemed to have been given at the time it is sent properly addressed and posted. Notices to Gear for Sports shall be sent to: Legal Department, GFSI LLC c/o Hanesbrands Inc. 1001 East Hanes Mill Road, Winston-Salem, North Carolina, 27105.

Ambassador and Gear for Sports acknowledge that they have had the opportunity to review and understand the terms of this Agreement and have had the opportunity to consult with legal counsel of their choice. By signing below, the parties agree to and accept all the terms and conditions set forth in this Agreement.

**GFSI LLC AMBASSADOR**

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

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

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

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A – VIP DISCOUNT PROGRAM POLICY**

Under Armour VIP Program and Discount Policy

Contracted Assets / Individuals

## Discount Details

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### VIPs are permitted to use their discounts online (at [www.underarmour.com](http://www.underarmour.com)). VIPs are not permitted to use their discounts at Under Armour Brand House or Factory House Stores. Each VIP will receive discounted pricing of 50% off of retail pricing and 30% off of discounted pricing online. These discounts are subject to change by Under Armour at any time. VIPs may only select ground shipping, and may not use rush shipping methods.

The VIP User Manual will provide necessary details for accessing a VIP’s discount on www.underarmour.com.

# VIP Terms and Conditions

It is Under Armour’s expectation that VIPs adhere to the VIP Manual and all VIP Discount Program terms and conditions. This includes the following:

* VIPs may not share their VIP log-in information with others, nor may VIPs allow others to access their account;
* VIPs must place online orders using a credit card linked to the VIP (i.e., the name on the credit card matches that of the VIP);
* VIPs may not place bulk orders for products (i.e., no more than 10 of an item); and
* VIP products must be for personal use. VIPs may not purchase products with the intent to resell or receive payment for such products.

In the event Under Armour reasonably determines in its discretion that a VIP is violating the VIP Manual and/or VIP Discount Program terms and conditions, Under Armour reserves the right to immediately eliminate such VIP from the Discount Program.

# Resources for Asking Questions and Reporting Concerns

For any questions related to the process, please contact VIP Customer Service at UAVIP@underarmour.com.

**Updates / Changes / Modifications**

Under Armour reserves the right to update, change, modify, and/or eliminate the VIP Discount Policy at any time, and will use good faith efforts to provide VIPs with reasonable prior notice.