

ASSISTANT FOOTBALL COACH/OFFENSIVE COORDINATOR
EMPLOYMENT AGREEMENT

The BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS, acting for the UNIVERSITY OF ARKANSAS ("UA") and the following identified individual ("Employee"), enter into this Employment Agreement, which is comprised of this document together with the ***General Terms and Conditions to Employment Agreement***, which is attached and incorporated herein by reference ("Agreement").

Employee: Robert P. Petrino Position: Assistant Football Coach/Offensive Coordinator Address for Notice: Fred W. Smith Football Center, Fayetteville, AR, 72701 Term: December 3, 2023 to February 28, 2026 Annual Salary: \$350,000 (from 12/3/2023 to 2/28/2024) \$500,000 (from 3/1/2024 to 2/28/2025) \$500,000 (from 3/1/2025 to 2/28/2026) Other Compensation: \$1,000,000 (from 3/1/2024 to 2/28/2025) \$1,100,000 (from 3/1/2025 to 2/28/2026) Special Provisions: Athletic Tickets: up to 8 tickets to each UA home football game; up to immediate family members (spouse and children) to each UA home game for other sports Nike Elite Allowance: \$2,000 annual Club Membership: Fayetteville Athletic Club or Paradise Valley Golf Course Car or Car Allowance: \$7,200 annual allowance	<u>Annual Performance Incentives:</u> <table> <tr> <td><u>Team SEC Achievement</u></td><td><u>Annual Salary</u></td></tr> <tr> <td>Appear in SEC Championship:</td><td>0.5 month</td></tr> <tr> <td>Win SEC Championship:</td><td>1 month</td></tr> <tr> <td><u>Team Postseason Achievement</u></td><td></td></tr> <tr> <td>Win National Championship Game</td><td>3 months</td></tr> <tr> <td>Appear in CFP Final Game</td><td>2 months</td></tr> <tr> <td>Appear in CFP Semifinal Game</td><td>1.75 months</td></tr> <tr> <td>Appear in New Year's Six Bowl Game (when not a Semifinal Playoff Game)</td><td>1.5 months</td></tr> <tr> <td>Appear in the Citrus Bowl</td><td>1.25 months</td></tr> <tr> <td>Appear in any other Non-New Year's Six Bowl Game</td><td>1 month</td></tr> </table>	<u>Team SEC Achievement</u>	<u>Annual Salary</u>	Appear in SEC Championship:	0.5 month	Win SEC Championship:	1 month	<u>Team Postseason Achievement</u>		Win National Championship Game	3 months	Appear in CFP Final Game	2 months	Appear in CFP Semifinal Game	1.75 months	Appear in New Year's Six Bowl Game (when not a Semifinal Playoff Game)	1.5 months	Appear in the Citrus Bowl	1.25 months	Appear in any other Non-New Year's Six Bowl Game	1 month
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The foregoing Annual Performance Incentives are non-cumulative, and Employee shall receive the highest Team SEC Achievement and the highest Team Postseason Achievement for the category listed above. By entering into this Agreement, the Board shall be deemed to have approved all payments due Employee which shall be in excess of the line-item salary, and to the extent required by law, the Board shall review and approve all payments due Employee as required

under this Agreement which shall be in excess of the line-item salary.

This offer is contingent upon the satisfactory completion of a criminal background and sex offender registry check, determination of satisfactory is at the sole discretion of the UA. This offer assumes that you can provide proof of legal authority to work in the United States on your first day of employment.

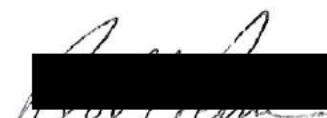
UA fringe benefits offered to employees appointed for half-time or greater include (depending upon choice and qualification) group health insurance, group life insurance, group dental insurance, vision insurance, retirement plan options (TIAA or Fidelity Investments), Social Security/Medicare, and short-term and long-term disability insurance. New employees must enroll with Human Resources (Administration Building, Room 222) within thirty-one (31) days of appointment date for desired participation. Employee will be required to provide documentation of dependent eligibility if Employee will be covering a spouse and/or dependents on UA health, dental and vision insurance. Benefits will become effective the first of the month following submission of required enrollment materials. Detailed information on UA benefits can be found on the UA Human Resources website: <http://hr.uark.edu/benefits/default.aspx>.

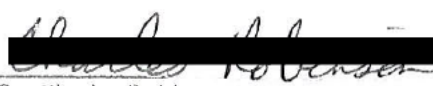
In accordance with UA policies and procedures, moving expenses for one (1) move from Employee's previous residence to Employee's new destination and up to ninety (90) days of temporary housing, in an amount not to exceed twenty-five thousand dollars (\$25,000). The move must occur within three hundred and sixty-five (365) days of Employee's start date. UA will not be financially responsible nor reimburse Employee for any moving expenses incurred after three hundred and sixty-five (365) days of Employee's start date. Further, only expenses related to the actual move/relocation of Employee's household goods and personal property; and travel with prior UA approval, including lodging from Employee's previous residence to the new destination (this includes one (1) night's lodging upon arrival in the locale of Employee's new destination), will be reimbursed by the UA. Should Employee resign this position within twelve (12) months of employment, Employee will be required to repay UA all money received for moving and relocation expenses. UA's moving expense policy can be found at <https://vcfa.uark.edu/policies/fayetteville/vefa/4111.php>.

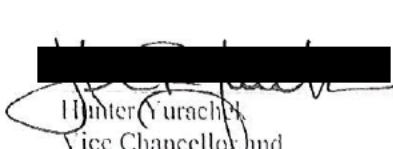
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By signing below, the UA and Employee agree to the terms of this Agreement.


[Redacted]
Dr. Donald R. Bobbitt
President, UA System
Date 11/29/23


[Redacted]
Robert P. Pelono
Assistant Football Coach
Offensive Coordinator
Date 11-29-23


[Redacted]
Dr. Charles Robinson
Chancellor, UA
Date 11-29-23


[Redacted]
Hunter Yurachek
Vice Chancellor and
Director of Athletics, UA
Date 11/29/23


[Redacted]
Sam Pittman
Head Football Coach, UA
Date 11-29-23

GENERAL TERMS AND CONDITIONS **TO EMPLOYMENT AGREEMENT**

These General Terms and Conditions to Employment Agreement are incorporated into and made a part of the Employment Agreement ("Agreement") entered into by and between the BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS ("Board"), acting for the UNIVERSITY OF ARKANSAS (collectively, "UA"), and Employee. UA and Employee are sometimes collectively referred to hereinafter as the "Parties" and individually as a "Party". The defined terms in these General Terms and Conditions shall have the same meaning as the capitalized terms in the Employment Agreement. The Parties agree that the athletic program serves an educational purpose and advances the institution's overall educational mission. As such, the Parties agree that the Agreement shall be interpreted and applied to assist the UA in fulfilling its educational mission in helping student-athletes achieve their full potential academically and athletically.

1. **Duties and Responsibilities.** In addition to the essential job duties and responsibilities set forth in the Agreement, Employee covenants and agrees to perform the following essential functions and duties of Employee's position:

(a) Employee will carry out the essential duties and responsibilities of the position of Assistant Football Coach under this Agreement to the satisfaction of the Head Football Coach, Director of Athletics, and the Chancellor. Employee acknowledges that Employee has familiarized him/herself with all policies, procedures, rules and regulations of the Board, the UA, the National Collegiate Athletic Association ("NCAA"), and the Southeastern Conference ("SEC"). Employee covenants and agrees to be a loyal employee of UA. Employee owes his/her primary professional allegiance to UA, and his or her primary commitment of time and intellectual energies shall be UA and its intercollegiate football program ("Razorback Football Program"). Employee acknowledges and agrees that poor performance or refusal to perform assigned responsibilities or misconduct of any kind will result in appropriate disciplinary or corrective action. Employee is responsible for using his/her best efforts to maintain good public and alumni relations, and for promoting and participating in various fund raising, campus and community outreach, alumni and other events at the request of the Vice Chancellor and Director of Athletics ("Director of Athletics").

(b) Abiding by and complying with all present and future "Governing Athletic Rules" (as defined herein) and working cooperatively with UA's Faculty Athletics Representative and compliance personnel on compliance matters and NCAA and SEC rules education. For purposes of the Agreement, the term "Governing Athletic Rules" shall mean and refer to any and all present and future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto promulgated hereafter by the NCAA or the SEC or any successor of such association or conference, or by any other athletic conference or governing body hereafter having regulatory power or authority relating to UA's athletics programs as well as any applicable laws enacted by the State of Arkansas and/or the federal government governing intercollegiate athletics. Employee agrees to personally comply with, and to exercise due care that all personnel and/or students subject to Employee's control or authority comply with the Governing Athletic Rules relating to recruiting and furnishing unauthorized extra benefits to recruits and student-athletes, including, but not limited to, the purchase and sale of game tickets and furnishing unauthorized transportation, housing, and meals, and with laws and Governing Athletic Rules relating to sports agents, gambling, betting, and bookmaking, and the illegal sale, use, or possession of controlled substances, narcotics, or other chemicals or steroids. In the event Employee has knowledge

of, or has reasonable cause to believe, that violations of the Governing Athletic Rules, UA policies or laws have taken place, Employee shall immediately report such information or belief to the Director of Athletics and the Compliance Office. UA shall maintain a Compliance Office with staff to assist Employee in fulfilling the obligations under this subsection and to respond to questions concerning compliance matters. Employee covenants and agrees to cooperate with the Compliance Office and in all compliance matters. Employee shall further have the affirmative obligation to cooperate fully and completely in any NCAA infraction process, including the investigation, process, adjudication and appeal of any alleged violation of Governing Athletic Rules or case.

(c) If Employee is found to be in violation of Governing Athletic Rules while employed by UA, Employee shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures and subject to other disciplinary action and/or termination as permitted under this Agreement.

(d) Employee shall exercise due care to avoid inappropriate involvement by Employee, or any individual (including, but not limited to, student-athletes) under Employee's supervision with non-employee "representatives of the institution's athletic interests," which is contrary to the Governing Athletic Rules. UA shall notify Employee of any concerns that it may have regarding such involvement.

(e) Employee recognizes and acknowledges the importance of the maintenance and observance of the principles of institutional control as contemplated by the Governing Athletic Rules over every aspect of the UA's athletic program. Employee agrees to recognize and respect those relationships and the organizational structure of UA.

(f) Employee shall comply with all terms and conditions outlined in any NCAA Oversight Plan provided to Employee by UA throughout the Term of this Agreement and any extensions of the Term.

2. **Special Provisions.** Subject to all UA policies and procedures, Employee shall be eligible for the Special Provisions specified in the Agreement and no others, except for benefits currently provided to other similarly situated non-classified, non-academic employees: major medical and employer furnished and optional life insurance; employer furnished and optional long-term disability insurance; UA contribution to an approved retirement program; sick leave; tuition reduction for Employee and Employee's legal dependents; and such other benefits currently provided for UA non-classified, non-academic employees (excluding annual leave). In the event of any conflict between this Agreement and UA's Staff Handbook or other policies, this Agreement shall control and take precedence. Employee shall be responsible for any and all applicable state and federal taxes, and UA shall be authorized to withhold any and all applicable state and federal taxes on such payments and/or receipt of benefits to the extent required by the IRS and applicable law. Special Provisions may include any or all of the following, subject to the following additional terms and conditions:

(a) **Athletic Tickets.** Employee will be provided complimentary tickets for Employee's immediate family members (spouse and children) to all UA home games for the Term and any extension thereof. Employee agrees that tickets may not be resold and should be used in accordance with UA and department policies.

(b) Compulsory Job Apparel. Employee will be provided athletic apparel for use in an official working capacity which allows Employee to represent UA at official events, to complete coaching and recruiting duties and responsibilities, and to satisfy the contractual requirements of all UA sponsorship agreements. Employee agrees that apparel is to be worn only in the performance of official duties, shall not be resold, shall be returned to the Athletic Department upon termination of this Agreement by either Party, and shall be used in accordance with UA and Athletic Department policies.

(c) Athletic Apparel Allowance. Employee will be provided product allowance that will provide apparel for the Employee's personal use, contingent upon the current apparel sponsorship agreement being in place and product allowance being provided by sponsor. Employee agrees that product and apparel may not be resold.

(d) Club Membership. Employee will be provided an individual or family membership to either the Fayetteville Athletic Club or the Paradise Valley Athletic Club for the Term and any extension thereof, provided that such memberships are made available to UA for the benefit of its employees. UA shall not be responsible for additional purchases, including, but not limited to, apparel, food or drinks.

(e) Car or Car Allowance. Pursuant to the UA's courtesy vehicle program, UA, in its sole discretion, may provide Employee with the use of either one (1) car provided on a loaned basis by supporters of UA's athletics programs or a car allowance, for each year of the Term and any extensions thereof, subject to all applicable state and federal tax reporting and withholding requirements. It is understood and agreed that the use of the car may be terminated at any time at the exclusive option of UA. Upon the expiration or termination of this Agreement or the courtesy vehicle program, whichever occurs earlier, Employee shall return the automobile to the UA or to the dealer at the date and time requested by the UA. Employee shall be responsible for following the departmental policy for loaned vehicles, including providing periodic reports of vehicle information. Employee shall be solely responsible for expenses for maintenance, operation, insurance and any damages to the loaned car and for otherwise complying with the courtesy vehicle program. If Employee is reassigned to another position during the Term of this Agreement or any extensions thereof, then Employee shall no longer have the right to the use of a loaned car. In the event the loaner vehicle program ends, the UA shall no longer be responsible to provide a car; provided, however, that in the event the loaner vehicle program ends, the UA shall provide an annual or monthly car allowance to Employee. Employee's car allowance shall be paid in equal monthly installments on the last working day of each month (with any partial month being prorated) and consistent with the UA's routine payroll cycle.

(f) Moving Expenses and Temporary Housing. UA shall provide Employee with reasonable moving and relocation expenses not to exceed twenty-five thousand dollars (\$25,000) in accordance with UA policies, and ninety (90) days of temporary housing. Employee shall be responsible for any and all applicable state and federal taxes, and the UA shall be authorized to withhold all applicable taxes on such payments to the extent required by law.

3. Annual Performance Incentives. Consistent with the amounts set forth in the Employment

Agreement, Employee may be eligible for Annual Performance Incentives if specified in the Agreement; provided, however, that any compensation for performance incentives shall not constitute any portion of Employee's Annual Salary or Other Compensation (if any). Employee understands and agrees that payment will be made in accordance with UA policies and procedures, and that all amounts due under this Agreement that are in excess of the line-item maximum salary established by legislative appropriation acts for Employee's position must be approved by the Board. Annual Performance Incentives will not be paid to Employee in any given year if any of the following circumstances occur, regardless of whether any achievement incentive has already been attained: (a) Level I or Level II NCAA violations attributable to the Employee or for which the Employee is responsible, that occurred during Employee's employment with UA or at another NCAA-member institution that Employee failed to disclose prior to execution of this Agreement; (b) UA or any of Employee's former employers are on probation for any NCAA violations attributable to the Employee or for which the Employee is responsible; (c) Employee voluntarily resigns from his/her employment; (d) Employee is placed on leave, suspended or disciplined for a violation of UA policy, Governing Athletic Rules, or other applicable law; (e) Employee is terminated from his/her employment for cause; (f) Employee fails to timely report or cooperate with the investigation of any alleged Board, UA, Governing Athletic Rules or Title IX violation, during Employee's employment with UA or related to another NCAA-member institution after execution of this Agreement; (g) Employee fails to accurately and completely report all conflict of interests and outside income or timely submit the related required forms; or (h) Employee fails to follow UA policies, applicable law or a reasonable directive of the Head Football Coach or Director of Athletics. If violations of UA policy, state or federal law, or alleged NCAA or Title IX violations attributable to the Employee or for which the Employee is responsible are under investigation, then Annual Performance Incentives may be withheld by UA pending the outcome of the matter.

4. **Indemnification.** Employee represents and warrants to UA that his acceptance of employment at UA and his performance of the duties of this position will not violate any other contract or obligation to any other party. Employee further represents that he has not engaged in any previously undisclosed acts or omissions that could possibly constitute any basis for a claimed violation of any federal, state, or local law, any common law, or of any rule, regulation, or bylaw promulgated by the NCAA, the SEC, or by any other administrative body. Employee agrees to cooperate fully and completely with any investigation of any alleged violation of any law, rule, regulation, bylaw, or policy related to his employment with UA or while employed at another NCAA-member institution, including but not limited to, any investigation conducted by law enforcement officials, the UA, the NCAA, or the SEC. Employee further agrees to indemnify and hold the UA harmless from and against any and all claims of any nature whatsoever which Employee's former employers or other third parties have asserted or might possibly assert against UA with regard to UA's hiring and employment of Employee (including attorneys' fees and costs) and/or for any violation by Employee of any law, bylaw, rule, regulation, or policy that is determined upon final adjudication and after exhaustion of all applicable appeals and process to be directly attributable to Employee. The UA shall give Employee reasonable notice of any demands, claims or the filing of any litigation as soon as possible. With respect to any such claims, demands or litigation, Employee will cooperate and participate jointly in the defense of any such action. The fact that this indemnification provision is included in this Agreement shall not operate as, or be deemed, construed, or interpreted as an admission of liability by UA or Employee, and any such alleged liability is expressly denied by each of the Parties.

5. **Designation of Athletics Apparel, Shoes and Equipment.** Employee agrees that UA controls all rights to designate the apparel, shoes, equipment, and other items (whether athletically

related or not) to be used in all of its existing and future athletics programs without exception. Employee agrees to use all apparel, shoes and equipment provided by UA, and to promote UA's relationship with the official partner(s) of Razorback Athletics. Employee shall not have the right to endorse, wear or use any apparel, shoes, equipment or other items (whether athletically related or not) in the performance of duties under the Agreement without the prior approval of the Director of Athletics.

6. **Outside Employment.** Employee shall devote his/her entire productive time, ability, and attention to UA duties and responsibilities during the Term and any extensions thereof. Employee shall not directly or indirectly render any services or work of a business, commercial, or professional nature to any other person, business or organization whether for compensation or otherwise except as specifically permitted under the Agreement. In accordance with Board Policy 450.1, Employee may engage in outside employment that will affirmatively contribute to professional advancement or correlate usefully with UA work subject to the terms and conditions set forth in the Agreement. Any such outside employment shall not interfere or conflict in any way with Employee's UA duties or UA assignments. Written approval of such outside employment shall be obtained from the Director of Athletics in advance of any such outside employment. Outside employment of Employee shall comply with the policies of the Board, the UA, and applicable Governing Athletic Rules. In accordance with NCAA Rule 11.2.2 and Board Policy 450.1, as the same may be amended hereafter, and such other rules and policies adopted by the NCAA or UA, Employee shall annually report outside employment for compensation, including all athletically related income and benefits from sources outside UA, and the time spent on all outside employment, through the Director of Athletics to the Chancellor. The report shall include a detailed accounting of all income received by Employee for participation in any athletically related activities. The date of such reports shall be determined by UA.

Employee shall effectively communicate to any approved outside employers that the outside employment is Employee's own responsibility and that Employee does not act as an agent or representative of UA. UA facilities, property, or team images shall not be used in such outside employment except with permission of the Director of Athletics, and payment of appropriate fees may be required. Under no circumstances shall UA guarantee any such outside employment. All outside employment shall be independent of Employee's employment at UA, and UA shall have no responsibility or liability for claims arising therefrom. In the event UA dismisses Employee or terminates the Agreement, regardless of the reason or timing of such action, Employee shall have no claim or cause of action against UA for loss of any contract or income Employee may have otherwise received from outside employment, including, but not limited to, consequential, incidental, punitive or any other types of damages or expenses (including attorneys' fees and costs) of any nature whatsoever.

Without limiting the generality of the foregoing and subject to receiving prior approval as specified, such outside employment may include:

- (a) **Consulting or Endorsements.** Notwithstanding any other provision of this Agreement, Employee acknowledges that UA has contracted with and entered into qualified sponsorships and other agreements with third parties, and Employee will not contract directly as a consultant for any products and services or for the endorsement of any person, entity, promotion, products or services unless granted advance written permission by the Director of Athletics. Employee further agrees that UA may in the future seek to modify, extend or enter into new contracts with third parties and, if permitted by applicable law, may utilize all or a part of the cash proceeds from such contracts to pay part of Employee's Annual Salary

hereunder, Other Compensation (if any), and for the benefit of UA's Athletic Department. Employee agrees to be bound by and cooperate with UA in fulfilling the terms and conditions of any existing or future UA Athletic Department related agreements, including, but not limited to, contracts between UA and manufacturers, vendors of athletic apparel, equipment, shoes, isotonic and other beverage and food services, as well as all other products and services, and any other agreements or arrangements with third parties.

(b) Speaking Engagements. With the Director of Athletics' prior written approval for outside employment, Employee may agree to make appearances and/or speeches for a fee, so long as such appearances or speeches are not inconsistent with the interests of UA. Employee shall use Employee's best efforts to perform such speaking engagements in a professional way and manner.

7. Use of Employee's Name, Image and Likeness. Employee hereby grants, and UA accepts, a perpetual, royalty-free license anywhere in the universe to use Employee's name, nickname, initials, autograph, facsimile signature, slogans, voice, video, film portrayals, likeness, image, any other means of endorsement or identification of or by Employee, derivatives of any of the preceding, and any resemblance and other indicia closely identified with Employee (the "License"). The scope of the License shall include, but not be limited to, the right: (a) to promote and develop the Razorback brand, the Razorback Football Program, UA's Athletic Department, and UA; and (b) to comply with any contracts or sponsorship agreements entered into between UA and any sponsor, manufacturer or vendor of athletic apparel, shoes, beverages or other products and services; and (c) to advance the best interests of UA, including, but not limited to, the right to authorize, sublicense, or grant any sponsor, manufacturer or vendor the right to use the License for the purpose of promoting the athletic apparel, shoes, beverages or other products and services supplied to UA; provided, however, that any such use of the License is in good taste and does not reflect negatively upon Employee or UA. This assignment includes, but is not limited to, intellectual property rights under any and all trademarks and copyrights and applications therefore which have been obtained or filed, or may be filed in the future with respect to the License, with all intellectual property registrations to be owned solely by UA. Employee agrees that he/she shall not have the right to enter into any endorsement or consulting agreements with any competitors of UA's exclusive sponsors, manufacturers, vendors and/or suppliers of athletics apparel, shoes, other products or services. Following the expiration or termination of the Agreement, UA shall have the continued right to use the License in connection with promoting and preserving the history of the Razorback Football Program and to comply with any legal obligations then existing upon the expiration or termination of the Agreement.

8. Use of UA Trademarks. Nothing in the Agreement or any amendments hereto shall constitute permission or a license for Employee to use or to authorize third parties to use UA's name, nicknames, trademarks, service marks, uniforms, trade dress, mascots, landmarks, facilities, images, symbols, videos, logos or other indicia of intellectual property ("UA Marks") in connection with any outside employment, fundraising, endorsement, support, promotion, advertisement, or any other purpose. Under all circumstances, a license to use UA's Marks must be in writing, compliant with Board Policy 100.7, obtained from and approved by the appropriate UA trademark and licensing officials or an agent of UA authorized to contract on behalf of the Board.

9. Dismissal for Cause. Employee agrees that UA has the right to dismiss Employee and terminate the Agreement for cause under this section at any time prior to the expiration of the Agreement, regardless of whether the conduct occurred during Employee's employment with UA or

occurred at another NCAA-member institution if the conduct was not disclosed by Employee to UA prior to execution of this Agreement with UA. For purposes of this section, “for cause” shall include, but not be limited to, any one or more of the following as determined in the reasonable and good faith judgment of UA:

- (a) Material violation of the duties set forth in this Agreement or as reasonably assigned from time-to-time by the Head Football Coach or the Director of Athletics, including without limitation Employee’s failure to comply with any term or condition outlined in any NCAA Oversight Plan provided to Employee by the UA.
- (b) Material Violation of any state or federal laws, policies of UA or the Board, Athletic Governing Rules or any interpretations thereof.
- (c) Knowing participation in significant or repetitive violations of Athletic Governing Rules or any interpretations thereof.
- (d) Failure to cooperate fully and completely with any investigation or adjudication of any alleged violation of UA or Board policies, federal or state law, Governing Athletic Rules, or any of the provisions enumerated herein, conducted by any government entities, law enforcement agencies, or any other governing bodies or officials, including, but not limited to, UA, the NCAA, the SEC, or other officials or governing organizations with authority over UA’s athletic programs or that may be required by law, UA or Board policies, or the Governing Athletic Rules.
- (e) Failure to comply with NCAA Bylaw 11.1.1.1. as amended and/or conduct or omission(s) by Employee which constitute a Level I or II violation under the NCAA’s enforcement structure, or one or more of the Governing Athletic Rules or UA’s interpretation thereof, including, but not limited to, multiple violations of the Governing Athletic Rules considered collectively to be a Level I or II violation.
- (f) Failure of Employee to report promptly to the Director of Athletics or UA Department of Athletics Compliance Office any actual knowledge, or reasonable cause to believe, that violations of the Governing Athletic Rules or UA policies have been committed or are being committed by Employee or others, including without limitation boosters, student-athletes or other UA employees, coaches, staff or volunteers.
- (g) Conviction of a crime under federal or state law, excluding minor traffic offenses not involving the alleged use of alcohol or drugs.
- (h) Prolonged absence from duty without the consent of the Director of Athletics.
- (i) Failure to assure the fair and responsible treatment of the student-athletes in regard to their health, welfare, safety and discipline, including, but not limited to, all NCAA legislation and the NCAA principle of student athlete well-being.
- (j) Committing one or more acts of fraud in the performance of Employee’s duties and responsibilities under this Agreement or at an institution where Employee was

formerly employed, including, but not limited to, the preparation of, falsification of, or alteration of documents or records of UA, NCAA, or SEC; documents or records required to be prepared, kept, or maintained by UA policy, the Governing Athletic Rules, or law; or other documents or records pertaining to any prospective, current or former student-athlete, including, for example and without limitation, expense reports, transcripts, eligibility forms, medical or education records or compliance reports, or permitting, encouraging, or knowingly disregarding any prohibited, fraudulent or dishonest acts by others, including without limitation boosters, student-athletes or other UA employees, coaches, staff or volunteers.

(k) Selling, using, or possessing any illegal substances, including, but not limited to, narcotics, drugs, controlled substances, steroids, or the sale, use, or possession of any such substances that violate UA's policies, state or federal law, or Governing Athletic Rules.

(l) Allowing or disregarding the sale, use, or possession by any coach or student-athletes of any illegal or banned substances, including, but not limited to, any narcotics, drugs, controlled substances, steroids, or the sale, use, or possession of any such substances that violate UA's policies or the Governing Athletic Rules.

(m) Encouraging, condoning, or instructing, whether directly or indirectly, any employee, student, donor, affiliate, prospective student-athlete, student-athlete, or any individual or entity not to cooperate, be forthcoming, or truthful in any inquiries or information gathering activities concerning any matters that are relevant to UA's athletic programs or another institution's athletic programs that are conducted by any governmental entities, law enforcement agencies, or any other governing bodies or officials, including, but not limited to, UA, the NCAA, the SEC, or other officials or governing organizations with authority over UA's athletic programs or that may be required by law, UA or Board policies, or the Governing Athletic Rules.

(n) Providing false, misleading, or incomplete information relevant to the conduct of UA's business or at an institution where Employee was formerly employed, if Employee knew or should have known the information was false, misleading, or incomplete.

(o) Failing to promptly report reasonable suspicion of child maltreatment pursuant to Ark. Code Ann. § 12-18-402(b)(23); any violation of Title IX or a former employer's sexual misconduct, assault, or harassment policies while employed at the institution; or any violations of UA's sexual misconduct, assault, or harassment policies to UA's Title IX Coordinator that involve any student, faculty, or staff, or that is in connection with a UA sponsored event of which Employee is aware or has reasonable cause to believe has taken place or may have taken place.

(p) Otherwise engaging in conduct, as solely determined by UA, which is clearly contrary to the character and responsibilities of a person occupying Employee's position or which might negatively or adversely affect the reputation of UA, UA's Athletic Department, the Razorback Football Program or its other athletics programs in any way.

In the event of dismissal for cause, all obligations of UA under the Agreement shall cease immediately, including, but not limited to, the duty to pay Employee any Annual Salary, Other Compensation (if any), any Release Payment (as defined below), any Incentive Compensation or any other amount or sum whatsoever; provided, however, that UA shall pay Employee any amount of the Annual Salary and Other Compensation (if any) earned and owed to Employee for work completed prior to the effective date of the termination for cause.

UA may take other disciplinary or corrective action short of dismissal for cause in the event of the occurrence of any act or event which could be grounds for dismissal for cause or for failing to timely report a violation under the NCAA or SEC constitution, by-laws, rules, regulations or interpretations thereof. Other disciplinary or corrective action may include, without limitation, the following: suspension without pay; reduction of salary; monetary sanctions; reassignment; public or private reprimand or other disciplinary or corrective action which may be authorized by the provisions of any NCAA legislation or UA policy.

Notwithstanding the language contained herein, UA acknowledges it shall not be in its intent for this Agreement to be terminable for cause in the event of a minor, technical, or otherwise immaterial violation of the afore-mentioned clauses. Moreover, in the event any such violation is subject to being cured by Employee in a UA's sole discretion, following notice thereof, without such opportunity to cure serving to cause any further harm or damage to UA or Employee, or to cause any further harm to the welfare or any student-athlete or athletics' staff-member, UA agree that it shall provide Employee with the opportunity to cure any such violation prior to invoking its right to terminate the Agreement for cause.

10. **Termination by UA.**

(a) **Termination at Convenience of UA.** By giving written notice to Employee, UA shall have the unilateral right to terminate the Agreement at UA's convenience for any reason at any time. In the event UA terminates the Agreement for convenience, UA shall pay Employee an amount equal to Employee's Annual Salary and Other Compensation (if any) that Employee would have earned under the Agreement between the effective date of the termination for convenience and the end of the initial Term of the Agreement (the "Release Payment"), unless the Parties agree otherwise in writing. In the event the UA extends the Term of this Agreement, the Release Payment thereafter shall be an amount equal to Employee's Annual Salary and Other Compensation (if any) that Employee would have earned under the Agreement between the effective date of the termination for convenience and the end of the extended Term of the Agreement. Subject to the terms and conditions of this provision and to Employee's duty of mitigation, UA shall pay such Release Payment to Employee in equal monthly installments (with any partial months being prorated) on the last working day of each calendar month in the same manner as if Employee had not been terminated for convenience and was being paid Employee's Annual Salary and Other Compensation (if any). The source of funds to meet UA's obligation under this provision shall be consistent with applicable law, and UA may use private funds donated for such purpose, funds that are self-generated through the activities of the UA's Athletic Department or other legally permissible funds. Notwithstanding any other term or condition in the Agreement, Employee shall have an affirmative duty of mitigation to reasonably and diligently seek and obtain comparable employment and report in good faith all other

employment in the event this Agreement is terminated for convenience. Such efforts shall continue throughout the entire period in which the UA's obligation to pay the Release Payment is in effect until Employee obtains comparable employment. If Employee vacates the comparable employment, then Employee shall continue such efforts to obtain another comparable position until the UA's obligation to pay the Release Payment is satisfied or otherwise terminated pursuant to this Agreement.

The term "comparable position" or "comparable employment" shall mean a position of like stature and salary as a paid, full-time, head or assistant football coach for a college or university at the NCAA Division 1 FBS level or the National Football League. To the extent Employee has diligently sought but is unable to obtain a comparable position, Employee shall have an affirmative duty to diligently seek in good faith and obtain alternative employment or other contracted, compensated relationship of any kind by Employee personally or through business entities owned or controlled by Employee that will maximize his earnings as a collegiate or professional football coach throughout the entire period in which the UA's obligation to pay the Release Payment is in effect. For the avoidance of doubt, Employee's obligations under this Agreement extend to any form of compensated relationship, regardless of whether Employee is serving as an "employee."

The Release Payment shall be in full satisfaction of any and all amounts owed to Employee under the Agreement and shall be the total amount UA shall pay Employee, and Employee shall not be entitled to any additional payments of any kind or nature from UA or The Razorback Foundation, Inc. As a condition precedent to receiving any Release Payment, Employee agrees to sign UA's standard release and waiver agreement discharging the Board and its trustees, officials, representatives, and employees in their individual and official capacities, UA and its officials, representatives, and employees in their individual and official capacities as well as The Razorback Foundation, Inc. and its officers, directors and employees (collectively, "The Released Parties") from and against any and all claims, causes of action or liabilities of any nature whatsoever in any way arising out of or related to the Agreement, Employee's termination for convenience, any aspect of Employee's employment with UA or any other issue that Employee raises, might raise or might have raised against any and/or all of The Released Parties, including, but not limited to, the following: any and all claims arising under or relating to any federal or state constitutions, laws, regulations, common law, or any other provision of law. Employee acknowledges that this provision is a material term of the Agreement and UA would not enter into the Agreement without Employee's assurance to execute a release and waiver agreement in exchange for the Release Payment. Employee intends for UA to rely upon this provision in entering into the Agreement.

Employee further agrees that, regardless of whether Employee has executed a release and waiver agreement as referenced above, any exercise of ownership or control by Employee over any partial or total payment of the Release Payment (including, but not limited to, accepting or depositing any partial or complete payments of the Release Payment) shall constitute an act of ratification and/or sufficient and valuable consideration which absolutely and unconditionally forever releases, discharges and waives any and all alleged liability of any of The Released Parties from and against any and all claims of any nature whatsoever (including, but not limited to, any and all claims arising from or relating to any federal or state constitutions, laws, regulations, common law, or any other provision of law) relating to or arising out of the Agreement, Employee's employment with UA, and Employee's termination

for convenience, any aspect of Employee's employment with UA or any other issue that Employee raises, might raise or might have raised against any and/or all of The Released Parties, for any and all such claims which arise or may have arisen between the period beginning on the date of Employee's initial employment and the date of Employee's termination for convenience during the initial Term or any extension of the Agreement.

If UA terminates Employee for convenience and Employee files a lawsuit or other claim or action against any or all of The Released Parties, then Employee shall not be entitled to any Release Payment. If Employee or any person acting for Employee makes any threat or initiates any litigation, claim or action against any of The Released Parties, then Employee agrees to repay all Release Payment received by Employee to UA.

If it is determined after Employee has been terminated by UA for convenience, that Employee engaged in conduct during the Term of Employee's employment or any extensions thereof that would have entitled the UA to have terminated Employee for cause (including the exhaustion of any appeals), Employee will not be entitled to any post-termination benefits, Release Payment, or any other sums or payments of any nature whatsoever and will be required to return any that have been disbursed.

Without limiting the generality and applicability of the foregoing provisions, Employee agrees that UA's offer and Employee's acceptance of any extension of the Term or Employee's continued employment at UA following the expiration of the Term shall be sufficient and valuable consideration which shall operate as an automatic, absolute and unconditional release, discharge and waiver of any and all claims of any nature whatsoever (including, but not limited to, any and all claims arising from or relating to any federal or state constitutions, laws, regulations, common law, or any other provision of law) which Employee has or might have asserted against any of The Released Parties prior to accepting any extension of the Term or Employee's continued employment at UA following the expiration of the Term.

(b) Offset. It is agreed that the Release Payment to Employee paid by UA shall be offset and reduced on a monthly basis (*i.e.*, offset) dollar-for-dollar by all income earned or received by Employee or by any entity owned by or controlled by Employee (regardless of whether the income is athletically related) including—without limitation—gross income from salary, wages, supplemental pay, commissions, bonuses, incentive pay, stipends, talent fees, deferred compensation, equity compensation, honoraria, the dollar value of any benefits packages that are not standard, typical, and/or common for the industry, and any other type of compensation. Concurrent with Employee's execution of a release and waiver agreement releasing The Release Parties, Employee shall also execute an authorization for disclosure of Employee's employment compensation to UA for the remaining Term and any extensions thereof, and for the same time period, Employee shall furnish a copy of federal tax returns, W-2 form(s), and 1099 form(s) for each calendar year (including, but not limited to all schedules) each year to permit UA to verify all Employee compensation.

The Parties further understand and agree that Employee's duty of good faith mitigation includes the obligation to maximize Employee's earning potential with a new employer by seeking comparable employment for Employee's services at a rate of compensation not less than market value and consistent with compensation rates for similar positions in the given industry at the time such employment is obtained. Moreover, Employee or any individual or

entity acting on Employee's behalf shall not structure compensation or any compensation package with a new employer below market value for the position or in any manner to avoid or to deny UA's right of offset of the Release Payment. If the compensation for comparable employment or for Employee's services appears to be less than market value for similar positions or services based on relevant market data reasonably available to the UA at the time, then the UA may impute the fair market or equitable value of the comparable employment or other compensated relationship to achieve the appropriate offset and reduction of the Release Payments. Accordingly, UA's right of offset shall include, but not be limited to, the right to offset the total economic value of any compensation package, employment agreement, or other compensation formula. UA's right to offset shall apply to the average annual value of all amounts to be paid to Employee during the term of any multi-year contracts and/or a series of one-year contracts with a single person or entity. For the avoidance of all doubt, the Parties understand and agree that the UA's duty to pay the Release Payment shall not be treated as a subsidy for any future employer to pay Employee less than market value for Employee's services.

While UA's obligation to pay the Release Payment remains in effect, within fourteen (14) calendar days after accepting any employment, Employee shall furnish to UA an accounting or report of all compensation received by Employee during the immediately preceding month. UA shall reduce the amount of the monthly Release Payment due and payable to Employee based upon the compensation for the immediate previous month from the compensation report. If Employee fails or refuses to notify UA of Employee's compensation, misrepresents to UA the amount of compensation received by Employee, structures Employee's compensation or any compensation package with a new employer in any manner in an attempt to reduce, avoid, or deny UA's right of offset of the Release Payment, or fails or refuses to furnish the monthly compensation reports after receiving a formal, written request to do so, then, after giving Employee fourteen (14) days written notice, the obligation of UA to continue paying the Release Payment shall cease immediately. The Parties shall work in good faith to share any required information and make all permitted reductions or offsets required by this Agreement.

(c) Effect of Termination of Head Football Coach. If the employment relationship between the Head Football Coach and UA is terminated by either party for any reason whatsoever at any time, then UA, in its sole discretion, may terminate this Agreement for convenience immediately or reassign Employee to other duties. Upon the request of the Director of Athletics, Employee shall be responsible to perform all duties, if any, that the Director of Athletics, in his/her discretion, may assign to Employee during such time periods.

11. Termination by Employee – Employee's Payment. Subject to the terms and conditions of this provision, Employee may terminate the Agreement without cause by providing written notice to UA. In the event Employee terminates the Agreement, then Employee shall not be entitled to receive any unearned compensation or benefits of any nature whatsoever under the Agreement following the effective date of the termination, and Employee shall be obligated to pay to UA an amount in liquidated damages equal to twenty percent (20%) of Employee's Annual Salary and Other Compensation (if any) that Employee would have earned under the Agreement between the effective date of the termination by Employee and the end of the Term of the Agreement and any extensions of the Term ("Employee's Payment"), unless Employee terminates his/her employment with UA to accept a head coach position at any college or university or at the recommendation of the Director of Athletics with

the written approval of the Chancellor and President pursuant to Board Policy to waive this provision. Employee's Payment shall be due to UA within thirty (30) days of the date of termination.

Employee agrees that UA will commit substantial financial resources to the success of the Razorback Athletic Program and that if Employee terminates the Agreement, to accept other employment as set forth hereinabove, UA will suffer damages the amount, nature, and extent of which is difficult to determine and which may include, but not be limited to, additional expenses to search for and employ another Assistant Football Coach, salary or other compensation to hire another Assistant Football Coach, the potential loss of recruits and student-athletes, loss of professional investment and market value in coaching potentially incurred by the UA, decrease in fundraising and community outreach, loss of program continuity and goodwill, costs associated with facilities revisions, decrease in revenue that could result if Employee's early departure impacted the Razorback Athletic Program's results, and all other tangible and intangible detriment to the Razorback Athletic Program and the support of its alumni, fans and donors. Accordingly, the Parties agree that the amount of liquidated damages to be paid to the UA hereunder was negotiated at arm's length by the Parties with the assistance of an agent and/or counsel and is fair, reasonable and not a penalty. In consideration of payment of the foregoing amounts, UA will release Employee from any further obligations under the Agreement and will release Employee's new employer, from any claims or actions which UA might have against such employer. Likewise, Employee will release UA, its employees, officers, trustees and any third-party guarantor, if any, from any obligations hereunder.

12. **Death of Employee.** The Agreement and any amendments hereto shall terminate automatically in the event of Employee's death before the end of the Term or any extensions of the Term.

13. **Applicable Law and Immunities.** The Parties irrevocably and unconditionally agree that any legal proceeding against the UA or its trustees, officials or employees for damages shall be brought in the Arkansas Claims Commission exclusively, and the place of execution for this Agreement and any amendments thereto, shall be the State of Arkansas, and shall be subject to its sole jurisdiction and governed by, construed and enforced pursuant to the laws of the State of Arkansas without regard to its choice of law principles (including without limitation any and all disputes, claims, counterclaims, causes of action, suits, rights, remedies, promises, obligations, demands, and/or defenses related thereto that may be asserted by either Party). The Circuit Court of Washington County, Arkansas, shall be the exclusive venue for any other action arising under or relating to this Agreement to the extent permitted by law. The Parties waive any objection to the laying of venue of any claim, action, suit or proceeding arising out of this Agreement or any transaction contemplated hereby, in the State of Arkansas, and hereby further waive and agree not to plead or assert that any claim, action, suit or proceeding filed in the State of Arkansas has been brought in an inconvenient forum. Nothing contained in this Agreement shall be deemed, construed or operate as a waiver of any immunities available to the UA and/or its Trustees, officials and employees (in both their official and individual capacities).

14. **Notices.** All notices, requests, demands, and other communications permitted or required by the Agreement will be in writing, and either (a) delivered in-person; (b) sent by overnight delivery service providing receipt of delivery; or (c) mailed by certified mail, postage prepaid, return receipt requested, restricted delivery to the other Party. Any notice sent by hand delivery or by overnight courier will be deemed to have been received on the date of such delivery. Any notice sent by mail will be deemed to have been received on the third business day after the notice will have been deposited in the mail. All such notices and communications to Employee, unless otherwise designated in writing, shall be sent to the last known address provided to UA by Employee. All such

notices and communications to UA, unless otherwise designated in writing, shall be sent to the following:

Director of Athletics
P.O. Box 7777
University of Arkansas
Fayetteville, AR 72702

With copies to:
Office of the General Counsel
421 Administration Building
Fayetteville, AR 72701

15. **Disclosure of Agreement.** Employee agrees that UA may release, without prior notice to Employee, a copy of the Agreement and any amendments to the Agreement, to any individual requesting a copy under the Arkansas Freedom of Information Act. As soon as practical after releasing the Agreement and/or any amendments to the Agreement, UA shall provide Employee with a copy of the request.

16. **Right of Reassignment.** It is understood by the Parties that the Head Coach, with the approval of the Director of Athletics, retains the right to assign Employee to such other duties or positions as Head Coach may determine to be appropriate from time-to-time without penalty or liability, and no such reassignment shall be construed, operate or be deemed an adverse employment action, loss of a tangible job benefit, a suspension or termination of any nature whatsoever.

17. **Covenant Not to Disclose Trade Secrets.** By virtue of Employee's position, Employee agrees that non-public information which provides a competitive advantage to the Razorback Athletic Program will be entrusted to Employee. Employee agrees that such information includes, but is not limited to, the following: the Razorback Athletic Program's methods; processes; operations; recruiting programs; computer and video programs; future plans; prospective student-athlete contact lists; personnel contact lists; current student-athlete contact lists; playbooks; signals; recruiting techniques; player development programs (including, but not limited to, nutrition programs, strength-building, and position coaching); coaching and leadership philosophies and practices; practice drills; training techniques; offensive and defensive schemes; game plans and game plan techniques; prospect and player evaluation systems; and pre-game, in-game, and post-game coaching practices and strategies; training sequences and methodologies; (collectively, "Trade Secrets"). Individually and collectively, Employee acknowledges and agrees that all such information constitutes Trade Secrets under Arkansas law and has an independent economic value to UA's competitors throughout the SEC. Employee agrees that he or she may create and learn of information constituting Trade Secrets while employed and paid as a member of the Razorback Athletic staff.

Employee further agrees that such information and Trade Secrets give UA's Razorback Athletic Program a competitive advantage over its competitors, and Employee, therefore, covenants and agrees to treat such information confidentially under the Agreement and/or as directed by the Head Football Coach or the Director of Athletics. Employee covenants and agrees not to misappropriate, use, share or disclose any such information and/or Trade Secrets to any other member institutions comprising the SEC or any of their respective personnel, including, but not limited to, any Employees, for the period of time comprising the Term (including any extensions) of the Agreement (regardless of whether Employee remains employed for the length of the Term) or for so long as the Head Football Coach of the Razorback Athletic Program remains employed by UA, whichever period of time is longer. For a period of no less than one (1) year from the effective date of Employee's termination of the Agreement, this covenant expressly includes Employee's commitment and promise not to contact or otherwise seek to recruit any high school junior or senior or rising junior college athlete

that has been contacted or recruited by UA, unless such athlete had been recruited or contacted by any new institution employing Employee prior to the notice of termination by Employee to UA. Employee further agrees that, because Employee's services under the Agreement are of a special, unique, unusual, extraordinary and intellectual character which gives those services special value, the loss to UA of which cannot be reasonably or adequately compensated in damages in an action at law, and because disclosing any Trade Secrets would place UA at significant competitive disadvantage, UA shall have the right to obtain from any court such equitable, injunctive, or other relief as may be appropriate, including a decree enjoining Employee from sharing or disclosing any Trade Secrets with any college or university.

18. **Prior Notification to Head Football Coach.** Without limiting any of the foregoing provisions of the Agreement, during the Term and any extension of the Term, Employee and/or any individual or entity acting on Employee's behalf shall not communicate, whether directly or indirectly, with any prospective employer (or any person or entity acting, whether directly or indirectly, on behalf of any prospective employer) regarding any position without first receiving permission from the Head Football Coach; the failure to comply with this provision shall be a material breach of the Agreement entitling UA to terminate Employee for cause.

19. **Taxes.** Employee agrees to be solely responsible for all tax liability, reporting, record keeping, consequences and payments, if any, which are determined to be required or owed (including any penalties and interest related thereto) to any taxing authority as a result of any payment made by UA, and agree that neither UA nor its officials has made any representations regarding the tax treatment of these sums. To the extent required by applicable law, Employee agrees that UA shall deduct and withhold all required state and federal taxes on any and all compensation and benefits provided to Employee in the Agreement.

20. **Return of UA Property.** All property, materials, and information (whether in hard copy or electronic format), including, but not limited to, all personnel records, recruiting records, team information, films, videos, statistics, Compulsory Job Apparel, or any other items or data, provided to Employee by UA (including, but not limited to, the Razorback Football Program), for use as part of the Razorback Football Program or otherwise provided to Employee in connection with or relating to his or her UA employment under the Agreement are at all times and shall remain the sole and confidential property of UA. Upon the expiration or earlier termination of the Agreement for any reason whatsoever, Employee shall return, within seven (7) calendar days, any such UA-owned property described in this provision as well as all other UA-owned equipment, including, but not limited to, keys, credit cards, cellular telephones, computers, computer tablets, and any other property in Employee's possession, custody or control. Employee shall further be responsible to return any funds advanced to Employee for business travel. If Employee fails to comply with this provision, then UA shall have the right to offset the total value of any such property from any final payment owed to Employee or other sums held by UA.

21. **Entire Agreement and Amendment.** The Agreement contains the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or representation, oral or written, between them. The Agreement may not be modified or changed, nor may the Term be extended, except by a written instrument signed by Employee and the UA's Head Football Coach, Director of Athletics, Chancellor, and President. The Parties further acknowledge that pursuant to Board Policy 300.1, this Agreement and any amendment, modification, extension, or waiver of any provisions of this Agreement shall not be valid or effective as to the Board or the UA without the final written

approval of the President. Each Party represents and warrants that it has not been influenced by any person to enter into the Agreement, nor relied on any representation, warranty, agreements, or covenant of any person except for those representations, warranties, agreements, and covenants of the Parties set forth in the Agreement. The failure of either Party to require performance by the other Party of any provision of the Agreement or any amendment hereto shall not be deemed to subsequently affect the Party's rights to enforce a provision hereof. A waiver of a breach of any provision of the Agreement or any amendment hereto is not a waiver of any other breach of the provision or waiver of the provision. The course of dealing between UA and Employee will not modify or amend the Agreement or any amendment hereto in any respect. The Agreement binds and is for the benefit of UA and its successors, assigns and legal representatives and of Employee and Employee's heirs, assigns, and personal representatives. Neither Party may assign the Agreement without the prior written consent of the non-assigning Party, except that UA may assign the Agreement in the event of a merger or reorganization of UA.

22. **Non-Reliance.** Each Party agrees as follows: (a) that it will be unreasonable for either Party to rely or have relied on any expectation not contained in the provisions of the Agreement; (b) that if either Party has or develops an expectation contrary to or in addition to the provisions of the Agreement, such Party shall have a duty to immediately give notice to the other Party; and (c) that if either Party fails to obtain an amendment to the Agreement after having developed an expectation contrary to or in addition to the provisions of the Agreement, such failure will be an admission for evidentiary purposes in any litigation that the expectation was not reasonable and was not part of the final binding agreement between UA and Employee.

23. **Miscellaneous.** Time is of the essence with regard to the performance of all aspects of the Agreement. The Parties agree that the rule of construction that any ambiguity is construed against the drafting Party shall have no application in any dispute over the interpretation or any other dispute with regard to the Agreement. The Parties represent and warrant to one another that the Agreement is entered into based on each Party's independent analysis, with the advice of counsel if so desired, of the facts and legal principles relevant to the terms and conditions of the Agreement. If any provision of the Agreement or any amendment hereto is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. The unenforceability or invalidity of any provision shall not affect any other provision of the Agreement or any amendments. The Agreement and any amendments shall continue in full force and effect, and be construed and enforced as if such provision had not been included, or had been modified.

24. **Separate Execution.** The Agreement may be executed and delivered in any number of counterparts which when executed and delivered shall be deemed to be an original, but all counterparts shall together constitute one and the same Agreement. Faxed or PDF signature pages shall be binding upon the Parties, and the Parties shall exchange original signature pages within a reasonable time period after their execution; provided, however, that failure to exchange original signature pages shall have no impact on the validity or enforceability of the Agreement. Sections 4, 7-8, 10-24 shall survive the expiration or termination of the Agreement.