

(B) Licensor's Trademark appearing on the licensed product(s) and on all materials in connection with the licensed product(s) distributed or relating to such licensed product(s), shall appear precisely according to the specifications set forth in Appendix B attached hereto, which may be amended from time to time by Licensor, without variation, with the letter "R" enclosed within a circle. Further, Licensee shall provide to Licensor the date of the first use of such licensed product(s) bearing Licensor's Trademark in intrastate and interstate commerce.

(C) Additionally, Licensee shall imprint or cause to be imprinted the following text on any such licensed product(s) and/or materials therefor:

"Officially Licensed Product of  
PLAYERS INC"

and

"Information about your favorite players at NFLPLAYERS.COM"

The specific text imprinted shall be subject to Licensor's sole discretion and changed with reasonable notice to Licensee.

(D) For any licensed product, Licensee shall also place Licensor's Trademark and a PLAYERS INC "content box" on the main product pages of Licensee's website that utilizes the rights licensed hereunder. "Content box" shall be defined as editorial, sweepstakes or other promotional content designed and developed by PLAYERS INC. The size of such "content box" shall not exceed 120 x 60 pixels. The logo and "content box" on each page shall contain the PLAYERS INC URL as follows: NFLPLAYERS.COM and shall serve as a hyperlink to the PLAYERS INC website at www.nflplayers.com. In the event that PLAYERS INC requests that Licensee include in such "content box" any text, graphics or content other than the Licensor's Trademarks, PLAYERS INC hereby agrees to indemnify Licensee and undertakes to defend Licensee against, and hold Licensee harmless from any liabilities, losses, damages, and expenses (including reasonable attorney's fees and expenses) resulting from claims made or suits brought against Licensee based upon the use by Licensee of such text, graphics or other content on Licensee's website(s).

## 12. APPROVALS.

(A) The list of players for whom PLAYERS INC has group licensing authorization (the "Player Agreement Report") is available to Licensee via the Internet at www.nflplayers.com/licensee with Licensee's "user name" and "password." In addition, PLAYERS INC may secure authorization from players not listed on the Player Agreement Report, including but not limited to retired players. Notwithstanding the foregoing:

(i) Upon execution of this Agreement, and thereafter annually by March 1 of each calendar year covered by this Agreement, Licensee shall submit to PLAYERS INC a proposed list of players' names for inclusion in the licensed

product(s) for the upcoming football season. Licensee shall cross-reference its player list against the current Player Agreement Report. After cross-referencing the lists, Licensee must submit its proposed final player list to PLAYERS INC for approval. With regard to jersey numbers for active players, it is Licensee's sole responsibility to cross-reference its player list against player rosters posted on www.nfl.com. If applicable, jersey numbers for retired players must be submitted to PLAYERS INC for approval.

(ii) PLAYERS INC shall respond to such submissions in writing to Licensee, signifying approval or disapproval in the case of each player's name so requested.

(iii) Licensee may submit requests in writing to PLAYERS INC for additions, deletions, or substitutions of players' names and PLAYERS INC shall respond to such requests within ten (10) business days. Any such request by Licensee for such approval that is received by PLAYERS INC and not responded to within ten (10) business days shall be deemed approved.

(iv) If PLAYERS INC removes any player name from the Player Agreement Report after a specific product Beta date of any year, PLAYERS INC acknowledges that Licensee will not have the ability to remove such player's name and likeness from its licensed products for the applicable football season. Therefore, the use of such player's name in such case shall not constitute a breach of this Agreement, and PLAYERS INC agrees that the indemnity in Paragraph 10(D) above shall apply to resulting claims or suits brought against Licensee.

(i) (B) Licensee agrees to furnish PLAYERS INC free of cost for its written approval as to quality and style, samples of each of the licensed product(s), together with their packaging, hangtags, and wrapping material, before their manufacture, sale or distribution, whichever occurs first, and no licensed product(s) shall be manufactured, sold or distributed by Licensee without such prior written approval of such artwork and such sample licensed product(s). PLAYERS INC shall respond to requests for such approval from Licensee within ten (10) business days. Any request by Licensee for such approval that is received by PLAYERS INC and not responded to within ten (10) business days shall be deemed approved. Any material submitted by Licensee for approval that is disapproved by PLAYERS INC within the ten (10) business day period shall be resubmitted to PLAYERS INC with changes and PLAYERS INC shall respond in writing as to approval or disapproval as soon as practicable. Subsequent to final approval, forty (40) production samples of licensed product(s) will be sent to PLAYERS INC to insure quality control, and should PLAYERS INC require additional samples for any reason, PLAYERS INC may purchase such at Licensee's cost.

(C) Licensee may choose to use player names and/or likenesses to promote licensed product(s) on or in radio or television commercials, any material pertaining to packaging, hangtags, wrapping material, print ads, flyers, point-of-purchase displays, press releases,

catalogues, trade show booths and exhibits, sales catalogues and other sales/marketing materials, or any other written material or medium, including but not limited to electronic or interactive use; provided, however, that such use shall require the prior written approval of PLAYERS INC and may require additional payment to PLAYERS INC separate from and in addition to any guarantees or royalty payments contained in this Agreement. The amount of such payment, if any at PLAYERS INC's sole discretion, shall be subject to mutual agreement by PLAYERS INC and Licensee. All contacts with such players or their agents shall be made by PLAYERS INC. Licensee agrees to furnish PLAYERS INC all scripts and story boards for proposed commercials for any medium in connection with the promotion of the licensed product(s), and the content of such scripts and story boards shall require the prior written approval of PLAYERS INC before any commercials shall be made or shall be contracted for by Licensee.

(D) In the event Licensee wishes to secure an individual player or players to make appearances to promote licensed product(s) or to autograph licensed product(s), the selection of such player and the separate fee to PLAYERS INC for such player services shall be subject to mutual agreement between Licensee and PLAYERS INC. Unless the parties expressly agree otherwise, all contact with requested player or his agents shall be made by PLAYERS INC. Once the player has made the appearance or performed the autograph service, any payment due for such services shall be made immediately to PLAYERS INC. Any such payments shall be separate from and in addition to any royalties paid by Licensee under this Agreement. Once the selection of such player and such separate fee have been agreed upon by Licensee and PLAYERS INC, in the event of cancellation of such appearance or autographing (other than by player or PLAYERS INC), Licensee shall nevertheless be obligated to make such fee payment to PLAYERS INC immediately upon such cancellation.

13. NON-INTERFERENCE. Licensee agrees and acknowledges that it shall not secure or seek to secure, directly from any player who is under contract to an NFL club, is seeking to become under contract to an NFL club, or at any time in the past was under contract to an NFL club, or from such player's agent, permission or authorization for the use of such player's name, facsimile signature, image, likeness (including, without limitation, number), photograph or biography in conjunction with the licensed product(s) herein unless expressly agreed otherwise by PLAYERS INC.

#### 14. GOODWILL.

(A) Licensee recognizes the great value of the goodwill associated with the rights licensed in Paragraph 2 of this Agreement and acknowledges that such goodwill belongs exclusively to PLAYERS INC and that said trademarks, names and rights licensed in Paragraph 2 of this Agreement have acquired secondary meaning in the mind of the public.

(B) Licensee agrees that all elements (including all material of any nature utilizing in any way the rights licensed hereunder, including but not by way of limitation, all packages, cartons, point of sale material, newspaper and magazine advertisements) of the licensed product(s) shall be of high standard and of such style, appearance and quality as to be adequate and suited to the best advantage and to the protection and enhancements of such rights; that the marketing of

the licensed product(s) will be conducted in accordance with all applicable federal, state and local laws and any other governmental or quasi-governmental laws or regulations of the United States, Canada or any other country in which the licensed products are marketed or distributed by Licensee; and that the licensed product(s) and their exploitation shall be of high standard and to the best advantage and that the same in no manner reflect adversely upon the good name of PLAYERS INC.

#### 15. SPECIFIC UNDERTAKINGS OF LICENSEE.

(A) Licensee agrees that every use of the rights licensed hereunder by Licensee shall inure to the benefit of PLAYERS INC and that Licensee shall not at any time acquire any title or interest in such rights by virtue of any use Licensee may make of such rights hereunder.

(B) All rights relating to the rights licensed hereunder are specifically reserved by PLAYERS INC except for the License herein granted to Licensee to use the rights as specifically and expressly provided in this Agreement.

(C) Upon expiration or termination of this Agreement, all rights granted hereunder shall immediately revert to PLAYERS INC, and Licensee will refrain from further use of such rights or any further reference thereto, direct or indirect, except as provided in Paragraph 16(E) below. Licensee acknowledges that its failure to cease the use of such rights at the termination or expiration of this Agreement will result in immediate and irreparable damage to Licensor, and/or individual National Football League player(s), and to the rights of any subsequent licensee(s).

(D) During the Term of this Agreement, Licensee agrees to spend the following total amounts on activities which stimulate and promote the market for licensed product(s) through player appearances, highlighting, autographing, or endorsements, and/or PLAYERS INC branded programs, properties, or events (herein after "marketing payments"), subject to prior written approval by PLAYERS INC of such activities:

\$250,000 during the Original License Period

Licensee shall provide documentation that such approved expenditures have been made. The expenditure documentation shall be provided on a quarterly basis and shall be certified by an authorized representative of Licensee. Such documentation shall be subject to inspection and audit by PLAYERS INC on the same basis as Licensee's books and records.

Notwithstanding the foregoing, for the Original License Period, the parties agree that Licensee will make a marketing payment of \$250,000 for title sponsorship of PLAYERS INC television programming. Such marketing payments shall offset the amounts listed in the first paragraph of this Section 15(D) on a dollar for dollar basis for the appropriate License Period. In the event that any previously approved activity is no longer available or practicable for Licensee's marketing payments at PLAYERS INC's sole discretion, PLAYERS INC agrees to negotiate in good faith for an alternative activity.

## 16. TERMINATION BY PLAYERS INC

(A) In the event Licensee does not commence in good faith to cause the manufacture, distribution, and sale of the licensed product(s), in substantial quantities on or before October 31 of the Original License Period or any applicable subsequent License Period, PLAYERS INC, in addition to all other remedies available to it shall have the option to terminate the License granted hereunder upon written notice of such termination to Licensee.

(B) In the event Licensee files a petition in bankruptcy or is adjudicated as bankrupt, or if a petition in bankruptcy is filed against Licensee or if Licensee becomes insolvent, or makes an assignment for the benefit of its creditors or an arrangement pursuant to any bankruptcy laws, or if Licensee discontinues its business, or if a receiver is appointed for it or its business, all rights granted hereunder, without notice, shall terminate automatically upon the occurrence of any such event. In the event of such termination, neither Licensee nor its receivers, representatives, trustees, agents, administrators, successors, and/or assigns shall have any right to sell, exploit or in any way deal with the rights granted hereunder or with any licensed product(s), or any carton, container, packaging or wrapping material, advertising, promotional or display material pertaining to any licensed product(s).

(C) If Licensee shall violate any of its other material obligations under the terms of this Agreement, PLAYERS INC shall have the right to terminate this Agreement upon fifteen (15) days' notice in writing, and such notice of termination shall become effective unless Licensee shall completely remedy the violation within the fifteen (15) day period and shall provide reasonable proof to PLAYERS INC that such violation has been remedied. If this Agreement is terminated under this paragraph, all royalties theretofore accrued shall become due and payable immediately to PLAYERS INC, and PLAYERS INC shall not be obligated to reimburse Licensee for any royalties paid by Licensee to PLAYERS INC.

(D) Failure to resort to any remedies referred to herein shall not be construed as a waiver of any other rights and remedies to which PLAYERS INC is entitled under this Agreement or otherwise.

(E) Upon termination of this Agreement, Licensee shall have one hundred twenty (120) days to dispose of and liquidate all inventory. Any remaining licensed product(s) in Licensee's inventory shall not be available to consumers after this one hundred twenty (120) day period expires. Such disposition shall conform to this Agreement in all respects. PLAYERS INC shall have right to conduct a physical inventory at the time of termination if it so elects.

17. PARTNERSHIP. Nothing herein contained shall be construed to place PLAYERS INC and Licensee in the relationship of partners or joint venturers, and Licensee shall have no power to obligate or bind PLAYERS INC in any manner whatsoever.

18. WAIVER AND/OR MODIFICATION. None of the terms of this Agreement shall be waived or modified except by an express agreement in writing signed by both parties. There are no representations, promises, warranties, covenants or undertakings other than those contained in this Agreement, which represents the entire understanding of the parties. No written waiver shall

excuse the performance of an act other than those specified therein. The failure of either party hereto to enforce, or delay by either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof and either party may, within the time provided by applicable law, commence appropriate legal proceedings(s) to enforce any or all of such rights.


19. **NON-ASSIGNABILITY.** This Agreement and all rights and duties hereunder are personal to Licensee and shall not, without written consent of PLAYERS INC, be assigned, mortgaged, sublicensed or otherwise encumbered by Licensee or by operation of law to any other person, or entity. Upon any such attempted unapproved assignment, mortgage, license, sublicense or other encumbrance this Agreement shall terminate and all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC. In addition, PLAYERS INC may terminate this Agreement, at its sole discretion, in the event that Licensee is merged, consolidated, transfers all or substantially all of its assets, or implements or suffers any material change in executive management or control, or upon any transfer of more than fifty percent (50%) of its voting control. If, in its sole discretion, PLAYERS INC shall exercise such termination, all rights granted to Licensee hereunder shall immediately revert to PLAYERS INC, subject to Paragraph 16(E) above.

20. **CONSTRUCTION.** This Agreement shall be governed by, and shall be construed in accordance with the laws of the State of New York of the United States of America. The parties consent to jurisdiction under the State of New York and designate the courts of the State of New York as the venue for any dispute arising out of, under or relating to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the day and date written first above.

The Foregoing is Acknowledged:

NATIONAL FOOTBALL LEAGUE  
PLAYERS INCORPORATED

By: 

Title: President

ELECTRONIC ARTS

By: 

Title: SVP

ATTACHMENT A

TEAM: \_\_\_\_\_

NFL PLAYERS ASSOCIATION  
GROUP LICENSING ASSIGNMENT

The undersigned player, a member of the National Football League Players Association ("NFLPA"), hereby assigns to the NFLPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms or corporations (collectively "licensees") the right to use his name, signature facsimile, voice, picture, photograph, likeness and/or biographical information (collectively "image") in group licensing programs. Group licensing programs are defined as those licensing programs in which a licensee utilizes a total of six (6) or more NFL player images in conjunction with or on products that are sold at retail or used as promotional or premium items. The undersigned player retains the right to grant permission to a licensee to utilize his image if that licensee is not concurrently utilizing the images of five (5) or more other NFL players in conjunction with or on products that are sold at retail or are used as promotional or premium items. If the undersigned player's inclusion in a particular NFLPA program is precluded by an individual exclusive endorsement agreement, and the undersigned player provides the NFLPA with timely notice of that preclusion, the NFLPA agrees to exclude the undersigned player from that particular program.

In consideration for this assignment of right, the NFLPA agrees to use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws of the NFLPA. The NFLPA further agrees to use its best efforts to promote the use of NFL player image in group licensing programs, to provide group licensing opportunities to all NFL players and to ensure that no entity engages in a group licensing program without first obtaining a license from the NFLPA. The NFLPA makes no representations regarding group licensing other than those expressed herein. This agreement shall be construed under New York law.

This assignment shall expire on December 31, 2007 and may not be revoked or terminated by the undersigned player until such date.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Player's Signature

Agreed to by the NFLPA:

\_\_\_\_\_  
Player's Name (PLEASE PRINT)

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

ATTACHMENT B

Wire Transfer Instructions

Please wire only advance payments and actual royalty payments to the following:

SUNTRUST BANK  
1445 NEW YORK AVE., N.W.  
WASHINGTON, D.C. 20005  
Account Name: National Football League Players Association and National Football  
League Players Inc  
ABA/ Routing #: 061000104  
Account #: 0000707221706

Tax id # 52-1169809