

IN THE CIRCUIT COURT, SEVENTEENTH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.:
DIVISION:

KYLE THOUSAND,

Plaintiff,

v.

MICHAEL VICK,

Defendant.

**PLAINTIFF'S, KYLE THOUSAND, PETITION TO CONFIRM ARBITRATION
AWARD AND ENTER JUDGMENT AGAINST DEFENDANT, MICHAEL VICK**

Pursuant to Sections 682.015, 682.12, 682.15, Florida Statutes, Plaintiff, Kyle Thousand (“*Plaintiff*”), by and through his undersigned counsel, submits this Petition to Confirm Arbitration Award and Enter Final Judgment against Defendant, Michael Vick (“*Defendant*”) and states:

JURISDICTION AND VENUE

1. Plaintiff is an individual residing in Franklin, Tennessee.
2. Defendant is an individual residing in Southwest Ranches, Broward County, Florida.
3. This is an application to confirm an arbitration award pursuant to Section 682.12 of the Florida Arbitration Code.
4. This Court has jurisdiction pursuant to Sections 682.015 and 682.15 of the Florida Arbitration Code as state courts have subject matter jurisdiction under the Federal Arbitration Act to confirm such awards.

5. Venue is proper pursuant to section 682.19, Florida Statutes as the adverse party resides in Broward County, Florida and pursuant to the Florida Arbitration Code, this petition may be made in the court of any county in this state.

6. There are no prior, pending or dismissed civil actions arising out of the same transaction or occurrence alleged in this Petition in this or any other Court.

BACKGROUND AND PROCEDURAL HISTORY

7. On September 7, 2022, Plaintiff filed his Demand (the “*Demand*”) for Arbitration with the American Arbitration Association (the “*AAA*”).

8. On or about November 11, 2022, Plaintiff filed his Written Submission of the Case pursuant to the AAA Commercial Arbitration Rules (the “*Claim*”) seeking damages in the amount of \$56,750.00, for Defendant’s breach of a Talent Representation and Marketing Agreement (the “*Agreement*”). A copy of the Claim, the Agreement, and exhibits attached to the Claim are attached as **Exhibit A**.

9. Pursuant to the terms of the Agreement, the Arbitration proceedings were to be held in the office of the AAA in New York, York. Section 5 of the Agreement states as follows:

5. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof. In the event of a dispute arises under this Agreement that cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. All such arbitration shall take place at the office of the American Arbitration Association located in New York, New York. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.

10. Defendant failed to respond to the Claim and did not participate in any aspect of the Arbitration proceedings.

11. Pursuant to a procedural order filed by arbitrator, Michael D. Nolan (the “*Arbitrator*”), the parties waived their right to an oral hearing and the matter was resolved with written submissions.¹

12. On December 16, 2022, the Arbitrator entered an award (the “*Award*”) in favor of Plaintiff and against Defendant declaring as follows:

40. For the foregoing reasons, the Arbitrator
 - a) DECLARES that Respondent is in breach of the Agreement;
 - b) ORDERS that Respondent pay damages to Claimant in the amount of \$56,750.00;
 - c) FURTHER ORDERS that Respondent pay to Claimant at the New York statutory rate Award interest from the date of this Award on the \$50,000.00 due based on the Fox and FS1 arrangements and on the \$6,750.00 due based on the Panini arrangement;
 - d) DECLARES that each of the Parties shall be responsible for his own attorneys’ fees;
41. The administrative fees of the American Arbitration Association totaling \$925.00 and the compensation of the arbitrator totaling \$1,200.00 shall be borne by Respondent. Therefore, Respondent shall reimburse Claimant the sum of \$2,125.00 representing that portion of said fees in excess of the apportioned costs previously incurred and paid by Claimant.
42. This Award is in full settlement of all claims and counterclaims submitted to this Arbitration. All claims not expressly granted herein are hereby, DENIED.

13. Defendant was served with the Award by letter dated December 19, 2022 (the “*Service Letter*”). A copy of the Service Letter is attached as **Exhibit B**.

14. Plaintiff seeks confirmation of the Award pursuant to Section 682.12 of the Florida Arbitration Code, which provides that upon moving the court to confirm an arbitration award, the court shall confirm the award unless the award is modified, corrected or vacated.

15. Section 682.13 of the Arbitration Code limits vacatur to “extrinsic acts of misconduct of procedural errors.”

16. Pursuant to the Agreement, Plaintiff and Defendant agreed the Award “shall be final, binding and conclusive and judgment may be entered upon such award by any court.”

¹ Defendant was given proper notice of these proceedings as is discussed in more detail in the Arbitrator’s Award attached hereto.

17. Accordingly, Plaintiff and Defendant agreed that a judgment of any court shall be entered upon the Award and Plaintiff has satisfied the requirements of section 682.12 of the Florida Arbitration Code.

WHEREFORE, Plaintiff, Kyle Thousand, respectfully requests the Court enter an order confirming the Award and directing Defendant, Michael Vick, to pay all sums due and owing to Plaintiff pursuant to the Award, enter a Final Judgment against Defendant pursuant to section 682.15 of the Florida Arbitration Code, and grant such other and further relief as the Court deems just and proper.

Dated this 14th day of February, 2023.

FISHER, TOUSEY, LEAS & BALL

/s Casey W. Arnold

CASEY W. ARNOLD

Florida Bar No. 55345

ASA H. JOHNSTON

Florida Bar No. 1003021

SABRINA MARCOS SMITH

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Attorneys for Plaintiff

EXHIBIT A

**AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION RULES**

In the Matter of An Arbitration Between:

KYLE THOUSAND,

Claimant,

v.

MICHAEL VICK,

Respondent.

**CLAIMANT'S WRITTEN SUBMISSION
OF THE CASE**

To: American Arbitration Association and the following Respondent:

Michael Vick

17120 Magnolia Estates

Southwest Ranches, FL 33331

michelvick@rocketmail.com

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INTRODUCTION

This is a simple breach of contract case. Claimant Kyle Thousand (“Mr. Thousand” or “Claimant”) provided representation services to Respondent Michael Vick (“Mr. Vick” or “Respondent”) pursuant to the terms of a Talent Representation and Marketing Services Agreement for which he was not compensated. Claimant is currently owed \$56,750.00, plus the costs incurred in his collection efforts.

STATEMENT OF FACTS

Mr. Thousand is a talent and marketing agent for celebrities and professional athletes. In this capacity, Mr. Thousand represented former NFL football player, Michael Vick. Mr. Vick entered into a Talent Representation and Marketing Services Agreement to retain Mr. Thousand as his agent on June 2, 2021 (the “Agreement”) attached as Exhibit A. The Agreement is governed by New York law.

The Agreement provided that Claimant would assist Respondent in the development, negotiation, organization, and administration of all income-producing opportunities available as a result of Respondent’s status as a celebrity and former professional athlete (the “Marketing Opportunities”), and television broadcasting opportunities (the “Broadcasting Opportunities”).

In exchange for Claimant’s services, Respondent agreed to pay Claimant ten percent (10%) of the income resulting from any agreements, extensions, modifications and/or renewals from Broadcasting Opportunities (the “Broadcasting Income”). *See* Paragraph 2 of Exhibit A.

In exchange for Claimant’s services, Respondent agreed to pay Claimant twenty percent (20%) of the income resulting from any agreements, extensions, modifications and/or renewals from Marketing Opportunities (the “Marketing Income”). *See* Paragraph 2 of Exhibit A.

During the term of the Agreement, in February of 2022, Respondent entered into an agreement with Panini America, Inc. (“Panini”) to autograph trading cards with Mr. Vick’s name

and likeness produced by Panini, a Marketing Opportunity, for \$45,000.00 (the “Panini Deal”). The agreement memorializing the Panini Deal is attached as Exhibit B (the “Panini Agreement”).

On March 16, 2022, Claimant sent Respondent Invoice No. 1006 for \$6,750.00 for the Panini Deal. *See* Exhibit C. While Claimant was entitled, under the contract, to 20% of all Marketing Income, he provided Respondent with a discount of 5% with regards to the Panini Deal. *See* Exhibit H, Affidavit of Kyle Thousand (“Affidavit”) at ¶ 4.

During the term of the Agreement, on July 9, 2021, Respondent entered into an agreement with Fox Sports Productions, LLC (“Fox”) to serve as a host, reporter, commentator, analyst, and/or on-air personality to begin on August 23, 2021, through August 22, 2023, a Broadcasting Opportunity, for \$395,850.00 (the “Fox Deal”). The agreement memorializing the Fox Deal is attached as Exhibit E (the “Fox Agreement”). On the same date, July 9, 2021, Respondent entered into an agreement with FS1 Remote Production, LLC (“FS1”) to serve as a host, reporter, commentator, analyst, and/or on-air personality to begin on August 23, 2021, through August 22, 2023, a Broadcasting Opportunity, for \$104,150.00 (the “FS1 Deal”). The agreement memorializing the FS1 Deal is attached as Exhibit D (the “FS1 Agreement”). The total Broadcasting Income from the Fox Deal and FS1 Deal was \$500,000.

On February 15, 2022, Claimant sent Respondent Invoice No. 1005 for \$50,000 for the Fox and FS1 broadcasting deals. *See* Exhibit F.

Respondent has failed to pay Claimant any amount related to his Marketing Income and Broadcasting Income from the Panini Deal, the Fox Deal, or the FS1 Deal. Exhibit H, Affidavit at ¶ 5. However, he has acknowledged on at least two occasions his obligation to pay Mr. Thousand. *See* Exhibits I and J.

Prior to commencing arbitration proceedings, Claimant contacted Respondent on multiple occasions requesting payment, offering a payment plan option, and offering a discounted rate on future amounts due. However, Respondent has continually failed to respond. *See Exhibit J.* While Mr. Vick has failed to meaningfully engage in any of the arbitration proceedings, he did respond to an e-mail from Claimants' attorney on October 17th, indicating that he has received notice of this matter. This e-mail is attached hereto as Exhibit G. This is also the e-mail address Mr. Thousand regularly used to correspond with Mr. Vick throughout his representation engagement. Exhibit H, Affidavit at ¶ 6; *See Exhibit I*.

ARGUMENT

A. Breach of Contract

Mr. Vick's failure to pay Mr. Thousand for his representation services pursuant to the Agreement is a breach of contract. "Under New York law, the elements of a cause of action for breach of contract are (1) formation of a contract between plaintiff and defendant, (2) performance by plaintiff, (3) defendant's failure to perform, (4) resulting damage." U.S. Nonwovens Corp. v. Pack Line Corp., 4 N.Y.S.3d 868, 872 (N.Y. Sup. 2015) (internal citation omitted).

Respondent entered into a legally enforceable contract for Claimant to represent him in connection with certain Marketing and Broadcasting Opportunities (the "Services"). *See Exhibit A*. Respondent agreed, by written contract, to pay a percentage of his income for the Services. Id.

Claimant has fully performed his obligations and duties under the Agreement. Specifically, Claimant assisted Respondent in negotiating and procuring the Panini, Fox, and FS1 Deals. Exhibit H, Affidavit at ¶ 3.

Respondent breached the Agreement by refusing to and failing to pay Claimant for the Services in the amount of \$56,750.00. Exhibit H, Affidavit at ¶ 5. Claimant's outstanding invoices are attached hereto as Exhibits C and F. Further, Respondent has acknowledged his payment obligations. *See* Exhibits I and J.

Respondent's breach of the agreement with Claimant has caused Claimant damages, including amounts expended in his collection efforts.

B. Claim for Costs and Attorneys' Fees

Claimant is entitled to all costs pursuant to the Agreement, including attorney's fees. The Agreement provides: "You will at all times hold harmless and indemnify [Mr. Thousand] . . . against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of your material breach of any . . . covenant or agreement contained in this Agreement." *See* Paragraph 10 of Exhibit A.

"Under the general rule, attorney's fees are incidents of litigation and a prevailing party may not collect them from the loser unless an award is authorized by agreement between the parties, statute or court rule." Hooper Assocs., Ltd. v. AGS Computers, Inc., 74 N.Y.2d 487, 491 (1989) (citations omitted). "It is not uncommon, however, for parties to a contract to include a promise by one party to hold the other harmless for a particular loss or damage and counsel fees are but another form of damage which may be indemnified in this way." *Id.* (citations omitted).

Courts in the Second Circuit have employed the following principles of construction to determine whether indemnification provisions are intended to include attorneys' fees in suits between the parties to the contract: (1) the analysis begins with the presumption that the agreement does not cover attorneys' fees in an action between the parties; (2) a provision containing only broad language that does not unequivocally indicate that the parties intended to indemnify attorneys' fees will not support such a claim; (3) if it is apparent that no third-party claims were contemplated by the parties, the agreement should be construed to provide indemnity for claims between the parties; (4) likewise, if future

third-party claims were possible at the time of the contract, there should be no indemnification for suits between the parties; and (5) indemnification provisions that specifically distinguish third-party claims from interparty claims indicate an intent to cover claims between the parties.

Islip U-Slip LLC v. Gander Mountain Co., 2 F. Supp. 3d 296, 308-09, (N.D.N.Y. 2014) (citing In re Refco Securities Litig., 890 F. Supp. 2d 332, 343–44 (S.D.N.Y. 2012)).

In this case, the parties specifically included a provision for attorneys' fees in the event Mr. Vick breached the agreement. Mr. Vick's most important covenant under the Agreement is his promise to pay for Mr. Thousand's representation. It is apparent from the Agreement that no third-party claims would arise from Mr. Vick's breach of the contract, as his only obligation under the Agreement was to Mr. Thousand. Analyzing the language of Paragraph 10 of the Agreement under New York law, it is clearly sufficient to provide for an award of attorneys' fees under these circumstances.

Because fees and costs continue to accrue, should the Arbitrator find Claimant is entitled to recover the fees and costs incurred enforcing his rights under the contract in question Claimant requests he be allowed to submit an itemization thereof within ten (10) days following the Arbitrator's ruling on the breach of contract claim.

WHEREFORE, Claimant Kyle Thousand requests the arbitrator find in his favor for all damages caused by Respondent's breach of contract, plus interest and costs, including reasonable attorneys' fees, and enter any other further relief that is just under the circumstances.

Dated: November 18, 2022

Respectfully submitted,

/s/ Michael A. Dee

Michael A. Dee, AT0002043

Cassandra M. Alesch, AT0014436

BROWN, WINICK, GRAVES, GROSS AND
BASKERVILLE, P.L.C.

666 Grand Avenue, Suite 2000

Des Moines, IA 50309-2510

Telephone: (515) 242-2400

Facsimile: (515) 242-2488

E-mail: michael.dee@brownwinick.com

casey.alesch@brownwinick.com

ATTORNEYS FOR CLAIMANT
KYLE THOUSAND

TALENT REPRESENTATION & MARKETING SERVICES AGREEMENT

This Talent Representation and Marketing Services Agreement (this "Agreement") is made and entered into by and between Michael Vick ("You") and Kyle Thousand ("Agent") on this 2nd day of June 2021. The following terms are agreed to as follows:

1. (a) During the Term (as defined below), Agent shall counsel and assist you in the development, negotiation, organization and administration of all income-producing opportunities and activities as may be available to you as a result of your reputation as a celebrity and former professional athlete (the "Marketing Opportunities"). Agent shall also counsel and assist you in the development, negotiation, organization and administration of all television broadcasting opportunities (the "Broadcasting Opportunities") as may be available to you. Agent shall also be your sole and exclusive representative in this regard throughout the world. Agent shall not have the authority to bind or commit you in any way. Contracts binding you or committing you are to be set forth in writing to be signed by you and, if you choose, may be reviewed by your personal attorney.
- (b) Income (as hereafter defined) that results from the Marketing Opportunities described herein is called "Marketing Income." Income that results from the Broadcasting Opportunities described herein is called "Broadcasting Income," and together with the Marketing Income is collectively referred to herein as "Joint Marketing and Broadcasting Income." "Income" as used herein shall mean all gross consideration payable to you (whether directly or indirectly) during or after the Term, and inclusive of real, personal, tangible, intangible property and any other non-cash income (including, without limitation, securities or other equity or ownership interests in a business, joint venture or other entity). Notwithstanding the foregoing, Joint Marketing and Broadcasting income does not include any Income payable to you from agreements executed prior to the date hereof unless such an agreement is renegotiated during the Term, in which case any Income payable to you with respect to such renegotiated agreement shall be deemed Joint Marketing and Broadcasting Income. Compensation payable to Agent hereunder related to non-cash Income shall, at Agent's option, be valued at its fair market value as of the date accrued, the date paid to you, the date such non-cash Income becomes freely tradeable, or the date such non-cash Income is disposed by you.
2. (a) You agree to pay Agent a percentage, as set forth more fully below in Paragraph 2(b), of all Joint Marketing and Broadcasting Income payable to you as the result of:
 - (i) Agreements effected during the Term or introduced during the Term and executed within ninety (90) days after the end of the Term; and
 - (ii) Extensions, modifications and renewals (that is, a new agreement with the same party) of such agreements described in the preceding clause (i) that is entered into during the Term or after the Term and regardless of whether or not Agent was involved in the negotiation thereof.

Exhibit A
Page 2 of 4

(b) (i) For any of the agreements, extensions, modifications and/or renewals set forth above in Paragraph 2(a) which provide for the payment of Broadcasting Income, you agree to pay Agent ten percent (10%) of the Broadcasting Income payable to you under any such agreement, extension, modification and/or renewal;

(ii) For any of the agreements, extensions, modifications and/or renewals set forth in Paragraph 2(a) which provide for the payment of Marketing Income, you agree to pay Agent twenty percent (20%) of the Marketing Income payable to you under any such agreement, extension, modification and/or renewal.

(c) The applicable percentage of Broadcasting Income and Marketing Income is payable regardless of whether such income is received during or after the Term.

(d) With respect to any amounts due to Agent hereunder, you agree that Agent will be paid his commission either (i) directly from the third party with whom you have contracted, or (ii) if such third party has paid the full amount to you directly, then from you within thirty (30) days of your receipt thereof.

3. Agent agrees to pay all of its own normal operation expenses including ordinary traveling expenses and usual office, telephone and overhead expenses in connection with the performance of his services hereunder.
4. You recognize that Agent performs services for current and former professional athletes and celebrities other than yourself and that nothing herein contained shall be deemed to restrict the right of Agent to continue any and all such activities.
5. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof. In the event of a dispute arises under this Agreement that cannot be resolved, such dispute shall be submitted to arbitration and resolved by a single arbitrator (who shall be a lawyer) in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. All such arbitration shall take place at the office of the American Arbitration Association located in New York, New York. The award or decision rendered by the arbitrator shall be final, binding and conclusive and judgment may be entered upon such award by any court.
6. You hereby grant Agent the right to use your name, nickname, voice, performance, services, biography, autograph and likeness in connection with promoting you and carrying out the responsibilities under this Agreement and in Agent's corporate brochures, newsletters, websites, and presentations and for general internal use. Agent agrees to cease, upon receipt of your written request, all uses of any materials which feature you in a negative or unflattering light, to be determined in your reasonable good-faith judgment. In any such event, you agree to provide Agent with an opportunity to create replacement materials.

Exhibit A
Page 3 of 4

7. The term of this Agreement (the "Term") shall commence on June 2, 2021 (the "Effective Date") and shall end one-year after such Effective Date and shall continue thereafter from year to year until terminated upon written notice delivered by either party to the other no later than thirty (30) days before the anniversary of the Effective Date. Such termination shall be effective on the anniversary of the Effective Date after such notice is timely received.
8. You acknowledge, represent and warrant that you are not contracted to any other personal manager, agent or representative, orally or in writing, or in any manner contradictory to the exclusivity conferred herein. You also represent and warrant that you have the legal capacity to execute, deliver and perform your obligations under this Agreement and once fully executed, this Agreement will constitute a valid and legally binding agreement.
9. All of the provisions of this Agreement and all information furnished in writing by either party to this Agreement to the other party to this Agreement in connection with this Agreement and the transactions contemplated by it shall be kept confidential by the receiving party and shall be used by the receiving party only in connection with this Agreement and the transactions contemplated hereby, except with the specific prior written consent of the disclosing party and except to the extent that such information (i) is information which the receiving party can demonstrate in writing was already known to that receiving party when received, (ii) at the time of the disclosure or thereafter becomes lawfully obtainable from other sources through no act or failure to act on the part of the receiving party, (iii) is required to be disclosed in any document to be filed with any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or in connection with any litigation, (iv) is disclosed in connection with any consultation with attorneys, accountants, employees, or other advisors retained in connection with the transactions contemplated hereby under obligation to keep such information confidential, (v) is required to be disclosed by court order or otherwise required by law or requested by regulators, or (vi) is necessary to disclose to a third party or licensee to effect the transactions contemplated hereby; provided, that the receiving party shall disclose only so much of the confidential information as is legally required or requested.
10. You will at all times hold harmless and indemnify Agent, his parents, affiliates and subsidiaries, and each of his respective officers, employees, directors, legal representatives, agents, successors and assigns from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of your material breach of any representation, warranty, covenant or agreement contained in this Agreement.
11. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties,

Exhibit A
Page 4 of 4


whether oral or written, by any officer, employee or representative of any party. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of both parties hereto. Each party hereto acknowledges that it has review this Agreement prior to execution and that changes were made to this Agreement based upon its comments. If any disputes arise with respect to the interpretation of any provision of this Agreement, the provision shall be deemed to have been drafted by all of the parties and shall not be construed against any other party on the basis that the party was responsible for drafting that provision.

12. The termination of this Agreement shall not affect any accrued rights or any provision of this Agreement that is intended to survive termination, including, without limitation, Paragraphs 2, 5, 9 and 10.
13. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
14. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement, to the extent signed and delivered by means of a facsimile machine or other electronic transmission, shall be treated in all respects as an original contract and shall have the same binding legal effects as if it were the original signed version thereof delivered in person.

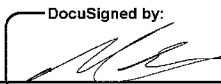
Sincerely,

Accepted and Agreed:

Agent

By: 

Kyle Thousand

By: 

Michael Vick

DocuSigned by:

D54D6AFEEA5A4BA...



RELEASE AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I, on behalf of myself, and my heirs and representatives, hereby agree with Panini America, Inc. and its officers, directors, agents, successors and assigns ("Panini"), as follows:

I am of legal age, have the right to and hereby give my non-exclusive license, permission and consent to Panini to reproduce, copy, publish, broadcast, or otherwise use my likeness, first and last names, signature, biography, comments or quotations attributable to me or any material based upon or derived therefrom, as is, or as may be edited or altered, without substantially changing the meaning thereof, on Company's trading card or collectible products and in connection with the sale and promotion of Company's trading card or collectible products in and on any advertising, packaging, solicitation, or promotional items.

I further agree to personally autograph **2,000** trading cards, stickers or other selected items as they will appear on Panini trading cards or collectible products (plus 5% to be used as replacements for damaged cards/stickers). I further agree to "wear" **5** jerseys supplied by Company and I agree to sign an affidavit affirming such. Company agrees all jerseys will be cut up to be placed inside of Panini trading cards.

I understand that I will receive as compensation for the use of my likeness, name, signature, biography or quote the amount of **\$45,000.00 (\$22.50 per autograph)**. Payment will be paid within 30 days of Panini receiving the autographed trading cards, stickers or other selected items. Payment will be made in an amount proportionate to the number of autographed trading cards, stickers or other selected items returned. No money will be paid without a satisfactorily completed and returned W-9 form. Panini will, in addition to all other amounts payable to Michael Vick, cover all costs in connection with the cards, stickers and any other other selected items (including, without limitation, return shipping cartons and supplies, including insurance costs).

I understand that Panini shall indemnify me and my loan-out company, including their agents and employees, against any and all claims, settlements, penalties, damages, expenses, attorneys fees, costs, and judgments obtained against, imposed upon or suffered by me and/or my loan-out company by reason of this agreement, including but not limited to a breach or alleged breach by Panini and/or of their obligations hereunder and/or arising from or relating to the manufacture, promotion and/or use of the Company's trading cards or collectible products hereunder.

BY SIGNING HEREUNDER, MICHAEL VICK AND COMPANY AGREE TO ALL OF THE TERMS OF THE AGREEMENT AS SET FORTH ABOVE.

MICHAEL VICK

BY: 

NAME: Michael Vick

DATE: 3-2-22

SSN: 227-2100

(TYPE OR PRINT SSN)

MAILING ADDRESS: 17120 Magnolia Estates

CITY, STATE, ZIP: Southwest Ranches FL 33331

COMPANY

BY: 

NAME: Elizabeth Galaviz

TITLE: Acquisition Manager

DATE: 03/08/22

Kyle Thousand

1037 Battery Lane
Nashville, TN 37220
312-237-0822

March 16, 2022

BILL TO

Michael Vick
17120 Magnolia Estates
Southwest Ranches, FL 33331
757-746-7707

Details

AMOUNT

Panini Trading Card Deal (15% of \$45,000)

\$6,750.00

TOTAL \$6,750.00

Please wire the above amount to: Kyle Thousand, JP Morgan Chase Bank: Acct No.: 748044468; Routing No.: 071000013

If you have any questions concerning this invoice, use the following contact information:

Kyle Thousand, 312-237-0822, kyle.thousand@gmail.com

THANK YOU FOR YOUR BUSINESS!

FREELANCER AGREEMENT

This Agreement (“**Agreement**”) dated as of July 9, 2021 is by and between **FS1 Remote Production, LLC** (“**Network**” or “**Company**”), with offices at 2121 Avenue of the Stars, 9th floor, Los Angeles, California 90067, and Michael Vick (“**Freelancer**”), c/o 1915 Walgrove Ave., Los Angeles, California 90066, Attn. Kyle Thousand, relating to Freelancer’s engagement by Network.

1. **SERVICES.** Network retains Freelancer, and Freelancer accepts such engagement, as a host, reporter, commentator, analyst and/or on-air personality to provide services as are customarily provided in connection with such roles in the entertainment industry and such other services as set forth herein (collectively, the “**Services**”). Services will be rendered in connection with Network’s coverage, production and/or exhibition of various sports-related events, tournaments and related programming, as may be requested by Network, in its sole discretion, including, but not limited to, Network’s daily studio shows typically airing on weekdays, but as may be rescheduled by Network from time to time (the “**Studio Show(s)**”) (the “**Program(s)**”). The parties acknowledge and agree that Freelancer shall be available for a minimum of forty (40) days during each Year of the Term for appearances on the Studio Shows. Network shall have complete business and creative control and prior approval over all elements of Freelancer’s Services. All decisions by Network relating to Freelancer’s services shall be final and binding for all purposes, and Freelancer shall follow all of Network’s instructions in this regard. Freelancer shall render the Services at such places as Network designates from time to time on a temporary basis. Network may extend the Services under this Agreement to any of Network’s divisions, parents, subsidiaries and affiliates.

Freelancer shall also perform other services reasonably required by Network for Network’s various businesses, which shall include, without limitation, the following: (i) participating in the presentation of commercial and/or promotional announcements, product-integration segments and/or co-branded “promercial” segments requiring the mentioning or handling of sponsor products/services (but not as a direct endorsement by Freelancer of such products/services), (ii) participating in lead-ins, lead-outs, hits, including for Network’s studio and/or news programming, and preview, pre-program, post-program, pre-game and post-game programming via Network’s networks and/or digital platforms, (iii) attending all rehearsals, production meetings, program conferences and publicity photographic sessions as reasonably requested by Network; (iv) conducting research and show preparation; (v) participating in functions, press conferences, affiliate meetings, sales promotion meetings or other events of a similar nature as reasonably requested by Network; and (vi) attending all seminars (in their entirety) as reasonably requested by Network, it being understood that no additional compensation shall be paid to Freelancer other than reimbursement of Freelancer’s reasonable expenses in accordance with the provisions hereof, unless otherwise required by law. All such services shall be deemed “Services” under this Agreement as contemplated and already compensated herein, unless otherwise required by law (e.g., Freelancer is retained as a non-exempt, hourly employee).

2. **TERM.** The term of Freelancer’s Services shall commence on August 23, 2021 and shall continue through and include August 22, 2023 (the “**Term**”), unless sooner terminated pursuant to the terms of this Agreement. For the purposes of this Agreement, a “**Year**” shall mean the period beginning August 23 and ending August 22 of the following calendar year.

3. **COMPENSATION.** In full and complete consideration of Freelancer’s performance of the Services, the grant of other rights hereunder and all of Freelancer’s representations and warranties, and provided Network receives an executed copy of this Agreement and all other required documentation, Network will pay Freelancer **One Hundred Four Thousand One Hundred Fifty Dollars (\$104,150.00)** each Year of the Term.

The foregoing applicable compensation shall be payable less applicable withholdings and deductions as required by law, on a bi-weekly basis and in accordance with Network’s then-current accounting policies.

Further, and notwithstanding the foregoing, in the event that Freelancer performs Services on Studio Shows on more than forty (40) days in a Year of Term, Freelancer shall be paid additional compensation in the amount of **Two Thousand Five Hundred Dollars** (\$2,500) for each such additional day of work on Studio Shows in excess of forty (40) days in that Year of Term. Such compensation, if any, shall be payable during the Term, less applicable withholdings and deductions as required by law, following Network's receipt of properly submitted time cards (in a form acceptable to Network) from Freelancer and in accordance with Network's then-current accounting and payroll policies. Time cards must be submitted to Network's production accountant on a weekly basis. Any time card submitted late may result in late and/or incomplete paychecks. All time cards submitted must reflect hours worked, with actual start and end times and meal breaks taken on each day Freelancer rendered Services.

Except as required by law, Network will not provide Freelancer with any benefits (beyond the Compensation set forth above), including, but not limited to, medical, dental or vision benefits, pension or retirement benefits (including 401k), vacation, stock or stock options. Freelancer shall be covered under Network's Worker's Compensation policy. Network will withhold from the compensation it pays to Freelancer all applicable withholding taxes.

4. **EXCLUSIVITY.** During the Term, Freelancer's Services will be exclusive to Network with respect to any and all sports programming. Notwithstanding the foregoing, in the event Freelancer is provided with an opportunity to provide sports-related services to another third party, such services shall be subject to Network's prior written approval, which will not unreasonably be withheld. At all times during the Term, all other services will be in first position to Network, and Freelancer will not, without Network's prior written consent, engage in any activities that materially interfere with the rendering of Freelancer's Services or otherwise impact Network, as reasonably determined by Network in its sole discretion.

5. **TRAVEL AND EXPENSES.** Network shall reimburse Freelancer in accordance with then-current Network policies for comparable freelancers for all ordinary and necessary travel expenses and other reasonable expenses incurred by Freelancer, for or on behalf of Network, in performing the Services. Freelancer agrees to timely submit to Network any and all receipts and supporting documentation required by Network of all such expenses. All air travel and rental car arrangements and hotel accommodations, if any, will be booked by Network unless otherwise agreed by Freelancer and Network. Network agrees to provide Freelancer with business class air travel, if available, otherwise first class.

6. **NON-UNION AGREEMENT.** Freelancer acknowledges that the Program(s) and all Network productions are non-union productions.

7. **RESULTS AND PROCEEDS.** All products, results and proceeds of the Services, and the Program(s), including the idea, concept, materials and format therefor, in whatever stage of completion (collectively, the "Works"), are "works-made-for-hire" for Network, and Network is deemed the author thereof. As "works-made-for-hire," at such time as fixed in a tangible medium of expression, the Works will be Network's sole and exclusive property, in perpetuity, throughout the universe, in all media, together with all licenses, rights of every kind and nature, privileges, ancillary rights, copyrights and rights to renew and extend copyrights in and to any or all of the Works. If the Works or any part of the Works are not deemed "works-made-for-hire," Freelancer hereby transfers and assigns all copyrights and all intellectual property or other claims Freelancer may ever have in any of the Works to Network. Freelancer expressly waives any personal or proprietary rights and any "moral rights of authors," now or hereafter recognized, in and to any and all of the Works. Network's rights to the Works include, without limitation, the exclusive and unlimited right to exhibit, perform, display, change, alter, revise, edit, dub, add to, subtract from, combine with other material, distribute, merchandise, market and otherwise exploit any and all of the Works worldwide in any and all languages via any and all formats and media now known or hereafter devised in perpetuity in Network's sole discretion. All rights to the Works granted to Network in this Agreement are irrevocable and will immediately vest and remain vested in Network, its successors, and assigns.

8. COMPANY POLICIES AND CERTIFICATION. Freelancer agrees to at all times during the Term be subject to, comply with, and carry out the rules, regulations, policies, directions, and restrictions applicable to Network's freelancers as Network may from time to time establish, including without limitation the "Freelance Work Rules" and Network's Standards of Business Conduct (attached here as Exhibits B and C, respectively), as well as those imposed by law. Freelancer acknowledges receipt of and/or access to such policies and has reviewed and understands them. Freelancer certifies that Freelancer is aware of procedures for reporting any violations of Network's Standards of Business Conduct and its Preventing Harassment, Discrimination, and Retaliation Policy in the Freelance Work Rules, and is not aware of any violations that have not been reported. If Freelancer is unable to certify for any reason, Freelancer agrees to contact Fox Corporation's Chief Ethics and Compliance Officer. Further, Freelancer will refrain from activity that might result in adverse publicity or notoriety to Network or otherwise tends to bring Network into public disrepute, including through social media. In addition, Freelancer agrees to abide by the rules, regulations, orders, directives and standards of the FCC and/or any other governing body having jurisdiction over any Program(s) in connection with which Freelancer renders Services hereunder, as such presently exist and as they may from time to time be amended.

9. CONFIDENTIALITY. Except as expressly permitted under this paragraph, under no circumstances and at no time, either during or after the Term, will Freelancer directly or indirectly, disclose, divulge, render or offer any knowledge or information to any other person or party concerning the terms of this Agreement or matters relating to the Services or any of the Program(s) or Network's affairs and plans of which Freelancer has knowledge, including, but not limited to, all past, present, or future production budgets, story ideas, story content, works in progress, confidential or exclusive information, story leads and tips (collectively "**Confidential Information**"). Any disclosure of Confidential Information by Freelancer will constitute a material breach of this Agreement. Notwithstanding the foregoing, the following will not constitute a prohibited disclosure: (a) disclosure to the extent required by law, including by a valid governmental order or regulation, provided Freelancer provides Network with prior notice of said government order or regulation; and (b) disclosure of the contents of this Agreement to Freelancer's lawyers, accountants, lenders and other business representatives; provided that Freelancer shall be deemed in breach of this provision to the extent any such lawyers, accountants, lenders and other business representatives fail to keep all Confidential Information confidential.

For clarity, Freelancer also agrees to abide by any confidentiality requirements contained within Exhibits B and C.

10. WARRANTIES AND REPRESENTATIONS. Freelancer represents and warrants and agrees that:

(a) Freelancer is free to enter into this Agreement, and Freelancer is not a party to or otherwise subject to or bound by the terms of any contract or understanding that would in any manner limit or affect Freelancer's ability to perform the Services or other required obligations;

(b) To the best of Freelancer's knowledge in the exercise of due diligence, all results and proceeds of Freelancer's Services will be original and will not infringe upon or violate any right whatsoever of any third party;

(c) Freelancer has the right to authorize and hereby authorizes Network, its affiliates and licensees, the entities exhibiting any Program(s), sponsors of any Program(s) and their advertising agencies to use Freelancer's name, biography, recorded performance and likeness for the purpose of advertising, promoting, publicizing, and providing information about any program or series or elements thereof on which Freelancer renders the Services, alone or in conjunction with a sponsor's products or Network's services in all media, now known or hereafter devised, in perpetuity throughout the universe. Such authorization will not be exercised by Network or its licensees in a manner that constitutes a direct endorsement of any such product (other than Network's platforms) without Freelancer's consent;

(d) Use of Name and Likeness:

- i. Freelancer shall provide Network with a list of any and all pre-existing agreements (as of the date of this Agreement) permitting the use of Freelancer's name, biography, recorded performance, likeness and/or statements in the promotion, endorsement, advertising or marketing of any products, services or organizations (e.g., endorsements, marketing deals, etc.), where Freelancer receives any form of consideration (e.g., money, benefits, apparel, goods, services, etc.) (collectively, "**Marketing Deal(s)**"). A list of any such Marketing Deals shall be included in Exhibit A attached hereto;
- ii. Except as provided above, during the Term, Freelancer shall not use or permit the use of Freelancer's name, biography, recorded performance, likeness and/or statement in advertising, promoting or publicizing any products, services or organizations without Network's prior written consent, not to be unreasonably withheld; and
- iii. Freelancer shall notify and discuss the renewal of any Marketing Deal(s) in advance with Network. In the event that any of the Marketing Deals disclosed in Exhibit A are in the gambling and/or betting products or services category, Freelancer agrees to provide Network, or its designee, the exclusive right of first negotiation, solely as to such category, prior to any renewal of the relevant Marketing Deal;

(e) Freelancer shall not make misleading statements about Network's products or services; and

(f) Freelancer has neither accepted or paid nor will accept or pay any consideration for the inclusion of any matter as part of any Program(s) for which Freelancer is to render Services nor has Freelancer done any other act or thing contrary to the guidelines of the Federal Trade Commission, the provisions of the Federal Communications Act or all applicable rules of the Federal Communications Commission without making all disclosures required thereby. Without limiting the foregoing, Freelancer shall disclose Freelancer's connection with Network in a manner consistent with all applicable laws.

11. ELIGIBILITY TO WORK IN THE UNITED STATES. Network's engagement of Freelancer hereunder is subject to Freelancer's compliance with all applicable law. Freelancer shall provide Network or its designee with proof of Freelancer's eligibility to work in the United States and to complete all forms required by the United States Citizenship and Immigration Services, and any other United States government entities. Freelancer acknowledges that this Agreement shall not become effective and Freelancer shall not be entitled to any compensation hereunder unless and until Freelancer complies with the provisions of this Paragraph.

12. FORCE MAJEURE. In the event the normal business operations of Network, including, but not limited to, the production and/or exhibition of the Program(s) and/or the operations of any sports organization televised and/or produced by Network or any affiliate of Network, are disrupted, suspended, interrupted, or otherwise impacted so as to make the Program(s) materially different, unreasonably expensive, unreasonably difficult, or impossible to produce in a similar economic manner, by any event, occurrence, and/or circumstance including but not limited to (i) an act of God or public enemy; (ii) war (declared or undeclared); (iii) sabotage; rebellion; riot; act(s) or threatened act(s) of terrorism, civil commotion; (iv) labor dispute of any kind or nature; (v) embargo; (vi) natural and/or man-made disaster (e.g., fire, flood, earthquake, landslide, tornado, hurricane, blizzard, volcanic eruption, tsunami, storm, drought, explosion and the like); (vii) natural or man-made epidemic/pandemic and resulting governmental action and societal restrictions (inclusive without limitation of viral outbreaks; public health crises and/or global health emergencies and their resulting governmental action, societal restrictions, and/or curtailment or closure of any means of travel, modes of public transit, and/or common carriers); (viii) casualty and/or death; (ix) act(s) of any federal, state, and/or local instrumentality, including, but not limited to, any restriction, declaration, regulation and/or any other action that may impact travel, movement, large gatherings, and/or the sports, media and/or entertainment industries); (x) the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; (xi) the failure, scarcity, or unavailability

of necessary equipment, utilities, and other resources (similar or dissimilar); (xii) and/or for any other unforeseeable reason with similar consequences, beyond the reasonable control of Network (collectively, "**Force Majeure**"), Network shall have the right, but not the obligation, to do any and/or all of the following, as Network may elect in its sole, absolute discretion: (a) to suspend Network's obligations hereunder, in whole or in part, while such contingency continues and thereafter until Network's previously-normal business operations resume; (b) to extend the Term and all dates for exercise of Network's options, if any, under Section 2 above for a period up to and/or equal to the length of time that the Force Majeure event or suspension of the Agreement continues (whichever is longer); and/or (c) to terminate some or all of Network's obligations hereunder, provided that Network's election regarding termination shall be subject to its reasonably good faith discretion. In addition, Network shall also have such rights listed in (a) – (c) above if a Force Majeure event materially frustrates Network's overall purpose/business objective in entering this Agreement, irrespective of whether the Force Majeure event directly prevents either party's ability to perform its obligations under this Agreement. Such suspension, extension, and/or termination(s), as applicable, shall become effective fifteen (15) days following Network's provision of notice of said action to Freelancer.

The determinations as to whether Force Majeure has occurred; the duration of such Force Majeure event, inclusive of any subsequent impacts thereof; and when to resume normal business operations or the production or exhibition of the Program(s) are all subject to Network's sole, reasonable discretion; for clarity, Network shall have no duty to mitigate impact on Freelancer from these and/or other determinations made pursuant to its rights hereunder. Notwithstanding the foregoing, Network acknowledges that a prolonged suspension of Freelancer's Services without pay due to Force Majeure will have a detrimental effect on Freelancer and agrees to act reasonably in that regard. Further, Freelancer acknowledges and agrees that different business operations of Network may be subject to different business and operational considerations and/or affected differently by any individual Force Majeure event such that Network's determinations made pursuant to this provision may be made on a case-by-case basis and cannot have binding effects on any other production or contract not contemplated herein.

Network's election to suspend shall not affect Network's right thereafter to suspend again, to modify the terms of such suspension, and/or to terminate, pursuant to the terms of this Section or any other herein. Further, any alleged delay or exercised discretion on the part of Network in exercising any such rights during or after a Force Majeure event shall not constitute waiver of any of Network's rights as to that event and/or any future events that might qualify as a Force Majeure event, pursuant to this Agreement and/or under applicable law. In addition, Freelancer acknowledges and agrees that in the context of a Force Majeure or similar event as defined herein, irrespective of whether or not Network exercises its rights in (a) – (c), Network's voluntary actions with respect to Freelancer and/or any others in an agreement with Network shall not create any ongoing obligations of any kind or nature and do not constitute a modification of any terms of this Agreement.

For clarity and without limiting any of Network's rights herein, during the period of any such suspension pursuant to subsection (a) above, Network's obligations to Freelancer, including without limitation any and all compensation and expense obligations, shall be so suspended and shall not accrue during the period of such suspension; as such, no payments of any kind or nature would be required to end suspension and resume the operation of the Agreement. For the avoidance of doubt, in the event Network exercises any of its rights under this paragraph, including but not limited to subsections (a) and/or (b) above, Network shall still retain the right to terminate this Agreement pursuant to subsection (c) above, pursuant to Section 13, and/or for any other reason permitted by the terms herein.

For the avoidance of doubt and without limiting any rights in this Section, both Network and Freelancer acknowledge and agree that the effect of the virus currently known as COVID-19 as well as all attendant impacts and fallout therefrom cannot be known or reliably predicted/foreseen at the time of this Agreement being made and, accordingly, any ramifications from such virus that are unknown at the time of execution of this Agreement may constitute a Force Majeure event for the purposes of this Agreement, in accordance with the terms outlined herein.

13. SUSPENSION/TERMINATION.

(a) Unless otherwise prohibited by law, and notwithstanding the force majeure provisions set forth in Section 12, throughout the Term of this Agreement, Network shall have the ongoing right in its reasonable, good faith discretion to suspend this Agreement, including some or all of Network's obligations hereunder, and to extend the Term for a period up to and/or equal to the length of time of the suspension of the Agreement in the event any of the sports season for which Freelancer was anticipated to provide Services are impacted in any way as to reduce, reschedule, cancel, and/or materially impact in any other way such sport's season(s) and/or any games of such season(s). If, during the Term of the Agreement, a suspension pursuant to this subsection (a) of Section 12 remains in effect for sixty (60) consecutive days or one hundred twenty (120) days in aggregate, when Network's obligations to Freelancer are so suspended pursuant to this subsection (a) of Section 12, Freelancer shall have the right, but not the obligation, to terminate this Agreement upon two (2) weeks notice to Network, provided that Network shall have the right to reinstate the Agreement at any time prior to the effective date of such termination with notice to Freelancer and Network's resumption of its obligations hereunder. For clarity and without limiting any of Network's rights herein, during the period of any such suspension pursuant to subsection (a) of Section 12, Network's obligations to Freelancer, including without limitation any and all compensation and expense obligations, shall be so suspended and shall not accrue during the period of such suspension; as such, no payments of any kind or nature would be required to end suspension and resume the operation of the Agreement. Notwithstanding the foregoing, Network acknowledges that a prolonged suspension of Freelancer's Services without pay will have a detrimental effect on Freelancer and agrees to act reasonably and in good faith in that regard.

(b) Unless otherwise prohibited by law, and notwithstanding the force majeure provisions set forth in Section 12, Network may terminate or suspend this Agreement by giving Freelancer notice of such in the event that Network or its affiliated entities', subsidiaries' or divisions' rights to televise or distribute the Program(s) have expired or are otherwise terminated or events beyond the control of Network prevent Network from televising the Program(s); provided, however, such termination and/or suspension right(s) shall be exercised in good faith by Network. In addition, unless otherwise prohibited by law, and notwithstanding the force majeure provisions set forth in Section 12, Network may also terminate or suspend this Agreement, and/or Freelancer's Services pursuant to this Agreement, without pay, if Freelancer breaches his obligations hereunder (provided that Freelancer may, if curable (which shall be determined by Network in its sole reasonable discretion) and not the result of repeated willful actions on the part of Freelancer, cure within three (3) business days of receipt of written notice from Network) or if Network believes in its reasonable discretion that Freelancer is unable or has failed or refused to fully perform the Services required of Freelancer, or if Freelancer or Freelancer's representative indicates that Freelancer intends to fail or refuse to fully perform the Services required of Freelancer; provided, however, that such termination and/or suspension right(s) shall be exercised in good faith by Network. Without limitation, "failure to perform" shall include: (w) inadequate preparation for, or frequent lack of punctuality, in attending material work sessions, tapings or live telecasts and rehearsals, provided, however, that for the purposes of this subsection (w) Freelancer may, if curable (which shall be determined by Network in its sole reasonable discretion) and not the result of repeated willful actions on the part of Freelancer, cure within three (3) business days of receipt of written notice from Network; (x) intentional or continual activities (whether by commission or omission) contrary to the proper and reasonable instructions of Network; (y) committing any act that in Network's good faith determination (i) is reasonably likely to bring Network into public disrepute, contempt, scandal or ridicule, or (ii) is reasonably likely to be harmful or detrimental to Network; and (z) the event of Freelancer's death, in which case, this Agreement shall automatically terminate, or any illness, mental or physical incapacity that prevents Freelancer from performing his/her Services hereunder, provided Network agrees to discuss any termination and/or suspension for illness/incapacity with Freelancer in good faith. If Network elects to terminate this Agreement pursuant to this paragraph, Network shall be released and discharged from all obligations to Freelancer. This section is not intended to limit Network's right to terminate this Agreement pursuant to California Labor Code Section 2924. Notwithstanding any of the foregoing, should the preceding conflict with any applicable State or Federal Law, then such law will govern.

14. **REMEDIES.** In the event of a breach or threatened breach by Freelancer of any of the provisions of this Agreement, Network shall be entitled as a matter of right, without further notice to Freelancer, to seek an injunction and other equitable relief to prevent a violation of any of the provisions of this Agreement by Freelancer. Neither this provision nor the exercise by Network of any of its rights hereunder shall constitute a waiver by Network of any other rights which it may have to damages or otherwise. Freelancer acknowledges that in the event of any breach by Network, Freelancer shall be limited to Freelancer's remedies at law for damages, if any, and will not have the right to enjoin the exhibition, distribution, advertising, or exploitation of any Network programming.

15. **NO OBLIGATION TO USE.** Network shall not be obligated to: (a) use Freelancer's Services; (b) use the results and product of Freelancer's Services; or (c) exhibit or otherwise exploit any Program(s) or any other program for which Freelancer was engaged. Network will have fully discharged its obligations by payment of the applicable compensation provided herein for Services Freelancer renders.

16. **FIRST NEGOTIATION/LAST REFUSAL.** Network has the following rights of first negotiation and last refusal with respect to the employment of Freelancer to render services after the end of the Term.

(a) **First Negotiation.** If Network desires to engage Freelancer's services for a period beyond the end of the Term and Freelancer desires to render services to any entity after the end of the Term, then commencing ninety (90) days before the end of the Term, or such earlier date as Network in its sole discretion may designate in writing, and continuing for sixty (60) days thereafter (the "**Negotiation Period**"), Freelancer shall negotiate in good faith solely with Network concerning Freelancer's services. At no time prior to or during such Negotiation Period shall Freelancer discuss with any third party any contract or agreement with respect to such services. If no agreement is reached during the Negotiation Period, then upon the expiration of such Negotiation Period, Network shall have "Last Refusal" rights as set forth in the paragraph below.

(b) **Last Refusal.** Network's "**Last Refusal**" rights, which shall apply until the expiration of six (6) months following the date of the expiration of the Term, or until there is a "**Third Party Contract**" (as defined below), whichever first occurs, shall be as follows: Freelancer shall not, directly or indirectly, enter into any agreement with a third party respecting Freelancer's services without first offering in writing to enter into an agreement with Network on the same financial terms which Freelancer and such third party are both willing to accept. Said offer from a third party must be a bona fide offer, signed by the offerer, and may include only provisions that are easily reducible to a determinable sum of money. Network shall have ten (10) business days after receipt of such written offer in which to accept said offer. If Network fails to accept such offer within such period, Freelancer shall then be free to contract on those terms with the third party, and if Freelancer does so there shall be deemed to be a "**Third Party Contract.**" Freelancer shall give Network prompt written notice of Freelancer's acceptance of a Third Party Contract. If Freelancer does not accept such offer from the third party, then the terms of this paragraph shall apply to each subsequent offer received by Freelancer.

17. **GOVERNING LAW.** Irrespective of the place of execution or performance, this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California ("Governing Law"), excluding choice of law principles that would require the application of the laws of a jurisdiction other than California. Freelancer consents to the jurisdiction and venue of the state and federal courts situated within the State of California upon service of process made in accordance with the statutes of California and the United States. Freelancer further agrees that suits between the parties upon any and all causes of action, whether or not such causes of action have arisen under this Agreement and regardless of the legal theory upon which such causes of action are based, shall be brought exclusively in a state or federal court situated within Los Angeles, California. Any provisions found by a court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

18. **MISCELLANEOUS TERMS.**

(a) This Agreement, inclusive of Exhibits A, B, and C, contains the entire understanding of the parties and supersedes all prior written or oral agreements and understandings pertaining to the subject matter of this Agreement. No express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this Agreement. This Agreement cannot be modified except by a written instrument signed by both parties.

(b) No waiver of any term or condition of this Agreement will be construed as a waiver of any other term or condition; nor will any waiver of any default under this Agreement be construed as a waiver of any other default.

(c) Network may freely assign this Agreement (and any rights in whole or in part thereof). Freelancer shall not assign this Agreement (or any part thereof) without the prior written consent of Network. Any assignment contrary to this paragraph will be null and void.

(d) Paragraph headings are inserted for convenience only and shall not be used to interpret this Agreement or any of the provisions hereof or given any legal or other effect whatsoever.

(e) All notices from either party to the other must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, by email with receipt confirmed, to the respective addresses of Freelancer and Network listed below. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party. Any options exercised pursuant to this Agreement, if any, must be exercised in writing and delivered pursuant to this notice provision.

Notices

If to Freelancer: Michael Vick
c/o 1915 Walgrove Ave.
Los Angeles, California 90066
Attention: Kyle Thousand

If to Network: FS1 Remote Production, LLC
2121 Avenue of the Stars, Suite 900
Los Angeles, California 90067
Attention: General Counsel, Fox Sports

(f) Freelancer acknowledges that Freelancer has had the opportunity to be represented by independent legal counsel (Freelancer's own lawyer) in the negotiation and execution of this Agreement, and that Freelancer has consulted with such counsel or that Freelancer knowingly and voluntarily waives Freelancer's right to do so. Freelancer also acknowledges and agrees that this Agreement was executed voluntarily without any duress or undue influence on the part of or on behalf of Network. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibits thereto.

(g) Sections 7, 9, 10, 14, 17 and 18(c) of this Agreement and all other provisions normally surviving the suspension, expiration or termination of an agreement, shall remain in effect and survive the suspension, termination or expiration of this Agreement in due course or otherwise.

(h) Time shall be of the essence of this Agreement in all respects.

(i) This Agreement may be signed in counterparts, each of which will be deemed an original, and all such counterparts together constituting one and the same Agreement. Signatures to this Agreement may be delivered by facsimile or electronically via a .PDF document and will be binding upon the parties.

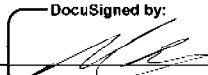
(j) Freelancer acknowledges and agrees that as of the time of the execution of this Agreement, Network is facing extraordinary circumstances (COVID-19 pandemic and related government orders) of a nature akin to a Force Majeure event as such a term is commonly understood (inclusive without limitation of the definition of such Force Majeure provided herein, irrespective of whether or not the current circumstances qualify under such definition) and that the impacts of these extraordinary circumstances, and the duration and/or reoccurrence of such extraordinary circumstances and the impacts thereof cannot be reasonably predicted/foreseen. **Accordingly, Freelancer acknowledges and agrees that, notwithstanding the full execution of this Agreement and the effective date of this Agreement, Network has and shall maintain the rights encompassed within Section 12 of this Agreement to suspend, extend, and/or terminate this Agreement for so long as such contingency continues and thereafter until normal business operations resume.**

IN WITNESS WHEREOF Freelancer and Network have executed this Agreement as of the date first written above.

AGREED & ACCEPTED BY:

MICHAEL VICK

Signature: _____

DocuSigned by:

D54D6AFEEA5A4BA...

AGREED & ACCEPTED BY:

FS1 REMOTE PRODUCTION, LLC

Signature: _____



Printed Name: Claudia Teran

Title: EVP/General Counsel

EXHIBIT A
Freelancer Marketing Deals

None, unless otherwise listed below.

EXHIBITS B & C

Attached on following pages

FREELANCER AGREEMENT

This Agreement (“**Agreement**”) dated as of July 9, 2021 is by and between **Fox Sports Productions, LLC** (“**Network**” or “**Company**”), with offices at 2121 Avenue of the Stars, 9th floor, Los Angeles, California 90067, and Michael Vick (“**Freelancer**”), c/o 1915 Walgrove Ave., Los Angeles, California 90066, Attn. Kyle Thousand, relating to Freelancer’s engagement by Network.

1. **SERVICES.** Network retains Freelancer, and Freelancer accepts such engagement, as a host, reporter, commentator, analyst and/or on-air personality to provide services as are customarily provided in connection with such roles in the entertainment industry and such other services as set forth herein (collectively, the “**Services**”). Services will be rendered in connection with Network’s coverage, production and/or exhibition of the National Football League, including Network’s Sunday pre-game show, “Sunday NFL Kickoff” and such other NFL and/or other programming as may be reasonably requested by Network, in its sole discretion (the “**Program(s)**”). Network shall have complete business and creative control and prior approval over all elements of Freelancer’s Services. All decisions by Network relating to Freelancer’s services shall be final and binding for all purposes, and Freelancer shall follow all of Network’s instructions in this regard. Freelancer shall render the Services at such places as Network designates from time to time on a temporary basis. Network may extend the Services under this Agreement to any of Network’s divisions, parents, subsidiaries and affiliates.

Freelancer shall also perform other services reasonably required by Network for Network’s various businesses, which shall include, without limitation, the following: (i) participating in the presentation of commercial and/or promotional announcements, product-integration segments and/or co-branded “promercial” segments requiring the mentioning or handling of sponsor products/services (but not as a direct endorsement by Freelancer of such products/services), (ii) participating in lead-ins, lead-outs, hits, including for Network’s studio and/or news programming, and preview, pre-program, post-program, pre-game and post-game programming via Network’s networks and/or digital platforms, (iii) attending all rehearsals, production meetings, program conferences and publicity photographic sessions as reasonably requested by Network; (iv) conducting research and show preparation; (v) participating in functions, press conferences, affiliate meetings, sales promotion meetings or other events of a similar nature as reasonably requested by Network; and (vi) attending all seminars (in their entirety) as reasonably requested by Network, it being understood that no additional compensation shall be paid to Freelancer other than reimbursement of Freelancer’s reasonable expenses in accordance with the provisions hereof, unless otherwise required by law. All such services shall be deemed “Services” under this Agreement as contemplated and already compensated herein, unless otherwise required by law (e.g., Freelancer is retained as a non-exempt, hourly employee) and/or the applicable SAG/AFTRA Code (as defined below).

2. **TERM.** The term of Freelancer’s Services shall commence on August 23, 2021 and shall continue through and include August 22, 2023 (the “**Term**”), unless sooner terminated pursuant to the terms of this Agreement. For the purposes of this Agreement, a “**Year**” shall mean the period beginning August 23 and ending August 22 of the following calendar year.

3. **COMPENSATION.** In full and complete consideration of Freelancer’s performance of the Services, the grant of other rights hereunder and all of Freelancer’s representations and warranties, in accordance with Sections 66 through 68 of the SAG/AFTRA National Code of Fair Practice for Fox Television Broadcasting (“SAG/AFTRA Code”), attached hereto as Exhibit D, and provided Network receives an executed copy of this Agreement and all other required documentation, including, without limitation, the SAG/AFTRA engagement contract attached hereto as Exhibit E, Network will pay Freelancer **Three Hundred Ninety-Five Thousand Eight Hundred Fifty Dollars** (\$395,850.00) each Year of the Term for such Services.

The foregoing applicable compensation shall be payable less applicable withholdings and deductions as required by law, on a bi-weekly basis and in accordance with Network’s then-current accounting policies.

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To the maximum extent permissible under the SAG/AFTRA Code, Network shall be entitled to credit all overscale compensation paid to Freelancer towards any payments required to be made to Freelancer pursuant to the SAG/AFTRA Code or hereunder, including, without limitation, minimum fees for television replays, foreign use, commercials, etc. The applicable compensation shall be payable during the Term less applicable withholdings and deductions as required by law or applicable union collective bargaining agreements.

Such Compensation shall be allocated, at the sole discretion of Network, to both broadcast and non-broadcast services; provided, however, that the minimum applicable amounts required under the applicable SAG/AFTRA Code shall be allocated for Freelancer's broadcast services.

Except as required by law, Network will not provide Freelancer with any benefits (beyond the Compensation set forth above), including, but not limited to, medical, dental or vision benefits, pension or retirement benefits (including 401k), vacation, stock or stock options. Freelancer shall be covered under Network's Worker's Compensation policy. Network will withhold from the compensation it pays to Freelancer all applicable withholding taxes.

4. EXCLUSIVITY. During the Term, Freelancer's Services will be exclusive to Network with respect to any and all sports programming. Notwithstanding the foregoing, in the event Freelancer is provided with an opportunity to provide sports-related services to another third party, such services shall be subject to Network's prior written approval, which will not unreasonably be withheld. At all times during the Term, all other services will be in first position to Network, and Freelancer will not, without Network's prior written consent, engage in any activities that materially interfere with the rendering of Freelancer's Services or otherwise impact Network, as reasonably determined by Network in its sole discretion.

5. TRAVEL AND EXPENSES. Network shall reimburse Freelancer in accordance with then-current Network policies for comparable freelancers for all ordinary and necessary travel expenses and other reasonable expenses incurred by Freelancer, for or on behalf of Network, in performing the Services. Freelancer agrees to timely submit to Network any and all receipts and supporting documentation required by Network of all such expenses. All air travel and rental car arrangements and hotel accommodations, if any, will be booked by Network unless otherwise agreed by Freelancer and Network. Network agrees to provide Freelancer with business class air travel, if available, otherwise first class.

6. RESULTS AND PROCEEDS. All products, results and proceeds of the Services, and the Program(s), including the idea, concept, materials and format therefor, in whatever stage of completion (collectively, the "Works"), are "works-made-for-hire" for Network, and Network is deemed the author thereof. As "works-made-for-hire," at such time as fixed in a tangible medium of expression, the Works will be Network's sole and exclusive property, in perpetuity, throughout the universe, in all media, together with all licenses, rights of every kind and nature, privileges, ancillary rights, copyrights and rights to renew and extend copyrights in and to any or all of the Works. If the Works or any part of the Works are not deemed "works-made-for-hire," Freelancer hereby transfers and assigns all copyrights and all intellectual property or other claims Freelancer may ever have in any of the Works to Network. Freelancer expressly waives any personal or proprietary rights and any "moral rights of authors," now or hereafter recognized, in and to any and all of the Works. Network's rights to the Works include, without limitation, the exclusive and unlimited right to exhibit, perform, display, change, alter, revise, edit, dub, add to, subtract from, combine with other material, distribute, merchandise, market and otherwise exploit any and all of the Works worldwide in any and all languages via any and all formats and media now known or hereafter devised in perpetuity in Network's sole discretion. All rights to the Works granted to Network in this Agreement are irrevocable and will immediately vest and remain vested in Network, its successors, and assigns.

7. COMPANY POLICIES AND CERTIFICATION. Freelancer agrees to at all times during the Term be subject to, comply with, and carry out the rules, regulations, policies, directions, and restrictions applicable to Network's freelancers as Network may from time to time establish, including without limitation the "Freelance Work Rules" and Network's Standards of Business Conduct (attached here as Exhibits B and C, respectively), as well as

those imposed by law. Freelancer acknowledges receipt of and/or access to such policies and has reviewed and understands them. Freelancer certifies that Freelancer is aware of procedures for reporting any violations of Network's Standards of Business Conduct and its Preventing Harassment, Discrimination, and Retaliation Policy in the Freelance Work Rules, and is not aware of any violations that have not been reported. If Freelancer is unable to certify for any reason, Freelancer agrees to contact Fox Corporation's Chief Ethics and Compliance Officer. Further, Freelancer will refrain from activity that might result in adverse publicity or notoriety to Network or otherwise tends to bring Network into public disrepute, including through social media. In addition, Freelancer agrees to abide by the rules, regulations, orders, directives and standards of the FCC and/or any other governing body having jurisdiction over any Program(s) in connection with which Freelancer renders Services hereunder, as such presently exist and as they may from time to time be amended.

8. CONFIDENTIALITY. Except as expressly permitted under this paragraph, under no circumstances and at no time, either during or after the Term, will Freelancer directly or indirectly, disclose, divulge, render or offer any knowledge or information to any other person or party concerning the terms of this Agreement or matters relating to the Services or any of the Program(s) or Network's affairs and plans of which Freelancer has knowledge, including, but not limited to, all past, present, or future production budgets, story ideas, story content, works in progress, confidential or exclusive information, story leads and tips (collectively "**Confidential Information**"). Any disclosure of Confidential Information by Freelancer will constitute a material breach of this Agreement. Notwithstanding the foregoing, the following will not constitute a prohibited disclosure: (a) disclosure to the extent required by law, including by a valid governmental order or regulation, provided Freelancer provides Network with prior notice of said government order or regulation; and (b) disclosure of the contents of this Agreement to Freelancer's lawyers, accountants, lenders and other business representatives; provided that Freelancer shall be deemed in breach of this provision to the extent any such lawyers, accountants, lenders and other business representatives fail to keep all Confidential Information confidential.

For clarity, Freelancer also agrees to abide by any confidentiality requirements contained within Exhibits B and C.

9. WARRANTIES AND REPRESENTATIONS. Freelancer represents and warrants and agrees that:

(a) Freelancer is free to enter into this Agreement, and Freelancer is not a party to or otherwise subject to or bound by the terms of any contract or understanding that would in any manner limit or affect Freelancer's ability to perform the Services or other required obligations. To the extent it is lawful to require it Freelancer agrees to become a member (if not already) and remain in good standing (as defined by law) of SAG-AFTRA during the Term of this Agreement not later than the thirtieth day following the beginning of Freelancer's first employment performance of the Services herein;

(b) To the best of Freelancer's knowledge in the exercise of due diligence, all results and proceeds of Freelancer's Services will be original and will not infringe upon or violate any right whatsoever of any third party;

(c) Freelancer has the right to authorize and hereby authorizes Network, its affiliates and licensees, the entities exhibiting any Program(s), sponsors of any Program(s) and their advertising agencies to use Freelancer's name, biography, recorded performance and likeness for the purpose of advertising, promoting, publicizing, and providing information about any program or series or elements thereof on which Freelancer renders the Services, alone or in conjunction with a sponsor's products or Network's services in all media, now known or hereafter devised, in perpetuity throughout the universe. Such authorization will not be exercised by Network or its licensees in a manner that constitutes a direct endorsement of any such product (other than Network's platforms) without Freelancer's consent;

(d) Use of Name and Likeness:

- i. Freelancer shall provide Network with a list of any and all pre-existing agreements (as of the date of this Agreement) permitting the use of Freelancer's name, biography, recorded performance, likeness and/or statements in the promotion, endorsement, advertising or marketing of any products, services or organizations (e.g., endorsements, marketing deals, etc.), where Freelancer receives any form of consideration (e.g., money, benefits, apparel, goods, services, etc.) (collectively, "**Marketing Deal(s)**"). A list of any such Marketing Deals shall be included in Exhibit A attached hereto;
- ii. Except as provided above, during the Term, Freelancer shall not use or permit the use of Freelancer's name, biography, recorded performance, likeness and/or statement in advertising, promoting or publicizing any products, services or organizations without Network's prior written consent, not to be unreasonably withheld; and
- iii. Freelancer shall notify and discuss the renewal of any Marketing Deal(s) in advance with Network. In the event that any of the Marketing Deals disclosed in Exhibit A are in the gambling and/or betting products or services category, Freelancer agrees to provide Network, or its designee, the exclusive right of first negotiation, solely as to such category, prior to any renewal of the relevant Marketing Deal;

(e) Freelancer shall not make misleading statements about Network's products or services; and

(f) Freelancer has neither accepted or paid nor will accept or pay any consideration for the inclusion of any matter as part of any Program(s) for which Freelancer is to render Services nor has Freelancer done any other act or thing contrary to the guidelines of the Federal Trade Commission, the provisions of the Federal Communications Act or all applicable rules of the Federal Communications Commission without making all disclosures required thereby. Without limiting the foregoing, Freelancer shall disclose Freelancer's connection with Network in a manner consistent with all applicable laws.

10. ELIGIBILITY TO WORK IN THE UNITED STATES. Network's engagement of Freelancer hereunder is subject to Freelancer's compliance with all applicable law. Freelancer shall provide Network or its designee with proof of Freelancer's eligibility to work in the United States and to complete all forms required by the United States Citizenship and Immigration Services, and any other United States government entities. Freelancer acknowledges that this Agreement shall not become effective and Freelancer shall not be entitled to any compensation hereunder unless and until Freelancer complies with the provisions of this Paragraph.

11. FORCE MAJEURE. In the event the normal business operations of Network, including, but not limited to, the production and/or exhibition of the Program(s) and/or the operations of any sports organization televised and/or produced by Network or any affiliate of Network, are disrupted, suspended, interrupted, or otherwise impacted so as to make the Program(s) materially different, unreasonably expensive, unreasonably difficult, or impossible to produce in a similar economic manner, by any event, occurrence, and/or circumstance including but not limited to (i) an act of God or public enemy; (ii) war (declared or undeclared); (iii) sabotage; rebellion; riot; act(s) or threatened act(s) of terrorism, civil commotion; (iv) labor dispute of any kind or nature; (v) embargo; (vi) natural and/or man-made disaster (e.g., fire, flood, earthquake, landslide, tornado, hurricane, blizzard, volcanic eruption, tsunami, storm, drought, explosion and the like); (vii) natural or man-made epidemic/pandemic and resulting governmental action and societal restrictions (inclusive without limitation of viral outbreaks; public health crises and/or global health emergencies and their resulting governmental action, societal restrictions, and/or curtailment or closure of any means of travel, modes of public transit, and/or common carriers); (viii) casualty and/or death; (ix) act(s) of any federal, state, and/or local instrumentality, including, but not limited to, any restriction, declaration, regulation and/or any other action that may impact travel, movement, large gatherings, and/or the sports, media and/or entertainment industries); (x) the recapture of any time period scheduled for the live telecast of a program for an event of national importance or emergency; (xi) the failure, scarcity, or unavailability of necessary equipment, utilities, and other

resources (similar or dissimilar); (xii) and/or for any other unforeseeable reason with similar consequences, beyond the reasonable control of Network (collectively, “**Force Majeure**”), Network shall have the right, but not the obligation, to do any and/or all of the following, as Network may elect in its sole, absolute discretion: (a) to suspend Network’s obligations hereunder, in whole or in part, while such contingency continues and thereafter until Network’s previously-normal business operations resume; (b) to extend the Term and all dates for exercise of Network’s options, if any, under Section 2 above for a period up to and/or equal to the length of time that the Force Majeure event or suspension of the Agreement continues (whichever is longer); and/or (c) to terminate some or all of Network’s obligations hereunder, provided that Network’s election regarding termination shall be subject to its reasonably good faith discretion. In addition, Network shall also have such rights listed in (a) – (c) above if a Force Majeure event materially frustrates Network’s overall purpose/business objective in entering this Agreement, irrespective of whether the Force Majeure event directly prevents either party’s ability to perform its obligations under this Agreement. Such suspension, extension, and/or termination(s), as applicable, shall become effective fifteen (15) days following Network’s provision of notice of said action to Freelancer.

The determinations as to whether Force Majeure has occurred; the duration of such Force Majeure event, inclusive of any subsequent impacts thereof; and when to resume normal business operations or the production or exhibition of the Program(s) are all subject to Network’s sole, reasonable discretion; for clarity, Network shall have no duty to mitigate impact on Freelancer from these and/or other determinations made pursuant to its rights hereunder. Notwithstanding the foregoing, Network acknowledges that a prolonged suspension of Freelancer’s Services without pay due to Force Majeure will have a detrimental effect on Freelancer and agrees to act reasonably in that regard. Further, Freelancer acknowledges and agrees that different business operations of Network may be subject to different business and operational considerations and/or affected differently by any individual Force Majeure event such that Network’s determinations made pursuant to this provision may be made on a case-by-case basis and cannot have binding effects on any other production or contract not contemplated herein.

Network’s election to suspend shall not affect Network’s right thereafter to suspend again, to modify the terms of such suspension, and/or to terminate, pursuant to the terms of this Section or any other herein. Further, any alleged delay or exercised discretion on the part of Network in exercising any such rights during or after a Force Majeure event shall not constitute waiver of any of Network’s rights as to that event and/or any future events that might qualify as a Force Majeure event, pursuant to this Agreement and/or under applicable law. In addition, Freelancer acknowledges and agrees that in the context of a Force Majeure or similar event as defined herein, irrespective of whether or not Network exercises its rights in (a) – (c), Network’s voluntary actions with respect to Freelancer and/or any others in an agreement with Network shall not create any ongoing obligations of any kind or nature and do not constitute a modification of any terms of this Agreement.

For clarity and without limiting any of Network’s rights herein, during the period of any such suspension pursuant to subsection (a) above, Network’s obligations to Freelancer, including without limitation any and all compensation and expense obligations, shall be so suspended and shall not accrue during the period of such suspension; as such, no payments of any kind or nature would be required to end suspension and resume the operation of the Agreement. For the avoidance of doubt, in the event Network exercises any of its rights under this paragraph, including but not limited to subsections (a) and/or (b) above, Network shall still retain the right to terminate this Agreement pursuant to subsection (c) above, pursuant to Section 12, and/or for any other reason permitted by the terms herein. For the avoidance of doubt and without limiting any rights in this Section, both Network and Freelancer acknowledge and agree that the effect of the virus currently known as COVID-19 as well as all attendant impacts and fallout therefrom cannot be known or reliably predicted/foreseen at the time of this Agreement being made and, accordingly, any ramifications from such virus that are unknown at the time of execution of this Agreement may constitute a Force Majeure event for the purposes of this Agreement, in accordance with the terms outlined herein.

12. SUSPENSION/TERMINATION.

(a) Unless otherwise prohibited by law, and notwithstanding the force majeure provisions set forth in Section 11, throughout the Term of this Agreement, Network shall have the ongoing right in its reasonable, good faith discretion to suspend this Agreement, including some or all of Network's obligations hereunder, and to extend the Term for a period up to and/or equal to the length of time of the suspension of the Agreement in the event any of the sports season for which Freelancer was anticipated to provide Services are impacted in any way as to reduce, reschedule, cancel, and/or materially impact in any other way such sport's season(s) and/or any games of such season(s). If, during the Term of the Agreement, a suspension pursuant to this subsection (a) of Section 12 remains in effect for sixty (60) consecutive days or one hundred twenty (120) days in aggregate, when Network's obligations to Freelancer are so suspended pursuant to this subsection (a) of Section 12, Freelancer shall have the right, but not the obligation, to terminate this Agreement upon two (2) weeks notice to Network, provided that Network shall have the right to reinstate the Agreement at any time prior to the effective date of such termination with notice to Freelancer and Network's resumption of its obligations hereunder. For clarity and without limiting any of Network's rights herein, during the period of any such suspension pursuant to subsection (a) of Section 12, Network's obligations to Freelancer, including without limitation any and all compensation and expense obligations, shall be so suspended and shall not accrue during the period of such suspension; as such, no payments of any kind or nature would be required to end suspension and resume the operation of the Agreement. Notwithstanding the foregoing, Network acknowledges that a prolonged suspension of Freelancer's Services without pay will have a detrimental effect on Freelancer and agrees to act reasonably and in good faith in that regard.

(b) Unless otherwise prohibited by law, and notwithstanding the force majeure provisions set forth in Section 11, Network may terminate or suspend this Agreement by giving Freelancer notice of such in the event that Network or its affiliated entities', subsidiaries' or divisions' rights to televise or distribute the Program(s) have expired or are otherwise terminated or events beyond the control of Network prevent Network from televising the Program(s); provided, however, such termination and/or suspension right(s) shall be exercised in good faith by Network. In addition, unless otherwise prohibited by law, and notwithstanding the force majeure provisions set forth in Section 11, Network may also terminate or suspend this Agreement, and/or Freelancer's Services pursuant to this Agreement, without pay, if Freelancer breaches his obligations hereunder (provided that Freelancer may, if curable (which shall be determined by Network in its sole reasonable discretion) and not the result of repeated willful actions on the part of Freelancer, cure within three (3) business days of receipt of written notice from Network) or if Network believes in its reasonable discretion that Freelancer is unable or has failed or refused to fully perform the Services required of Freelancer, or if Freelancer or Freelancer's representative indicates that Freelancer intends to fail or refuse to fully perform the Services required of Freelancer; provided, however, that such termination and/or suspension right(s) shall be exercised in good faith by Network. Without limitation, "failure to perform" shall include: (w) inadequate preparation for, or frequent lack of punctuality, in attending material work sessions, tapings or live telecasts and rehearsals, provided, however, that for the purposes of this subsection (w) Freelancer may, if curable (which shall be determined by Network in its sole reasonable discretion) and not the result of repeated willful actions on the part of Freelancer, cure within three (3) business days of receipt of written notice from Network; (x) intentional or continual activities (whether by commission or omission) contrary to the proper and reasonable instructions of Network; (y) committing any act that in Network's good faith determination (i) is reasonably likely to bring Network into public disrepute, contempt, scandal or ridicule, or (ii) is reasonably likely to be harmful or detrimental to Network; and (z) the event of Freelancer's death, in which case, this Agreement shall automatically terminate, or any illness, mental or physical incapacity that prevents Freelancer from performing his/her Services hereunder, provided Network agrees to discuss any termination and/or suspension for illness/incapacity with Freelancer in good faith. If Network elects to terminate this Agreement pursuant to this paragraph, Network shall be released and discharged from all obligations to Freelancer. This section is not intended to limit Network's right to terminate this Agreement pursuant to California Labor Code Section 2924. Notwithstanding any of the foregoing, should the preceding conflict with any applicable State or Federal Law, then such law will govern.

(c) If Freelancer fails or refuses to maintain good standing (as defined by law) of SAG-AFTRA as set forth in paragraph 9(a) above, then Network, at its election, and in addition to any of its other remedies, may: (a) terminate this Agreement upon request by SAG-AFTRA; or (b) pay on Freelancer's behalf any and all required dues,

fees or other payments to SAG-AFTRA and Network shall be entitled to deduct the amounts so paid from any compensation otherwise payable to Freelancer under this Agreement or any other agreement between the parties thereto. In no event shall Network be required to take any action to recover any over payment of required dues, fees or other sums.

13. REMEDIES. In the event of a breach or threatened breach by Freelancer of any of the provisions of this Agreement, Network shall be entitled as a matter of right, without further notice to Freelancer, to seek an injunction and other equitable relief to prevent a violation of any of the provisions of this Agreement by Freelancer. Neither this provision nor the exercise by Network of any of its rights hereunder shall constitute a waiver by Network of any other rights which it may have to damages or otherwise. Freelancer acknowledges that in the event of any breach by Network, Freelancer shall be limited to Freelancer's remedies at law for damages, if any, and will not have the right to enjoin the exhibition, distribution, advertising, or exploitation of any Network programming.

14. NO OBLIGATION TO USE. Network shall not be obligated to: (a) use Freelancer's Services; (b) use the results and product of Freelancer's Services; or (c) exhibit or otherwise exploit any Program(s) or any other program for which Freelancer was engaged. Network will have fully discharged its obligations by payment of the applicable compensation provided herein for Services Freelancer renders.

15. FIRST NEGOTIATION/LAST REFUSAL. Network has the following rights of first negotiation and last refusal with respect to the employment of Freelancer to render services after the end of the Term.

(a) First Negotiation. If Network desires to engage Freelancer's services for a period beyond the end of the Term and Freelancer desires to render services to any entity after the end of the Term, then commencing ninety (90) days before the end of the Term, or such earlier date as Network in its sole discretion may designate in writing, and continuing for sixty (60) days thereafter (the "**Negotiation Period**"), Freelancer shall negotiate in good faith solely with Network concerning Freelancer's services. At no time prior to or during such Negotiation Period shall Freelancer discuss with any third party any contract or agreement with respect to such services. If no agreement is reached during the Negotiation Period, then upon the expiration of such Negotiation Period, Network shall have "Last Refusal" rights as set forth in the paragraph below.

(b) Last Refusal. Network's "**Last Refusal**" rights, which shall apply until the expiration of six (6) months following the date of the expiration of the Term, or until there is a "**Third Party Contract**" (as defined below), whichever first occurs, shall be as follows: Freelancer shall not, directly or indirectly, enter into any agreement with a third party respecting Freelancer's services without first offering in writing to enter into an agreement with Network on the same financial terms which Freelancer and such third party are both willing to accept. Said offer from a third party must be a bona fide offer, signed by the offerer, and may include only provisions that are easily reducible to a determinable sum of money. Network shall have ten (10) business days after receipt of such written offer in which to accept said offer. If Network fails to accept such offer within such period, Freelancer shall then be free to contract on those terms with the third party, and if Freelancer does so there shall be deemed to be a "**Third Party Contract.**" Freelancer shall give Network prompt written notice of Freelancer's acceptance of a Third Party Contract. If Freelancer does not accept such offer from the third party, then the terms of this paragraph shall apply to each subsequent offer received by Freelancer.

16. GOVERNING LAW. Irrespective of the place of execution or performance, this Agreement shall be governed, construed, and enforced in accordance with the laws of the State of California ("**Governing Law**"), excluding choice of law principles that would require the application of the laws of a jurisdiction other than California. Freelancer consents to the jurisdiction and venue of the state and federal courts situated within the State of California upon service of process made in accordance with the statutes of California and the United States. Freelancer further agrees that suits between the parties upon any and all causes of action, whether or not such causes of action have arisen under this Agreement and regardless of the legal theory upon which such causes of action are based, shall be brought exclusively in a state or federal court situated within Los Angeles, California. Any provisions found by a

court of competent jurisdiction to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

17. MISCELLANEOUS TERMS.

(a) This Agreement, inclusive of Exhibits A – E, contains the entire understanding of the parties and supersedes all prior written or oral agreements and understandings pertaining to the subject matter of this Agreement. No express or implied representations, warranties, or inducements have been made by any party to any other party except as set forth in this Agreement. This Agreement cannot be modified except by a written instrument signed by both parties.

(b) Should there be any conflict between this Agreement and the SAG/AFTRA Code, then the SAG/AFTRA Code shall control.

(c) No waiver of any term or condition of this Agreement will be construed as a waiver of any other term or condition; nor will any waiver of any default under this Agreement be construed as a waiver of any other default.

(d) Network may freely assign this Agreement (and any rights in whole or in part thereof). Freelancer shall not assign this Agreement (or any part thereof) without the prior written consent of Network. Any assignment contrary to this paragraph will be null and void.

(e) Paragraph headings are inserted for convenience only and shall not be used to interpret this Agreement or any of the provisions hereof or given any legal or other effect whatsoever.

(f) All notices from either party to the other must be given in writing and sent by registered or certified mail (postage prepaid and return receipt requested), by hand or messenger delivery, by overnight delivery service, by email with receipt confirmed, to the respective addresses of Freelancer and Network listed below. Any notice or report delivered in accordance with this Section will be deemed given on the date actually delivered; provided that any notice or report deemed given or due on a Saturday, Sunday or legal holiday will be deemed given or due on the next business day. If any notice or report is delivered to any party in a manner which does not comply with this Section, such notice or report will be deemed delivered on the date, if any, such notice or report is received by the other party. Any options exercised pursuant to this Agreement, if any, must be exercised in writing and delivered pursuant to this notice provision.

Notices

If to Freelancer: Michael Vick
c/o 1915 Walgrove Ave.
Los Angeles, California 90066
Attention: Kyle Thousand

If to Network: Fox Sports Productions, LLC
2121 Avenue of the Stars, Suite 900
Los Angeles, California 90067
Attention: General Counsel, Fox Sports

(g) Freelancer acknowledges that Freelancer has had the opportunity to be represented by independent legal counsel (Freelancer's own lawyer) in the negotiation and execution of this Agreement, and that Freelancer has consulted with such counsel or that Freelancer knowingly and voluntarily waives Freelancer's right to do so. Freelancer also acknowledges and agrees that this Agreement was executed voluntarily without any duress or undue

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influence on the part of or on behalf of Network. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibits thereto.

(h) Sections 6, 8, 9, 13, 16 and 17(d) of this Agreement and all other provisions normally surviving the suspension, expiration or termination of an agreement, shall remain in effect and survive the suspension, termination or expiration of this Agreement in due course or otherwise.

(i) Time shall be of the essence of this Agreement in all respects.

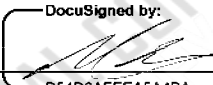
(j) This Agreement may be signed in counterparts, each of which will be deemed an original, and all such counterparts together constituting one and the same Agreement. Signatures to this Agreement may be delivered by facsimile or electronically via a .PDF document and will be binding upon the parties.

(k) Freelancer acknowledges and agrees that as of the time of the execution of this Agreement, Network is facing extraordinary circumstances (COVID-19 pandemic and related government orders) of a nature akin to a Force Majeure event as such a term is commonly understood (inclusive without limitation of the definition of such Force Majeure provided herein, irrespective of whether or not the current circumstances qualify under such definition) and that the impacts of these extraordinary circumstances, and the duration and/or reoccurrence of such extraordinary circumstances and the impacts thereof cannot be reasonably predicted/foreseen. **Accordingly, Freelancer acknowledges and agrees that, notwithstanding the full execution of this Agreement and the effective date of this Agreement, Network has and shall maintain the rights encompassed within Section 11 of this Agreement to suspend, extend, and/or terminate this Agreement for so long as such contingency continues and thereafter until normal business operations resume.**

IN WITNESS WHEREOF Freelancer and Network have executed this Agreement as of the date first written above.

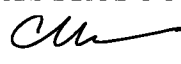
AGREED & ACCEPTED BY:

MICHAEL VICK

Signature:  D54D6AFEEA5A4BA...

AGREED & ACCEPTED BY:

FOX SPORTS PRODUCTIONS, LLC

Signature: 

Printed Name: Claudia Teran

Title: EVP/General Counsel

EXHIBIT A
Freelancer Marketing Deals

None, unless otherwise listed below.

EXHIBITS B - E

Attached on following pages

INVOICE #1005

Exhibit F
Page 1 of 1

Kyle Thousand

1037 Battery Lane
Nashville, TN 37220
312-237-0822

February 15, 2022

BILL TO

Michael Vick
17120 Magnolia Estates
Southwest Ranches, FL 33331
757-746-7707

Details

AMOUNT

Fox/FS1 2021-2022 Invoice (10% of \$500,000)

\$50,000.00

TOTAL \$50,000.00

Please wire the above amount to: Kyle Thousand, JP Morgan Chase Bank: Acct No.: 748044468; Routing No.: 071000013

If you have any questions concerning this invoice, use the following contact information:

Kyle Thousand, 312-237-0822, kyle.thousand@gmail.com

THANK YOU FOR YOUR BUSINESS!

Alesch, Casey M.

From: Michel Vick <michelvick@rocketmail.com>
Sent: Monday, October 17, 2022 2:35 PM
To: Alesch, Casey M.
Subject: Re: Kyle Thousand v. Michel Vick - Case 01-22-0003-7902

[CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.

Please reach out to my attorney.. he deal with these matters

Sent from my iPhone

On Oct 17, 2022, at 3:23 PM, Alesch, Casey M. <casey.alesch@brownwinick.com> wrote:

Ms. Macari-Capobianco,

I reached out to Mr. Vick by email on Thursday, October 13th and by phone today, October 17th in order to coordinate our schedules for the preliminary hearing conference. I have not received a response regarding his availability.

As a reminder, Mr. Vick has not yet filed an Answer in this matter.

As today is the deadline to provide availability, on behalf of Kyle Thousand, availability on our end is as follows (all listed in Eastern Time):

1. 4-5:30pm on October 18th
2. 11am-1pm on October 26th

Thank you,

Casey

From: JessicaCapobianco@adr.org <JessicaCapobianco@adr.org>
Sent: Thursday, October 13, 2022 12:56 PM
To: Dee, Michael A. <michael.dee@brownwinick.com>; Alesch, Casey M. <casey.alesch@brownwinick.com>; michelvick@rocketmail.com
Subject: Kyle Thousand v. Michel Vick - Case 01-22-0003-7902

[CAUTION - EXTERNAL EMAIL] DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.

Hello,

Exhibit G
Page 2 of 2

Please review the attached correspondence regarding the above-referenced case.

Feel free to contact me with any questions, comments or concerns you have related to this matter.

Thank you.



AAA Jessica Macari-Capobianco
Senior Case Administrator

American Arbitration Association

T: 401 209 2054 E: JessicaCapobianco@adr.org
1301 Atwood Ave, Suite 211N, Johnston, RI 02919
adr.org | icdr.org | aaamediation.org



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CASEY ALESCH
ATTORNEY

P 515-242-2450
F 515-283-0231
casey.alesch@brownwinick.com

666 Grand Avenue | Suite 2000 Ruan Center, Des Moines IA 50309
Main Phone 515-242-2400 | Toll Free 1-888-282-3515



Brown, Winick, Graves, Gross and Baskerville, P.L.C.

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**AMERICAN ARBITRATION ASSOCIATION
COMMERCIAL ARBITRATION RULES**

In the Matter of An Arbitration Between:

KYLE THOUSAND,

Claimant,

v.

MICHAEL VICK,

Respondent.

AFFIDAVIT OF KYLE THOUSAND

I, Kyle Thousand, do hereby state and declare the following is true and correct to the best of my knowledge and belief:

1. I have personal knowledge of the facts set forth in this Affidavit, which are true to the best of my knowledge. I am over the age of 18 years and am of sound mind and body.
2. I represented Michael Vick as his talent and marketing agent.
3. I was involved in procuring and negotiating the Panini Deal, the Fox Deal, and the FS1 Deal, as they are defined in the Written Submission of the Case.
4. While the Panini Deal was a Marketing Opportunity, entitling me to 20%, I provided Mr. Vick with a 5% discount on this specific deal and therefore only invoiced him for 15%.
5. I have not received payment for the Panini Deal, the Fox Deal, or the FS1 Deal, which correspond to Invoice Nos. 1005 and 1006.
6. During my representation of Mr. Vick, I have always corresponded with him at the email address "michelvick@rocketmail.com" or by phone.
7. I do not currently have the name or contact information for any attorney that has or is currently representing Mr. Vick.

I, Kyle Thousand, certify under penalty of perjury and pursuant to the laws of the state of Iowa that the preceding is true and correct.

A handwritten signature in black ink, appearing to read 'K. Thousand', written over a horizontal line.

Kyle Thousand

NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY
NOT AN OFFICIAL COPY - PUBLIC ACCESS - NOT AN OFFICIAL COPY

Alesch, Casey M.

From: Kyle Thousand <kyle.thousand@gmail.com>
Sent: Friday, November 18, 2022 9:44 AM
To: Alesch, Casey M.; Dee, Michael A.
Subject: Fwd: Updated Invoice
Attachments: Vick - Fox FS1 Invoice (2022).pdf

Begin forwarded message:

From: Michel Vick <michelvick@rocketmail.com>
Date: March 16, 2022 at 11:17:29 AM PDT
To: Kyle Thousand <kyle.thousand@gmail.com>
Subject: Re: Updated Invoice

Yessir!

Sent from my iPhone

On Mar 16, 2022, at 2:09 PM, Kyle Thousand <kyle.thousand@gmail.com> wrote:

Ah gotcha. Well I wish you nothing but the best with it my man. Let's stay in touch.

And sounds good on the invoice. I'll check in with you a little bit later on it.

KT

Sent from my iPhone

On Mar 16, 2022, at 12:05 PM, Michel Vick
<michelvick@rocketmail.com> wrote:

Thanks KT... no announcement and not my agency.. just an ambassador.
I will get the
invoice paid before August for sure.

On Mar 16, 2022, at 12:53 PM, Kyle
Thousand <kyle.thousand@gmail.com>
wrote:

Mike -

Congratulations on the announcement of your new agency. While I wish we could have been able to get something done together, I completely understand your need to move forward. Attached please find the invoice I sent on Feb 15 on the 2021-2022 NFL season with Fox/FS1. I have provided wiring instructions for payment - same banking information as before. Let me know if you have any questions.

Kyle

Alesch, Casey M.

From: Kyle Thousand <kyle.thousand@gmail.com>
Sent: Friday, November 18, 2022 10:03 AM
To: Alesch, Casey M.; Dee, Michael A.
Subject: Fwd: MV

Begin forwarded message:

From: Kyle Thousand <kyle.thousand@gmail.com>
Date: July 26, 2022 at 10:01:04 AM PDT
To: "Dee, Michael A." <michael.dee@brownwinick.com>, "Alesch, Casey M." <casey.alesch@brownwinick.com>
Subject: Fwd: MV

----- Forwarded message -----

From: **Kyle Thousand** <kyle.thousand@gmail.com>
Date: Wed, Jun 22, 2022 at 1:28 AM
Subject: Re: MV
To: Michel Vick <michelvick@rocketmail.com>

Mike - I really need a response here my man. I want to work with you through this but we have a contractual obligation for payment and I've been beyond lenient. My lawyers are advising to pursue to the fullest extent but I'm keeping them at bay right now. \$50k is past due. And I offered a discounted fee structure on the two years of \$85k paid now versus \$100k over the second year and that offer will expire on June 30, 2022 (8 days from now). Your first year fees have been outstanding for months beyond what our signed agreement says. Let me know how best to proceed.

Kyle

On Thu, Jun 16, 2022 at 4:28 PM Kyle Thousand <kyle.thousand@gmail.com> wrote:

Hey Mike - I hope you're well brother. Following back up on the invoice. Should I still be expecting your payment this month? Also, I was thinking if you're up for it, instead of owing \$50k now and \$50k next year, do you want to figure out a bit of a discount off of next year's \$50k and pay say \$85k now and be

done with it? Your call. I'm good either way. Just let me know how you want to handle and if you'll still be sending this month.

Thanks Mike. I really appreciate it.

Kyle

Sent from my iPhone

On Jun 2, 2022, at 3:12 PM, Kyle Thousand <kyle.thousand@gmail.com> wrote:

Hey Mike -

I hope all is well with you man. As promised, I am following back up with you on the invoice regarding fees on your Fox contracts. Are you still able to make payment this month?

KT

On Tue, May 3, 2022 at 3:06 PM Kyle Thousand <kyle.thousand@gmail.com> wrote:
Appreciate it my man. I ended up backing out of the 777 deal by the way. In the end, the way they handled themselves, I decided that I did not want to do business with them. I'm working on a few other things so let's keep in touch if you're up for it and see if any opportunities come up to work together again. I hope Kijafa and the kids are well.

KT

On Mon, May 2, 2022 at 3:45 PM Michel Vick <michelvick@rocketmail.com> wrote:
Yeah I can get it out to you next month for sure

Sent from my iPhone

EXHIBIT B



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

Northeast Case Management Center
Yvonne Baglini
Assistant Vice President
1301 Atwood Avenue
Suite 211N
Johnston, RI 02919
Telephone: (866)293-4053
Fax: (866)644-0234

December 19, 2022

Michael A. Dee, Esq.
Brown, Winick, Graves, Gross and Baskerville PLC
666 Grand Avenue
Suite 2000
Des Moines, IA 50309
Via Email to: michael.dee@brownwinick.com

Michel Vick
17120 Magnolia Estates
Southwest Ranch, FL 33331
Via Email to: michelvick@rocketmail.com

Case Number: 01-22-0003-7902

Kyle Thousand
-vs-
Michel Vick

Dear Parties:

By direction of the arbitrator attached please find the duly executed Award in the above matter. Please remember there is to be no direct communication with the arbitrator(s). All communication shall be directed to the AAA.

Pursuant to the AAA's current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 18 months after the date of this letter.

We appreciate the opportunity to assist you in resolving your dispute. As always, please do not hesitate to contact me if you have any questions.

Sincerely,

/s/

Jessica Macari-Capobianco, JD
Senior Case Administrator
Direct Dial: (401)209-2054
Email: JessicaCapobianco@adr.org

cc: Casey Alesch
Michael Nolan, Esq.