



AthleteGEM Signature Diamond Collaboration Agreement

Parties and Purpose

This Agreement is between AthleteGEM™, LLC ("AthleteGEM™") and Athlete ("Athlete"), starting on 12/18/2024.

Non-Exclusive Nature

This Agreement is non-exclusive. Both parties can work with others as long as it doesn't interfere with this agreement.

Collaboration Objectives

1.1 Collaborative Purpose

We aim to:

- Create unique, limited-edition diamond collectibles
- Use the Athlete's name, image, and likeness (NIL)
- Develop signature diamond products celebrating the Athlete's legacy

1.2 Product Creation

- AthleteGEM™ will oversee design and production
- Athlete has full creative control
- Products must reflect the Athlete's identity and values

Term and Territory

2.1 Contract Duration

- Initial term: One (1) year
- Option to extend yearly
- Renewal needs both parties to agree in writing
- Renewal talks start 90 days before current term ends

2.2 Geographic Scope

- Worldwide sales and promotion rights

Performance-Based Revenue Sharing Model

3.1 Base Royalty Rate

- Initial base royalty rate: 20% of net revenue

3.2 Tiered Incentive Structure

Base Tier (0 - \$199,999): 20% royalty rate

Growth Tier (\$200,000 - \$499,999): 25% royalty rate

Expansion Tier (\$500,000 - \$999,999): 30% royalty rate

Premium Tier (\$1,000,000+): 35% royalty rate

3.3 Royalty Calculation Details

- Net Revenue = Gross Revenue - (Production Costs + Marketing Expenses + Product Returns)
- Caps on deductible expenses:

Production costs: Maximum 30% of Gross Revenue

Marketing expenses: Maximum 20% of Gross Revenue

Product Returns: Maximum 10% of Gross Revenue

- Royalty rates applied incrementally to each tier
- Monthly reporting with detailed breakdowns
- Tier calculations reset annually

3.4 Additional Incentives

Performance bonuses for:

- Milestone achievements

- Unique design collaborations
- Social media engagement metrics
- Quarterly performance reviews (process to be mutually agreed upon)
- Potential additional marketing support

Intellectual Property

4.1 Ownership Rights

- Athlete keeps full ownership of personal intellectual property
- Joint ownership of new trademarks created for the AthleteGEM™ line

4.2 Usage Rights

- AthleteGEM™ may use Athlete's brand for promotional purposes with written consent
- Athlete can use AthleteGEM™ designs for personal marketing

Name, Image, and Likeness (NIL) Provisions

5.1 Compliance

- Follows NCAA and professional sports regulations
- Review if NIL guidelines change
- Option to end agreement if NIL rules significantly change

5.2 Promotional Commitments

Athlete agrees to:

- Social media mentions
- Participate in limited product launch events
- Provide approved images for marketing

5.2.2 Compensation Structure

- No direct payment for promotional activities
- Promotional efforts part of overall revenue-sharing

5.2.3 Promotional Rights

- AthleteGEM™ gets non-exclusive rights to use Athlete's NIL

- Promotions must be pre-approved by Athlete
- Promotions must align with Athlete's brand image

Termination

- Either party can end with 60 days' written notice
- Ongoing projects to be completed
- All rights return to Athlete upon termination

Additional Benefits

- Wholesale pricing for Athlete's personal jewelry purchases (wholesale + 15%)
- Access to AG-NETWORK vendors

Legal Framework

- Governed by Arkansas state law
- Changes need both parties to agree in writing
- Athlete should get independent legal advice

Indemnification

10.1 Mutual Indemnification

Both parties agree to protect each other from losses caused by:

- Direct breaches of this Agreement
- Intentional misconduct proven in court
- Verified violations of NCAA or professional sports regulations

Limitations:

- Total liability capped at 100% of annual contract revenue
- Indemnification period: contract term plus six months
- Must provide written notice within 30 days of discovering potential claim
- 15 business days to fix any alleged breach

Dispute Resolution

- Parties will attempt to resolve disputes through good-faith negotiations

- If unresolved, parties will use mediation before going to court
- Mediation costs split equally unless agreed otherwise

Signature

- Please review the agreement carefully in its entirety. Once you have read and understood the terms, sign on our website form to officially add your name to the AthleteGEM™ Signature Diamond Banc