

**HEAD FOOTBALL COACH EMPLOYMENT AGREEMENT & AGREEMENT
FOR SERVICES AND INTELLECTUAL PROPERTY**

THIS EMPLOYMENT AGREEMENT and AGREEMENT FOR SERVICES AND INTELLECTUAL PROPERTY (this “Agreement”) is by and among The University of Texas at Austin (the “University”), Steve Sarkisian (“Head Coach”), and Sark Enterprises, Inc., a corporate entity registered in the state of Texas (“Entity”) (collectively, the “Parties”). This Agreement terminates and replaces any prior agreement between the parties relating to the employment of Head Coach by the University.

For and in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The Parties have entered into this Agreement because the University desires to employ Head Coach as the Head Football Coach for the period provided and utilize certain services, publicity rights, and intellectual property provided by Entity for the benefit of University. Head Coach further desires to serve the entire term of this Agreement, a long-term commitment by the Parties being critical to Head Coach’s decision to enter into this Agreement and the University’s desire to run a stable intercollegiate Football Program (the “Program”). The Parties agree that, although this Agreement is athletics-related, the primary purpose of the University and, accordingly, of all its legal arrangements, including this Agreement, is educational. Head Coach recognizes the importance of the maintenance and observance of the principles of institutional control over the Program. Head Coach agrees to recognize and respect the organizational structure of the University in the execution of his duties under this Agreement.

2. DEFINITIONS

As used in this Agreement (including within these paragraphs) the following terms shall have these meanings:

“NCAA” shall mean the National Collegiate Athletic Association.

“Big 12” or “Conference” shall mean the Big 12 Conference, or any successor conference.

“Governing Athletics Rules” shall mean any and all present or future legislation, rules, regulations, directives, written policies, bylaws and constitutions, and official or authoritative interpretations thereof, and any and all amendments, supplements, or modifications thereto, promulgated hereafter by the NCAA or the Big 12 or any successor of such association or conference, or by the Vice President and Athletics Director (“Athletics Director”) in the conduct and administration of the University’s Athletics Department (“Athletics Department”).

“University Rules” shall mean Rules and Regulations of the Board of Regents of The University of Texas System, the rules and policies of The University of Texas System, the rules

and policies of The University of Texas at Austin, and the rules and policies of the Athletics Department.

3. **TERM OF EMPLOYMENT**

The term of this Agreement shall begin on January 2, 2021, and shall terminate on December 31, 2026 (the "Term"), subject to the provisions below for termination. To extend or renew the Term of this Agreement, both Parties must sign a written agreement to do so. Head Coach, Entity, and University agree that oral agreements to renew or extend this Agreement are invalid and non-binding. This Agreement in no way grants Head Coach a claim to tenure in employment, nor shall Head Coach's service pursuant to this Agreement count in any way toward tenure at the University.

4. **HEAD COACH'S DUTIES AND RESPONSIBILITIES**

A. Recognition of Duties. Subject to the other provisions of this Agreement and the Professional Services and License Agreement between University and Entity, Head Coach shall devote his full time, skill, and attention to the performance of his duties as the Head Football Coach at the University. He will report directly to and act and perform to the reasonable satisfaction of the Athletics Director, who will determine Head Coach's duties and responsibilities. Both Parties agree to meet and formally discuss all aspects of the operation of the Program within 45 days following the conclusion of each season.

B. General Duties and Responsibilities. In his position as Head Football Coach, he is responsible for the duties normally associated with a Division I Football program including: prospect evaluation, recruiting, training, coaching, competing successfully, student-athlete academic achievement, student-athlete conduct and welfare, compliance with the Governing Athletics Rules and University Rules, personnel supervision and evaluation, budgetary control, scheduling assistance, promotions, public relations and the overall effective performance of the Program's student-athletes and coaching staff.

C. Specific Duties and Responsibilities. The duties and responsibilities assigned to the Head Coach in connection with the Program are set forth below. Head Coach's job duties and responsibilities may be reviewed and revised from time to time by the Athletics Director, provided such duties are reasonable and consistent with duties typical of an intercollegiate Head Football Coach who coaches at an NCAA Division I Football program. The list of specific duties and responsibilities supplements, and is not exclusive of, other general duties and responsibilities provided for elsewhere in this Agreement. The specific responsibilities of the position include, but are not limited to, the following:

- (1) Head Coach will be responsible for customary head coaching decisions including, without limitation, the systems and strategies used in the Program (both in practice and actual game play), conduct of practice and training, selection of team

members, and all other matters relating to the preparation, practice for, and playing of games.

(2) Head Coach will comply with the academic policies established by the University and the NCAA. Head Coach shall maintain an environment in which the pursuit of higher education is a priority as reflected by class attendance, grade point averages, the NCAA academic progress rates (APR), and the NCAA and federal graduation rates.

(3) The University has established an expectation of ethical conduct at all levels of University life. In accordance with this expectation, Head Coach, as a member of the Athletics Department, agrees to represent the University in an honorable and ethical manner at all times. Standards for ethical conduct are established and enforced by the University, The University of Texas System, the Big 12 and the NCAA.

(4) Head Coach agrees to participate in all education and training programs as required of his position and shall adhere to the University Rules and Governing Athletics Rules. Head Coach shall seek clarification for any rule, policy or procedure he is unsure of prior to engaging in any action that may result in any violation.

(5) Head Coach will be a Campus Security Authority (“CSA”) as defined by the Clery Act. As a CSA, Head Coach will comply with University policies on the reporting of crime statistics and related information to the official designated by the University for the purposes of Clery Act reporting.

(6) In compliance with Title IX of the Education Amendments of 1972 and Texas Education Code Sec. 51.252, Head Coach will be a Non-Confidential Employee as defined by University policies on sex discrimination, sexual harassment, sexual Assault, Interpersonal Violence and Stalking. As a Non-Confidential Employee, Head Coach will report incidents of such prohibited conduct to the University’s Title IX Coordinator or Deputy Title IX Coordinator as required by applicable law or University policy.

(7) Head Coach recognizes that his statements about the University and its administrators are often publicized and he agrees to use his best efforts to keep positive and constructive in tone any public comments he makes about University policies or actions taken by senior administrators.

(8) Head Coach acknowledges the importance of a student-athlete’s health, safety and welfare and agrees to engage in fair, safe and responsible treatment of student-athletes in the Program. Head Coach understands and agrees that the final medical decisions regarding student-athlete participation in organized practices and/or competitions shall be made by the medical and training room staff.

(9) Head Coach will ensure that he and his staff and assistant coaches recruit student-athletes who are likely to meet the University’s and NCAA’s academic requirements.

(10) Head Coach will work to integrate the student-athletes and team into the whole spectrum of academic life so as to complement the University and its mission.

(11) Head Coach will be responsible for implementing a system to oversee all aspects of prospective student-athlete recruiting; including recruiting contacts, evaluations, official visits, telephone calls and other communications, and any travel-related activities of prospective student-athletes and the Program's coaching staff.

(12) Head Coach agrees to cooperate in the scheduling of games for the Program and agrees that the authority for and final decisions on such scheduling are with the Athletics Director, in consideration of the overall needs of the Athletics Department. The University acknowledges and agrees that Head Coach shall have input in the decision-making process relative to the scheduling of such games.

(13) Head Coach shall exercise his reasonable judgment to maintain and enforce conduct (both on and off the field), and disciplinary rules and sanctions, fairly and uniformly for all student-athletes in the Program so as to ensure academic and moral integrity while encouraging excellence.

(14) Head Coach shall adhere to the University's Athletics department policy and procedures, and shall have team rules, which must be approved by the Athletics Director prior to implementation or enforcement, such approval not to be unreasonably delayed or withheld.

(15) Head Coach has primary authority and responsibility to make decisions as to the hiring, continued employment, job titles, compensation and discharge of assistant coaches and all other personnel employed exclusively for the Program. All such decisions shall be made in consultation with the Athletics Director and are subject to the prior approval of the Athletics Director and will be in accordance with the policies and procedures of the University's Human Resources guidelines and The University of Texas System. The parties agree that they will meet in good faith and use best efforts on a regular basis to review, and if appropriate, revise the assistant coach and support staffing plan and compensation pool.

(16) Head Coach agrees to conduct annual performance evaluations for all assistant coaches and will require that such assistant coaches comply at all times with all Governing Athletics Rules and University Rules.

(17) The employees referred to directly above will report directly to and be supervised by Head Coach.

(18) Entity shall cause Head Coach to cooperate with the University in promoting the Program, the University's Athletic Fund, the University's Alumni Association, and other University-affiliated organizations as reasonably directed by the Athletics Director. Such cooperation includes, but is not limited to, (a) attendance and participation at meetings, events, and media outlets of the University, the Longhorn

Network, and University-affiliated organizations; (b) endorsement of products, sponsorships and performance of promotional services; and (c) speaking and public appearances, in each case as reasonably directed by the Athletics Director, all of which shall be subject to the terms and conditions set forth in the Professional Services and License Agreement between University and Entity.

(19) For the period that Head Coach is the Head Football Coach at the University, Entity will cause Head Coach to assist in the production of and to appear on any radio or television show that features the Program, including, but not limited to, any weekly radio and television shows, as reasonably directed by the Athletics Director, subject to the terms and conditions set forth in the Professional Services and License Agreement between University and Entity.

(20) During the Term of this Agreement, Entity will allow Head Coach's name, likeness, and biographical sketch to be used by the University for marketing and for any other reasonable purpose that supports the Program or the University, as reasonably directed by the Athletics Director, subject to the terms and conditions set forth in the Professional Services and License Agreement between University and Entity.

(21) Head Coach will be required to perform such services in connection with camps and clinics as may be reasonably assigned by the Athletics Director.

(22) If the University enters into agreements with various manufacturers and distributors to provide athletic equipment, supplies, and accessories ("Products") for the University's Athletics Department or the Program, then in accordance with the terms of such agreements, and subject to the terms and conditions set forth in the Professional Services and License Agreement between University and Entity, Entity will cause Head Coach to participate in promotional activities and will sublicense exclusively the use of Head Coach's name, image, and likeness for commercial exploitation by University to endorse those Products that are provided for use in the Program. Head Coach, the assistant coaches, student-athletes and other personnel of the Program will be required to use the Products in practice, games, and at public appearances in accordance with the terms of any such agreements.

(23) Head Coach shall also perform such other duties and responsibilities that are consistent with his position as may be reasonably assigned from time-to-time by the Athletics Director.

(24) The University acknowledges and agrees that the activities and appearances listed herein will not conflict with Head Coach's primary responsibilities of serving as the Head Football Coach (such primary responsibilities to include, but not be limited to, coaching the team, engaging in recruiting activities, managing the assistant coaches and ancillary staff-members, engaging in team practice-related activities, and otherwise performing the duties directly associated with coaching a collegiate football team), and that any requests for Head Coach's participation in such activities will be reasonable, generally

commensurate with the participation requirements for Head Coaches within the Conference and other peer-level institutions.

D. NCAA and Other Governing Athletics Rules and University Rules.

(1) Subject to the University's commitment to provide education regarding the same, Head Coach agrees to know, recognize, and comply in all respects with NCAA and other Governing Athletics Rules and University Rules. In the performance of all his duties and obligations under this Agreement, Head Coach will abide by and comply with all Governing Athletics Rules and University Rules and all decisions issued by the University. Pursuant to Section 7.A, violations of any Governing Athletics Rules or University Rules by Head Coach may be sufficient cause for disciplinary action.

(2) Pursuant to NCAA Bylaw 11.1.1.1, it shall be the responsibility of Head Coach to promote an atmosphere of compliance within the Program and to monitor the activities regarding compliance of all assistant coaches and other administrators involved with the Program who report directly or indirectly to Head Coach. It is understood that Head Coach, the assistant coaches and staff reporting to the Head Coach are responsible, separately and collectively, to the Athletics Director for compliance with any Governing Athletics Rules or University Rules. If, at any time during the Term of this Agreement, Head Coach knows, or has reasonable cause to believe that he or any student-athlete, coach or staff member of any Athletics Department program; any student, faculty member, or agent or employee of the University; or any outside individual has violated, or allowed or caused to be violated, any Governing Athletics Rules or University Rules, or if Head Coach receives notice or information that the NCAA or the Conference intends to investigate or to review any alleged violations of Governing Athletics Rules or University Rules, or if Head Coach receives notice or information that any law is alleged to have been violated by any student-athlete, coach or staff member of any Athletics Department program, including himself, he must report such information, knowledge or belief to the Athletics Risk Management and Compliance staff in a timely manner. Such information, knowledge or belief should also be reported to the Athletics Director in a timely manner unless there are allegations that the Athletics Director was complicit in the alleged violation.

(3) Pursuant to NCAA Bylaws 11.2.1 and 19.2.3, Head Coach has an affirmative obligation to cooperate fully in the NCAA infractions process, including the

investigation and adjudication of a case. Specifically, full cooperation includes, but is not limited to:

- (a) affirmatively reporting instances of noncompliance to the University or the NCAA in a timely manner and assisting in developing full information to determine whether a possible violation has occurred and the details thereof;
- (b) timely participation in interviews and providing complete and truthful responses to ensure full compliance with the NCAA ethical conduct rules (Bylaw 10.1);
- (c) making a full and complete disclosure of relevant information, including timely production of materials or information requested, and in the format requested to ensure full compliance with the NCAA ethical conduct rules (Bylaw 10.1);
- (d) disclosing and providing access to all electronic devices used by Head Coach in any way for business purposes;
- (e) providing access to all social media, messaging and other applications used by Head Coach that are or may be relevant to the investigation; and
- (f) preserving the integrity of an investigation and abiding by all applicable confidentiality rules and instructions.

(4) If Head Coach is found to be in violation of Governing Athletics Rules, whether while employed by the University or during prior employment at another NCAA member institution, Head Coach shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay, or the employment of Head Coach may be terminated as provided in Section 7.A of this Agreement.

5. OTHER EMPLOYMENT

During the Term of this Agreement and except as otherwise permitted by the Professional Services and License Agreement between University and Entity, Head Coach shall either: (a) not engage in any other employment or outside activities, act in a consulting or independent contractor capacity to any person, partnership, association, or corporation, or receive any athletically-related income or benefit from sources outside the University; or (b) be permitted to engage in outside employment or outside activities only after receiving the prior written approval of the Athletics Director (or the Athletics Director's delegate) and the President of the University ("President") or the President's Delegate, in accordance with University Rules on outside employment and outside activities, such approval not to be unreasonably delayed or withheld. Approval shall be required annually for continuing positions. Each request for approval must be in writing and shall specify the source and amount of the income or benefit to be received. Head Coach shall also make a written annual report through the Athletics Director to the President specifying the amount of all income and benefits from sources outside the

University in accordance with all University Rules and Governing Athletics Rules. Except when Head Coach or Entity is required by the University to endorse, promote, appear in advertisements of, or consult with regard to athletics equipment or accessories for the purpose of complying with contractual obligations of the University, the name, marks, or logos of the University may not be used and Head Coach may not utilize University time, resources, or his relationship with the University (1) for purposes related to any employment, consulting, or athletically-related activities of Head Coach, other than for the University, or (2) in connection with Head Coach's endorsement, support, promotion, or advertisement of any person, partnership, corporation, association, product, or service. Head Coach and Entity also shall comply with all University required reporting and/or approval of any other outside commitments and potential conflicts of interest.

The Parties agree that, should another head coaching opportunity be presented to Head Coach during the Term of this Agreement, Head Coach must provide at least twenty-four (24) hours' advance written notice to the Athletics Director of such opportunity or interest before any further discussions can be held by Head Coach or his representative with the anticipated head coaching position principals.

6. COMPENSATION AND BENEFITS

A. Annual Base Salary and Fringe Benefits.

(1) Effective January 2, 2021, the annual gross Base Salary for duties performed by Head Coach under this Agreement from January 2, 2021 through December 31, 2021 shall be \$2,080,000 (equivalent to \$173,333.33 per month and annualized on a pro-rata basis); from January 1, 2022 through December 31, 2022 shall be \$2,160,000; from January 1, 2023 through December 31, 2023 shall be \$2,240,000; from January 1, 2024 through December 31, 2024 shall be \$2,320,000; from January 1, 2025 through December 31, 2025 shall be \$2,400,000; and from January 1, 2026 through December 31, 2026 shall be \$2,480,000, payable in twelve (12) equal monthly installments.

(2) Head Coach will also receive all other regular employment fringe benefits provided by the University to similarly-situated administrative and professional non-tenured employees of the University. Head Coach acknowledges and agrees that such regular employment benefits may be modified from time to time, including, without limitation, terminated, as provided for by legislative action of the State of Texas or by action of the Board of Regents of The University of Texas System or the University.

B. Supplemental Compensation and Benefits. For the period that Head Coach serves as the University's Head Football Coach, he will also be entitled to the supplemental compensation and benefits found in this Section 6.B. Each of these benefits is subject to the University Rules and Governing Athletics Rules. In the event any of these benefits does not comply with the University Rules and Governing Athletics Rules, the non-compliant benefit(s) shall be null and void.

(1) Camps and Clinics. The University may sponsor football camps and clinics for youths pursuant to University's policies and procedures. For the period that Head

Coach is the Head Football Coach, for performance of services in connection with such camps or clinics as may be assigned by the Athletics Director, Head Coach may be paid a percentage of the net proceeds for each camp or clinic. Net proceeds are defined as revenues less expenses as determined by the University in accordance with generally accepted accounting principles. Head Coach will be paid in accordance with the decision of the Athletics Director who will use reasonable business judgment to determine the fair and reasonable amount to be paid to Head Coach. In addition, Head Coach shall use reasonable business judgment to determine the fair and reasonable amount to be paid to each assistant coach and others for camp or clinic service and such amounts will be treated as expenses. Payment to Head Coach will be made within sixty (60) days after submission of complete camp or clinic financial records to the Athletics Director or his designee, which records must be fully reconciled and satisfactory to the Athletics Director. In the event a camp or clinic fails to yield net proceeds, the University maintains no obligation for payment to Head Coach related to such camp or clinic. Head Coach shall not be entitled to conduct or direct camps or clinics that are not sponsored by the University.

(2) Automobile. For the period that Head Coach is Head Football Coach, the University will obtain two (2) courtesy automobiles from an assigned dealership for Head Coach's use in accordance with University Rules. Head Coach will comply with all University Rules and Governing Athletics Rules relating to the use of the automobiles. Head Coach will report the business and personal use of the automobile monthly to the Office of the Senior Vice President and Chief Financial Officer in a format determined by that office. The personal use of such automobiles will be valued according to the guidelines of the Internal Revenue Service and reported as income to Head Coach.

(3) Club Membership. For the period that Head Coach is the Head Football Coach, he shall be eligible for certain club memberships, in accordance with the Athletics Department's policies and procedures, and based on availability and business need. Certain University-paid, or reimbursed expenses may be considered as taxable income per Internal Revenue Service guidelines.

(4) Spousal and Dependent Children Travel. It is understood by the parties that while Head Coach is serving as the Head Football Coach, his spouse may be called upon from time to time to travel and/or attend various functions on behalf of the University. When engaged in such activities and subject to any limitations or conditions placed by Rules or Regulations, Head Coach's spouse will be entitled to reimbursement for travel and other reasonable and necessary expenses incurred while engaging in such official activities, if such activities are at the direction of and have the prior approval of the Athletics Director. It is understood by the Parties that while Head Coach is serving as the Head Football Coach, his spouse and dependent children may travel to all post-season football games, including any Conference Championship game, without cost to Head

Coach; provided however, University-paid, or reimbursed expenses associated with such travel may be considered as taxable income per Internal Revenue Service guidelines.

(5) **Suite and Tickets.** For the period that Head Coach is Head Football Coach, the University will provide the following tickets upon Head Coach's request for use in accordance with the Athletics Department's policies and procedures:

(a) One suite for use at all home football games (including a commensurate number of premium parking passes); and

(b) Six (6) tickets to home games for all other University sports.

(6) **Use of Private Airplane.** For the period that Head Coach is Head Football Coach, the University will provide to Head Coach twenty (20) hours per year of private aircraft flight time for Head Coach's discretionary personal use. Hours do not carryover from contract year to year. Such flight use shall be arranged, documented and accounted for as compensation in accordance with University and Athletics department policies and procedures.

(7) **Assumption of Previous Contractual Obligation.** The University will pay to Head Coach's previous employer the monetary contractual obligation owed by Head Coach as a result of the voluntary termination of his previous employment agreement (the "Buyout"). The University shall make Head Coach whole in the event Head Coach incurs income tax liability for this payment.

(8) **Nike Elite Allowance.** University will provide Head Coach with an annual \$6,000 Nike Elite taxable allocation.

C. Relocation & Temporary Housing. The University will pay Head Coach a one-time gross taxable payment in the amount of \$250,000 within thirty (30) days to cover all relocation, moving and temporary housing related expenses.

D. Deductions from Compensation. Payments or benefits to Head Coach by the University pursuant to the terms of Section 6 (A) – (C) of this Agreement shall be subject to all deductions required by state and federal law or regulation. The University will make such other deductions permitted by law and authorized in writing by Head Coach.

E. One-Time Special Payment. The University agrees to pay a one-time special payment of \$1,200,000 gross in the event, and only in the event, Head Coach is the Head Football Coach for the University on December 31, 2024 and Head Coach has not been given notice prior to such date that he has been relieved of his coaching duties under this Agreement. In such event, the special payment will be payable within thirty (30) days of December 31, 2024, with \$480,000 payable to Head Coach and \$720,000 payable to Entity.

F. Performance Incentives. The University agrees to pay the following incentive sums (not to exceed \$825,000) to supplement Head Coach's compensation, as set out herein, upon

attainment of each specified goal, provided the Program is in compliance with all Governing Athletics Rules and University Rules, and there are no pending or active NCAA, Big 12, or University investigations of major (Level I or Level II) violations of which Head Coach knew or reasonably should have known. Head Coach must be employed by University on the date of any game or event that earns the performance incentive and must have participated as head coach in such game or event. Payment will be made to Entity within sixty (60) days after the post-season is complete.

(1) Conference Champion: \$100,000 in any contract year in which the team participates in the Conference Championship Game; and an additional \$100,000 in any contract year in which team wins such Conference Championship Game;

(2) and the highest following Bowl/College Football Playoff Game achievement (not cumulative);

(a) \$25,000 in the post-season of any contract year in which the team participates in a Bowl Game that is not one of the six (6) Major Bowls (Rose, Orange, Cotton, Sugar, Peach, and Fiesta (or their successors)); and an additional \$50,000 in the post-season of any contract year in which the team wins such Bowl Game; or

(b) \$50,000 in the post-season of any contract year in which the team participates in one of the six (6) Major Bowls; and an additional \$50,000 in the post-season of any contract year in which the team wins such Major Bowl Game; or

(c) \$100,000 in the post-season of any contract year in which the team appears in a College Football Playoff Semifinal Game; and an additional \$125,000 in the post-season of any contract year in which the team wins such College Football Playoff Semifinal Game; plus an additional \$250,000 in the post-season of any contract year in which the team wins the College Football Playoff Champion Game; and

(3) Coaching Recognition:

(a) \$100,000 in any contract year for which Head Coach is named a National Coach of the Year for one (or more) of the following: Eddie Robinson Coach of the Year, George Monger Coach of the Year, Bear Bryant Coach of the Year, Home Depot Coach of the Year, Associated Press Coach of the Year, Walter Camp Football Foundation Coach of the Year; and Gene Stallings Coach of the Year. Only one \$100,000 incentive payment per year will be made even if Head Coach is recognized with more than one of these national coaching awards in such year; and

(b) \$50,000 in any contract year in which Head Coach is named Big 12 Conference Coach of the Year (Coaches' Vote).

G. Professional Services Payments. University agrees to pay Entity a professional services and license payment (each, a “Professional Services Payment” and, collectively, the “Professional Services Payments”) annually during the Term, on a bimonthly basis beginning on January 1, 2021 (or the later execution of this Agreement) during the period that Head Coach serves as Head Football Coach, to sublicense exclusively and exploit certain intellectual property belonging to or licensed to Entity and to provide the services of Head Coach for efforts expended in, including but not limited to, personal appearances, interviews, coaching shows and overall relationships with international, national, local, and social media including television, radio, newspapers, and social media avenues in a manner that reflects positively on the Program and the University. Beginning each January during the Term, the annual Professional Services Payment due each year shall be as follows: (i) January 1, 2021: \$3,120,000; (ii) January 1, 2022: \$3,240,000; (iii) January 1, 2023: \$3,360,000; (iv) January 1, 2024: \$3,480,000; (v) January 1, 2025: \$3,600,000; and (vi) January 1, 2026: \$3,720,000. For sake of clarity, the annual Professional Services Payments due to Entity each year shall be paid every two months on the first monthly payday for the months of January, March, May, July, September and November. The Professional Services Payment(s) and other incentives pursuant to this Agreement shall be paid by University to Entity without any federal, state, or local wage withholdings or tax deductions being made by University unless otherwise required by applicable law. The University is authorized to report the Professional Services Payment(s) and other incentives paid pursuant to this Agreement on appropriate IRS Form(s).

H. Tax Indemnity Agreement. Entity shall be responsible for any and all income, sales, employment, or other taxes, if any, with respect to Professional Services Payments and other incentives made to Entity pursuant to this Agreement, and Entity and Head Coach specifically agree to indemnify and hold harmless the University from and with respect to any and all claims for taxes, penalties, and interest (and other direct costs) that arise out of or in any way relate to a recharacterization of, or other adverse determination, by the Internal Revenue Service or other taxing authority with respect to, the treatment of the Professional Services Payments made to Entity. To the extent not prohibited by applicable law and in addition to any other remedy, the University has the right but not the obligation to offset any amounts due to the University pursuant to this provision against any amounts that the University owes to Entity or Head Coach under this Agreement.

7. SUSPENSION AND TERMINATION

A. Suspension or Termination by the University for Cause. The University shall have the right and option to either suspend Head Coach for a period of time with or without pay (the University shall reasonably determine the length of such period of time based upon the circumstances leading to the suspension) or to terminate Head Coach’s employment and this Agreement for cause prior to the termination date stated in Section 3 above. In the event this Agreement is terminated for cause, all obligations of the University to make further payment or provide any other consideration hereunder (that was not theretofore earned) shall cease as of the date of termination. In no case shall the University be liable to Head Coach for the loss of any collateral business opportunities, or any benefits, perquisites, income or consequential damages

suffered by Head Coach as a result of the University's termination of his employment. The term "cause" shall include, without limitation, any of the following:

(1) Willful failure or refusal by Head Coach to perform any of the obligations, duties or responsibilities outlined in Section 4 or any such refusal or unwillingness to perform any of such obligations, duties or responsibilities in good faith and to the best of Head Coach's abilities; or

(2) A serious or major violation or a pattern of violations, whether intentional or negligent, by Head Coach of any Governing Athletics Rules or University Rules, which violation may, in the reasonable, good faith judgment and discretion of the Athletics Director, reflect adversely upon the University, its athletics program, or The University of Texas System, including, but not limited to, any such violation which results in the University being investigated or placed on probation by the NCAA or any Conference; or

(3) A serious or major violation or a pattern of violations of any Governing Athletics Rules or University Rules, whether intentional or negligent, or the allowing or condoning, whether directly or by negligent supervision, of any such violation or pattern of violations, by any coaching staff or other person under Head Coach's supervision and direction, including student-athletes in the Program, which violation was known (or reasonably should have been known) by Head Coach in the course of his normal duties, and which may, in the reasonable, good faith judgment and discretion of the Athletics Director, reflect adversely upon the University, its athletics program or The University of Texas System, including, without limitation, any such violation which results in the University being investigated or placed on probation by the NCAA or the Conference; or

(4) Failure by Head Coach to timely report to the Athletics Risk Management and Compliance staff and, when appropriate, to the Athletics Director, any alleged violations of the Governing Athletics Rules or University Rules by Head Coach or by members of Head Coach's coaching staff, student-athletes, or other persons under Head Coach's direct control or authority that become known to Head Coach; or

(5) Failing or refusing to cooperate, or provide information or documents in response to any reasonable requests, inquiries, or investigations conducted by the University, The University of Texas System, the NCAA, the Big 12, a law enforcement agency, or any other governing body concerning or related to the supervision of the Program, or directing or otherwise instructing any coach, student-athlete or any other individual not to cooperate or comply with such request, inquiry or investigation; or

(6) Any fraud or dishonesty by Head Coach while performing the duties required by this Agreement, including, but not limited to, falsifying, altering or otherwise fraudulently preparing any document(s) or record(s) of, or required by The University of Texas System, the University, the NCAA, or the Big 12 pertaining to the Program, recruits

or student-athletes, transcripts, eligibility forms, compliance reports, expense reports, or any other document pertaining or related to any sanction of the Program; or

(7) Any conduct, including acts or omissions, that intentionally or negligently misleads the University or the Athletics Director about any matters related to the Program, including matters related to the Head Coach, any assistant coaches or other staff members or any student-athletes; or

(8) Any prolonged absence from the performance of Head Coach's obligations, duties and responsibilities under this Agreement without prior consent of the Athletics Director; or

(9) Engaging in, assisting, encouraging, or soliciting others to engage in bookmaking, illegal gambling, or betting of any type involving any intercollegiate or professional athletic contest; or

(10) Possession, use, sale, or manufacture of any narcotics, drugs, or other controlled substances or steroids or other chemicals in a manner which is prohibited by the University Rules or Governing Athletics Rules, or allowing, encouraging, or condoning the possession, use, sale, or manufacture of any narcotics, drugs, alcohol, controlled substances, steroids or other chemicals by any student-athlete in a manner which is prohibited by the University Rules or Governing Athletics Rules, or failure or refusal to fully participate and cooperate in the University's implementation and enforcement of any narcotic, drug, alcohol, controlled substance, steroid, or other chemical testing program(s); or

(11) Engaging in conduct that violates any Governing Athletics Rules or University Rules concerning (a) consensual relationships between employees and students or (b) sexual harassment; or

(12) Any conduct (a) that the University administration reasonably determines is clearly unbecoming to a Head Coach and reflects poorly on the University, the Program, or The University of Texas System; or (b) resulting in a criminal charge being brought against Head Coach involving a felony, or any crime involving theft, dishonesty, or moral turpitude; or

(13) Team APR, NCAA Graduate Success Rate, or other academic measure that causes the Program to be ineligible for a post-season game and Head Coach has repeatedly exhibited grossly negligent failure to create and support an atmosphere of academic success and accountability; or

(14) Failure by Head Coach to timely report to the Athletics Director, University's Title IX Coordinator or Deputy Title IX Coordinator, as required by applicable laws and University Rules, any information Head Coach knows relating to alleged or suspected sex discrimination, sexual misconduct, sexual harassment, sexual assault, interpersonal violence or stalking.

The University shall have no obligation to use progressive discipline regarding Head Coach's misconduct. Any University decision to utilize progressive discipline shall not create any future obligation for the University to use progressive discipline.

Notwithstanding the language contained herein, the University acknowledges that its desire in entering into this Agreement is to employ Head Coach as the Head Football Coach for the entire Term of the Agreement.

B. Termination by the University without Cause. The University shall have the right to terminate Head Coach's employment and this Agreement (and the related Professional Services and License Agreement) without any reason and without cause prior to the expiration of the Term as stated in Section 3 above. In the event this Agreement is terminated without cause: (1) all theretofore unearned and/or unpaid obligations of the University to Head Coach pursuant to this Agreement shall cease as of the date of any such termination, (2) Head Coach shall be eligible for any post-termination benefits applicable to regular employees of the University (i.e. COBRA insurance eligibility, etc.), and (3) the University will pay to Head Coach or Entity, in lieu of any and all other legal remedies or equitable relief available to Head Coach or Entity, liquidated damages equal to seventy percent (70%) of the total remaining Base Salary and Professional Services Payments (pro-rated for partial month/months) due to Head Coach through the expiration of the otherwise unexpired Term of this Agreement as stated in Section 3 above ("Payout Period."). Such liquidated damages shall be paid in monthly installments through the Payout Period.

Head Coach acknowledges that he will minimize the payments due to him under this Section 7.B and agrees to make reasonable efforts to obtain new football-related employment as long as the University has the obligation to make such payments. If Head Coach obtains new football-related employment during the Payout Period, the University shall be entitled to reduce on a dollar-for-dollar basis each month its liquidated damages' obligation to Head Coach by the amount of any post-termination football-related income that Head Coach receives, earns, or is owed for such employment through the Payout Period. Head Coach shall immediately, but no later than twenty (20) days, upon/after acceptance of new football-related employment, notify the Athletics Director in writing of such employment and the total compensation to be paid to Head Coach for the employment. In addition, Head Coach agrees to either provide the University with, or allow the University to audit, a copy of his W-2 form(s), relevant 1099's, and other tax documents related to earnings for each calendar year corresponding to the years, if any, that the University has the obligation to make payments under Section 7.B.

If the University ends this Agreement without cause prior to the expiration of the Term as stated in Section 3 above, in accordance with the provisions of this Section 7.B hereof, the University in no case shall be liable for Head Coach's or Entity's loss of any collateral business opportunities or any other benefits, perquisites, or income resulting from activities such as, but not limited to, camps, clinics, media appearances, personal appearances, radio, television, internet, marketing and promotional services, apparel or shoe agreements, equipment agreements, consulting relationships, or from any other sources that may result from the University's termination of this Agreement without cause.

For purposes of this Section 7.B, (1) “employment” shall mean working as an employee of another employer, as a consultant, as a self-employed person, or as an independent contractor; (2) “football-related” shall mean performing services as a coach, an athletics administrator, an officer or staff member in an organization that may regulate or oversee football competition (such as the National Football League, the NCAA, or an athletics conference), or performing services as a broadcaster or otherwise involved in the production of football-related events; (3) “amounts earned by Head Coach in the new employment” shall mean any and all compensation received, earned, or due through Head Coach’s employment during the Payout Period, including, base salary, consulting fees, bonuses, deferred compensation, and any other compensation received by Head Coach during the Payout Period. Head Coach shall use his good faith best efforts not to structure and or defer any compensation due for services performed during the Payout Period to a time beyond the Payout Period.

The parties intend for all payments and benefits under this Agreement to comply with or be exempt from Section 409A of the Internal Revenue Code and the regulations and guidance promulgated thereunder (collectively, “Section 409A”). To the extent permitted by law, the parties agree to modify this Agreement as necessary to comply with changes to Section 409A. Solely to the extent necessary to comply with Section 409A, a termination of employment shall not be deemed to have occurred unless such termination is also a “separation from service” within the meaning of Section 409A and for purposes of any such provision of this Agreement, references to a “termination”, “termination of employment” or like terms shall mean “separation from service.”

For purposes of Section 409A, Head Coach’s right to receive any installment payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments, and each such installment payment shall likewise be treated as a separate and distinct payment for purposes of Section 409A.

C. Termination of Employment by Head Coach. The Parties agree that Head Coach has special, exceptional, and unique knowledge, skill, and ability as a football coach which, in addition to the continuing acquisition of coaching experience at the University as well as the University’s special need for continuity in its Program, render Head Coach’s services unique. Head Coach further recognizes that his promise to work for the University for the entire Term of this Agreement is an essential consideration in the University’s decision to employ him as Head Coach of the Program. Head Coach also recognizes that the University is making a highly valuable investment in his continued employment by entering into this Agreement and its investment would be lost or diminished were he to resign or otherwise terminate his employment as Head Football Coach with the University prior to the expiration of this Agreement. Accordingly, Head Coach agrees that in the event he resigns or otherwise terminates his employment under this Agreement, he shall pay to the University as liquidated damages, and not as a penalty, as set forth below:

(1) The sum of \$7,000,000 is owed by Head Coach if the Head Coach resigns or otherwise terminates his employment between January 2, 2021 to December 31, 2021;

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(2) The sum of \$6,000,000 is owed by Head Coach if the Head Coach resigns or otherwise terminates his employment between January 1, 2022 to December 31, 2022;

(3) The sum of \$6,000,000 is owed by Head Coach if the Head Coach resigns or otherwise terminates his employment between January 1, 2023 to December 31, 2023; or

(4) The sum of \$5,000,000 is owed by Head Coach if the Head Coach resigns or otherwise terminates his employment between January 1, 2024 to December 31, 2024; or

(4) The sum of \$4,000,000 is owed by Head Coach if the Head Coach resigns or otherwise terminates his employment between January 1, 2025 to December 31, 2025; or

(5) The sum of \$3,000,000 is owed by Head Coach if the Head Coach resigns or otherwise terminates his employment between January 1, 2026 to December 31, 2026.

Payment of said liquidated damages will be in a single lump sum amount with payment to be made within seventy-five (75) days of Head Coach ceasing to be the University's Head Football Coach. If Head Coach terminates his employment under this Agreement prior to its expiration in accordance with this Section 7.C, his compensation and benefits, to the extent not already vested, shall cease upon the date that Head Coach terminates.

D. Waiver of Claims. The financial consequences of the afore-mentioned terminations of this Agreement or suspensions hereunder are exclusively set forth herein. Therefore, with the sole exception of payments required by this Agreement, in any instance of termination for cause or without cause, or suspension effected in accordance with the procedures established in this Agreement, neither Head Coach nor the University shall be entitled to receive, and each hereby waives any claim against the other, and their respective officers, directors, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including, without limitation, loss of collateral income, deferred income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of fees from speech, camp or other outside activity, or damages allegedly sustained by reason of alleged humiliation or defamation resulting from the fact of termination, the public announcement thereof, or the release by the University or Head Coach of information or documents required by law. Head Coach acknowledges that in the event of termination of this Agreement for cause, without cause or otherwise, Head Coach shall have no right to occupy the position of Head Football Coach and that his sole remedies are provided herein and shall not extend to injunctive relief.

E. Termination for Disability/Death. Consistent with University policy, if Head Coach dies or becomes permanently disabled to the extent that Head Coach cannot satisfactorily perform the duties of Head Football Coach, this Agreement shall terminate and all obligations of the University to compensate Head Coach pursuant to this Agreement shall cease as of the date of such death or disability determination. The University shall be obligated to compensate Head Coach or Head Coach's estate in accordance with this Agreement for services performed prior to the termination date and Head Coach or Head Coach's estate shall be entitled to those benefits, if

any, that are payable under any University sponsored group employee insurance or benefit plan in which Head Coach is or was enrolled.

F. Covenant Not to Recruit Previously Identified Student-Athletes. Head Coach agrees that he will not, for a period of one year after resignation and acceptance of employment with another collegiate Football program, personally contact or otherwise seek to recruit any high school senior or transfer prospective student-athlete (a prospective student-athlete who is eligible for admission to the University or who has started classes for his/her senior year in high school) who was previously contacted or recruited by the University, unless such high school senior or transfer prospective student-athlete had been previously offered a scholarship by Head Coach's new employer, or such high school senior or transfer prospective student-athlete personally initiates contact with Head Coach following Head Coach's resignation.

8. MISCELLANEOUS

A. Merger and Amendment. Except as otherwise provided in the Professional Services and License Agreement between the University and Entity, the provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and no prior or contemporaneous agreement, either written or oral, shall have the effect of varying the terms hereof. No amendment to this Agreement shall be effective unless reduced to writing and signed by the Parties.

B. Unenforceability of Provisions. The provisions of this Agreement are severable. If any provision of this Agreement is determined by a proper court or authority to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect or impair the remainder of this Agreement, and this Agreement shall remain in full force and effect without such invalid, illegal, or unenforceable provision.

C. Governing Law. This Agreement shall be construed, enforced, and governed by and in accordance with the laws of the State of Texas. The University and Head Coach agree that venue for any dispute arising from or related to employment shall be in Travis County, Texas. This provision does not prevent the University from removing to federal court any action brought in state court, and Head Coach hereby consents to, and waives any objections to such removal.

D. Force Majeure. If either party is unable to perform any obligation under the Agreement because of an epidemic, war, riots, civil unrest, fire, air space closure, ground stop(s), acts of nature and other causes not within the control of that Party, then the performance of both Parties is excused until such matters are resolved to the extent that performance may resume.

E. Exemptions, Privileges, and Immunities. It is expressly agreed and understood between the Parties that nothing contained herein shall be construed to constitute a waiver by the

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University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

F. Mutual Understanding. Each party has read this Agreement, fully understands the contents of it, has had the opportunity to obtain independent legal advice regarding the Agreement's legal effect, and is under no duress regarding its execution.

G. Confidential Information; University Records. Head Coach acknowledges that while employed by University he will occupy a position of trust and confidence and will receive and have access to Confidential Information, as hereinafter defined. Head Coach acknowledges that such Confidential Information is specialized, unique in nature and of great value to the University, and that such information gives the University a competitive advantage. During the Term and thereafter, Head Coach shall not use the Confidential Information or disclose the Confidential Information to any third party, except (i) as required to perform Head Coach's duties to the University in a manner consistent with professional standards and obligations; (ii) as authorized by the University; (iii) in furtherance of the University's legitimate business interests; (iv) to comply with applicable laws or policies; (v) to the extent such Confidential Information shall have become public other than by Head Coach's unauthorized use or disclosure. Notwithstanding the foregoing, in no event shall Head Coach use or disclose (unless required by judicial or government order) Confidential Information if such use or disclosure will expose the University to competitive disadvantage, legal liability, or will otherwise harm the University. For purposes of this Agreement, "Confidential Information" means any information not generally available to the public or not in the public domain at the time of separation regarding the University, including, but not limited to, all personnel and student records; recruiting records and activities; Program activities, such as nutrition and strength activities; Program film; Program budgets, projections, or other financial information; vendor contracts; information regarding actual or potential NCAA, Big 12, legal or regulatory proceedings, and any other information that should by its nature or context be recognized as University property or confidential information. Within 10 days of the expiration of this Agreement or its earlier termination with or without cause by either party, Head Coach shall immediately deliver or return to the University all property furnished by the University to Head Coach in the course of Head Coach's employment by the University, including, without limitation, computer equipment, car, keys, and documents, records, lists, data, drawings, prints, and notes related to University business.

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H. Counterparts. This Employment Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but all such counterparts shall together constitute one and the same Employment Agreement. It is further agreed by the parties that a signature transmitted electronically or by facsimile shall be acceptable and binding and shall be treated for all purposes in the same manner as an original signature.

I. Disclosure. The parties acknowledge and agree that the University is required to comply with the Texas Public Information Act.

J. Review. This Agreement is subject to review and approval by the President, and Executive Vice Chancellor for Academic Affairs, and the Board of Regents of The University of Texas System.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Parties hereto, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as beginning of the Term stated in Section 3 above.

THE UNIVERSITY OF TEXAS AT AUSTIN HEAD FOOTBALL COACH

DocuSigned by:
By: Chris Del Conte
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Christopher M. Del Conte
Vice President and Athletics Director

DocuSigned by:
By: [Signature]
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Steve Sarkisian
Head Football Coach

Date: 2021-02-19 | 13:11:02 PST

Date: 2021-02-19 | 11:30:17 PST

DocuSigned by:
By: [Signature]
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Jay Hartzell
President

Sark Enterprises, Inc.
DocuSigned by:
By: [Signature]
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Steve Sarkisian
Its Managing Member

Date: 2021-02-21 | 16:20:08 PST

Date: 2021-02-19 | 11:30:17 PST

APPROVED AS TO LEGAL FORM:

DocuSigned by:
By: [Signature]
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James E. Davis
Vice President for Legal Affairs

Date: 2021-02-21 | 07:39:40 PST

APPROVED BY THE UNIVERSITY OF TEXAS SYSTEM:

By: Archie Holmes
Archie L. Holmes, Jr., Ph.D.
Executive Vice Chancellor for Academic Affairs

Date: 3-1-2021