

EMPLOYMENT AGREEMENT

This Agreement for Employment (“Agreement”), effective December 23, 2020, is made by and between Auburn University (“Auburn” or “University”) and Bryan Harsin (hereinafter “Coach”). This Agreement supersedes and entirely replaces any prior or currently existing employment agreement or memorandum of understanding between the parties. For and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

TERM

This Agreement shall commence on December 23, 2020, and end on December 31, 2026 (the “Term”). This Agreement may be extended at any time, but only by written and fully executed agreement of Coach and the University. The term “Contract Year” as used in this Agreement shall mean each period from January 1 to December 31 through the end of the Term.

AUTHORITY, DUTIES, AND RESPONSIBILITIES OF HEAD FOOTBALL COACH

1. EMPLOYMENT: The University hereby employs Coach in the position of Head Football Coach, and Coach does hereby accept such employment and agrees to perform all those services pertaining to such Football coaching job which are required of Coach as set forth herein and as prescribed by the University through the Auburn University President (“President”) and the Auburn University Athletics Director (“Athletics Director”). Coach will report only to the Athletics Director (or designee) and University President, through the Athletics Director, and will perform his job duties within this chain of command, such job duties to be consistent with those typically performed by head coaches at other institutions of higher education competing at the Power 5 level. Coach’s employment obligations to the University may not be assigned, in whole or in part, except as specifically outlined in this Agreement. Any exercise of discretion by the University under this Agreement shall be reasonable and in good faith.
2. PERFORMANCE EVALUATION: No later than February 1 after the end of each Football Season, the Athletics Director (or designee) shall conduct an annual review of Coach’s performance under this Agreement. Athletics Director (or designee) will evaluate Coach’s performance in four (4) primary areas: (1) academic success of Football student-athletes as indicated, in part, by compliance with the academic progress requirements of the National Collegiate Athletics Association (“NCAA”) and any athletics conference of which the University is a member, including but not limited to the Southeastern Conference (“Conference”); (2) competitive success; (3) compliance with Athletics Department, University, Conference, NCAA and other rules, regulations and policies; and (4) fiscal responsibility within the University’s Football program (“Football Program”). Performance in other areas may be considered in this evaluation, but the four (4) areas outlined above will be the primary areas of interest and concern.
3. ASSIGNMENT OF PERSONAL ENDORSEMENT RIGHTS: Coach hereby assigns to the University for use during the Term any and all personal endorsement rights he possesses or might possess. This assignment of personal endorsement rights by Coach to the University includes any and all endorsement rights of any nature that Coach possesses or might possess while he is the Head Football Coach, and the assignment includes, but is not limited to, any rights to enter equipment contracts and apparel contracts, as well as any other type of endorsement.

As part of this assignment of personal endorsement rights, Coach hereby assigns to the University any rights he has to author, co-author, publish, or contribute in any fashion to the creation of any book, magazine, social media, program or other publication, visual media, Internet website, or publication or radio/television broadcast. Said assignment will be effective at all times while Coach is Head Football Coach at the University and shall not extend beyond the Term. The assignment includes but is not limited to materials such as highlight videos or publications that feature a particular game, season, player, etc., but excludes instructional-type videos or publications by Coach unless Coach uses footage or photographs of the University's Football games or practices in such videos or publications. Coach may use video footage and photographs of the University's Football games or practices in such manner only with the express written permission of the University, which shall not be unreasonably withheld or delayed. Coach further agrees that as part of this Agreement, he acquires no rights to use the University logo, the University team nicknames, the University emblems, films or videos of any game or practice involving the University's Football team or individual student-athletes, or any trademark associated with the University or its athletics programs. Coach acknowledges and agrees that such logos, nicknames, emblems, films, videotapes, or trademarks are the exclusive property of the University and that he has no right to use any of these but agrees to use or display the same in accordance with the wishes of the University in the performance of any activities pursuant to this Paragraph or Paragraph 4, below.

Coach acknowledges and agrees that the University has the right to assign (or has, upon execution of the Agreement, automatically assigned) Coach's personal endorsement rights to a third party multimedia rights holder, equipment or apparel provider, or other University sponsor, which in turn will act as Coach's agent with respect to any and all endorsement opportunities. Coach shall cooperate fully with the reasonable requests of the University and the multimedia rights holder, equipment or apparel provider, or other University Sponsor, to which Coach's personal endorsement rights are assigned by the University.

4. RADIO, INTERNET, AND TELEVISION RIGHTS AND PROGRAM AND PERSONAL APPEARANCES: The University shall own, and Coach hereby assigns as part of this Agreement, any and all rights to radio, television, Internet or other multi- and social-media platforms that are broadcast, rebroadcast or otherwise disseminated to the public, in any medium, in which Coach serves as a participant (collectively, "Programs"). The University shall be entitled, at its option, to produce and market Programs or negotiate with third parties for the production and marketing of Programs. The University shall be entitled to retain all revenue from those persons or entities that make financial contributions to or pay a fee for commercial endorsements used on Programs (collectively, "Program Sponsors").

Coach agrees, if requested, to appear on Programs relating to the University's pre-season, regular season and post-season Football games (collectively, the "Football Season"). Coach agrees that he will appear, as requested, as a participant and assist in the production of any Football-related television shows to be aired during the University's Football Season; and he will appear, as requested, as a participant on Football-related radio call-in shows to the extent allowed by NCAA rules, regulations and policies. The University agrees that it shall bear all costs associated with any such Programs. The University has the sole discretion to require Coach to appear as principal participant in and assist in the production of additional Football-related television or radio call-in shows or interviews in which Coach's involvement is instrumental to the marketing success of the product or project as determined by the University.

Coach shall not appear in any Program during the Football Season without the University's prior written approval, except in routine news media interviews for which no compensation is received. Likewise, Coach shall not appear in any commercial endorsements that are broadcast on radio, television or internet during the Football Season which compete with any of the Program Sponsors.

Coach will make a reasonable number of personal appearances to assist the University and/or the University's multimedia rights holder in the marketing of projects described above or in the maintenance of positive alumni relations. The University and/or the multimedia rights holder may use Coach's services for the selling of commercial sponsorships through entertainment activities such as golf tournaments, dinners, receptions, personal appearances such as speeches to alumni groups, radio stations, sponsors and the like, and Coach agrees to participate in such events as reasonably requested by the University and/or the multimedia rights holder. Such appearances must be scheduled at times that are mutually convenient to Coach, the University and/or the multimedia rights holder. The University shall reimburse Coach for all reasonable and necessary out-of-pocket expenses incurred in making such personal appearances. Coach agrees not to appear on any commercial radio, TV station or website that is broadcast or available in Alabama, or states adjoining Alabama, other than those radio, television stations and websites that are affiliated with the University and/or the multimedia rights holder, other than in normal sportscasts of two minutes or less, without prior written permission from the University or the multimedia rights holder.

The reasonable efforts required of Coach under this section shall be that due diligence and personal time customarily exerted by head football coaches in the promotion and production of similar Programs at other institutions of higher education with major football programs. The University recognizes that the responsibilities of Coach place limitations upon the amount of personal time that Coach can devote to such Programs. Coach and University agree Coach will not be required to participate in any event if Coach reasonably believes the event or effort will cause undue conflict or undue hardship on Coach's familial life and/or Coach's duties as Head Football Coach, including, but not limited to, recruiting, practices, and/or game preparation.

5. PUBLICITY RIGHTS: Coach specifically recognizes and agrees that as a material part and of the essence of this Agreement and in consideration of all compensation provided by University that University has the royalty-free right and license to utilize Coach's name, likeness and all other of Coach's publicity rights for any and all advertising/promotional purposes associated with the University and/or the University's Athletics Department during the Term. Upon expiration or termination of Coach's employment, Coach specifically and irrevocably grants University a royalty-free and perpetual license to utilize his name and likeness and all other of Coach's publicity rights derived from or relating to any documents, material, photographs, audio or visual media of Coach related to his employment at the University. The University agrees to consult with Coach in good faith regarding any post termination use of Coach's name and likeness in relation to commercial products other than those described herein, which are related to mutually understood duties, responsibilities, and obligations of Coach. The post-expiration or post-termination use of Coach's name and likeness shall be limited to Coach's historical and archival association with the University as Head Football Coach.

6. OUTSIDE INCOME: To the extent permitted by law and not inconsistent with existing or future University commitments or other provisions of this Agreement, Coach shall have the right to earn additional compensation based upon the following arrangements:

Coach's Initials BH
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Annual Written Approval: Pursuant to NCAA Bylaw 11.3 and University policy, Coach agrees to obtain annually prior, written approval from the President of the University through the Athletics Director (or designee), which shall not be unreasonably withheld or delayed, for all athletically related income and benefits from sources outside the University, including but not limited to the following: annuities; sports camps; housing benefits; country club membership; television and radio programs; and endorsements or consultation contracts.

Camps: Coach (or a corporate entity controlled or owned by Coach) may conduct sport camp(s) in accordance with University, Conference, and NCAA policies and receive any compensation therefrom; and in connection thereto, Coach (or a corporate entity controlled or owned by Coach) will be permitted to use athletics facilities at the University at the established University rental rate.

Speaking Engagements: Coach shall be allowed to retain any income received from speaking engagements that are not requested by the University or a third party then holding Coach's endorsement rights. Coach acknowledges and agrees that prior to accepting any speaking engagement, he must notify the University of the speaking engagement and obtain written approval from the Athletics Director (or designee). The University reserves the right to refuse to provide approval at its sole discretion but will not unreasonably withhold or delay such approval.

Equipment and Apparel Endorsements: Coach may not allow his name to be used in connection with athletics equipment and/or apparel endorsement contracts except for such endorsement contracts between the University and an equipment or apparel company. The University reserves the exclusive right to designate products worn by student-athletes and University employees associated with the Football Program. Notwithstanding the foregoing, the University agrees that Coach, along with the Athletics Director, shall have an active role in evaluating equipment and/or apparel contracts that are applicable exclusively to the Football Program.

Compliance with Rules, Regulations, Policies, and University Contracts: All contracts and/or compensation entered into and/or received by Coach will comply with applicable policies established by the University and its Athletics Department, with the rules, regulations and policies of the NCAA and the Conference, and with applicable provisions of this Agreement. Such contracts and/or compensation shall be first approved by the Athletics Director (or designee) in writing, such approval not to be unreasonably withheld or delayed, and shall not be inconsistent with existing University contracts and/or commitments as determined by the University.

Athletically Related Income: In accordance with NCAA regulations, any athletically related income received by Coach from a source outside the University will be reported by Coach to the President on an annual basis.

7. COOPERATION: Coach recognizes the University serves as an institution of higher learning and shall fully cooperate with the faculty and administrators of the University in connection with the academic pursuits of student-athletes. Coach shall use his personal, diligent efforts to encourage and promote the academic mission. In that respect, Coach recognizes the University's goal is that every

student-athlete obtains an undergraduate degree and Coach agrees to fully support the attainment of that goal.

8. PERSONAL CONDUCT: Coach shall conduct himself in a manner which, at all times, casts Coach and the University in a positive light. Coach shall otherwise use best efforts to ensure that Coach's appearance, actions and statements, both internally and publicly, as well as those of Coach's players and all persons under his supervision or subject to his control or authority as listed or described in Exhibit A to this Agreement ("Football Staff"), will reflect favorably upon the University, the Athletics Department, and the Football Program.

9. PROSPECTIVE EMPLOYMENT: Unless the University has notified Coach of his termination in writing, neither Coach nor his representatives shall under any circumstances negotiate his prospective employment with any other institution of higher learning or professional athletics team without first providing written notice to the Athletics Director (which shall include e-mail and/or text message). If the University concludes or has a reasonable basis to conclude that Coach breached this Paragraph or allowed his representatives to breach this Paragraph, the University shall be entitled to payment directly from Coach of a sum equal to Fifty Thousand Dollars (\$50,000.00) ("Improper Contact Amount"). The Improper Contact Amount shall be paid by Coach to the University in a single sum within ninety (90) days of the University's request. Coach understands and agrees that the determinations as to breach and the time of first contact under this Paragraph shall be determined by the University at its sole discretion. In making these determinations, the University will act in good faith.

10. DILIGENT EFFORTS: Coach will at all appropriate times diligently promote the welfare of the University and its Football Program to the best of his ability.

11. COACHING STAFF: Subject to the prior express written approval of the Athletics Director, which will not be unreasonably withheld or delayed, and in accordance with University rules, regulations and policies, Coach shall have primary responsibility to select, employ, and terminate his staff. Notwithstanding the foregoing, no person shall be announced or employed in any capacity associated with the Football Program until a favorable clearance from the NCAA and Conference has first been obtained by the Athletics Director or someone acting at his direction and the terms of such coach's employment have been approved by the Athletics Director. Coach shall not personally supplement, directly or indirectly, the salary or compensation of any such assistant or volunteer coach or other University employee without the prior express written approval of the Athletics Director and shall not permit, encourage, or condone the soliciting or accepting by any such assistant or volunteer coach of gifts of cash or of substantial value or accepting hospitality other than reasonable social hospitality from any person, including without limitation, a person who is a "representative of athletics interests of the University" as that term is defined in governing athletics regulations, and as permitted by law.

12. WORK SCHEDULE: Time demands in the coaching profession are unique, largely on a seasonal basis, and require coaches to work beyond the normal 40-hour work week. Coaches are given the flexibility to establish their own work schedule reflecting seasonal demands and success goals for the program. However, coaches are expected to be reasonably available to meet with student-athletes, staff, alumni, media, and friends of the University. For the reasons set forth in this Paragraph, Coach acknowledges that he will not accrue annual leave but will have all other leave benefits normally provided to University employees. Coach and University agree that Coach will not be required to

participate in any event if Coach reasonably believes the event or effort will cause undue conflict or undue hardship on Coach's familial life and/or Coach's duties as Head Football Coach, including, but not limited to, recruiting, practices, and/or game preparation.

13. TRAVEL EXPENSES: The University agrees to provide or reimburse Coach for travel expenses in connection with University activities and in accordance with University policy. Coach agrees to be personally responsible for expenses that are not in accordance with University policy. Coach agrees that if for any reason he does not remit amounts for such non-University related travel expenses to the Athletics Director within thirty (30) days from the date such expenses were incurred, the University shall be entitled to collect remittance through payroll deduction without advance notice to Coach. Coach is encouraged to seek prior approval before incurring any questionable expense.

COMPENSATION

14. SALARY: The University will pay Coach an annualized base salary of **\$250,000**, payable in equal monthly installments at the end of each month during the Term, less any withholdings required by state or federal laws and other authorized deductions ("Base Salary"). Except to the extent provided otherwise herein, Coach shall receive all benefits available to University employees as set forth in various policies and procedures and as revised from time to time.

15. ENDORSEMENT RIGHTS PAYMENT: In exchange for the complete assignment of any and all personal endorsement rights by Coach pursuant to Paragraph 3, and the other terms and conditions set forth in this Paragraph, the University will pay Coach annualized additional compensation of **\$2,375,000**, payable in equal monthly installments at the end of each month during the Term, less any withholdings required by state or federal laws and other authorized deductions ("Endorsement Rights Payment"). The Endorsement Rights Payment will increase by \$50,000, effective January 1 of each contract year beginning January 1, 2022.

16. PERSONAL APPEARANCES PAYMENT: In exchange for Coach's covenants, obligations, and assignments related to any and all personal appearances or participation in Programs, as outlined in Paragraph 4, the University will pay Coach annualized additional compensation of **\$2,375,000**, payable in equal monthly installments at the end of each month during the Term, less any withholdings required by state or federal laws and other authorized deductions ("Personal Appearances Payment"). The Personal Appearances Payment will increase by \$50,000, effective January 1 of each contract year beginning January 1, 2022.

17. ACADEMIC AND ATHLETICS PERFORMANCE BONUSES:

a. Athletics Performance Bonus: In addition to the payments to Coach as set forth in this Agreement, the University will pay the following performance-based bonuses to Coach during the Term (unless otherwise noted), upon the occurrence of the following events but no later than the pay period scheduled immediately after the occurrence.

- Conference Championship Game (not cumulative)
 - Conference Championship Game Appearance: \$100,000
 - Conference Championship Game Victory: \$250,000
- Post-Season Bowl Games (not cumulative)

- Non-SEC Group of 6 Bowl Appearance: \$50,000
 - Citrus or SEC Group of 6 Bowl Appearance: \$150,000
 - New Year's Six Bowl Appearance: \$200,000
 - New Year's Six Bowl Victory: \$250,000
 - CFP Semifinal Game Appearance: \$300,000
 - CFP National Championship Game Appearance: \$400,000
 - CFP National Championship Game Victory: \$800,000
- Coach of the Year (not cumulative)
 - Conference Coach of the Year: \$75,000
 - National Coach of the Year: \$75,000

b. Annual Academic Performance Bonus: For the Academic Progress Rate ("APR") measuring the academic success of teams, as defined by NCAA standards, Coach may receive one Academic Performance Bonus each year as follows:

- Academic Performance Bonuses (not cumulative)
 - Annual one-year APR (as defined by NCAA) of .930 to .949: \$25,000
 - Annual one-year APR (as defined by NCAA) of .950 to .999: \$75,000
 - Annual one year APR (as defined by NCAA) of 1.000: \$150,000

No Annual Academic Performance Bonus will be paid to Coach in the event the University terminates this Agreement for cause pursuant to Paragraph 21, even though an APR may be released for such team following Coach's termination. The Annual Academic Performance Bonus will be paid within thirty (30) days of the NCAA's release of the APR rates each year.

c. Qualification for Bonus: In order to qualify for any bonus pursuant to this Paragraph, Coach must operate within the Football Program's established budget parameters and follow normal and accepted departmental and University fiscal policies and procedures, and otherwise materially comply with all other provisions of this Agreement and all Athletics Department, University, Conference and NCAA rules, regulations and policies. Coach understands that he may not receive any bonuses if the University, Conference or NCAA concludes or has reasonable basis to believe that Level I, Level II, or significant or repetitive Level III violation(s) of NCAA Bylaws, or significant or repetitive violation(s) of Athletics Department, University, Conference, or other NCAA rule(s), regulation(s) or polic(ies) ("Rule Violation(s)") occurred in the Football Program before the bonuses were earned or minimum APR standards outlined by the NCAA are not met for the applicable academic year. For the purposes of this Paragraph, a bonus is earned upon the occurrence of the pertinent event and any Rule Violation(s) occurring after the event does not affect Coach's right for payment of a bonus that occurred before that event. Determinations as to Coach's qualification for a bonus pursuant to this Paragraph shall be made by the University at its sole discretion. In making these determinations, the University will act in good faith.

18. ADDITIONAL COMPENSATION: In addition to the other amounts outlined in this Section, Coach will receive the following monetary and non-monetary benefits as part of total compensation:

- a. Automobiles: The University will furnish Coach annually with the use of two (2) new automobiles, which may be dealer cars. The University will also pay for gas, service, maintenance, and insurance on any dealer vehicles furnished. The University shall be responsible for the purchase and payment of said premiums and costs for liability, excess and umbrella policies, with the total of such limits being not less than \$5,000,000.
- b. Tickets: Coach will receive the following tickets at no charge during the Term. Coach agrees that he will use any complimentary tickets he receives in accordance with Athletics Department, NCAA, Conference and University policies and regulations governing the same.
 - i. Twelve premium level tickets to all home football games located within a suite.
 - ii. Twelve reserved tickets to all home football games which may be located within the stadium's seating bowl.
 - iii. Twelve best available tickets to all away football games and bowl games.
 - iv. Five premium level tickets to all home men's basketball games.
 - v. Five tickets to all other home athletics contests.
- c. Club Membership: University shall provide full access and all monthly dues paid for country club membership for Coach and his spouse to a club of Coach's choosing in the greater Auburn area.
- d. Moving Expenses: University will reimburse Coach for reasonable moving expenses associated with relocation to the Auburn, Alabama area, in accordance with applicable University policy.

COMPLIANCE

19. HEAD COACH CONTROL: Pursuant to NCAA Bylaw 11, Coach understands and acknowledges that he is presumed to be responsible for the actions of all institutional staff members who report, directly or indirectly, to Coach, and it shall be his responsibility to promote an atmosphere of compliance within the Football Program and to monitor the activities of all institutional staff members involved with the program who report, directly or indirectly, to Coach. Coach further understands and acknowledges that he shall observe and respect the principles of institutional control of every aspect of the athletics programs of the University. Coach agrees that he is presumed responsible for the actions of all members of the Football Staff and will at all times exercise due care to ensure that all persons under his supervision or subject to his control or authority shall abide by said rules, regulations and policies. Coach agrees that University, in its sole discretion, may suspend him for a period of time with pay, or may terminate his employment with cause pursuant to Paragraph

21 herein, if University, the Conference, or the NCAA concludes or has reasonable basis to believe, after providing Coach notice and an opportunity to be heard, that he or any member of the Football Staff is involved in Rule Violation(s). Coach further agrees that University may suspend him for a period of time with pay or may terminate his employment with cause pursuant to Paragraph 21 herein if University, the Conference, or the NCAA concludes or has reasonable basis to believe, after providing Coach notice and an opportunity to be heard, that Coach knew or should have known that any person or entity, including but not limited to members of the Football Staff, was involved in Rule Violation(s) and Coach failed to act reasonably to prevent, limit or mitigate any such Rule Violation(s). Coach acknowledges his obligation to report immediately to the Athletics Director (or designee) and/or the Athletics Compliance Department any Rule Violation(s) that is known or made known to Coach. University and Coach agree that the nature and seriousness of the Rule Violation(s); Coach's efforts to report the Rule Violation(s); Coach's cooperation in any investigation; Coach's efforts to promote an atmosphere of compliance and monitor the Football Staff; and whether the University believes Coach knew or should have known of the Rule Violation(s) will be among the various factors University will consider in determining whether to terminate Coach's employment for cause or suspend Coach with pay under this Paragraph.

20. COMPLIANCE WITH POLICIES, RULES, AND REGULATIONS: In order to promote an atmosphere of compliance, ensure institutional control, and emphasize the importance of compliance with the rules, regulations and policies of the NCAA and the Conference, it is understood that any Auburn University Athletics Department ("Athletics Department") staff member who knowingly violates a NCAA or Conference rule or who conceals or attempts to cover up the violation of a NCAA or Conference rule may be fired immediately for cause, and all contract rights terminated, or may be subject to other employment penalties, as further detailed below:

- a. During the Term, Coach shall perform his duties as Head Football Coach in a manner which, in all respects, as determined by the University, complies with all Athletics Department, NCAA, Conference, and University rules, regulations and policies. Pursuant to NCAA Bylaw 11.2, if Coach is found in violation of Athletics Department, NCAA, Conference, or University rules, regulations or policies as determined by the University, he shall be subject to disciplinary or corrective action, including suspension without pay or termination of employment, as set forth in the provisions of the NCAA enforcement procedures, this Agreement, or other applicable policy or procedure. In the event it is determined by the President and/or the University, after notice and an opportunity to be heard, that Coach has engaged in any of the following behaviors, then Coach's employment under this Agreement may be terminated with cause by University or a lesser sanction may be implemented and enforced including financial, participation, or other sanction less than termination:
 - i. Knowing, reckless, or negligent commission of Rule Violation(s);
 - ii. Concealing or attempting to conceal Rule Violation(s) about which he had direct knowledge or should have known;
 - iii. Authorizing or knowingly condoning any Rule Violation(s) by others, as outlined in (i) or (ii);

- iv. Failing to report to the Executive Associate Athletics Director for Compliance and/or the Athletics Director any Rule Violation(s) outlined in (i) or (ii) within a reasonable time of Coach's knowledge of such Rule Violation(s).
 - b. In promoting an atmosphere of compliance, Coach shall himself and shall use his best efforts to cause employees and student athletes associated with the Football Program to comply with Athletics Department, NCAA, Conference, and University rules, regulations, and policies, including responding accurately and fully within a reasonable time to any request or inquiry relating to the performance of his duties or areas under his supervision during his University employment.
 - c. Pursuant to NCAA Bylaw 11.2.1, Coach agrees that he has an affirmative obligation to cooperate fully in the infractions process, including the investigation and adjudication of a case. He also agrees to cooperate fully with the NCAA and/or University staff in any University and/or NCAA inquiry related to possible violations of Athletics Department, NCAA, Conference, or University rules, regulations, or policies when requested to do so by the University, including responding accurately and fully within a reasonable time to any request or inquiry relating to the performance of his duties or areas under his supervision during his University employment. Full cooperation includes complying with NCAA Bylaw 19.2.3 (as adopted on August 8, 2018), which is incorporated herein by reference; reporting violations in a timely manner; participating in interviews; sharing all knowledge and documents requested from him or any individual or entity acting on his behalf or under his full or partial control in a timely manner (with the exception of documents protected by the attorney-client privilege or attorney work-produce doctrine); providing access to all electronic devices, social media and other technology; and maintaining confidentiality. A lack of cooperation may be considered an admission of a violation by Coach.
 - d. Coach shall immediately notify the Executive Associate Athletics Director for Compliance and/or the Athletics Director if he becomes aware of (1) any pending NCAA, Conference, University or athletics governing body's investigation or inquiry of Coach, a University employee, or the University, or any known "representative of the athletics interests of the University" as that term is defined in governing athletics regulations; (2) any criminal charge against or allegation of criminal conduct by Coach or an Athletics Department employee; (3) any civil cause of action or threat of potential litigation against Coach or an Athletics Department employee; or (4) any allegation of Coach's criminal, civil, personal, or NCAA misconduct at Coach's prior places of employment. Coach also agrees that he may be suspended without pay or terminated with cause if University, the conference or association to which Coach's previous institutions belong, or the NCAA concludes or has a reasonable basis to believe, after notice to Coach and an opportunity to be heard, that Coach was involved in significant or repetitive violations of then-applicable rules, regulations or policies during previous employment at another institution.
 - e. Pursuant to the University's Policy on Sexual and Gender Based Misconduct ("Sexual Misconduct Policy"), Coach acknowledges and understands that he is obligated promptly to report allegations or incidents of Prohibited Conduct of which Coach becomes aware in accordance with the Sexual Misconduct Policy.

- f. Coach understands and agrees that, except as explicitly modified by this Agreement, Coach is subject to all University rules, regulations, policies and procedures.
- g. University and Coach agree that the nature and seriousness of the Rule Violation(s); Coach's efforts to report the potential Rule Violation(s); Coach's cooperation in any investigation; Coach's efforts to promote an atmosphere of compliance and monitor the Football Staff; and whether the University believes Coach knew or should have known of the Rule Violation(s) will be among the various factors the University will consider in determining whether to terminate Coach's employment for cause or suspend him.
- h. It is specifically understood that if this Agreement is terminated for violation of any provision of Paragraph 19 or 20, Coach's salary and other Agreement benefits shall terminate immediately and he shall not be entitled to any additional compensation or other benefits from the University. It is also understood that in the event the University, Conference, or the NCAA suspends Coach or restricts Coach's athletics-related duties for any reason, the University will have the right in its sole discretion to reduce in whole or in part Coach's compensation under this Agreement during the suspension period. The University's exercise of its rights under this provision will not impact University's right to later terminate Coach for cause under Paragraph 21 for the events or conduct leading to Coach's suspension or restriction.
- i. In the event it is determined by the President and/or the University, after notice and an opportunity to be heard, that Coach has violated any provision of Paragraph 19 or 20, then Coach's employment under this Agreement may be terminated for cause by University or a lesser sanction may be implemented and enforced including financial, participation, or other sanction less than termination. The University's exercise of its sole discretion to implement a sanction less than termination for violation of any provision of Paragraph 19 or 20 will not impact the University's right to later terminate Coach for cause under Paragraph 21 for the events or conduct leading to such sanction less than termination.

TERMINATION

21. TERMINATION FOR CAUSE: The University may terminate Coach's employment prior to the end of this Agreement for cause, as follows:

- a. Any violation by Coach of the agreements and covenants contained in Paragraphs 3, 4, 5, 6, 7, 8, 10, 11, 19, or 20, above;
- b. In the event Coach is determined to have engaged in conduct of a personal or criminal nature that casts Coach or the University in a negative light or otherwise jeopardizes or negatively affects student-welfare, as determined by the University.

In order to exercise the University's rights under this Paragraph 21, University must provide written notice to Coach detailing specific grounds for termination, the pertinent, allegedly violated Paragraph(s) of this Agreement, and the effective date of termination. The University acknowledges that it will act in good faith with respect to this contract provision and the other contract provisions

referenced in this Paragraph, and in that regard, does not intend for this Agreement to be terminable for immaterial violations of the provisions referenced in this Paragraph. Upon written notice to Coach by the University, the University shall owe no further payment of funds or other benefit(s) to Coach under this Agreement and will be deemed to have fully satisfied its obligations to Coach except for payments (1) fully earned by Coach under Paragraphs 14, 15, 16, 17, and 18 prior to the occurrence of the event(s) or conduct identified by the University as the basis for its decision to terminate Coach for cause; and (2) not yet received by Coach as of the date of termination.

22. TERMINATION OTHER THAN FOR CAUSE: Should the University elect to terminate Coach's employment other than as outlined in Paragraph 21 of this Agreement, Coach will receive 70% of the remaining payments that would have accrued to Coach under Paragraphs 14, 15 and 16 during the remaining Term of the Agreement ("University Buy-Out Amount") in exchange for Coach's execution and non-revocation of a general release of all contract and employment related claims that Coach has or may have against the University. The University Buy-Out Amount will be paid as follows: 50% to be paid within thirty (30) days of the termination date, with the balance to be paid in four (4) equal annual installments, with the first payment due on July 15 immediately following the termination date. Should Coach become unable to perform the essential functions of his job as Head Football Coach due to Coach's disability, this Agreement will terminate and Coach will receive 60% of the remaining payments that would have accrued to Coach under Paragraphs 14, 15 and 16 during the remaining Term of the Agreement in exchange for Coach's execution and non-revocation of a general release of all contract and employment related claims that Coach has or may have against the University. Determination of such disability or inability shall be made by the University in accordance with applicable law and University policies and procedures. For purposes of clarity, there shall be no mitigation requirement by Coach nor shall the University have any right to offset any such payments under this Paragraph 22. The parties' obligations under this Paragraph will survive termination of the Agreement.

23. THIS PARAGRAPH INTENTIONALLY LEFT BLANK.

24. DEATH OR RESIGNATION: If, during the Term, Coach dies or resigns his employment, no further compensation or benefits shall be due Coach under this Agreement except for payments that have been earned or accrued but not yet paid.

25. TERMINATION BY COACH: Should Coach elect to terminate this Agreement prior to the end of the Term, Coach will pay University an amount equal to the following schedule. Such payment will be made within 60 days of termination of the Agreement by Coach ("Coach's Buy-Out Amount").

- a. Termination prior to the end of Contract Year 1: \$7,000,000; or
- b. Termination prior to the end of Contract Year 2: \$5,000,000; or
- c. Termination prior to the end of Contract Year 3: \$3,000,000; or
- d. Termination prior to the end of Contract Year 4: \$2,000,000; or
- e. Termination prior to the end of Contract Year 5: \$1,000,000; or
- f. Termination after the end of Contract Year 5: \$0.

After Coach terminates his employment with the University for any reason, with or without appropriate notice, he will continue to be bound by the obligations and requirements contained in Paragraphs 28 and 29 of the Agreement, which shall survive the termination of the Agreement.

26. DEFAULT: In the event either party believes the other party to be in default under this Agreement, prior to terminating this Agreement as a result of such default, the aggrieved party shall provide the allegedly defaulting party with timely written notice of the reasons for default and allow a reasonable period of at least thirty (30) days for the allegedly defaulting party to cure.

27. MUTUAL TERMINATION: This Agreement may be terminated at any time upon mutual, written agreement of both parties. No monies shall be owed or exchanged if mutual termination occurs.

28. WAIVER OF CLAIMS: In the event of termination of Coach's employment by either party, neither the University nor Coach shall be entitled to receive, and each hereby waives any claim against the other, and their respective trustees, officers, administrators, agents, employees, successors, and personal representatives for consequential damages by reason of any alleged economic loss, including without limitation loss of collateral income, loss of earning capacity, loss of business opportunity, loss of perquisites, loss of speech, camp or other outside activity fees, or expectation income, or by reason of alleged humiliation, slander or defamation resulting from the fact of suspension, resignation or termination, the public announcement thereof, or the release by the University or Coach of information or documents required by law, the NCAA, the Conference or under any Athletics Department or University policies, rules or regulations. Coach acknowledges that in the event of termination of this Agreement he 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. Coach acknowledges that he has no expectation of tenure. Coach acknowledges that as part of this Agreement, he forfeits all rights he might have to file a grievance under University policy related in any way to his termination by the University, and the University acknowledges that it will not assert in subsequent proceedings that Coach's forfeiture of these rights results in his failure to exhaust any administrative remedies. The Parties acknowledge that the University is a state agency and cannot waive the sovereign immunity conferred upon it by Article 1, Section 14 of the Alabama Constitution. Accordingly, the University cannot agree to be subject to the laws of another jurisdiction or legal process not specifically authorized by Alabama law. The exclusive forum for asserting a claim against the University is the Alabama State Board of Adjustment. In no event, unless otherwise expressly provided herein, is Coach, after termination of employment, entitled to any other benefits or privileges, including, but not limited to, parking, athletic tickets, or access to athletic events which otherwise are or may be available to Coach while employed or after employment. Coach's obligations under this Paragraph will survive termination of the Agreement.

MISCELLANEOUS

29. OWNERSHIP OF RECORDS: All documents, records, or materials, including without limitation personnel records, recruiting records, team information, films, statistics, or any other material or data, furnished to Coach by the University or developed by Coach on behalf of or at the expense of the University or otherwise in connection with the employment of Coach as Head Football Coach are and shall remain the sole and confidential property of the University. Notwithstanding the foregoing, the University at its sole discretion will permit Coach, at his own expense, to copy and retain practice, drill or game film and/or any practice or game scripts, schedules and/or playbooks, after the Athletics Director, at his sole discretion, has given written approval to Coach to do so. Except as set forth herein, within ten (10) days of the expiration or termination of this Agreement, Coach

shall cause any such materials in his possession or control to be delivered to the University. At the same time Coach shall return to the University all computers, tablets, electronics, equipment, credit cards or keys issued to him by the University. Documents and records related to camps conducted by Coach are and shall remain the sole and confidential property of Coach. However, Coach agrees to make those records available to the University for audit, review, and copying upon request. Coach acknowledges and agrees that his rights under this Paragraph are subject to any applicable restrictions contained elsewhere in this Agreement and further that his use of any materials listed in this Paragraph will be limited to personal, non-commercial purposes. Coach's obligations under this Paragraph will survive termination of the Agreement.

30. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties hereto, and there are no collateral oral or written agreements or understandings. This Agreement supersedes any prior oral or written agreement or understanding between parties, including any prior letter agreement or memorandum of understanding between the parties. Coach acknowledges and agrees that he has not relied on any representation of the University or its representatives in entering this Agreement, and he had the opportunity to and did consult with legal counsel of his choice before executing this Agreement.

31. ACCEPTANCE OF EMPLOYMENT: Coach hereby accepts employment by the University as Head Football Coach on the terms and conditions herein.

32. PREVIOUS CONTRACTS: Coach hereby warrants and represents that there are no binding contracts between Coach and any third party that would entitle the third party to approve any provision or all of this Agreement prior to its execution or to participate in or receive any proceeds to be paid to Coach pursuant to this Agreement. Coach further agrees and acknowledges that in the event any claim or legal action or administrative action is instituted against the University by any third party wherein it is alleged that Coach, in fact, is bound by such contract, Coach will indemnify and hold harmless the University from any award, judgment, or settlement received by the party asserting the claim or bringing the administrative action or legal action. As part of this Agreement to indemnify and hold harmless, Coach acknowledges and agrees that he will be responsible for payment of any legal fees and related expenses incurred by the University as a result of any such claim, administrative action, or legal action.

33. CHOICE OF LAW: This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Alabama without regard to any conflict of laws provisions. Coach consents to the jurisdiction of any court of the State of Alabama and any federal courts in Alabama, waiving any claim or defense that such forum is not convenient or proper. Coach agrees that any such court shall have personal jurisdiction over Coach and consents to service of process in any manner authorized by Alabama law. By entering into this Agreement, the University does not waive any legal defenses or protections available to it, including, but not limited to, sovereign immunity.

34. HEADINGS: The paragraph headings of this Agreement are for convenience only and are in no way intended to affect the meaning or interpretation of any provision of this Agreement.

35. TAX INDEMNITY: The University entered into a Resolution Agreement and Coach entered into an Agreement and Release of Claims with Coach's prior employer. Should Coach incur any tax liability associated with either or both of these transactions, whether in the coming tax year or in any tax year thereafter, whether through a return or audit process, the University will make Coach whole

for any such tax liability (including any associated penalties and interest) within thirty (30) days of Coach's notice of his payment of the same. The parties' obligations under this Paragraph shall survive termination of this Agreement.

36. NOTICE: All notices, claims, requests, demands and other communications under this Agreement shall be made in writing and shall be deemed given if hand- delivered or overnight mailed, either effective upon receipt, as follows:

To COACH:

Bryan Harsin
392 S. Donahue Drive
Auburn, Alabama 36849

With a copy to:

Russ Campbell and Patrick Strong
Balch Sports
1901 Sixth Avenue North, Suite 1500
Birmingham, Alabama 35203

To UNIVERSITY:

C. Allen Greene, Director of Athletics
392 S. Donahue Drive
Auburn, Alabama 36849

With a copy to:

Office of the President
107 Samford Hall
Auburn, Alabama 36849

Jaime S. Hammer, General Counsel
101 Samford Hall
Auburn, Alabama 36849

36. OPPORTUNITY TO REVIEW: Coach acknowledges that he has had adequate opportunity to review this Agreement and has had time to and did retain legal representation of his choosing to review the Agreement on his behalf. Coach further acknowledges that he is entering this Agreement knowingly and voluntarily.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of _____, 20____.

WITNESS:

Kim E Brown TO

[Signature] TO

AUBURN UNIVERSITY,
A corporation

BY [Signature]
Jay Gogue, President

[Signature]
Bryan Harsin, Head Football Coach

Recommended by:

C. Allen Greene
C. Allen Greene, Director of Athletics

EXHIBIT A

Football Staff

- All Coordinators and/or Associate Head Coaches
- All Assistant Coaches
- All Graduate Assistant Coaches
- All Video Staff
- Director of Football Operations and his/her staff/assistants
- All Non-Coaching Football Staff (including but not limited to any director(s) of scouting, player personnel and/or development, high school relations, quality control, analysts, operations personnel, etc.)
- Head Coach's Administrative Assistant and all other office personnel
- All Equipment Managers and Student Equipment Managers
- Persons who are directly or indirectly under Coach's supervision or subject to his control
- Any employee or student-athlete of Auburn University or representative of Auburn University's athletics interests who is instructed or requested by Coach or a member of the Football Staff (as identified above) to engage in conduct deemed by University, the Conference or NCAA to be Rule Violation(s).

Coach agrees that in the event the title of any of the positions listed above changes during the Term, or if any new positions are added that would fall under the categories listed above, Coach will be responsible for the positions whose title changes and the new positions added to the same extent he is responsible for the positions and employees listed above.