

**RACQUET SPORTS
ENDORSEMENT AGREEMENT
STANDARD TERMS**

All capitalized terms not defined in these Standard Terms are defined in the applicable Supplement into which these terms are incorporated.

I. ENDORSED PRODUCTS – ENDORSEMENT, USE, ADVERTISING AND APPEARANCES. During the Term of this Agreement, Endorser agrees to endorse exclusively in the Territory the Endorsed Products of Wilson Sporting Goods Co. ("Wilson"). Endorser agrees to use exclusively and endorse exclusively the Wilson Playing Racquet and Playing Strings and any other Endorsed Products of Wilson in all professional and personal play, public appearances, media, advertising, and any website operated by or for Endorser. Endorser agrees to use exclusively and endorse exclusively the Wilson Playing Racquet and Playing Strings and any other Endorsed Products of Wilson (or, digital/virtual renderings of such Wilson products) in all digital and virtual appearances, including without limitation, in any digital or electronic games. If Endorser endorses Wilson thermal racquet bags, the Endorser agrees to carry at all times the Wilson Playing Racquet in a Wilson thermal racquet bag of color to be determined by Wilson throughout the Term in its sole discretion. If Endorser endorses other Wilson bags, the Endorser agrees to carry at all times the Wilson bag of color to be determined by Wilson throughout the Term in its sole discretion. Endorser agrees to use exclusively Wilson-branded protective racquet bags/covers (e.g. plastic racquet bags) to protect Playing Racquets on court at all times. No other logo, name, artwork, or advertisements may appear on any portion of such protective racquet bags/covers, without the written consent of Wilson. The Playing Racquets of Endorser shall at all times have the red script "W" trademark of Wilson stenciled upon the Playing Strings. The stencil shall be of a size, type and location to be determined by Wilson. **Unless otherwise specified in the Supplement**, no other logo, name, artwork, or advertisement may appear on the Playing Strings of the Playing Racquet and/or any other portion of the Playing Racquet. No other logo, name, artwork, or advertisement may appear on any portion of the Endorsed Products, without the written consent of Wilson. The stenciling obligation is a material obligation of Endorser under this Agreement. Wilson shall furnish to Endorser a kit consisting of a "W" trademark stencil, dye and other materials necessary for placement of the stencil. It shall be the responsibility of Endorser to place the "W" on all white or natural color racquet Playing Strings, and to obtain replacement stenciling materials from Wilson before they have been exhausted. Endorser also agrees not to purposefully obscure or deface any of the customary Wilson tradenames or logos on the frame or buttcap of any Playing Racquet, or on any other Endorsed Products. During the Term of this Agreement or any extension thereof, Wilson shall supply Endorser with a reasonable amount of Endorsed Products for Endorser's personal use and for Endorser's use in play, practice, exhibitions, clinics, competitions and other tennis events which are open to the public or media. When Endorser ceases use of any such equipment, it shall either be returned to Wilson or be donated to Wilson's product donation program.

This paragraph of Section I shall apply to Endorser, if he/she endorses Wilson apparel products: Badge's Policy: Endorser may wear a badge/patch (hereinafter "badge") on his/her match top, only if all the following conditions are fulfilled: a) the content and branding of each badge has been approved by Wilson; (b) the badge(s) does not contain content or branding of a company manufacturing competitive products with any Amer Sports brands including but not limited to winter and outdoor apparel, winter and outdoor equipment and apparel, fitness equipment, etc.; (c) Endorser uses a maximum of two (2) badges per match top and a maximum of one (1) badge if Endorser wears a sleeveless top or tank top. The sleeves are the only approved location on male & female's match tops. If the Endorser wears a sleeveless top or tank top, then the location should be the opposite side of the Wilson logo; and (d) the size of each badge should be in compliance with the ITF rules regarding badge size.

This paragraph of Section I shall also apply to Endorser, if he/she endorses Wilson apparel products: Endorsements Policy with retailers, shops, commercial websites. Endorser recognizes that Wilson has retail customers around the world and that any agreement to endorse any particular retailer of Wilson brand products may be detrimental to the business of Wilson. Accordingly, Endorser agrees to provide Wilson with a written notification prior to approving any endorsements arrangements with any retailer, shop, commercial website selling Wilson products or products competitive with Amer Sports brands. Wilson shall have to approve or reject any such proposed endorsement agreement. Wilson shall communicate its approval or rejection of such proposed endorsement agreement within thirty (30) days after receipt of Endorser's written notification of the proposed endorsement agreement with such retailer, shop, or commercial website.

The following paragraphs of Section I apply to all contracts:

In addition, Endorser agrees to use other non-endorsed Wilson product when playing with sporting goods equipment (if Wilson makes such products) unless Endorser has a contractual obligation to play with equipment made by another manufacturer.

Wilson or any Amer Sports brands shall have the right to match any endorsements offer made by a company producing and/or selling products competitive with Amer Sports brands. Wilson or any Amer Sports Brands shall communicate its decision of matching such proposed endorsement agreement within thirty (30) days after receipt of Endorser's written notification of the proposed endorsement agreement with such company. Endorser agrees to submit Endorser's written notification of any such proposed endorsement within (30) days of receipt of an offer from such company.

During the Term hereof, Wilson and/or its parent company, shall have the right to use for advertising and publicity purposes the fact that Endorser exclusively endorses and uses exclusively Wilson brand Endorsed Products. Such advertising and publicity uses may include,

corporate publications and reports issued by Wilson and/or its parent company, print advertisements (including posters), packaging, promotional copy, Internet promotional material, sales aids, "hang tags", head cards, catalogs (which catalogs may be utilized and distributed by Wilson in its normal course of business following the expiration of the Term pursuant to Section VII) and/or similar materials which reference or depict Endorser's exclusive use and endorsement of the Endorsed Products. Such advertising uses shall not mean that products related to such advertising are "Signature Products". "Signature Products" are defined in Section II (below).

Endorser shall make the number of Appearances per Contract Year as specified in the Supplement. The Appearances will be on dates and at sites selected by Wilson, but reasonably acceptable to Endorser. The failure of Endorser to make the required number of Appearances or the failure of Endorser to reasonably accept the dates and sites selected by Wilson shall be deemed a material breach of this Agreement; provided the failure of Endorser to make the required number of Appearances, if such failure is due solely to Wilson's failure to request such number of Appearances at mutually agreeable times and places, shall not be deemed to be a breach of this Agreement by Endorser. Wilson will reimburse Endorser for all reasonable and documented travel and accommodation expenses of Endorser and one (1) guest of Endorser incurred in making mutually agreeable Appearances.

II. SIGNATURE PRODUCTS -- PRODUCT AND ADVERTISING RIGHTS; ROYALTIES. This Section II shall apply only if the Supplement enumerates one or more Signature Products in the space provided. Signature Products shall mean only those Endorsed Products which are permanently identified, on the product itself, by way of stamping, decaling or imprinting, with the name, facsimile or authentic signature, initials and/or portrait of Endorser, and/or any nickname or any combination of the foregoing or any symbol that may become popularly associated with the name, likeness and/or initials of Endorser. Endorsed Products marketed by Wilson with Endorser on removable, detachable, or disposable media, such as hangtags, headcards, packaging or other point-of-purchase materials shall not be deemed to be Signature Products. Endorser hereby grants to Wilson for the Term of this Agreement the exclusive worldwide right and license to manufacture (or to have manufactured), sell, advertise, distribute and in all other ways to deal in the Signature Products. Wilson's advertising rights for Endorsed Products shall extend as well to Signature Products.

Wilson shall pay Endorser the Percentage Royalty on Net Sales of Signature Products. Wilson shall not be obligated to manufacture or sell any specific number of Signature Products. Net Sales means the aggregate invoice price of all sales of Signature Products by Wilson, successors to Wilson, any corporations or other entities controlled by Wilson and licensees of Wilson, less freight, sales taxes, rebates to consumers or the trade, returns, discounts and allowances. Sales shall be deemed to take place at time of shipment by Wilson. No products shall be subject to royalty on account of an intracompany sale. For each Contract Year, Wilson shall pay Endorser within 60 days after the end of the Contract Year the greater of: the Percentage Royalty on Net Sales of Signature Products, or the Guaranteed Minimum Compensation, as discussed below.

III. TERM. The Term of this Agreement is stated in the Supplement. Unless otherwise specified in the Supplement, Contract Year means the 12-month period commencing upon the initial day of the Term of this Agreement, and immediately subsequent 12-month periods thereafter in the event this Agreement has a Term of greater than one year or is extended or renewed. **The following provision shall apply only if so stated in the Supplement:** Endorser agrees not to engage in negotiations for the endorsement of products competitive with the Endorsed Products before 60 days prior to the expiration of this Agreement. If Endorser receives a bona fide offer to endorse products which are competitive with the Endorsed Products within 60 days prior to expiration of this Agreement or within 90 days after expiration, then prior to accepting such offer, Endorser shall present in writing to Wilson proof of the existence of such offer and the terms thereof. If Wilson matches the other offer within fifteen (15) days after receipt of the competing offer, then the Endorser shall decline the competing offer and the parties shall promptly execute an agreement containing the substance of the matched terms.

IV. TOURNAMENT COMPETITION. Endorser agrees that in each Contract Year Endorser will qualify or attempt to qualify in the main draw of the singles competition in the number of Professional Tennis Tournaments specified in the Supplement which are known as ITF Grand Slam, Olympics, ATP or WTA Tour Finals, or Challenger events and/or tour events of the Association of Tennis Professionals (for men) or Women's Tennis Association (for women). Notwithstanding the foregoing, with the limited exception of the Olympics, in no event will an exhibition, team (i.e., Davis/Fed Cup or ARAG World Team Championship), or other special event be counted as a Professional Tennis Tournament. Unless otherwise specified in the Supplement, if Endorser is eligible for junior events, ITF Junior Events will be considered Professional Tennis Tournaments for the purposes of this section, for those Contract Years in which Endorser is eligible for such events. As part of the required number of tournaments, Endorser must play in or attempt to qualify for the Grand Slam tournaments specified in the Supplement in each Contract Year. Unless otherwise specified in the Supplement, if Endorser is eligible for junior events, Junior Grand Slams will be considered Grand Slam tournaments for the purposes of this section, for those Contract Years in which Endorser is eligible for such events. For purposes of this paragraph an attempt to qualify in a tournament shall mean participation in the qualifying event for the main draw of the tournament. A tournament shall not qualify as a Professional Tennis Tournament hereunder unless the tournament draw and the total tournament prize money (paid on site) is as specified in the Supplement.

V. GUARANTEED MINIMUM COMPENSATION. Provided Endorser satisfies the provisions of Sections I and IV, Wilson agrees to pay Endorser a Guaranteed Minimum Compensation for performance hereunder in the amount stated in the Supplement. Should Endorser in any Contract Year fail to participate in the required minimum number of Professional Tennis Tournaments as specified in the Supplement, then the Guaranteed Minimum Compensation for that Contract Year shall be reduced by a fraction (the numerator of which shall be 1 and the denominator of which shall be the required minimum number of such tournaments) for each required event in which Endorser did not participate; provided, that the reduction shall be 33% for each instance of Endorser's failure to compete in the required number of the "Grand Slam" tournaments. Subject to the conditions below, the Guaranteed Minimum Compensation for each Contract Year shall be payable in two (2)

equal installments, semi-annually in arrears, unless otherwise specified in the Supplement. Notwithstanding the foregoing, in any Contract Year in which reductions in the Guaranteed Minimum Compensation have the reasonable potential to amount to a reduction of over 50% of the Guaranteed Minimum Compensation, Guaranteed Minimum Compensation shall be payable in one (1) installment at the end of such Contract Year. It shall be the duty of the Endorser to submit an invoice for each installment of the Guaranteed Minimum Compensation. The invoices described above shall be submitted between May 1 and June 30 for the first installment and November 1 and December 15 for the second installment. Failure by Endorser to provide an invoice within 30 days of the periods stated above shall release Wilson of its obligation to pay the applicable installment of the Guaranteed Minimum Compensation. Unless otherwise stated in the Supplement, reductions of or bonuses to the Guaranteed Minimum Compensation (if applicable) shall be applied in the following order:

Step 1. Start with the Contract Year Guaranteed Minimum Compensation paid or to be paid for such Contract Year

Step 2. Apply Ranking Bonus or Reduction to such Guaranteed Minimum Compensation (if any)

Step 3. Apply Minimum Tournament Reductions to such Guaranteed Minimum Compensation (if any)

*Bonuses for Tournament wins shall be paid pursuant to Section VI below and shall not apply to the above calculation.

The Parties agree that, in the event Wilson's payment of Guaranteed Minimum Compensation in any given Contract Year amounts to an overpayment of Guaranteed Minimum Compensation based on Endorser's year-end reductions, Wilson shall have the option to either: (1) invoice Endorser for the amount of the overpayment (in which case, Endorser shall pay the overpayment amount within 30 days) or (2) take a credit on future payments of Guaranteed Minimum Compensation until the overpayment has been fully credited. If the Supplement does not state the required minimum number of Grand Slams, then three of the four Grand Slams shall be the minimum required. If the Supplement does not state the required minimum number of Professional Tennis Tournaments, then twenty-one (21) Professional Tennis Tournaments shall be the minimum required. Unless otherwise stated in the Supplement, Endorser's ranking as it relates to any applicable ranking reduction or ranking bonus as specified in the Supplement and/or Performance Bonus Schedule shall be calculated by taking the Endorser's average weekly published ATP or WTA ranking for the relevant Contract Year (e.g., adding all of the Endorser's published ATP or WTA weekly rankings and dividing by the number of published ATP or WTA weekly rankings per Contract Year). In the event the Supplement or Performance Bonus Schedule refers to "year-end ranking", Endorser's ranking as it relates to any applicable ranking reduction or ranking bonus shall refer to the last weekly ranking published by the ATP or WTA before the end of the Contract Year.

VI. PERFORMANCE BONUS COMPENSATION. This Section VI shall apply when the Supplement contains a Performance Bonus schedule or compensation. Provided Endorser satisfies the provisions of Sections I and IV, Wilson agrees to pay Tournament Bonus compensation to Endorser based upon Endorser's performance in the tournaments listed in the attached Performance Bonus Schedule. The terms of the Performance Bonus Schedule are incorporated into this Agreement. The amounts of said Tournament Bonuses shall be based upon tournament draw and Endorser's finishing position, both of which shall be verified by Endorser to Wilson. Endorser shall use best efforts to provide evidence or confirmation of earned Tournament Bonuses to Wilson within 60 days of the conclusion of the applicable tournament, which confirmation shall include a copy of the tournament draw. Verification of tournament results shall be made by Wilson based upon publications in International Tennis Weekly or a similar industry guide. Earned Tournament Bonuses are payable 60 days after receipt by Wilson of written confirmation from Endorser. Failure by Endorser to provide an invoice with an accompanying draw sheet within the earlier of (a) 180 days after the conclusion of the event or (b) the end of the calendar year in which the applicable event took place, shall release Wilson of its obligation to pay the Tournament Bonus.

Wilson agrees to pay the Ranking Compensation to Endorser if, and to the extent, so provided in a schedule contained in the Performance Bonus Schedule. Unless otherwise stated in the Supplement, Endorser's ranking as it relates to any applicable ranking reduction or ranking bonus as specified in the Supplement and/or Performance Bonus Schedule shall be calculated by taking the Endorser's average weekly published ATP or WTA ranking for the relevant Contract Year (e.g., adding all of the Endorser's published ATP or WTA weekly rankings and dividing by the number of published ATP or WTA weekly rankings per Contract Year). In the event the Supplement or Performance Bonus Schedule refers to "year-end ranking", Endorser's ranking as it relates to any applicable ranking reduction or ranking bonus shall refer to the last weekly ranking published by the ATP or WTA before the end of the Contract Year. Compensation payable pursuant to this paragraph shall be paid within 30 days after the end of each Contract Year, subject to receipt by Wilson of an invoice from Endorser or Endorser's representative. In the event Endorser fails to satisfy the provisions of Sections I and IV there shall be no Ranking Compensation for that Contract Year, unless with respect to the stenciling obligations, the failure to stencil the racquet is due to circumstances beyond Endorser's control as set forth in Section VII(a) hereof. In addition, if there is any percentage reduction to the Guaranteed Minimum Compensation under the terms of this Agreement for any Contract Year, there shall be a similar percentage reduction to any Ranking Compensation for that Contract Year.

VII. TERMINATION. Endorser agrees that Wilson shall have the right to terminate this Agreement upon immediate written notice to Endorser in the event that: (a) Endorser fails to display the "W" stencil as required in Section I of this Agreement except when the failure to display the stencil is due to the following circumstances beyond the control of Endorser: all Playing Racquets are lost or stolen, or all strings on Endorser's Playing Racquets have been broken, before or during a match and there is no reasonable opportunity to apply the "W" stencil to new racquets or strings before or during the match; or (b) Endorser has engaged in conduct resulting in a conviction of a crime involving moral turpitude, or Endorser is charged with a crime involving use or possession of controlled substances, or it is otherwise found that Endorser has engaged in conduct which insults or offends community or moral standards and (in any of such cases) the event materially reduces the endorsement benefits bargained for by Wilson under this Agreement; or (c) Endorser dies or is permanently disabled from playing tennis; or (d) Endorser fails to compete in the main draw of the singles competition of at least one tournament qualifying under Section IV during any period of 6 consecutive months; or (e) Endorser fails to endorse exclusively and use exclusively the Endorsed Products, unless otherwise agreed by Endorser and Wilson; or (f) Endorser publicly announces full retirement from tennis; or (g) Endorser breaches any other material term of this

Agreement and fails to cure such breach within 30 days after receiving written notice from Wilson specifying the event of breach. With respect to termination under subsections (a),(b),(c) and/or (g) and above or if Endorser indicates his/her anticipated breach of such subsections, Wilson shall, without limitation on Wilson's other rights and remedies, be entitled to the Damages for Endorser's Breach as stated in the Supplement, if any, per each month of the Term that this Agreement would have been in effect had Endorser not breached this Agreement. With respect to termination under subsection (c), (d), and/or (f) above, any Guaranteed Minimum Compensation for the Contract Year of termination shall be pro-rated based upon the number of days during the Contract Year this Agreement was in effect, and any Performance Bonuses earned prior to the effective date of termination shall be paid to Endorser. For the purposes of this Section VII, paragraph (a) shall only apply to Endorser, if he/she endorses Wilson tennis racquets.

Wilson agrees that Endorser shall have the right to terminate this Agreement upon immediate written notice to Wilson in the event that: (a) Wilson is adjudicated as insolvent, declares bankruptcy, or fails to continue its business of selling Endorsed Products; or (b) Wilson fails to make timely payment of any sums due Endorser under this Agreement and fails to cure such breach within 15 days after receiving written notice from Endorser specifying the event of non-payment; or (c) Wilson breaches any other material term of this Agreement and fails to cure such breach within 30 days after receiving written notice from Endorser specifying the event of breach.

Upon the expiration or termination of this Agreement or any extension or renewal thereof, all other obligations hereunder shall cease, except that: (1) Wilson shall remain liable to pay any sums of money still due Endorser in accordance with the terms herein provided, (2) for a period of 180 days after termination, Wilson may continue to sell and dispose of Endorsed Products and/or Signature Products and related packaging and promotional materials utilizing the endorsement rights granted herein, which Wilson has at the time of termination in inventory, or in work-in-process (provided that Wilson may continue to distribute its entire stock of catalogs printed prior to termination). Wilson will within sixty (60) days of such expiration or termination deliver to Endorser a closing inventory of all such Endorsed Products and Signature Products and shall continue to pay Endorser the Percentage Royalty on the post-termination Net Sales of Signature Products as specified in the Supplement.

VIII. DEVELOPMENT OF INTELLECTUAL PROPERTY. With respect to trademarks, trade names or service marks which relate to or include any reference to Endorser and the Endorsed or Signature Products, and which do not directly relate to or include any reference to Wilson or its existing or proposed trademarks, trade names or service marks, Endorser agrees to take reasonable steps, at the request of Wilson and at Wilson's expense, to obtain registrations of such trademarks, trade names or service marks. It is agreed that all such registrations will be in the name of Endorser, and upon the granting of such registrations, Endorser agrees to grant to Wilson a royalty-free license to use such trademarks, trade names, or service marks, which license shall be coterminous and co-extensive with the Term of this Agreement. With respect to new product ideas or improvements to existing products developed by Endorser on Endorsed Products during the Term, Endorser agrees to submit to Wilson any such ideas for Wilson's right of first negotiation. Wilson shall accept or reject the idea or offer within 30 days of such submission. If the parties do not come to an agreement, Endorser's independent utilization of the idea shall not be in conflict with the terms and conditions of this Agreement.

IX. NO CONFLICTING AGREEMENTS. Endorser warrants and represents that Endorser does not have, and during the Term will not have, any commitments, contracts or relationships with any entity or person which is in conflict with the terms, conditions, and understandings contained in this Agreement or which will be breached by execution, delivery or performance of this Agreement by Endorser.

X. MISCELLANEOUS – APPROVALS, AGENCY DESIGNATION, INDEMNITY, NO EMPLOYMENT/AGENCY RELATIONSHIP, ENTIRE AGREEMENT, NO WAIVER, GOVERNING LAW, MEDIATION, NOTICES, AND CONFIDENTIALITY. (a) Wilson shall furnish for Endorser's approval, copies/samples of all advertising, packaging, other promotional material utilizing Endorser's endorsement, as well as Signature Products, to Endorser for approval, which shall not be unreasonably withheld or delayed. Such items shall be deemed approved if not reasonably disapproved by Endorser within 5 business days after receipt; (b) Endorser may agree to delegate requested approvals and other decisions hereunder to Endorser's designated agent, after which designation Wilson shall deal directly with the agent until notified otherwise in writing by Endorser; (c) Wilson agrees to protect, indemnify and save Endorser harmless from and against any and all expenses, damages, claims, suits, actions, judgments and costs whatsoever, including attorneys' fees, arising out of, or in any way connected with any claim or action for personal injury or otherwise involving advertising or promotional materials utilizing the Endorser's endorsement, or defects in the Endorsed Products, or actions taken by Endorser to perform Endorser's obligations under this Agreement, provided Endorser has not negligently caused the injury in question and provided Endorser notifies Wilson in writing of the existence of any such claims, suits or actions within 20 days of notice thereof to Endorser, further provided that Endorser unconditionally tenders the entire defense of said claim, suit or action to Wilson, which shall have sole authority to retain counsel subject to the approval of Endorser, which approval shall not unreasonably be withheld, to settle, litigate or otherwise proceed in whatever manner Wilson may determine in its discretion; (d) Nothing herein shall be construed so as to constitute Endorser as an employee or agent of Wilson for any purpose whatsoever; (e) This Agreement constitutes the entire understanding and agreement between Wilson and Endorser and cannot be altered or modified except by an agreement in writing signed by both parties. All prior negotiations, understandings and agreements, whether oral or written, are null and void; (f) The failure of Wilson or Endorser at any time to demand strict performance by the other of any of the terms, covenants, or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of said terms, covenants and conditions; (g) It is the mutual desire and understanding of the parties that the rights and obligations created hereby shall be construed in accordance with the law of the State of Illinois and this Agreement shall be deemed to have been executed at Chicago, Illinois; (h) The parties shall attempt to resolve all disputes arising under this Agreement by submitting themselves, prior to the filing of any court documents, to a face-to-face non-binding mediation process held in Chicago, Illinois; (i) All notices required hereunder or made pursuant to this Agreement shall be delivered to the following addresses via certified or registered mail, express mail or electronic facsimile

transmission. Notices shall be deemed received within 5 business days after mailing by certified or registered mail, or upon evidence of actual receipt after mailing by express mail services or sending by facsimile transmission. Notices shall be sent to Wilson at: 130 E. Randolph Street, Suite 600, Chicago, Illinois 60601, Attn: General Manager, Racquet Sports Division. A copy shall also be sent to Wilson's General Counsel at the same address. Notices shall be sent to Endorser at the address shown in the Supplement; (j) **Endorser and Wilson agree to keep all terms of this Agreement strictly confidential**; (k) The parties agree that a printed version of an electronic copy of the fully executed Agreement (including but not limited to printed versions of PDF file formats, JPEG file formats, and TIFF file formats) shall be satisfactory evidence of the contract for enforcement or evidentiary purposes. Neither party shall require the other to have the original signed copy if a party instead has elected to maintain its records in an electronic form. The parties further agree that signatures delivered by PDF file formats, JPEG file formats, TIFF file formats and/or by facsimile transmission are sufficient to create a fully executed and binding agreement hereunder.

XI. CORPORATE STATUS OF ENDORSEMENT RELATIONSHIP. If Endorser is a corporation or other entity which represents a player's endorsement interests or holds the relevant rights of such player (e.g. image, name, likeness) and is the contracting party to this Agreement, then all references to Endorser herein shall be deemed to be references such corporation, provided references to Endorser shall be deemed to be references to player where the provision requires the personal services of such player which cannot be provided by the Endorser. Such player agrees that he/she shall remain responsible for the performance of such services and agrees to execute the Supplement and, by virtue of such execution, guarantees with player's services the performance of Endorser's obligations under this Agreement.