

LAB 111 SPORTS

ATHLETE-OWNED TRADING CARD PROGRAM AGREEMENT

Effective Date: _____ Athlete Legal Name: _____

Athlete Address: _____

This Athlete-Owned Trading Card Program Agreement (“Agreement”) is between Lab 111 LLC, doing business as Lab 111 Sports (“Lab 111”), and the undersigned athlete (“Athlete”). The parties agree as follows:

1. Program and Initial Collection

Lab 111 will develop an initial collection of fifty (50) physical trading cards featuring Athlete: twenty-five (25) base cards and twenty-five (25) autographed cards. Athlete will supply or approve suitable photographs, biographical information, and other content and will sign the designated twenty-five cards or approved signature materials in accordance with authentication instructions. No additional cards, reprints, or specialty editions are authorized without mutual written approval of quantity, design, price, cost allocation, and revenue share.

2. Athlete Ownership; Limited License

Athlete retains all rights Athlete owns in their name, image, likeness, signature, and personal brand. Athlete grants Lab 111 a nonexclusive, worldwide, royalty-free (apart from the agreed revenue share), limited license during the Term to reproduce and use approved Athlete materials solely to design, manufacture, authenticate, advertise, distribute, and sell cards and related program listings. Lab 111 retains ownership of its preexisting trademarks, systems, templates, and original design elements, excluding Athlete-owned materials. Ownership of physical inventory and unsold stock is governed by Section 10. Neither party may represent that the Athlete owns Lab 111 intellectual property or that Lab 111 owns Athlete publicity rights.

3. Enrollment Election

Athlete must initial one option below (not both):

____ OPTION A — FREE ENROLLMENT: No initial enrollment fee. Athlete receives 50% and Lab 111 receives 50% of Net Sales Receipts.

____ OPTION B — ATHLETE OWNERSHIP PLUS: Athlete pays a one-time, nonrefundable \$200 enrollment fee after signing, except where Lab 111 materially fails to perform. Athlete receives 70% and Lab 111 receives 30% of Net Sales Receipts.

The selected split applies to approved individual-card sales and auctions unless a separate written specialty-edition addendum states otherwise. The fee is not a purchase of additional intellectual-property rights.

4. Pricing and Estimated Collection Retail Value

Initial suggested retail prices may begin at \$14.99 for an individual card, with selected autographed, premium, or limited editions starting at \$24.99 or higher. Depending on the approved edition and sales strategy, retail prices may range up to \$149.99 per card; all card categories may be priced

anywhere within the agreed range based on rarity and demand. Lab 111 will consult Athlete before setting or materially changing listed prices. For illustration only, fifty (50) cards at \$14.99 each yield \$749.50 in potential gross retail sales; fifty (50) cards at \$149.99 each yield \$7,499.50. If 25 base cards sold at \$14.99 and 25 signed cards at \$24.99, potential gross retail sales would be \$999.50. These calculations assume every card sells at the stated price and exclude specialty cards and auctions. They are not appraisals, guarantees, expected earnings, or statements of secondary-market value.

5. Auctions and Specialty Editions

Subject to written Athlete approval, Lab 111 may offer rare numbered cards such as 1/1, 1/5, or 1/11 in auction format. Suggested opening bids begin at \$100 or more; a 1/1 may be listed at \$500 or more, but any opening bid, reserve, minimum increment, and auction platform must be approved before launch. Opening bids do not establish market value or guarantee a sale. Any additional specialty card production, numbering, authentication, or auction-specific costs require a written addendum. The parties will not market speculative appreciation or guaranteed investment returns.

6. Net Sales Receipts and Payments

“Gross Sales” means amounts actually collected from purchasers for cards and auctions, excluding separately charged sales tax and shipping. “Net Sales Receipts” means Gross Sales less refunds, chargebacks, payment processing fees, marketplace/auction commissions, and discounts approved by both parties. Ordinary design, printing, packaging, and fulfillment labor are covered by Lab 111’s share and may not be deducted again unless specifically agreed in writing. Lab 111 will provide a monthly statement by the 15th day of the following month and pay Athlete’s undisputed share within fifteen (15) days thereafter by an agreed payment method. Lab 111 may hold reasonable reserves only for documented pending returns or chargebacks and will reconcile them within sixty (60) days. Athlete may request supporting transaction records and, on reasonable notice no more than once per year, audit program sales records at Athlete’s expense.

7. Production, Authentication, and Fulfillment

Lab 111 will coordinate design, initial production, reasonable quality control, listings, customer service, and shipping of the initial collection. Lab 111 will issue or arrange appropriate certificates or authentication records for signed cards where offered; third-party authentication (including JSA) is not guaranteed unless expressly stated in an addendum. Athlete will sign genuine signatures only and follow handling and shipping instructions. Both parties will promptly disclose suspected counterfeit, unauthorized, or misrepresented cards.

8. Marketing; Athlete Approvals

Lab 111 may promote the approved cards through its website, social channels, email, events, and partner marketplaces. Athlete approves final card proofs and any use of personal endorsements or sponsor logos in writing, including email. Athlete is not obligated to post a fixed number of promotional messages unless specified in a separate campaign schedule. Neither party may imply endorsement by a league, team, or third-party sponsor without authorization.

9. Term and Termination

The initial term is twelve (12) months from the Effective Date and renews only by mutual written agreement. Either party may terminate for material breach if the breach remains uncured fifteen

(15) days after written notice. Either party may terminate without cause on thirty (30) days' written notice. Accrued payment obligations survive termination. After termination Lab 111 must stop new manufacturing and new use of Athlete publicity rights, except for a mutually approved sell-off of existing inventory under Section 10 and records needed for compliance.

10. Inventory and End-of-Term Sell-Off

Unless the parties agree otherwise in writing, Lab 111 owns the manufactured physical inventory until sold, while Athlete retains the rights described in Section 2. Within thirty (30) days after termination, Lab 111 will report unsold quantities and offer Athlete the opportunity to purchase remaining cards at documented direct unit production cost plus actual shipping. If Athlete declines, Lab 111 may sell existing approved inventory for up to ninety (90) days at the agreed revenue split, after which remaining inventory will be returned to Athlete at shipping cost or destroyed at Athlete's written election. No new cards may be manufactured during sell-off.

11. Representations, Liability, and Disputes

Each party represents it has authority to enter this Agreement and will comply with applicable laws. Athlete warrants that Athlete has the right to license supplied images and materials or will identify any third-party permissions needed. Lab 111 warrants that its original work will not knowingly infringe third-party rights. Neither party guarantees sales or collector demand. Except for fraud, willful misconduct, confidentiality violations, infringement, or unpaid amounts, neither party is liable for indirect or consequential damages. Florida law governs. Before litigation, the parties will attempt good-faith negotiation for thirty (30) days. Courts in Palm Beach County, Florida will have jurisdiction, subject to applicable law.

12. Miscellaneous

The parties are independent contractors, not partners or agents. Neither party may transfer this Agreement without the other's written consent, except to a successor to substantially all related business assets that assumes these obligations. This Agreement and signed addenda are the entire agreement and may be amended only in writing. Notices may be sent to the email addresses provided below with confirmation of receipt. Electronic signatures and counterparts are permitted. If a provision is unenforceable, the remainder remains effective.

SIGNATURES

LAB 111 LLC (d/b/a LAB 111 SPORTS)

ATHLETE

Authorized Signature: _____

Signature: _____

Printed Name / Title: _____

Printed Name: _____

Date: _____

Date: _____

Email: _____

Email: _____

Draft for business review; have Florida counsel review before execution, including athlete NIL rights, tax treatment, minor-athlete consent, and applicable consumer protection requirements.