

SPONSORSHIP AGREEMENT WITH SALOMON

BETWEEN THE UNDERSIGNED

SALOMON SA,

a limited company registered at the Trade Register of Annecy - France
under number B 325 820 751
Having its head office at lieudit "La Ravoire" Metz-Tessy (74) France
Postal address : 74 996 ANNECY CEDEX 9 FRANCE

Represented by **Mr. Lionel FAVRET**,
duly appointed to this effect

Hereafter named « **Salomon** ».

ON THE ONE HAND

AND

Date of birth :

Residing :

Declaring to be duly registered as an independent contractor for the purposes herein.

Hereafter named « **the Athlete** »

ON THE OTHER HAND

In the framework of the management of its development budget allocated for advertising and promotion of its products, brand and image in public, the SALOMON company, one of the world leaders for wintersports, wishes to enter into a sponsorship agreement with the « **Athlete** ».

On his part, the « **Athlete** », highly skilled athlete in skiing and more generally in wintersports, seeks to obtain equipment and financial support from SALOMON to enable and facilitate his performances and reach his sports objectives.

The agreement shall supersede any previous one made between the parties.

This being exposed, the following can be agreed upon and settled :

ARTICLE I - OBJECT OF THE AGREEMENT

The object of this agreement is to define the reciprocal obligations of the parties in the framework of a sponsorship operation according to which « **Salomon** » agrees to supply equipment and financial compensation to the « **Athlete** » in return for publicity and promotional activities by the latter for the benefit of the former.

ARTICLE II - OBLIGATIONS OF THE COMPANY

II - 1 SUPPLY OF EQUIPMENT

During the entire period, « **Salomon** » will supply the « **Athlete** », in reasonable quantities: Salomon ski equipment especially in the field of alpine ski : **skis, boots, bindings** (hereinafter all together referred to as Equipment or product) hereto necessary to his sports activity (racing - training- public and media appearances) as per appendix A. In addition, **Salomon** may supply the **Athlete** with helmets, ski gloves, bonnets, backpacks and ski poles, if needed by the **Athlete**.

The **Athlete** recognizes that as much for safety as for confidentiality reasons linked with the technical evolution of the equipment, the latter are made available to the **Athlete** as a loan, for his exclusive use.

To that effect, the **Athlete** agrees to take every precaution necessary to prevent a third party from using it and in the opposite case will bear full responsibility of the consequences of such a use. The **Athlete** shall take care of the equipment and maintain it in perfect condition.

For this reason, all the equipment must be returned at the end of each season at the very latest or once the **Athlete** has no further use of it in the framework of this agreement.

In addition, this restitution should be immediate in case of an early termination of this agreement in the framework of the provisions of article « EARLY TERMINATION ».

II - 2 FINANCIAL COMPENSATION

In full consideration of 1/the right to exploit the Athlete's name, image, voice, signature, statements and all linked personal rights for publicity advertising or commercial purposes, 2/the agreement of the « **Athlete** » to exclusively endorse the equipment and make himself available for days of personal appearances as defined in appendix A and services , 3/especially the assignment of intellectual property rights hereunder and 4/ the availability of the Athlete for a certain number of days of special appearance per contractual year, « **Salomon** » will pay him the lump sum defined in appendix A, which also takes into account the ranking of the Athlete.

EXPENSES :

Salomon will reimburse, after prior and written approval, the airfare travel (economy) and reasonable travel, lodging and meal expenses incurred by the Athlete alone in connection with his appearances and according to the here enclosed incentive schedules **up to 5 000 USD** (five thousand) **for the contractual sport season**. The Athlete will submit written receipts for such travel expenses.

ARTICLE III - OBLIGATIONS OF THE ATHLETE

III-1 MATERIAL OBLIGATIONS

In return for the execution by « **Salomon** » of its contractual obligations, the **ATHLETE** agrees to :

- during the term of this agreement, use and endorse exclusively, on a worldwide basis, the Equipment during the races, training, or any other appearance and event, as well as for the Athlete's private ski, and also whenever the Athlete is engaged in any promotional, television or other occasion connected with sports.
- show the said Equipment during races or events or any ski or sports meeting in which the Athlete participates and where the Athlete is present in compliance with the rules applicable to this sport (in the finish area of a race, during the medal ceremony...) in such a way that the SALOMON logo and brand are clearly visible in films, T.V. broad casts and even for the spectators.
- indicate and make it clearly known that the Athlete benefits from Equipment and sponsorship from « **Salomon** », during the Athlete's written or oral press statements, as well as during any public relations appearance or event in which the Athlete participates.
- make no adverse public statement or comment concerning the Equipment made available to the Athlete by « **Salomon** » that could be detrimental to its reputation.

- make sure that during the contractual period the Athlete's name or person does not appear in an advertising context in the presence of any competitors of « **Salomon** ».
- not to use or directly or indirectly endorse any product or equipment which would be identical or similar to the Salomon Equipment and which would be manufactured by or bear the name, mark or logo of any company other than the companies of the Salomon Group, or to replace, cover up or alter the logo / marks / signs / design of the Salomon Group in any way, or simply put any additional logos on the Equipment.
- the **Salomon's** logo or trademarks or tradenames, as will be determined by **Salomon**, shall be placed on all of the **Salomon** products so that **Salomon** always appears as the **Athlete's** primary sponsor. The logos, brands, etc. of **Salomon** Group's privileged partners shall appear on certain or all of the **Salomon** products (determinate by **Salomon**) following the agreement of both parties. The logos, other than the **Salomon's** Group logos shall not appear on the Salomon products except prior and written consent of Salomon. Any agreement on logos shall have to remain in compliance with applicable competition rules, if the **Athlete** participates in a contest.
- not promote competitors' Equipment and not participate in any events organized by a competitor.
- keep « **Salomon** » informed of all proposals that the Athlete receives from any other competitor company as well as the Athlete's decision to abandon the Athlete's sporting activities.
- to be available for a certain number of days of special appearances as defined in appendix A. Parties shall faithfully organize these appearances by respecting the Athlete's competition schedule and prior commitments.

III-2 SOCIAL AND SPORTING LIFE

The Athlete shall refrain from any act or behaviour that may exclude himself from the ski community or the sporting community as a whole.

The Athlete shall constantly and positively take care of its personal image within the ski community. He shall among others establish and/or maintain good relationship with the press and the ski federations or organizations.

The Athlete shall provide SALOMON with regular written or oral summary of his activities, media and press publicity which resulted from these activities and competition results.

The Athlete shall maintain himself in excellent physical and training condition.

III-3 REPRESENTATIONS - WARRANTIES - ASSUMPTION OF RISKS - RELEASE - INSURANCE

3.3.1) The Athlete represents and warranties that :

- the **Athlete** is in a good physical and mental conditions
- the **Athlete** is a highly-skilled and experienced professional skier
- the **Athlete** understands that skiing and other recreational and competitive activities involve inherent and other risks of INJURY and DEATH and
- the **Athlete** VOLUNTARILY AGREES TO ASSUME ALL RISKS OF INJURY AND DEATH that may result from the Athlete's participation in ski and other recreational and competitive activities, which relate in any way to the use of any equipment provided under this agreement, or from activities related in any way to performance under this agreement.
- the **Athlete** represents and warrants that the Athlete can faithfully enter into this agreement.

3.3.2) RELEASE

The **Athlete**, on behalf of himself, Athlete's heirs, successors and assigns agrees to release SALOMON, Salomon Group, their distributors, employees, owners, affiliates, agents, landowners, officers, directors and their successors in interest (« sponsors ») from all liability for injury, death, and property loss and damage that results from participation in ski and other recreational and

competitive activities, which relate in any way to the use of equipment provided under this agreement, or from any activities related in any way to performance under this agreement.

3.3.3) INDEMNIFICATION

The **Athlete** shall indemnify, defend and hold SALOMON, Salomon Group, their distributors, employees, owners, affiliates, agents, landowners, officers, directors and their successors in interest (« sponsors ») harmless from any liability, loss or expense incurred by any of them in connection with any claim, suit or action against any of them (other than to the extent such claim, suit is linked to an act or omission of SALOMON linked to a defective product) arising out of any of Athlete's acts or omission or negligence towards them or any third party in or during the performance of this agreement, provided SALOMON shall give prompt written notice to the Athlete of any such claim, suit or action and give the Athlete information (if and when appropriate) for the instruction and handling of the claim.

Control of litigation. Salomon, at its option, shall have the right to control the defense of any and all claims, suits or actions referred to in this paragraph. The **Athlete** agrees to cooperate in any such claim, suit, or action defended against by SALOMON, at SALOMON's request and expense. The Athlete shall have no rights against Salomon Group for damages or other remedies by reason of any determination of SALOMON not to act or any settlement to which SALOMON may agree with respect to any such claim, suit or action ; Nor shall any such determination of SALOMON or such settlement by Salomon affect the validity or enforceability of this agreement.

3.3.4) INSURANCE

The **Athlete** declares and warrants to be correctly insured for the performance of the Athlete's activities under this agreement especially for civil liability, repatriation and accident.

3.3.5) The **Athlete** accepts that collected information including his name, address and personal specificities be stored on computer files and be used by **Salomon** and its contractors for its Salomon's activities. The **Athlete** shall have access of this computerized information at the first demand and is entitled to require at any time not to appear on any computer file.

III-4 USE OF THE NAME LIKENESS AND OTHER PERSONAL RIGHTS

The Athlete gives « **Salomon** » and the Salomon Group, its subsidiaries, affiliates and partners, especially partners for specific media or advertising actions which can be completely independent from the Salomon Group but willing to promote the Salomon brand and Equipment, the worldwide right and license to exploit for promotions, advertising and sales of the Equipment in this agreement, the Athlete's name, first name, last name, signature, image, renown, statements, voice, appearance, as well as photos and films shot during the performance of this agreement, competitions, training or sessions agreed upon to this effect and on any support such as but not limitatively, videos, television, radio, electronic media, the internet, cd-roms, signature line products (pro model), posters, stickers, notices, audiovisuals documents, articles or publications distributed in the press, to the clientele or internally or for any use aiming at promoting SALOMON's brands, values or products. The Athlete agrees not to receive royalties or additional compensation for such use, it being understood and agreed to by the parties that the consideration for such use is encompassed by the compensation above mentioned and/or supply of equipment. The same rights are granted to the Salomon Group to ensure a suitable corporate communication for the Group and promote the brands and products object of this agreement. The Athlete also agrees that all the rights granted above could be used by specific privileged partners like SAAB, GORETEX (or equivalent) unless this use violates the rights of third party. The Athlete shall not unreasonably refuse such an utilization. In order to avoid any contractual conflict, the Athlete shall previously and automatically keep inform Salomon of his other sponsoring agreement.

Salomon and/or the Salomon Group shall own all the copyrights and intellectual property rights on any material created in the framework and during the execution of this agreement.

The above authorization is given on a worldwide basis for the duration of this agreement and one year thereafter. Any stocks constituted before the above deadlines will be used freely.

In addition, **Athlete** gives **Salomon** and its subsidiaries, affiliates and partners, especially partners for specific media and advertising actions unrestricted right of use in time (perpetual use), space (worldwide) medium as mentioned hereabove for three videos and six photographs per contractual year.

All use beyond this aforementioned period should be explicitly and restrictively in relationship with the results obtained during the said period or for use in a museum or retrospective promotional action and will not be the object of financial compensation.

Salomon shall take care to respect the Athlete's image.

The Athlete waives any right to inspect or approve any finished material.

In case of termination of this agreement on the part of the Athlete, or due to a breach of one of the Athlete's contractual obligations, or in case of death during the contractual period, the latter or the eligible party cannot oppose the exploitation of the Athlete's name and image and personal rights as indicated in the agreement and for the duration of the period stated above.

ARTICLE IV – INVOICING/PAYMENTS AND CURRENCY

Prior to all payments made by « **Salomon** », in application of this agreement, Athlete will send corresponding invoices on the agreed dates.

Payments shall be 30 days end of the month the 10th.

The Athlete is aware that all the payments related to this agreement are in US Dollars and is the Athlete responsibility and assumes all charges related to currency conversion. Regarding all the payments, "Salomon" shall be free to retain all necessary taxes or equivalent if and when applicable.

ARTICLE V - TECHNICAL RELATIONS

As the Athlete is concerned about improving his performances, the Athlete offers to communicate to « **Salomon** » his technical evaluations of the quality, performance or design of the equipment at the Athlete's disposal. As such, « **Salomon** » accepts that the Athlete can have contact with the technicians and designers of the said equipment during visits of the production sites.

Also, the Athlete is prohibited from :

- divulging to a third party any information relative to the manufacturing secrets, technical process, and any type of tests or Confidential Information that the Athlete will gain knowledge of during the period of this agreement and three years after its expiration.
- using the same information, process and techniques other than for what is necessary for the execution of this agreement.

The same goes for any information relative to the functioning, business methods, and organization of « **Salomon** », obtained through these technical relationships.

The Athlete will possibly get the opportunity to sample new or improved products similar to the endorsed equipment, being developed by the Salomon Group and provide Salomon with his feedback and ideas concerning these products. The Athlete understands and agrees that all

such feedbacks and ideas will become Salomon's sole and exclusive property on a worldwide basis and without any restriction.

The Athlete hereby agrees to assign to Salomon all intellectual property rights deriving from this technical partnership for unrestricted worldwide use and, if necessary, agrees to execute any additional document to confirm this assignment as usual procedures might request it. The Athlete understands and agrees that consideration for said assignment regarding all applicable laws is included in the lump sum consideration as indicated in appendix A.

ARTICLE VI - SPORTING PROGRAM

The Athlete shall define his sporting program and communicate it to **Salomon** before October 1st, of each year.

ARTICLE VII - NATURE OF CONTRACTUAL RELATIONSHIPS

The parties, in that this sponsorship agreement demonstrate a reciprocal desire for a purely commercial financial partnership. The Athlete acts as independent contractor and declares and warrants to have taken all necessary step to comply with corresponding laws and will go on throughout the performance of this agreement.

ARTICLE VIII- DURATION AND TERRITORY

This agreement is concluded for the 2005/2006 international sports seasons, it will come into effect retroactively **on November 1st, 2005** and will terminate on **October 31st, 2007**.

The territory for this agreement is the world.

ARTICLE IX - RIGHT OF FIRST DEALING AND FIRST REFUSAL

The Athlete agrees that prior to the expiration of this agreement the Athlete shall meet with **Salomon** at least (3) three months prior to the expiration of this Agreement to discuss the potential renewal of this Agreement, with such modifications as the parties may deem appropriate such discussions must occur prior to any similar discussions by or on behalf of the Athlete with any manufacturer or distributor of ski or ski products, wear and accessories other than those belonging to the Salomon Group. The Parties shall not be obliged to enter into a new Agreement if they cannot settle on mutually satisfactory terms and conditions. If within (30) thirty days prior to the expiration this Agreement, the parties are unable to settle on mutually satisfactory terms for a new agreement between them, then the Athlete shall be free to enter into negotiations with third parties in the fields covered by this agreement.

In such event, Salomon shall have a first refusal right with respect to a Agreement relating to any of these matters. This right of first refusal shall continue to the benefit of Salomon or any company of the Salomon Group during one month after expiration or termination of this agreement.

ARTICLE X - INJURY OR ILLNESS

In case of injury or illness preventing the Athlete from executing this Agreement during the sportive season (from September 1st till May 15th), Salomon shall pay compensation here above stated to the Athlete prorata temporis with regards to its availability period.

ARTICLE XI - EARLY TERMINATION CLAUSE

In case of lack of fulfillment by one of the parties of his obligations to the stated conditions in this agreement, this agreement might be terminated by the initiative of the other party.

However, the termination cannot take effect until after the expiration of a delay of 30 days prior to which the other party had received a notice addressed by registered mail with an acknowledgment of receipt requesting him to fulfill or respect his obligations without having obtained any results.

Nevertheless, the termination could be effective without prior notice where the non-respected obligation can no longer be fulfilled by the Athlete, notably in the following cases :

- if the « **Athlete** » ceases to faithfully practice his sports ,
- if the « **Athlete** » is disqualified because of doping, or use of substances not compatible with the fair practice of his sports ,
- if the **Athlete** has made a false declaration or warranty
- if the « **Athlete** » is disqualified because he does not respect sporting rules set up and applicable to him in the performance of his sport

In the case of an early termination on the part of the « **Athlete** » or because of a fault on his part (as for instance in case of doping), or in case of death, « **Salomon** » will not be obliged to pay the entire lump sum due for the current season.

In the other case of termination, the portion of the lump sum due on the date of termination will be calculated on a prorata temporis.

Salomon is authorized to use all promotional or other materials up to exhaustion and for specific videos or materials used without notion of stocks or quantity for six months after the end of the contractual year in course of performance at the time of termination.

ARTICLE XII- CONFIDENTIALITY

The parties agree that the terms and conditions of this agreement are strictly confidential and cannot be disclosed to a third party.

The Athlete agrees and acknowledges that certain assets of the SALOMON Group including without limitation information regarding customers, sales, products, technical process, marketing strategy (referred to as Confidential Information) are valuable special and unique assets of the Salomon Group. The Athlete will not during the term of this agreement and thereafter disclose directly or indirectly or make use directly or indirectly such Confidential Information.

ARTICLE XIII - SUBSTITUTION

If the Athlete gives a legal entity the exclusive right to exploit his name and image worldwide for a publicity sponsorship, and communicates a copy of the corresponding agreement to « **Salomon** », the latter agrees to accept that the said legal entity replaces the Athlete in that this substitution does not call into question any of the commitments made in this agreement by the Athlete.

ARTICLE XIV - LAW APPLICABLE - DISAGREEMENT

The validity and interpretation of this agreement will be decided according to French Law. In case of litigation's to its interpretation or its execution that can not be settled out of court, the ensuing disagreement will be submitted to the proper French jurisdiction of the Annecy resort.

To this effect the two parties declare their place of residence to be the addresses mentioned below.

Made in Annecy on September 25, 2005
in three copies, one of which is for the « **Athlete** »

The « Athlete »

(read and approved)

.....

Signature :

For SALOMON S.A.

(read and approved)

.....

Signature :

APPENDIX A

1. FINANCIAL COMPENSATION :

The Athlete shall receive the following financial compensation

For the contractual years 2005/2006 :

30 000 USD (thirty thousand US dollars), as follows :

- 20 000 USD on November 15, 2005 and November 15, 2006
- 5 000 USD on February 15, 2006 and February 15, 2007
- 5 000 USD on May 15, 2006 and May 15, 2007

For the contractual year 2006/2007 :

30 000 USD (thirty thousand US dollars) , minimum guaranteed + the total amount of your competition incentives of the sport season 2005/2006, with a CAP of 10 000 USD.

The « Athlete » agrees that he shall be available for a minimum of **20 (twenty) days** per contract year available for appearances during the term of the agreement for Salomon promotional programs. An appearance day is defined as :

- a Salomon designated event, program or activity (such as summer camp, press meeting, etc.)
- a consulting on technical product performance evaluations.

An appearance day does not include travel time to the function, program or activity location

In case of the Athlete will not participate to a minimum of 2 x 5 days per contractual year, then the financial compensation will be decreased from 10 000 USD (ten thousand US dollars).

Salomon considers the Athlete as being amongst the top ten (10) park skier and amongst the top ten (10) overall skiers, as consecrated in the Freeskier magazine for the past sports season. So, Salomon will take into consideration this criteria of ranking regarding the financial compensation which could be modified at the end of each sports season as follows : **if the Athlete is no longer amongst the top ten (10) park skier NOR amongst the top ten (10) overall skiers, then the financial compensation will be decreased from 10 000 USD (ten thousand US dollars) for the contractual year.**

2. EXTRA INCENTIVE

If the ATHLETE is consecrated "the skier of the year" by **Powder Magazine**, during the contractual sports season, then he will receive an additional incentive of **10 000 USD** (ten thousand USD).

3. **SPORTING PROGRAM / COMPETITION INCENTIVES**

	<u>1st Place</u>	<u>2nd Place</u>	<u>3rd Place</u>
X-Games (all ski events participated in)	Match with what X-GAMES pays	4 000 USD	2 000 USD
US OPEN (all ski events participated in)	3 000 USD	2 000 USD	1 000 USD
GRAVITY GAMES (all ski events participated in)	4 000 USD	2 000 USD	1 000 USD
RED BULL EVENTS (all ski events participated in)	2 000 USD	1 000 USD	500 USD
WHISTLER FESTIVAL – WSI (all ski events participated in)	2 500 USD	1 000 USD	500 USD
GLOBAL X GAMES (all ski events participated in)	4 000 USD	2 000 USD	1 000 USD
FREEZE EAST COAST OPEN(all ski events participated in)	1 000 USD	500 USD	250 USD
NEXT EAST COAST OPEN (all ski events participated in)	2 000 USD	1 000 USD	500 USD
ULTIMATE BUMPS & JUMPS - Overall	3 000 USD	2 000 USD	1 000 USD
ULTIMATE BUMPS & JUMPS – Individual Events	2 000 USD	1 000 USD	500 USD
WORLD SUPERPIPE CHAMPIONSHIPS (all ski events participated in)	2 000 USD	1 000USD	500 USD
ORAGE MASTERS OVERALL	2 000 USD	1 000 USD	500 USD
RIP CURL FREESKI EVENT	2 000 USD	1 000 USD	500 USD
SAN FRANCISCO INVITATIONAL	2 000 USD	1 000 USD	500 USD

Each individual event counts as one (1) result. Athlete may invoice for his top five (5) results only – excluding X- GAMES -

Made in Annecy on September 25, 2005, in three copies, one of which is for the « Athlete »

The « **Athlete** »

(read and approved)

.....

Signature :

For SALOMON S.A.

(read and approved)

.....

Signature :