

## EXHIBIT A

### Regional Water Authority /Sacramento Republic FC: 2024-25 Sponsorship Elements

#### 1. Pre-Game/In-Game/Post-Game Sponsorship Elements

**a. Digital Signage.** During the Club's 2024 and 2025 USL Championship regular season home soccer games that occur following the Effective Date, SSU shall make available to Sponsor the opportunity to have a total of one (1) segment per game of up to thirty-seconds (:30) of digital rotational advertising appear on a single-sided (facing toward the field) electronic display (approximately 3'h) located adjacent to and along the east side of the playing field at the Stadium. The content of Sponsor's digital advertising shall pertain solely to the advertising of Sponsor's business products and services, be provided by Sponsor to SSU, at Sponsor's sole cost and expense, in advance in an airing-ready format in compliance with specifications designated by SSU, and shall contain content determined by Sponsor, subject to the approval of SSU (which approval shall not unreasonably be withheld). The exact size, design, and layout of the electronic display equipment, as well as the time(s) of airing of Sponsor's digital advertising, shall be determined by SSU in its sole and absolute discretion. Notwithstanding anything to the contrary contained in this Section 1(a), Sponsor hereby expressly acknowledges that if due to mechanical or electronic malfunction, restrictions imposed by law, acts of God, or any other cause there occurs a material interruption or omission of the video signals of the digital advertising to be displayed hereunder, Sponsor's sole and exclusive remedy shall be a reasonable accommodation provided by SSU to Sponsor relative to (i) the length of such interruption or omission, and (ii) an allocation to the sponsorship element provided for in this Section 1(a) of a portion of the Sponsorship Fee set forth in Section 5 below in an amount equal to Six Hundred and Ninety-Five Dollars (\$695.00) per each :30 seconds of digital advertising. SSU and Sponsor shall negotiate in good faith to determine the nature of such accommodation, which may consist of, by way of example only, appropriate "make good" advertising, feature(s) or promotion(s).

**b. Bathroom Signage.** During the Club's 2024 and 2025 USL Championship regular season home soccer games that occurs following the Effective Date, the following physical signage shall be displayed in the Stadium's Marketplace Bathrooms (Men & Women): sixteen (16) 11" by 17" posters located on the inside of the bathroom stall door & five (5) 8.5" by 11" posters located in between six urinals. The content of Sponsor's signage shall pertain solely to the advertising of Sponsor's product or service. The exact size, design, content and layout of the physical signage shall be subject to approval by SSU (which approval shall not unreasonably be withheld).

**c. Water Refill Stations.** During the Club's 2024 and 2025 USL Championship regular season home soccer games that occurs following the Effective Date, the following physical signage shall be displayed on the Stadium's two water refill stations located on the east (1) and west (1) sides of the Stadium. The content of Sponsor's signage shall pertain solely to the advertising of Sponsor's product or service. The exact size, design, content and layout of the physical signage shall be subject to approval by SSU (which approval shall not unreasonably be withheld).

i. Sponsor shall be responsible for any hard costs related to signage changes/updates or replacing signage if needed after the initial installation in 2024.

**d. Northeast Corner Signage.** During the Club's 2024 and 2025 USL Championship regular season home soccer games that occurs following the Effective Date, the following physical signage shall be displayed in the northeast corner of the Stadium on the side of section 111: one (1) triangle banner, or similar sign (approximately 229" w x 192" h). The content of Sponsor's signage shall pertain solely to the advertising of Sponsor's product or service. The exact size, design, content and layout of the physical signage shall be subject to approval by SSU (which approval shall not unreasonably be withheld).

i. Sponsor shall be responsible for any hard costs related to signage changes/updates or replacing signage if needed after the initial installation in 2024.

## 2. Hospitality

**a. Ticket Discount Link.** SSU shall provide to Sponsor, solely for use by Sponsor's employees, a discount code for tickets to 2024 and 2025 USL Championship regular season home matches, based on availability. This discount code shall be available to all Sponsor employees, who shall pay the full discounted ticket price from their personal funds for all tickets purchased. Promotional codes are non-transferable and are not redeemable for cash, credit, or toward previous purchases.

## 3. SSU Electronic Media

**a. Official SSU Website & Social Media.** During the term of this agreement, Sponsor shall have the right to a promotional presence on SSU's world wide web site hosted at the domain, sacrepublihc.com, or any successor thereto designated by SSU (the "SSU Web Site") in the form of the each of the following as applicable:

(i) Recognition as a sponsor of the Club, by means of the placement of Sponsor's logo, on the corporate partnerships page of the SSU Website.

(ii) Inclusion within the Match-Day Guide or match day related portions of the official website and/or SSU Mobile App.

The exact size, design, layout, text, graphics, content and location of each of the foregoing elements shall be mutually agreed upon by Sponsor and SSU, but in any event shall be consistent with and complement the overall design of the SSU Web Site, as applicable. Sponsor shall be responsible for providing, at the sole cost and expense of Sponsor, advertising graphics, copy and other content for all of such elements, as applicable, in a format that is ready for incorporation into, and airing on, such electronic media. Sponsor hereby acknowledges and agrees that SSU shall own all rights (including, without limitation, copyright and other intellectual property rights) in and to (a) the SSU Web Site, the SSU Social Media Accounts, and the SSU email database and email account, (b) all information, graphics and other content posted on or contained in the SSU Web Site, the SSU Social Media Accounts, or the SSU email database and email account (other than text, graphics and other content developed solely by Sponsor or its affiliates and provided by Sponsor to SSU for use pursuant to the foregoing paragraphs, which the parties agree are and shall remain the sole property of Sponsor), (c) all trademarks and tradenames of the Club, SSU, the Stadium, or their respective affiliates used in or otherwise depicted on the SSU Web Site, the SSU Social Media Accounts, or the SSU email database and email account, and the format, design and organization thereof. Sponsor hereby further acknowledges and agrees that (i) Sponsor shall not acquire any rights in the SSU Web Site, the SSU Social Media Accounts, or the SSU email database and email account, or any elements thereof, by virtue of any reference to Sponsor thereon or otherwise, (ii) all materials, information, text, graphics, features, and other content included in the SSU Web Site, the SSU Social Media Accounts, and the SSU email database and email account, not belonging to Sponsor or its affiliates, and the design, format and organization thereof, shall at all times remain under the sole and exclusive control of SSU and subject to revision, updating or redesign from time to time at the sole discretion of SSU.

## 4. Use of SSU Marks

During the term of the letter agreement to which this Exhibit A is attached, Sponsor shall have the right to use SSU's marks and logos within the following California counties solely for the purpose of promoting Sponsor's products and services (collectively, the "**Authorized Territory**"): Sacramento, Solano (East of the following: from where I-680 crosses Suisun Bay into Solano County, North along I-680 until it intersects I-80, then continue due North until the Solano and Napa County line), Yolo, Sutter, Placer, El Dorado, Amador, San Joaquin (North of the following: from the intersection of Route 4 and the Contra Costa and San Joaquin County line, then West on Route 4 until the San Joaquin and Stanislaus County

line), and Calaveras; provided, however, that notwithstanding anything to the contrary contained in the foregoing, any such use must be pre-approved in writing by SSU and otherwise shall occur on the terms and subject to the conditions set forth in Paragraph 2 of the letter agreement to which this Exhibit A is attached.

## **5. Non-Exclusivity**

The sponsorship rights granted to Sponsor pursuant to the agreement to which this Exhibit A is attached are non-exclusive. Without limiting the generality of the foregoing, Sponsor and SSU hereby acknowledge and agree that SSU owns exclusive rights to all sponsorships of, and any advertising associated with, the Club and/or the Stadium, and that SSU in its sole and absolute discretion, and for its own account, exclusively may develop, sell, or otherwise consent to any sponsorship of, and any advertising associated with, the Club and/or Stadium (including, without limitation), under arrangements that provide for the use of SSU's tradename(s), logo(s), and other marks in association with any dental providers or insurers.

## **6. Sponsorship Fee**

**a. 2024 USL Championship Season.** Sponsor shall pay to SSU a sponsorship fee in an amount equal to Forty-Five Thousand Dollars (\$45,000.00), which shall be due and payable in full by Sponsor to SSU upon receipt of the contract.

In the event that the Club qualifies for and plays any 2024 USL Championship league post-season playoff or league championship home soccer game at the Stadium,: (a) SSU shall, to the extent permitted by applicable USL league rules and directives, offer the option to implement at such home soccer game(s) the sponsorship element described in and Section 1 (a) (Digital Signage), (b) (Bathroom Signage) and (c) (Water Refill Stations), (d) (Northeast Corner Signage) set forth above in this Exhibit A; and (b) Sponsor shall pay to SSU, on or before the thirtieth (30th) calendar day after receiving an invoice from SSU, a supplemental sponsorship fee in an amount equal to One Thousand Two Hundred Dollars (\$2,200.00) for each such home soccer game.

**b. 2025 USL Championship Season.** Sponsor shall pay to SSU a sponsorship fee in an amount equal to Forty-Seven Thousand Two Hundred and Fifty Dollars (\$47,250.00), which shall be due and payable in full by Sponsor to SSU on March 1, 2025.

In the event that the Club qualifies for and plays any 2025 USL Championship league post-season playoff or league championship home soccer game at the Stadium,: (a) SSU shall, to the extent permitted by applicable USL league rules and directives, offer the option to implement at such home soccer game(s) the sponsorship element described in and Section 1 (a) (Digital Signage), (b) (Bathroom Signage) and (c) (Water Refill Stations), (d) (Northeast Corner Signage) set forth above in this Exhibit A; and (b) Sponsor shall pay to SSU, on or before the thirtieth (30th) calendar day after receiving an invoice from SSU, a supplemental sponsorship fee in an amount equal to One Thousand Two Hundred Dollars (\$2,200.00) for each such home soccer game.