

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

DUKE UNIVERSITY,

Plaintiff,

v.

DARIAN MENSAH.

Defendant.

**VERIFIED COMPLAINT AND  
APPLICATION AND MOTION FOR  
TEMPORARY AND PRELIMINARY  
INJUNCTIVE RELIEF IN AID OF  
ARBITRATION**

NOW COMES the Plaintiff in the above-captioned matter, Duke University (“Duke” or the “University”), through undersigned counsel, and files this Verified Complaint against Darian Mensah (“Mensah”).

**INTRODUCTION**

This case arises out of the decisions of a star quarterback in the increasingly complex world of college athletics. But, at its core, this is a simple case that involves the integrity of contracts.

In July 2025 Mensah signed a multi-year contract with Duke University that ends on December 31, 2026, and which provides Duke a number of rights, including exclusive rights throughout the term to Mensah's name, image, and likeness (“NIL”) with respect to higher education and football. Duke University has met all of its obligations under that contract. As recently as December 2025, Mensah affirmed his commitment to Duke University. Then, a few hours before the National Collegiate Athletic Association's (“NCAA”) deadline for student-athletes in football to initiate notification of transfer (colloquially, entering the “transfer portal”), Mensah reversed

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course, informed Duke that he would seek a transfer, and issued a public farewell. In so doing, he repudiated the contract. He proposes now to move onto another collegiate institution and act as if his obligations to Duke University do not exist.

None of these facts can be disputed.

But contracts mean something. Mensah's actions violate numerous provisions of his contract with Duke University and disregard his promises and obligations to the University. And, as Mensah agreed when he signed his contract, such breaches cause Duke irreparable harm for which there is no adequate remedy at law and, in the event of any such breach, Duke is entitled to injunctive or other equitable relief.

Under the terms of the contract, the parties are required to submit to arbitration all disputes, including claims for breach. Duke University has done this, filing a claim for arbitration with JAMS. But if Mensah is permitted to continue his course of ignoring his contractual obligations and transfer to another school to compete in football and license his NIL rights to that school, Duke University will have no ability to protect its rights in an arbitral proceeding. Indeed, those rights will be practically worthless if Mensah is allowed to enroll at another collegiate institution, play football there, and relicense his rights. If allowed to enter the portal, Mensah can, within less than a day, do precisely this. In other words, unless the present position of the parties is preserved, Duke University's ability to seek relief is irreparably limited.

Under North Carolina law, which governs this contract, the Revised Uniform Arbitration Act ("RUAA") addresses this situation. It provides that the court "may

enter an order for provisional remedies to protect the effectiveness of the arbitration proceedings”—in other words, this Court may restrain Mensah from further breaching and repudiating his agreement while the arbitration proceeding takes place.

Duke University has met all its obligations under its contract with Mensah, and, in invoking arbitration, continues to comply with the provisions of the contract, even as Mensah ignores his obligations. Duke University now seeks this Court's assistance in preserving the relative position of the parties to permit the arbitration process to take place and allow Duke University to affirm the integrity of its contract and enforce its rights.

### **Parties, Jurisdiction, and Venue**

1. Plaintiff Duke University is an institution of higher education, organized as a North Carolina nonprofit corporation, with its principal place of business in Durham, Durham County, North Carolina.

2. Duke University is a member institution of the NCAA.

3. Defendant Darian Mensah is a resident of Durham, Durham County, North Carolina. Mensah confirmed his status as a North Carolina resident in the License Agreement. (Ex. A at p. 2.)

4. Mensah is enrolled as a student at Duke University and is a member of its football team.

5. Mensah is subject to the jurisdiction of the State of North Carolina pursuant to N.C. Gen. Stat. §§ 1-75.4(1)(a), (1)(b), (1)(d), (4), (5), and (6).

6. The Mensah Agreement was last executed by Duke University's Vice President and Director of Athletics on or around July 26, 2025.

7. This Court has subject matter jurisdiction under N.C. Gen. Stat. §§ 7A-24 and § 1-569.1 *et seq.*

8. Venue is proper pursuant to N.C. Gen. Stat. § 1-82 as the Plaintiff, Duke University, resides in Durham County, North Carolina.

### **Factual Background**

#### **The NCAA Regulations and the House Settlement**

9. On July 1, 2021, the NCAA implemented interim policies permitting student-athletes at its member schools to utilize their NIL for commercial purposes. Student-athletes competing at NCAA member institutions could enter endorsement deals while simultaneously preserving their eligibility to compete in NCAA athletics.

10. On June 6, 2025, the United States District Court for the Northern District of California approved a proposed settlement in long-running antitrust class action litigations that challenged the NCAA's former restrictions on student-athlete compensation related to, *inter alia*, student-athletes' NIL. *See In re Coll. Athlete NIL Litig.*, No. 20-CV-03919 CW, 2025 WL 1675820, at \*1 (N.D. Cal. June 6, 2025), *appeal dismissed*, No. 25-4185, 2025 WL 2831020 (9th Cir. July 29, 2025), *and objections overruled*, No. 20-CV-03919 CW, 2025 WL 3501920 (N.D. Cal. Nov. 13, 2025).

11. Often referred to as the “House” case, the settlement changed many of the NCAA's rules regarding student-athletes' ability to earn compensation while participating in their sport for a member institution. This included the ability of

participating institutions to compensate their student-athletes directly, including for the use of the student-athlete's NIL, subject to certain annual caps negotiated in the settlement. In accord with the *House* settlement, the NCAA and its member schools adopted the negotiated settlement terms into the NCAA's official Division I Bylaws.

*Mensah and Duke University Enter into a Contract*

12. On December 11, 2024, Mensah elected to attend Duke University. Duke University and Mensah, through his agent and legal counsel, negotiated an offer for a future license agreement for his NIL, contingent on the approval of the *House* settlement or comparable regulatory or legislative permission. In July 2025, following the approval of the *House* settlement, Duke University and Mensah entered into a License Agreement for his NIL (the “Mensah Contract”).

13. A true and accurate copy of the Mensah Contract is attached as **Exhibit A.**

14. The Mensah Contract is a valid and binding agreement under North Carolina law between Mensah and Duke University.

15. Pursuant to the Mensah Contract, commencing on July 31, 2025, Duke agreed to pay Mensah a series of substantial payments in exchange for granting Duke a license to certain NIL rights, including an *exclusive license* in the fields of (a) institutions of higher education and (b) the “Sport” of football. The license grant extends, *inter alia*, to use of Mensah's “name, nickname, likeness (whether drawn or computer-generated), appearances, image and portrayals (whether photographed, filmed or otherwise), persona, performance, right of publicity, biographical

information, jersey number, statistics, data, voice, testimonials, endorsements, initials, facsimile or original autograph/signature or other attributes or indicia of such Student-Athlete's persona." (Ex. A at App. A, §§ I.1.i and I.2.)

16. The substantial payments under the terms of the Mensah Contract did not and do not hinge on Mensah's on-field performance.

17. In exchange, and as part of the consideration for Duke University's obligations, Mensah promised in the Representations and Warranties portion of the Mensah Contract that he would not enroll in another collegiate institution or compete in athletics for another collegiate institution for the term of the Mensah Contract.

18. Specifically, Mensah promised that he:

[W]ill not make any similar commitment (whether through execution of a letter of intent or otherwise) to enroll at or compete in athletics for another collegiate institution . . . .

(Ex. A at App. A, § VII.3(a).)

19. In addition, Mensah promised that he, his representatives, and his family members will not "initiate contact with admission or athletics staffs at other institutions." (Ex. A at App. A, § VII.3(c).)

20. Mensah further promised and agreed that he and his representatives "will not disclose any information about this License to any third party . . . Student-Athlete will be responsible for any breach by their Representatives of these confidentiality obligations." (Ex. A at App. A, § IV.1.)

21. Mensah also promised and agreed that he:

will notify Duke promptly (and in any event within 48 hours) of any contact with officials or representatives of collegiate institutions other

than Duke and any communication related to competition in the Sport at an institution or entity other than Duke whether such contact or communication is with the Student-Athlete, their Representatives, or other family members.

(Ex. A at App. A, § V.)

22. Mensah additionally promised and agreed that he “shall not license, or otherwise authorize or permit the use of, or cause to permit a third party to authorize or permit the use of the [NIL] Rights in the fields of (a) institutions of higher education and (b) the Sport [Football].” (Ex. A at App. A, III.2.)

23. Finally, and among these other promises and agreements, Mensah agreed that he would not engage in any acts that could harm his image, or the image of Duke University. (Ex. A at App. A, § III.5(e).)

24. The term of the Mensah Contact is through December 31, 2026.

25. Mensah and Duke University agreed that any breach of the Mensah Contract by Mensah “shall cause Duke irreparable harm for which there is no adequate remedy at law and, in the event of any such breach, Duke shall be entitled to injunctive or other equitable relief.” (Ex. A at App. A, § VIII.2.)

26. From July to December 2025, the Mensah Contract operated as the parties intended and both parties fulfilled their obligations.

27. On December 19, 2025, Mensah announced on his personal social media account that he would return to Duke, following speculation that he may enter the NFL draft. A copy of this announcement is attached as **Exhibit B**.

*Mensah Breaches and Repudiates His Contract with Duke University*

28. Friday, January 16, 2026, was the last day on which a football student-athlete could submit his name into the “transfer portal” in order to be eligible to transfer from his school into another NCAA institution.

29. Under the NCAA rules and regulations, other schools may not contact a student-athlete, directly or indirectly, until the student-athlete has entered the transfer portal.

30. At 2:07 p.m. ET on Friday, January 16, 2026, sports media reports began to circulate that Mensah was considering entering the portal and was being offered a purported “buyout” of his contract with Duke University:

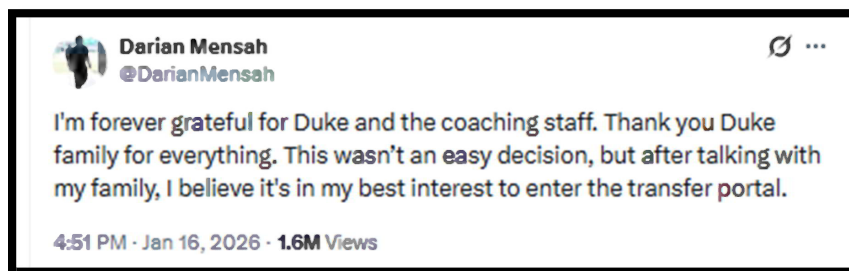


31. At 3:56 p.m. ET on January 16, 2026, without prior notice to Duke University, Mensah called Duke football head coach Manuel “Manny” Diaz to inform him that he would be seeking a transfer. Minutes later, Mensah sent an email to the Duke University Athletics Compliance department stating: “This is my formal request to be entered into the NCAA Transfer portal. Please send me the necessary



steps to finalize this. Thank you and have a good evening.” A copy of this Email is attached to this Complaint as **Exhibit C**.

32. Roughly 40 minutes later, at 4:51 p.m. ET, Mensah announced on social media that he intended to leave Duke University, enter the transfer portal, and compete for another collegiate institution in football:



33. By his request to enter the transfer portal and this announcement, Mensah made clear his intent to breach the Mensah Contract, repudiating a number of the promises and agreements that he had made.

34. Upon information and belief, Mensah or his family or his representatives, acting with his knowledge, or with his actual or apparent authority, have breached the promises and agreements in the Mensah Contract by, among other actions, disclosing its monetary terms, seeking to license his NIL in football and to another collegiate institution, seeking his enrollment at another institution, initiating contact with admissions or athletics staff at another institution, failing to notify Duke University if he is contacted by another institution or its representatives, and/or acting in a way that has now harmed his image and the image of Duke University by ignoring the terms and conditions of the Mensah Contract.

*Duke University Initiates Arbitration Under the Mensah Contract But Must Stop Mensah's Breach and Repudiation to Protect Those Rights.*

35. In requesting entry into the transfer portal, and then in posting a “farewell” note on social media to Duke University, Mensah made plain a present intent to leave Duke University and transfer to another collegiate institution and thus repudiate the promises and agreements that he made in the Mensah Contract.

36. The Mensah Contract requires that all disputes be submitted to binding arbitration to be conducted by JAMS. (Ex. A at App. A, § VIII.3.) Specifically, the parties agreed in the Mensah Contract that they “shall submit any and all other [non-*House* settlement] disputes . . . to arbitration in Durham, County, North Carolina (and the parties hereby submit to such jurisdiction), in accordance with the rules and regulations of JAMS then in effect . . . . The arbitrator's decision . . . shall be final and binding. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction.”

37. On January 19, 2026, at approximately 5:15 PM, Duke University submitted a demand for arbitration as to the Mensah Contract with JAMS. A copy of this demand is attached as **Exhibit D**.

38. In addition to indemnification and other related monetary damages, Duke University will seek the issuance of injunctive relief by the arbitrator preventing Mensah from enrolling in another collegiate institution for the purpose of competing in football, or licensing his NIL to another institution in football, for the remaining term of the Mensah Contract.

39. If, however, Mensah enters into the transfer portal, upon information and belief, he or his representatives will engage in further discussions with other institutions or their representatives for the purpose of enrolling and competing in football, will negotiate a license agreement for the rights that he has licensed to Duke University, and/or will otherwise engage in additional and continuing breaches of his obligations under the Mensah Contract.

40. Once Mensah enters the transfer portal, Duke University will be unable to protect its rights under the Mensah Contract or to undo any actions that Mensah or his representatives might take that violate Duke University's rights or Mensah's agreements and promises in arbitration.

41. Enrollment at another school and commitment to play football at such school will be a further violation of the promises and agreements in the Mensah Contract. If another school or its representative entered into an agreement concerning Mensah's NIL rights or otherwise exploited those rights, it would violate the Mensah Contract in which he agreed that no other school can use Mensah's NIL. (Ex. A at App. A, §§ I.1.i and I.2.)

42. Mensah agreed that such actions would cause Duke irreparable harm for which there is no adequate remedy at law and that in the event of any such breach, Duke shall be entitled to injunctive or other equitable relief (Ex. A at App. A, § VIII.2), thus Duke University will seek and is likely to receive injunctive relief in arbitration.

43. But any such relief would be ineffective if, prior to appointment of an arbitrator and commencement of that process, Mensah enters the transfer portal,

transfers to, enrolls in, and plays football for another collegiate institution, and enters into an NIL agreement with such institution.

44. Entry into the transfer portal will deprive Duke University of the ability to protect its rights and agreements in arbitration. Entry into the transfer portal will be a proverbial “bell that cannot be unrung” and will leave Duke University with no effective remedy for these breaches.

**CLAIM FOR RELIEF:  
TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION  
PENDING ARBITRATION UNDER RUAA.**

45. Duke University adopts by reference and incorporate the allegations of paragraphs 1 through 44 of the Complaint.

46. Duke University applies and moves for and seeks temporary and preliminary injunctive relief necessary to maintain the status quo during this action in accordance with North Carolina Rule of Civil Procedure 65 and N.C. Gen. Stat. § 1-569.8. Duke University seeks an Order to protect the integrity of its rights under the Mensah Contract, to prevent further breaches of the Mensah Contract, and to protect its right of arbitration and the arbitration process under the Mensah Contract.

47. Duke University seeks this relief only until the end of the arbitration process, at which point the final decision of the arbitrator can be enforced by this Court.

48. Duke has a valid and enforceable contract with Mensah which requires the submission of all disputes to binding arbitration.

49. Duke University has submitted a demand for such arbitration.

50. As the parties agreed, Mensah's breach of the Mensah Contract has caused Duke University to suffer irreparable harm.

51. Mensah is scheduled to enter the transfer portal within the next two business days. If he enters the transfer portal, other collegiate institutions or their representatives will contact him, Mensah or his representatives will contact other collegiate institutions or their representatives, and further breaches of his promises and agreements under the Mensah Contract will occur.

52. In order to protect Duke University's rights under the Mensah Contract and in the arbitration process, and to protect the integrity of the arbitration process itself, the status quo must be preserved in which Mensah is not permitted to enter the transfer portal and commit further breaches of his contract.

53. Absent an order preserving the status quo, Duke University will suffer further irreparable harm and will be unable to protect its rights in arbitration.

54. Permitting Mensah to enter the transfer portal and transfer to another collegiate institution, license his NIL, and play football for another institution may deprive the arbitrator of the ability to issue injunctive relief under the Mensah Contract protecting Duke University's rights.

55. There is, additionally, a strong public interest in the enforcement of contracts, in holding parties to their bargained-for obligations, and in enforcing agreements to arbitrate. Permitting Mensah to breach the Agreement would undermine the integrity of these agreements and encourage parties to act with

impunity knowing that they can do so and undermine the very dispute resolution processes they agreed to.

56. Duke University has established good cause for the issuance of a provisional order protecting the arbitration process while an arbitrator is appointed and arbitration proceedings occur under N.C. Gen. Stat. § 1-569.8(a) (2005) (attached hereto as **Exhibit E**); *Scot. Re Life Corp. v. Transamerica Occidental Life Ins. Co.*, 184 N.C. App. 292, 296, 647 S.E.2d 102, 105 (2007).

57. Duke University requests that this Court immediately issue a temporary restraining order, and thereafter issue a preliminary injunction, enjoining Mensah and his agents, employees, attorneys, and all persons acting in concert or participation with him, with his knowledge, or under his actual or apparent authority from (1) entering the transfer portal prior to a final decision of the arbitrator, (2) enrolling at another collegiate institution prior to a final decision of the arbitrator, (3) playing football at another collegiate institution prior to a final decision of the arbitrator, (4) licensing his NIL to another collegiate institution prior to a final decision of the arbitrator, (5) taking any other action that would interfere with, diminish, or impair Duke University's exclusive rights under the Mensah Contract prior to a final decision of the arbitrator, and (6) otherwise committing any further breaches of the terms and conditions of the Mensah Contract during the arbitration process.

58. Duke University seeks this temporary and preliminary injunctive relief because it is necessary to maintain the status quo during the arbitration process in

accordance with North Carolina Rule of Civil Procedure 65 and N.C. Gen. Stat. § 1-569.8. Duke University seeks this Order to protect the integrity of the Mensah Contract and the arbitration process provided for under the Mensah Contract until the conclusion of the arbitration process.

59. Duke University is taking steps to provide Mensah with notice of Duke University's filings and request for a temporary restraining order. Nonetheless, entry of a temporary restraining order cannot be delayed while notice is effectuated. Duke University anticipates that notice to Mensah will induce Mensah to accelerate his efforts to transfer to another collegiate institution, accelerate his contacts with representatives of other institutions, and ultimately accelerate his execution of a name image and likeness agreement with another institutions or football program of the categories directly prohibited by the Contract. Earlier notice than the notice efforts actually made, or delay in any hearing, would thus lead to further irreparable harm to Duke University and breaches of the Contract.

**WHEREFORE**, Duke respectfully requests that the Court:

1. Enter a temporary restraining order enjoining Mensah and his agents, employees, attorneys, and all persons acting in concert or participation with him, with his knowledge, or under his actual or apparent authority from (1) entering the transfer portal prior to a final decision of the arbitrator, (2) enrolling at another collegiate institution prior to a final decision of the arbitrator, (3) playing football at another collegiate institution prior to a final decision of the arbitrator, (4) licensing his NIL to another collegiate institution prior to a final decision of the arbitrator,

(5) taking any other action that would interfere with, diminish, or impair Duke University's exclusive rights under the Mensah Contract prior to a final decision of the arbitrator, and (6) otherwise committing any further breaches of the terms and conditions of the Mensah Contract during the arbitration process. Duke University is not required to take any action that is inconsistent with the relief ordered.

2. Enter a preliminary injunction order enjoining Mensah and his agents, employees, attorneys, and all persons acting in concert or participation with him, with his knowledge, or under his actual or apparent authority from (1) entering the transfer portal prior to a final decision of the arbitrator, (2) enrolling at another collegiate institution prior to a final decision of the arbitrator, (3) playing football at another collegiate institution prior to a final decision of the arbitrator, (4) licensing his NIL to another collegiate institution prior to a final decision of the arbitrator, (5) taking any other action that would interfere with, diminish, or impair Duke University's exclusive rights under the Mensah Contract prior to a final decision of the arbitrator, and (6) otherwise committing any further breaches of the terms and conditions of the Mensah Contract during the arbitration process. Duke University is not required to take any action that is inconsistent with the relief ordered.

3. Grant such further relief to Duke as is just and proper.



This the 19th day of January, 2026

**WOMBLE BOND DICKINSON (US) LLP**

*/s/ Ripley Rand*

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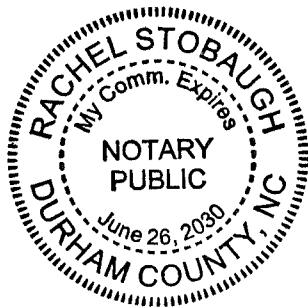
## VERIFICATION

That she has read Duke University's *Verified Complaint and Application and Motion for Temporary and Preliminary Injunctive Relief in Aid of Arbitration*; and that she knows the contents thereof and that the same is true of her own knowledge, except for those matters and things set out on information and belief, and as for those matters and things, she believes them to be true.

  
NINA KING

Rachel Horne  
Notary Public

(SEAL)



# **EXHIBIT A**

## **Mensah Contract**

### Name, Image, and Likeness License

This **NAME, IMAGE AND LIKENESS LICENSE**, is entered into and Duke University, a nonprofit corporation formed in North Carolina (including Duke University’s Athletic Department, “**Duke**”), as of the date indicated below as the “**Effective Date**” (such agreement, the “**License**”). The terms set forth on this cover sheet are subject to, in all respects, the terms and conditions set forth on **Appendix A** hereto, which are incorporated into and constitute an integral part of this License.

**“NIL  
License  
Payments”**

Subject to the terms and conditions hereof, Duke will provide Student-Athlete with up to [REDACTED] payable in the following installments by Duke to Student-Athlete, in exchange for the rights granted and promotional services set forth herein (each an “**NIL License Installment Payment**”), which shall be initiated by Duke on the date set forth below:

[illegible]

[In addition to the foregoing and subject to the same conditions, in each year of the Term, Student-Athlete will be entitled to receive, and Duke will provide Student-Athlete with, the following additional installment payments of the NIL License Payment, in recognition of and in exchange for the increased value of Student-Athlete's NIL as a result of the following:

- First-Team All-ACC Football Team, Second-Team All-ACC Football Team, Third-Team All-ACC Football Team, or Honorable Mention All-ACC Football Team: [REDACTED]

The additional installment payments hereunder, if earned, will be considered an "NIL License Installment Payment" and will be payable as a part of the next regularly scheduled payment after 30 days of the occurrence of such event.]

<b>“Effective Date”</b>	July 1 <sup>st</sup> , 2025
<b>“Student-Athlete”</b>	Darian Mensah, an individual resident in the State of North Carolina
<b>“Sport”</b>	Football
<b>“Term”</b>	July 1 <sup>st</sup> , 2025 from and until December 31 <sup>st</sup> , 2026 (the <b>“End Date”</b> ), unless terminated earlier in accordance with this the terms herein.

**IN WITNESS WHEREOF**, the Parties have caused this License to be executed as of the date first above written.

**Duke University**



By: Nina King

Title: Vice President and Director of Athletics

Address:

Duke University Athletics  
110 Whitford Drive, Box 90542  
Durham, NC 27708

**Student-Athlete**



Name: Darian Mensah

Address:

Parent/Legal Guardian represents and warrants that (a) it is the parent or legal guardian of Student-Athlete, (b) no court has issued any order, judgment, or decree granting custody of Student-Athlete to anyone else or otherwise affecting its rights as parent or legal guardian, (c) Student-Athlete has not been emancipated, (d) it has the legal right, power, and authority to consent to this License on behalf of Student-Athlete and itself, and (e) it is at least 18 years of age. Parent/Legal Guardian has read and understands this entire License. By signing below, Parent/Legal Guardian hereby consents to and approves in all respects the terms and conditions of this License and Student-Athlete's execution of this License and understands that both Student-Athlete and Parent/Legal Guardian shall be bound by all of its terms and conditions. Parent/Legal Guardian understands that this consent and approval is not revocable.

**Parent/Legal Guardian (Only complete if below 18)**

\_\_\_\_\_  
Name:

Address:

## APPENDIX A

## I. License

## 1. License Grant; Promotional Services; Materials.

i. For the Term, Student-Athlete hereby grants to Duke and its affiliates and each of its and their respective successors (the “**Grantees**”) an irrevocable, non-exclusive (except for the Exclusive Categories, for which such grant shall be exclusive) worldwide, sublicensable, freely transferable and royalty-free right and license to use Student-Athlete’s name, nickname, likeness (whether drawn or computer-generated), appearances, image and portrayals (whether photographed, filmed or otherwise), persona, performance, right of publicity, biographical information, jersey number, statistics, data, voice, testimonials, endorsements, initials, facsimile or original autograph/signature or other attributes or indicia of such Student-Athlete’s persona, including as any of the foregoing may be generated by “artificial intelligence” and any intellectual property rights therein (the “**Rights**”), for use solely individually and/or in conjunction with the rights of one or more others in any medium and via any method, whether now-known or hereafter devised.

ii. During the Term, Student-Athlete shall provide certain promotional services and activities distinct from such Student-Athlete’s involvement in regular team activities, including corporate and promotional materials, appearances, video/photo shoots, posts on Student-Athlete’s own social media accounts, corporate opportunities coordinated with Learfield, and signing merchandise (all materials, results and proceeds of the services created in connection with the Rights and/or Student-Athlete’s promotional services and activities obligations hereunder shall be referred to herein as the “**Materials**”). Specifics of promotional services and activities (including date, time, and location) will be determined by Duke, subject to Student-Athlete’s academic and athletic schedules and with such Student-Athlete’s consent, not to be unreasonably withheld, conditioned, or delayed. Student-Athlete shall perform all obligations in a professional manner with a minimum standard of care appropriate for the licensing industry as a whole.

iii. In addition, Student-Athlete hereby grants each Grantee and each of their respective sublicensees, assigns, agents and other authorized users each as permitted in this License, an irrevocable, non-exclusive, perpetual, royalty-free right and license to use the Rights for its non-commercial and archival purposes and Materials for any purpose. Further, (a) each Grantee shall have archival rights in perpetuity for the uses of the Materials on its owned or controlled websites and social media sites; (b) Duke shall have no obligation to take down or cause to be taken down any online content that is not controlled by a Grantee; and (c) Duke’s inadvertent or unintentional failure (or any failure by third parties) to comply with the terms of this Section shall not be deemed a breach of this License.

2. **Exclusive Categories.** During the Term, notwithstanding the non-exclusive nature of the Rights granted hereunder, Student-Athlete shall not license, otherwise authorize or permit the use of, or cause or permit a third party to authorize or permit the use of, the Rights in the fields of (a) institutions of higher education and (b) the Sport (collectively, the “**Exclusive Categories**”).

## 3. Student-Athlete Consent; Review Rights.

i. Unless otherwise set forth herein, the use of the Rights or promotional services and activities does not require Student-Athlete’s consent. The Grantees use of the Rights

## APPENDIX A

or promotional services and activities performed is subject to Student-Athlete's prior written consent in accordance with Section I.3.ii. in the following circumstances:

1. When the Rights are used for the sale, distribution, marketing, advertising, publicizing, promotion services and endorsement activities by or for products and merchandise (including apparel and non-apparel) of (A) the Atlantic Coast Conference, or any other athletics conference possessing rule-making authority over Duke during the Term (the "**Conference**"), or (B) the National Collegiate Athletics Association or any other similar governing body possessing rule-making authority over Duke during the Term (together with the Conference, the "**Governing Bodies**" and each, a "**Governing Body**") that reasonably implies Student-Athlete's direct endorsement of such Governing Body, or such Governing Body's products, merchandise or services.

2. When the Rights are used for the sale, distribution, marketing, advertising, publicizing, promotion services and endorsement activities by or for products and merchandise (including apparel and non-apparel) of certain corporate partners of the Grantees, including partners or sponsors of Duke's multimedia rights holder, Learfield IMG College, "**Learfield**" (the "**Duke Partners**" and, together with the Governing Bodies, the "**Promotional Partners**"), with whom Duke, on Student-Athlete's behalf, may negotiate license agreements and/or endorsement agreements.

3. When the Rights are used for the sale, distribution, marketing, advertising, publicizing, promotion services and endorsement activities by or for products and merchandise (including apparel and non-apparel) of the Promotional Partners' respective third-party sponsors, partners, affiliates and sublicensees, for which Duke, on Student-Athlete's behalf, may negotiate license agreements and/or endorsement agreements that (A) only include Student-Athlete or Student-Athlete with one other student-athlete and (B) reasonably implies Student-Athlete's direct endorsement of any third party products, merchandise or services.

ii. **Student-Athlete Review Rights.** With respect to any activation of the Rights that requires Student-Athlete's consent hereunder, Duke must submit the relevant materials, agreements and prospective deliverables to Student-Athlete for Student-Athlete's review and approval (not to be unreasonably withheld, conditioned, or delayed) and Duke shall not publicly release such materials, agreements or deliverables without such prior approval of Student-Athlete. In the absence of disapproval from Student-Athlete within five days of delivery of such materials to Student-Athlete, such materials, agreements and prospective deliverables shall be deemed approved by Student-Athlete. Neither Duke, its agents nor any licensees under this License will be liable for any distortion, alteration or illusory effect resulting from the publication of the Rights. Determination of creative control of the Materials and/or Products is within Duke's discretion. Nothing herein will constitute any obligation to make any use of the Rights.

4. **Payments.** As consideration for the Rights and the full performance of Student-Athlete's obligations, subject to the terms of this License, Duke shall provide each NIL License Installment Payment, each initiated on the date set forth on the cover page. Payment hereunder excludes payment that may be owed to Student-Athlete for sales of merchandise (apparel and non-apparel) that depict the Rights as the same may be sold by Duke or another Grantee the sale of which are subject to a separate agreement for which a royalty or other payment is made in



## APPENDIX A

connection with the sale of the merchandise (apparel and non-apparel). No payments may be made hereunder prior to July 1, 2025. All payments made to Student-Athlete will be subject to any applicable deductions and withholdings. If, following the Effective Date, Duke implements a policy or measure either proportionally reducing the amount of or postponing the timing of each eligible student-athlete's payments when deemed necessary or appropriate by the Athletics Director, such policy or measure would be applicable to Student-Athlete and their corresponding NIL License Installment Payments. Duke would undertake commercially reasonable efforts to ensure any postponed NIL License Installment Payments or the difference in the proportional reduction would be made to Student-Athlete within the same calendar year.

5. **No Broadcast Rights.** Consistent with Article 2 Section 2 of the Stipulation and Settlement Agreement, dated as of July 26, 2024, resolving the litigation captioned In re: College Athlete NIL Litigation, Case No. 4:20-CV-03919 (N.D. Cal) (the "**Settlement Agreement**"), no rights for the broadcast or other audio-visual distribution of collegiate games and other competitive collegiate athletic events are included in the Rights. Student-Athlete does not and will not, at any time during or after the Term, contest the rights asserted by Duke, the Governing Bodies, and/or any entities to which rights to broadcast and/or otherwise distribute audio and video of collegiate games and other competitive collegiate athletic events are licensed by Duke and/or the Governing Bodies, including the right in any media now known or hereafter developed to (a) telecast, broadcast, or otherwise distribute or transmit, on a live, delayed, and/or archived basis, any and all college games and competitive events, including clips and highlights thereof, (b) produce, license, offer for sale, sell, market, or otherwise distribute or transmit on a live, delayed, and/or archived basis, broadcasts and other electronic or digital distributions of any such collegiate athletic games or competitive athletic events, and clips and highlights thereof, and (c) use, employ, or otherwise transmit or publish the Rights for the purpose of promoting the telecasts, broadcasts, and other electronic or digital distributions of games and competitive events, including distribution of clips and highlights thereof, as referenced in this Section I.5.

6. **Ownership.** Duke is the exclusive owner of all Duke trademarks, names, logos, designs, mascots, and other indicia. Duke shall be the exclusive owner of the Materials and any of the modifications, edits, combinations, translations, inclusion with collective works, and derivative works of the Rights and Materials and any ideas, announcements, gestures, phrases or words incorporated in any Materials. The Materials shall be considered a work made for hire and Duke accordingly shall own all rights in any such results and proceeds. To the extent that the Materials are for any reason not considered a work made for hire (or for any other reason do not automatically inure to Duke), Student-Athlete hereby assigns to Duke all right, title and interest in and to such Materials. To the extent any of the Materials cannot be assigned or waived by Student-Athlete, Student-Athlete hereby grants to Duke a perpetual, irrevocable, fully paid-up, non-exclusive, worldwide, royalty-free and freely assignable license with the right to sublicense the Materials. Student-Athlete hereby waives any rights of droit moral or similar rights Student-Athlete may have with respect to the Materials and any use of the Rights.

**II. FERPA Release & Waiver.** Student-Athlete hereby gives consent to Duke to disclose Student-Athlete's name and personally identifiable information from Student-Athlete's education records to a third party (including the media) (a) as necessary to effectuate the purposes of this License, (b) correct any inaccuracies reported by the media, or (c) related to Student-Athlete's signing, or as otherwise required by applicable law, without such disclosure constituting a violation

## APPENDIX A

of Student-Athlete's rights, including Student-Athlete's rights under the Family Educational Rights and Privacy Act. Further, Duke may report all information related to this License (and any related agreements concerning the subject matter hereof) to any governing body or monitoring agency, in each case in order to comply with Duke's and/or Student-Athlete's obligations under the Settlement Agreement, the Governing Bodies' rules, policies or procedures, applicable law, or otherwise.

### **III. Expiration; Termination or Withholding Payments; Survival.**

1. Unless earlier terminated pursuant to the terms hereof, this License shall expire by its terms on the earlier of (a) the last day of the Term, or (b) the Student-Athlete's graduation from Duke.

2. Duke shall have the right, but not the obligation, to either, in its sole discretion (x) withhold an NIL Installment Payment or (y) terminate this License prior to the end of the Term with no further obligations to Student-Athlete whatsoever by giving written notice to Student-Athlete with an effective termination date set forth in such notice, if: (a) Student-Athlete fails or refuses to perform under this License or is otherwise in breach or default hereof; (b) Student-Athlete violates any Duke or Governing Bodies' rules, policies or procedures or otherwise fails to maintain Student-Athlete's eligibility for participation in the Sport in accordance thereof; (c) Student-Athlete fails to enroll at Duke or withdraws from Duke or the Sport at Duke; (d) Duke dismisses or suspends Student-Athlete from participation in the Sport or from Duke; (e) Duke discontinues or suspends the Sport; (f) felony misconduct; (g) Student-Athlete has made a prior or subsequent commitment to attend and/or license such Student-Athlete's NIL to any other collegiate institution or other entity that would prevent the fulfillment of Student-Athlete's obligations under this License that Student-Athlete has not lawfully revoked; or (h) Student-Athlete (I) enters the transfer portal or signs or enrolls at another collegiate institution or (II) enters into the [DRAFT] or decides to sign a professional contract

3. In the event Duke determines to withhold a payment, then Duke is not obligated to make such NIL License Installment Payment or any subsequent NIL License Installment Payment and Student-Athlete will be deemed to have forfeited its right to receive such payment. Duke shall have the right, but not the obligation, in its sole discretion to remit all or a portion of the forfeited NIL License Installment Payment at such time Duke determines that Student-Athlete has complied with its obligations hereunder.

4. If (a) a court of competent jurisdiction declares the Settlement Agreement invalid, or (b) (i) any Governing Body legislation implementing the Settlement Agreement, (ii) legislation of a Governing Body permitting a collegiate institution to pay a student-athlete directly, or (iii) legislation of North Carolina or United States permitting a collegiate institution to pay a Student-Athlete directly that Duke believes in its judgment permits Duke to pay its student-athletes directly, and in either case (a) or (b), such change disproportionately affects the rights and obligations of either Party, as determined by Duke in its reasonable discretion, the Parties agree to negotiate in good faith any amendment to this License to ensure compliance with any and all Governing Body rules or regulations as they may exist from time to time. If the Parties are unable to reach agreement on such amendment, Duke may terminate this License upon written notice to the other Party.

## APPENDIX A

5. **Conduct.** A material inducement to Student-Athlete's engagement hereunder is Student-Athlete's positive reputation in general. Student-Athlete owes a duty to Duke during the Term to act in a socially responsible and upstanding manner, and it shall constitute a material breach of this License if, at any time during the Term, as determined in Duke's reasonable discretion (if applicable), Student-Athlete (a) is arrested for or charged with a crime; (b) unlawfully uses, possesses or sells any controlled substances or banned substances of a Governing Body; (c) becomes an object of public disgrace, ill will, or ridicule; (d) commits an act which shocks, insults or offends the community, public morals or decency; or (e) engages in any other act (regardless of whether generally known to the public) that may harm the image of Student-Athlete or Duke.

6. **Survival.** Notwithstanding anything herein to the contrary, the terms of Sections IV and VIII, shall survive any termination and expiration of this License and continue in perpetuity thereafter.

#### **IV. Confidentiality; Non-Disparagement; Further Agreements.**

1. Without Duke's prior written approval, Student-Athlete will not disclose any information about this License to any third party except (a) to such Student-Athlete's parent, guardian, lawyer, financial advisor, and other competent representative ("**Representatives**"), and (b) as otherwise required under this License, the Settlement Agreement, applicable law or any Governing Body rules, policies or procedures. Student-Athlete will be responsible for any breach by their Representatives of these confidentiality obligations. Notwithstanding the foregoing, nothing herein will prohibit Student-Athlete from making any public statement (including social media posts) confirming that Student-Athlete will attend and compete in athletics for Duke. Duke may disclose to a Governing Body or any entity designated by the Settlement Agreement, a Governing Body, or applicable law, any documents or information pertaining to this License.

2. Student-Athlete shall not disparage, degrade, or otherwise make negative remarks about Duke, any Governing Body or any of the respective sublicensees, affiliates, subsidiaries or divisions thereof, and any of their respective trustees, officers, directors, coaches, or employees, or other Duke students.

3. Student-Athlete shall comply with all applicable laws, regulations, and guidelines in the course of performing the services hereunder, including the Federal Trade Commission's "Guides Concerning the Use of Endorsements and Testimonials in Advertising" (<https://www.ftc.gov/sites/default/files/attachments/press-releases/ftc-publishes-final-guides-governing-endorsements-testimonials/091005revisedendorsementguides.pdf>). All statements, testimonials, endorsements, etc. made by Student-Athlete in connection with this License (including in connection with all social media posts) shall be true representations and shall reflect positive opinion and experience.

4. [IF A MINOR: Student-Athlete will sign the acknowledgement attached hereto as Appendix B when Student-Athlete reaches the age of majority and upon the execution thereof, such acknowledgement will become a binding part of this Agreement.]

**V. Reporting Obligations.** Student-Athlete will at all times comply with all reporting obligations required under the Settlement Agreement, the Governing Bodies' rules, policies or

## APPENDIX A

procedures, or applicable law. Any and all arrangements relating to the Rights pursuant to which Student-Athlete is entitled to receive at least \$600 (or the value equivalent thereof) in consideration, whether in a lump sum payment or separate payments, or whether pursuant to a single agreement with a third party or numerous agreements with the same third party, is subject to mandatory reporting obligations. In addition, Student-Athlete will notify Duke promptly (and in any event within 48 hours) of any contact with officials or representatives of collegiate institutions other than Duke and any communication related to competition in the Sport at an institution or entity other than Duke whether such contact or communication is with the Student-Athlete, their Representatives, or other family members.

## **VI. Indemnification; Limitation of Liability.**

1. Student-Athlete shall indemnify and hold harmless Duke and each of Duke's affiliates, subsidiaries, agencies and licensees, and the trustees, officers, directors, shareholders, investors, employees and agents of each of the foregoing, from and against any and all demands, claims, actions, causes of action, liabilities, suits, proceedings, investigations or inquiries, or any settlement thereto, and all related expenses, including all litigation expenses (including reasonable outside attorneys' fees and court costs) arising out of (a) any breach by Student-Athlete of any representation, agreement or covenant hereunder; (b) the negligence, gross negligence, bad faith, intentional or willful misconduct of Student-Athlete; or (c) any infringement or alleged infringement of any third-party rights as a result of use by Duke of the Rights as permitted hereunder.

2. Subject to Section VI.3., (a) neither Party shall be liable to the other party for any consequential, indirect, exemplary, special, or punitive damages, or for any loss of actual or anticipated profits (regardless of how these are classified as damages), arising out of or in connection with this License (including the entry into, performance, or breach of this License), regardless of whether such damage was foreseeable and whether either Party has been advised of the possibility of such damages, and (b) in no event will either Party's total liability to the other Party for any claims arising out of or in connection with this License (including for breach of contract) exceed the total value of all consideration provided by Duke to Student-Athlete under this License.

3. The foregoing limitations in Section VI.2., shall not apply to claims, damages, or losses relating to (a) a Party's indemnification obligations under this License or (b) a Party's failure to comply with its confidentiality obligations under this License.

## **VII. Representations and Warranties**

1. Duke represents and warrants: (a) it has the right, power and authority to enter into and perform its obligations under this License and (b) when executed and delivered by such party, this License will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

2. [IF NOT A MINOR: Student-Athlete represents and warrants that: (a) Student-Athlete is at least 18 years of age and has the right, power and authority to enter into and perform its obligations under this License; and (b) when executed and delivered by Student-Athlete, this

## APPENDIX A

License will constitute the legal, valid and binding obligation of Student-Athlete, enforceable against Student-Athlete in accordance with its terms.]

3. Student-Athlete represents and warrants that: (a) Student-Athlete has not previously made, and after the Effective Date will not make, any similar commitment (whether through execution of a letter of intent or otherwise) to enroll at or compete in athletics for another collegiate institution which Student-Athlete has not lawfully revoked; (b) execution of this License will not conflict with any other agreement made by Student-Athlete or their Representative; (c) none of Student-Athlete, their Representatives or other family members will initiate contact with admission or athletics staffs at other institutions; (d) Student-Athlete is not under any obligation or restriction that materially interferes with or restricts the performance of their obligations under this License; (e) the use of the Rights and Materials by Duke, a Grantee, a Governing Body, or a Promotional Partner in accordance with the terms of this License will not violate or infringe upon any rights of a third party; (f) as of the date hereof, there are no pending or threatened claims or litigation against Student-Athlete with respect to any element of the Rights; (g) any representations that the Student-Athlete has made hereunder as to the Student-Athlete's qualifications, experience, capacity to provide the services rendered hereunder or any other relevant matter are true and complete; and (h) Student-Athlete has read this License and has had the opportunity to seek assistance of their Representatives prior to such Student-Athlete's execution of this License, and hereby expressly waives such assistance to the extent not already provided, both in connection with this License as well as any subsequent agreement and/or use of the Rights that arise from this License.

### VIII. Miscellaneous

**1. Relevance of Governing Body Rules.** This License and all benefits owed and rights granted to Student-Athlete under this License are subject to and limited by (a) the Settlement Agreement and (b) Duke and Governing Body rules, policies and procedures, as the same may exist from time to time. In the event of any conflict or inconsistency between the terms and conditions of this License and any of provisions of the foregoing (a)-(b), the latter will govern.

**2. Injunctive Relief.** Student-Athlete acknowledges that any breach by Student-Athlete hereunder shall cause Duke irreparable harm for which there is no adequate remedy at law and, in the event of any such breach, Duke shall be entitled to injunctive or other equitable relief unless otherwise prohibited by the Settlement Agreement. Student-Athlete recognizes and confirms that, in the event of a breach by Duke, the damage to Student-Athlete, if any, shall not be irreparable or sufficient to entitle Student-Athlete to injunctive or other equitable relief and that Student-Athlete's remedies shall therefore be limited to the right to seek monetary damages through the dispute resolution process set forth in this License and in no event shall Student-Athlete have the right in any manner to interfere with, enjoin or restrain the production, distribution, advertising, publicity, promotion or other exploitation of the Rights or Materials or to terminate or rescind this License.

**3. Dispute Resolution.** Certain disputes regarding the subject matter of this License are required by the Settlement Agreement to be resolved in the manner set forth thereunder ("**Settlement-Related Disputes**"). Notwithstanding the foregoing, the parties shall submit any and all other disputes than Settlement-Related Disputes for which there is no mandatory dispute resolution process set forth in the Settlement Agreement to arbitration in Durham County, North

## APPENDIX A

Carolina (and the parties hereby submit to such jurisdiction), in accordance with the rules and regulations of the JAMS then in effect, provided that said arbitration shall be heard before a single arbitrator, selected pursuant to said rules and regulations. The arbitrator's decision shall be controlled by the terms and conditions of this License and shall be final and binding. Judgment upon the award of the arbitrator may be enforced in any court of competent jurisdiction. If either party shall fail to appear at the hearing on the date designated in accordance with the rules of JAMS or shall otherwise fail to participate in the arbitration proceeding, then the arbitrator is empowered to proceed ex parte. Notice for service of process shall be deemed given when sent to the applicable party at such party's address set forth herein. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. In connection with any such dispute or controversy, the prevailing party is entitled to recover all of its costs, including reasonable outside attorneys' fees actually incurred in connection therewith.

**4. No Union or Guild Jurisdiction.** Duke's obligations to Student-Athlete under this License, the promotional services of Student-Athlete and the Rights granted by Student-Athlete under this License, are not subject to any collective bargaining agreement with any union or guild. No collective bargaining agreement grants rights separate from or supplemental to this License and Student-Athlete is not entitled to receive any compensation or credit other than that expressly provided for in this License with respect to any and all uses or reuses of the Materials in any and all media, whether now known or hereafter devised, for any and all purposes, including any and all replays, broadcasts in any foreign area(s), theatrical exhibition and exhibition in any supplemental market.

**5. Assignment.** Student-Athlete may not assign this License, in whole or in part, or any rights or obligations hereunder without the prior written consent of Duke.

**6. Relationship of Parties.** This License does not constitute and shall not be construed as constituting an agency, a partnership or joint venture between Student-Athlete and Duke. Student-Athlete shall furnish all services hereunder as an independent contractor and Student-Athlete shall not be deemed an employee, agent, partner, or joint venturer of Duke for any purpose whatsoever. Student-Athlete shall be solely responsible for all federal, state, and local taxes; Duke has no obligation to withhold any federal or state taxes from payments to Student-Athlete hereunder or provide any worker's compensation, unemployment insurance, medical insurance, or other employee benefits with respect to Student-Athlete. Student-Athlete is not authorized by Duke to incur obligations in the name of or on behalf of Duke, or to make any promise, warranty or representation with respect to the Rights, the Materials or otherwise, and shall not hold itself out as being so authorized. Except as otherwise set forth herein, Duke shall have no right to obligate or bind Student-Athlete in any manner whatsoever, and nothing herein contained shall give or is intended to give any rights of any kind to any third persons.

**7. Separation from Scholarship and Financial Aid.** The NIL Installment Payments do not qualify as a scholarship, fellowship, grant, educational benefit, or other form of assistance from Duke for the purpose of helping to cover the student's postsecondary education expenses ("financial assistance"). This License is separate and distinct from any financial assistance that Student-Athlete may receive from Duke. Nothing in this License shall be construed to modify, supplement, or interfere with the terms and conditions of any such financial assistance.

APPENDIX A

**8. Entire Agreement.** This License, including all appendices, constitutes the entire agreement between the parties with respect to the subject matter hereof and will supersede any prior negotiations, agreements and communications, both written and oral, with respect to any of the matters discussed herein.

**9. Amendments.** Except as provided elsewhere herein, this License may not be amended, supplemented, or otherwise modified except by a written agreement executed by both parties.

**10. Counterparts.** This License may be executed in any number of counterparts, each of which will be deemed an original as against any party whose signature appears thereon, and all of which together will constitute one and the same instrument.

**11. Severability.** If any provision of this License will be or become prohibited or invalid under applicable law or regulation, such provision of this License nonetheless will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this License.

**12. Headings; Interpretation.** The headings in this License are for convenience only and are not intended to be part of, or to affect the interpretation of, this License. For purposes of this License, the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”. This License shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. All references to “\$” or “dollars” mean the lawful currency of the United States of America.

## APPENDIX B

## Ratification of Name, Image and Likeness License

This **RATIFICATION** is entered into by [ ] an individual resident in the State of North Carolina ("**Student-Athlete**"), as of [ ] ("**Ratification Date**") (such agreement, the "**Ratification**"). Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Name, Image and Likeness License by and among Student-Athlete, Student-Athlete's parent or guardian, and Duke University, dated as of [ ] (the "**License**").

1. **Ratification of License.** Student-Athlete acknowledges that Student-Athlete had not reached the age of majority as of the Effective Date of the License and has subsequently turned 18. Student-Athlete hereby affirms and ratifies all terms, conditions, rights, and obligations set forth in the License as if Student-Athlete had originally executed the License while of the age of majority and Student-Athlete shall continue to perform all obligations therein.

2. **Limited Effect.** Except as expressly provided in this Ratification, all of the terms and provisions of the License are and will remain in full force and effect and are hereby ratified and confirmed. Without limiting the generality of the foregoing, nothing contained herein will be construed as an amendment to or waiver of any provision of the License or as a waiver of or consent to any further or future action on the part of either Party that would require the waiver or consent of the other Party. On and after the Ratification Date, each reference in the License to "the License," "hereunder," "hereof," "herein," or words of like import, will mean the License as ratified herein.

3. **Representation and Acknowledgement.** Student-Athlete represents that Student-Athlete has reviewed the License, understands its terms, and is entering into this Ratification voluntarily.

IN WITNESS WHEREOF, Student-Athlete has executed this Ratification as of the Ratification Date.

Student-Athlete



\_\_\_\_\_  
Name: Darlan Mensah



# **EXHIBIT B**

**(Screenshots from December 19, 2025  
Mensah Instagram Post)**





# **EXHIBIT C**

**(January 16, 2026 Correspondence Between  
Mensah and Duke)**

**From:** Darian Mensah <[REDACTED]>  
**Sent:** Friday, January 16, 2026 6:28 PM  
**To:** Meeghan Ford; Matthew Keane; Kaitlyn Purdy  
**Subject:** Re: Request for entry into NCAA Transfer Portal

Thank you. All has been completed. God bless.

Get [Outlook for iOS](#)

---

**From:** Meeghan Ford <m.ford@duke.edu>  
**Sent:** Friday, January 16, 2026 5:31:01 PM  
**To:** Darian Mensah <[REDACTED]>; Matthew Keane <matthew.keane@duke.edu>; Kaitlyn Purdy <kaitlyn.purdy@duke.edu>  
**Subject:** Re: Request for entry into NCAA Transfer Portal

Hi Darian,

In order to begin the transfer process, you will need to complete the Transfer Notification form in ARMS. Once logged into ARMS, click on Workflows (on the left hand side), then Workflow Launchpad. Click on "Transfer Notification Form" and then complete all of the required fields. Within the form, you will need to do the following:

- a. You will need to watch the **transfer education module** linked to the form.
- b. You will need to **complete the acknowledgment** linked to the form. This confirms you watched the video.

Once you complete those steps and submit the form, the institution has two business days to enter you into the transfer portal. Once you are in the transfer portal, you can begin speaking with other institutions.

Thanks,  
Meeghan

*Meeghan Ford*

Assistant Director of Athletics/Compliance  
(o) 919.613.6223 | (c) 919.675.4424

**Duke Athletics Compliance**

345 Scott Family Athletics Performance Center  
110 Whitford Drive (Box 90555) Durham, NC 27708

---

**From:** Darian Mensah <[REDACTED]>

**Date:** Friday, January 16, 2026 at 4:14 PM

**To:** Meeghan Ford <m.ford@duke.edu>, Matthew Keane <matthew.keane@duke.edu>, Kaitlyn Purdy <kaitlyn.purdy@duke.edu>

**Subject:** Request for entry into NCAA Transfer Portal

To whom it may concern,

This is my formal request to be entered into the NCAA Transfer portal. Please send me the necessary steps to finalize this. Thank you and have a good evening.

Best,

Darian Mensah

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# **EXHIBIT D**

**(January 19, 2026 JAMS Arbitration  
Demand)**

**Demand For Arbitration - Duke University vs. Darian Mensah #5410001609**

**Submission Date: 1/19/2026**

**1. JAMS Local Center**

JAMS resolution center	Requested Hearing Location
Washington, D.C.	Durham, North Carolina

**2. Rules & Fees**

Arbitration Rules

JAMS Comprehensive Arbitration Rules and Procedures

Filing & Submission Fees

⦿ Two-party matter: \$2,000.

**3.Claimant(s)**

- 1. Duke University

**Claimant Representatives**

A.Sarah Stone  
Womble Bond Dickinson (US) LLP  
34117NC  
301 S. College Street, Suite 3500  
28202 Charlote NC  
704-331-4900  
sarah.stone@wbd-us.com



B.James Cooney  
Womble Bond Dickinson (US) LLP  
12140NC  
301 S. College Street, Suite 3500  
28202 Charlotte NC  
704-331-4900  
jim.cooney@wbd-us.com

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#### 4. Respondent(s)

#### Respondent Representatives

1. Darian Mensah  
115 Morris Street  
27701 Durham NC  
[REDACTED]

---

#### 5. Nature of Dispute

This dispute arises from a Name, Image, and Likeness License agreement between Petitioner Duke University and Respondent Darian Mensah (the “Mensah Contract”). Mensah is a student-athlete at Duke University and the starting quarterback for Duke’s 2025 ACC Championship football team. A true and correct copy of the Mensah Contract, which contains an agreement to arbitrate, is attached hereto as Exhibit A. See detailed case submission for further information.

Amount in Controversy [REDACTED]

- [\(Mensah\) Case Summary Attachment to JAMS, Ex A.pdf](#) Claims/Responses/Counterclaims

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## 6. Agreement

Ex. A at Appx. A, p. 7 VIII.3

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## 7. Consumer & Employment

☒ NO, this is not a CONSUMER ARBITRATION

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## 8. Submission information

Name Sarah Stone  
Address 301 S. College Street, Suite 3500  
Zip Code 28202  
City Charlotte  
State NC  
Phone 704-331-4980  
E-mail sarah.stone@wbd-us.com

# **EXHIBIT E**

**(N.C. Gen. Stat. § 1–569.8)**

**§ 1-569.8. Provisional remedies.**

(a) Before an arbitrator is appointed and is authorized and able to act, the court, upon motion of a party to an arbitration proceeding and for good cause shown, may enter an order for provisional remedies to protect the effectiveness of the arbitration proceeding to the same extent and under the same conditions as if the controversy were the subject of a civil action.

(b) After an arbitrator is appointed and is authorized and able to act:

(1) The arbitrator may issue orders for provisional remedies, including interim awards, as the arbitrator finds necessary to protect the effectiveness of the arbitration proceeding and to promote the fair and expeditious resolution of the controversy, to the same extent and under the same conditions as if the controversy were the subject of a civil action; and

(2) A party to an arbitration proceeding may move the court for a provisional remedy if the matter is urgent and the arbitrator is not able to act in a timely manner or the arbitrator cannot provide an adequate remedy.

(c) A party does not waive the right to arbitrate by making a motion under subsection (a) or (b) of this section. (2003-345, s. 2.)