



USA BASEBALL NAME, IMAGE, AND LIKENESS (NIL) GUIDELINES

USA Baseball (the “Organization”) is committed to providing opportunities to its athletes to empower them to maximize their opportunities concerning Name, Image, and Likeness (NIL) while also protecting their amateur status and eligibility. USA Baseball believes athletes can enhance their personal brand through their experiences in representing the Organization on national teams and in similar contexts.

DISCLAIMER & DISCLOSURE

USA Baseball is not responsible for monitoring the athletes’ state laws, and the relevant regulations of their respective educational institutions or sponsoring or host organizations (“Host”) for ensuring compliance in participating in NIL opportunities. Athletes are solely responsible for compliance with all relevant laws and educational guidelines and regulations for maintaining their eligibility and are encouraged to promptly disclose any NIL opportunities to the Organization and their Host institution’s compliance office before engaging in NIL activities.

PURPOSE

The USA Baseball NIL guidelines (the “Guidelines”) apply to use of USA Baseball intellectual property, (including, but not limited to, the USA Baseball name, trademarks, logo marks, uniforms, images, photographs, and related indicia identifying or referencing USA Baseball (collectively “Intellectual Property”)) in athlete NIL opportunities where USA Baseball trademarks and logos may appear on uniforms, USA Baseball provided apparel and in direct references, as well as secondary usage in historical references to an athlete’s time with the Organization. In all cases such usage must be in appropriate and accurate contexts.

These Guidelines further outline the general parameters governing the use of athlete NIL for athletes affiliated with USA Baseball and related use of USA Baseball’s Intellectual Property in connection with athlete NIL. Individual circumstances of any particular NIL opportunity involving USA Baseball may vary. The Guidelines are established to provide clarity, fairness, and facilitate athlete compliance with applicable laws and regulations related to NIL activities.

ELIGIBILITY

Athletes are eligible to engage in NIL opportunities involving the athlete’s participation on a USA Baseball national team, but at all times, such opportunities remain subject to compliance with the Guidelines, NCAA rules, Host institution rules, and applicable state and federal laws.

USA Baseball national team and national team development program athletes aged 15 and older are eligible for NIL opportunities as may be provided by or facilitated by the Organization and related opportunities presented in cooperation with the Organization’s partners and sponsors.

DURATION

While national team players will always be alumni of the Organization, except in certain circumstances agreed to in writing with the Organization, NIL opportunities tied to the athlete’s status as USA Baseball athletes and utilizing any USA Baseball Intellectual Property must be made within one calendar year of the athlete’s selection to a national team. However, if an NIL

opportunity is presented outside of that time frame and the athlete desires to utilize USA Baseball intellectual property in the NIL opportunity, such requests will be considered on a case by case basis. In situations where the NIL opportunity does not actively involve USA Baseball intellectual property, but instead, simply references the athlete's participation on a USA Baseball national team, the Organization requests that historical notation of their time with USA Baseball be included in all appropriate mentions.

COMPENSATION

Athletes may earn compensation for their NIL from a third party—including but not limited to in exchange for services, activities, personal intellectual property, and appearances—as permitted by its Host institution and in compliance with the federal and state NIL laws and NCAA rules as applicable to the athlete.

Compensation will not be provided by USA Baseball in exchange for athletic performance or participation on a USA Baseball national team, development program, or event, and USA Baseball prohibits any compensation to an athlete by any third party in exchange for selection to a national team, participation in USA Baseball events, or an athlete's performance in USA Baseball events.

OBLIGATIONS

Athletes are responsible for reviewing and adhering to the terms of any contracts or agreements related to NIL activities themselves. The Organization is not a party to these agreements, nor will it review or advise on any such agreements; however, the Organization will provide guidance related to use of the Organization's Intellectual Property (See "Intellectual Property" below) as necessary and appropriate.

PROHIBITED ACTIVITIES

Athletes may not engage in NIL activities involving any use of USA Baseball Intellectual Property or referencing USA Baseball that conflict with the Organization's policies and values, NCAA rules, Host institution's policies, or federal and state laws. Prohibited activities include but are not limited to:

- Violating amateurism rules
- Endorsing or promoting banned substances, including but not limited to alcohol, tobacco, illegal substances, or banned athletic substances
- Firearms
- Using the Organization's Intellectual Property without permission or in any context which is false, misleading or inaccurate
- Engaging in gambling-related activities
- Political content
- Hate speech or other scandalous, offensive, or otherwise objectionable communications
- Any commercial activities where use of USA Baseball Intellectual Property or reference to USA Baseball may reasonably be construed as an endorsement of a particular third party product or service by USA Baseball, without the Organization's prior written consent.

As it relates to any use of USA Baseball Intellectual Property or references to USA Baseball, the Organization shall determine in its sole discretion if a particular NIL opportunity involves a prohibited activity.

INTELLECTUAL PROPERTY

Commercial use of USA Baseball Intellectual Property or content featuring USA Baseball is prohibited without the express, prior written permission from USA Baseball. However, USA Baseball recognizes that some current and former players, coaches, trainers, and others who have been a part of USA Baseball or its teams (collectively, “Team Members”) may wish to enter into opportunities involving their NIL Rights, and have an interest in publicizing their association with USA Baseball in doing so.

- Team Members who wish to use the USA Baseball Intellectual Property in connection with exercising their NIL Rights must clear the prospective use with USA Baseball.
- Companies or other third parties who wish to use the USA Baseball Intellectual Property in connection with any opportunity involving a Team Member’s NIL Rights must separately clear the prospective use with USA Baseball in a written agreement.
- Team Members and companies working with Team Members may not misrepresent the Team Member’s connection with or role with USA Baseball in connection with any use of the USA Baseball Intellectual Property.
- Under no circumstances may any USA Baseball Intellectual Property be used in connection with any products, services, or advertisements related to or featuring alcohol, tobacco, gambling, illegal substances, or banned athletic substances.
- Any use of the USA Baseball Intellectual Property in connection with a Team Member’s NIL Rights, as well as all promotions, marketing materials, advertisements and other use, must be detailed in a separate written agreement, comply with this policy and all applicable laws.

To request the use of the Organization’s trademarks and intellectual property by emailing licensing@usabaseball.com.

USA Baseball takes these guidelines seriously and reserves all rights to enforce these guidelines and take appropriate action, up to, and including termination of an athlete’s right to continued participation in USA Baseball activities, for violations of these NIL guidelines.

USA BASEBALL FACILITIES

The use of the Organization’s facilities for NIL activities is permitted but must be arranged by the athlete or the third party proposing the NIL opportunity, comply with all institutional policies, and be approved by appropriate authorities. Requests may include executing location agreements, paying applicable rental fees, and submitting waivers or liability forms.

CONFLICTS

Athletes may enter into NIL agreements involving USA Baseball Intellectual Property or referencing USA Baseball with the Organization’s sponsors with written pre-approval from the Organization. However, USA Baseball will not grant rights to use Intellectual Property to any competitors of the Organization or its sponsors.

TEAM ACTIVITIES

Athletes cannot engage in NIL activities during team activities, which include competitions, practices, press conferences, and required team gatherings and meetings.

ORGANIZATION PROMOTIONAL ACTIVITIES

Athletes may be asked to participate in the Organization’s promotional activities such as appearances, autograph signings, digital content creation, photo shoots, and similar activities.

ENFORCEMENT OF GUIDELINES

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CONTACT

For information on USA Baseball's NIL program and guidelines, contact Allison Gupton (Director, Baseball Administration) by email at licensing@usabaseball.com.