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HUDSON VALLEY YOUTH SOCCER LEAGUE (HVYSL) X GOTHAM FC PARTNERSHIP Memorandum of Understanding (MOU)

This Memorandum of Understanding (“**MOU**”) is entered as of the last date signed below (the “**Effective Date**”) by and between NJ/NY Gotham Football Club LLC (“**Gotham**”), and the Hudson Valley Youth Soccer League (“**HVYSL**”), each individually, a “**Party**”, together, the “**Parties**.”

WHEREAS, Gotham is a women’s professional soccer team and the New Jersey/New York franchise in and a founding member of the National Women's Soccer League (“**NWSL**”); and

WHEREAS, HVYSL is a nonprofit organization and a member of the official youth soccer association of the United States Soccer Federation and the United States Youth Soccer; and

WHEREAS, Gotham and HVYSL wish to enter into a collaborative relationship to enhance the success of Gotham and HVYSL and to promote and enhance the game of soccer for the youth of the Hudson Valley.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth below, and in exchange for other good and valuable consideration, the Parties agree as follows:

I. The Mutual Goals of the Parties. Under this MOU, Gotham and HVYSL agree to the following:

Purpose

Through mutual cooperation and individual and coordinated efforts, the Parties intend:

- To promote and enhance the game of soccer for the youth of the Hudson Valley.
- To enhance the business and marketing of soccer for youth, and
- To assist the Parties in enhancing the visibility of their respective organizations.

Ethics & Values

- Player first mentality; Always doing what is best for the player.
- Operate with the highest standards of integrity and mutual respect.
- Continue to create a safe and inclusive environment and opportunities.

Flexibility

- Parties may in good faith adjust deliverables from time to time upon the written mutual consent of both Parties as need & opportunity arise.

II. The Parties’ Undertakings. During the Term of this MOU, The Parties shall provide the following:

Timing / Announcement

- Three year agreement starting at date of signing
- HVYSL and Gotham FC to announce agreement via press release and owned & operated channels as part of broader announcement with ENYISA

Events

- HVYSL and Gotham FC to discuss opportunities for Gotham FC to serve as sponsor for
- marquee event(s)
 - HVYSL Awards Celebration Hall of Fame Dinner (Of the Year Awards) (typically held in November)
 - HVYSL and Gotham FC agree to discuss opportunities for Gotham FC to sponsor additional awards (e.g., Girls Player of the Year, Girls Team of the Year, Goal of the Year, Save of the Year)
- Gotham FC and HVYSL to discuss opportunities for Gotham FC to co-brand two indoor winter tournament(s) at the Hudson Valley Sportsdome and the Spring Championship weekend in June.
- HVYSL to provide Gotham FC with schedule of all tournaments & large-scale events and list of participating teams
- HVYSL to provide access to Gotham FC “street team,” ticketing team, and potentially merchandise provider for events

Ticketing

- HVYSL to have their own “Day” at a Gotham FC home game in conjunction with other participating ENYSSA member leagues including the following:
 - Discounted tickets for HVYSL community
 - On-field recognition of champions from HVYSL competitions
 - Jumbotron / PA recognition for HVYSL community
 - Premium hospitality for Board / leadership of HVYSL
 - Matchday experiences for 500+ HVYSL (and other participating league(s)) players (e.g., player autographs, on-field parade)
 - Minimum of 500 tickets purchased by Member League community to unlock matchday experiences. Tickets would need to be purchased 30-45 days prior to the mutually selected match.

Coach Education / Mentorship

- HVYSL and Gotham FC agree to discuss the opportunity to partner on a coach education / mentorship program including:
 - Integration of *Keep Her in the Game* coach training and HVYSL coach training at large (for coaches or at club or league level)
 - Joint employment opportunities at Gotham FC and HVYSL youth coaches
 - Provide HVYSL coaches with an opportunity to attend a training session followed by a Q&A with the Gotham FC coaching staff.

Youth Clinics

- Gotham FC and HVYSL to organize free youth soccer clinics (# to be determined mutually between parties)
- Gotham FC and HVYSL to co-market clinics directly to respective databases (via email, social, etc.)
- HVYSL to work with Gotham FC and HVYSL from a branding and promotional perspective

Youth Camps

- HVYSL and Gotham FC to co-organize at least one (1) co-branded summer camp per year at the Hudson Valley Sportsdome outdoor fields in Milton, NY. The location / timing of camp shall be agreed upon no later than March 1 of each year
 - Gotham FC to provide:
 - Registration platform for players
 - Equipment
 - Coaches
 - Gotham FC branding (e.g. signage, tents, flags, table cloths)
 - Gotham FC receives field space at no charge.
 - HVYSL to provide:
 - Field space
 - HVYSL branding (e.g. signage, tents, flags, table cloths)
 - Both HVYSL and Gotham FC to:
 - Market camp on their respective social media channels and email databases

Other Initiatives

- HVYSL and Gotham FC agree to work in good faith to partner on a broader soccer festival / community event with NYCFC.
- HVYSL and Gotham FC agree to discuss additional mutually beneficial opportunities around the advancement of female youth soccer participation.

Other

- Gotham FC to donate at least one (1) piece of signed merchandise (e.g., autographed jersey, ball) to Member League to use for fundraising purposes

III. Term of Agreement. Cancellation. The term of this MOU shall be for three (3) years from the date of execution. Upon expiration of the original term or any renewal term of this MOU, the MOU shall automatically renew for an additional one (1) year period unless specifically cancelled by either Party. Either Party may cancel this MOU immediately upon notice (email shall suffice) to the other Party.

IV. Confidentiality

- a. The Parties may, from time to time, provide the other Party with access to proprietary or business-sensitive information, which is not generally known to the public (“**Confidential Information**”) that the disclosing Party deems necessary for purposes of this MOU. Each Party recognizes that such Confidential Information is the property of the disclosing Party, and shall not disclose the Confidential Information to others (except as required for Contractor to perform services for the Club), nor will the receiving Party use the information for its own or another’s benefit any such Confidential Information, while the MOU is in place or thereafter.

- b. Before sharing any personal information, including but not limited to names, addresses, emails, phone numbers, or other identifying information (“**Personal Information**”), of any individual players or other persons involved in programs under this MOU, each Party shall assure they have obtained appropriate permission, including parental permission, when necessary, to do so. Each Party recognizes the importance of protecting the privacy of Personal Information and acknowledges that Personal Information obtained shall only be used internally for the purposes set forth in this MOU and for no other purpose.
- c. Notwithstanding the foregoing, HVYSL shall not disclose player contact information, personal identifying information, or registration data of its members, participants, or affiliated players to Gotham FC or any third party, except where such disclosure is expressly permitted by applicable law or authorized by the applicable individual or guardian. The Parties acknowledge that HVYSL must maintain the confidentiality of such information in accordance with its privacy policies and applicable youth sports governance standards.

V. Indemnification/Releases. Each Party shall indemnify and hold harmless the other Party, its trustees, officers, directors, employees, agents and contractors from and against any and all reasonable legal costs (including attorney’s fees), liabilities, claims, losses, lawsuits, settlements, demands, causes of action, judgments and expenses arising out of the Agreement, which may be imposed upon, incurred by or brought against the Indemnified Party as a direct result of the acts, errors or omissions of the Indemnifying Party and any of its trustees, officers, directors, employees, agents, or contractors incurred in the performance of this MOU. The Parties shall further cooperate in the obtaining and sharing of any liability/photo releases necessary for the implementation of the programs covered by this MOU. This paragraph shall survive the termination of this MOU.

VI. Intellectual Property. During the Term, use of either Party’s names, trademarks, service marks, trade names, copyrighted materials, logos, designs, symbols, mascots, and similar identifications (“Marks”) by the other Party is subject to approval by the owning party. Upon expiration or termination of this Agreement, each Party shall immediately cease and desist from using the other Party’s Marks in any way whatsoever, unless the other Party consents in writing to continued use of the Marks, which consent shall be at the other Party’s sole discretion.

VII. Miscellaneous.

- a. **Compliance with Laws/Governing Policies and Guidelines.** Each Party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this MOU, including but not limited to the Child Abuse and Neglect Reporting Act (CANRA) guidelines as Mandated Reporters to report suspicions of possible child abuse to the appropriate reporting agency. Without limitation, the Parties also agree to adhere to the policies and guidelines of governing soccer organizations where applicable, including without limitation, the U.S. Center for SafeSport guidelines and policies, including all applicable athlete safety, reporting and conduct requirements.
- b. **Entire Agreement.** This MOU contains the entire understanding of the parties concerning the subject matter hereof, supersedes all other written or oral agreements between the parties concerning the subject matter hereof. Except as set forth herein, this MOU may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing signed on behalf of each Party and otherwise as expressly set forth herein.
- c. **Independent Parties.** It is expressly agreed that the Parties shall be independent actors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on the other Party, without the prior consent of such other Party.
- d. **Non-Assignment.** Neither Party shall assign this MOU, or assign or subcontract any rights and obligations hereunder, without prior written consent of the other Party, provided, however, that Gotham may assign this MOU without HVYSL’s prior written consent to an affiliate, or to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of the assets to which this MOU relates.
- e. **Dispute Resolution.** The parties shall attempt in good faith to resolve any dispute arising out of or relating to this MOU promptly by negotiation between persons who have authority to settle the controversy. If the dispute has not been resolved by good faith negotiation, the Parties agree to submit the matter to non-binding mediation administered by a mutually agreed mediator. If the dispute remains unresolved following mediation, it shall be resolved by arbitration in accordance with US Soccer, USYS, and HVYSL guidelines. In the event of litigation, each Party knowingly, voluntarily and intentionally waives any right it might have to a trial by jury.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this MOU.

NJ/NY Gotham Football Club LLC:

By: _____
Name:
Title:
Date:

Hudson Valley Youth Soccer League:

By: Max Labrenz
Name: **Max Labrenz**
Title: **Vice President**
Date: **March 29th 2026**