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**TUITION REIMBURSEMENT REPAYMENT AGREEMENT**

**Name of Employee:** \_\_\_\_\_

I acknowledge that I have applied for reimbursement for the costs of education pursuant to the Fanatics Tuition Reimbursement Program (the "Program"). I further acknowledge that in the event that I receive reimbursement for such costs from Fanatics pursuant to the Program, the following terms shall apply:

In the event my employment with Fanatics (or any of its affiliates) terminates prior to the expiration of twelve (12) months from the date of completion of the course for which I have received reimbursement due to either, (i) a voluntary termination, or (ii) a discharge for cause (as defined below), I shall within ten (10) days after such termination reimburse Fanatics for any and all sums paid to me under the Program, subject to monthly proration.

A discharge "for cause," includes but is not limited to, (i) my commission of any criminal act; (ii) my commission of any act that does not rise to the level of a criminal act, but which involves negligence, insubordination, harassment, dishonesty or other violation of the policies of Fanatics; (ii i) my unauthorized use or disclosure of confidential information, trade secrets or other proprietary information; or (iv) any other misconduct, action or by me which Fanatics in its reasonable business judgment determines has or could have an adverse effect upon its business or affairs.

I further agree that, to the extent permitted by law, the amount of reimbursement payable by me under this Tuition Reimbursement Repayment Agreement may be deducted from my last pay and/or any other sums due to me from Fanatics or its affiliate. I agree that, in the event such withholding is insufficient to repay the full amount I owe, I will be responsible for repaying the difference between the amount deducted from my pay and the amount I owe under this Tuition Reimbursement Repayment Agreement. I further agree that if I fail to pay any sums due under this Tuition Reimbursement Repayment Agreement, (i) interest will accrue on the unpaid amount at the rate of one percent (1%) per month and (ii) I will be responsible for all costs of collection including reasonable attorneys' fees.

By my signature below, I acknowledge and agree to comply with the provisions of the Program, and that nothing in this Agreement is intended to alter my status as an at-will employee.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF EMPLOYEE