**Jr. NBA Logo and NBA Intellectual Property Use Guidelines**

As a general matter, any use of NBA and Jr. NBA intellectual property (the “NBA IP”) requires prior written approval. As a one-time exception, NBA Properties, Inc. (“NBAP”) and the Jr. NBA will grant a non-exclusive, non-transferable, royalty-free license (the “Limited License”) to Jr. NBA Partners (each, an “Partner”) to display the Jr. NBA logo (the “Logo”) solely within the parameters outlined below.

- The Logo shall be exhibited and displayed in the exact form provided by NBAP;
- The use of the Logo shall include all standard proprietary notices prescribed by NBAP, if any;
- Upon the expiration or termination of a Partner’s relationship with the Jr. NBA for any reason, Partner shall immediately discontinue use of the Logo.

- The attached Jr. NBA logo may be displayed on partner websites, flyers, promotional and marketing materials provided that each such display contain the following disclaimer language:

  “THE JR. NBA, NBA, AND NBA PROPERTIES, INC. DO NOT IN ANY WAY CONTROL OR OPERATE THE ACTIVITIES OF ANY ORGANIZATION TEAM.”

- The Logo may not be re-designed, reformatted or distorted in any way.

- The Logo may NOT be used in or on any product, packaging or labels, or in advertising for any product or merchandise or third-party.

- When the Partner uses its own company name or logo along with the Logo, the Partner’s name or logo must be presented separately and distinctly from the Logo (e.g., not interlocking or overlapping with the Logo). The Logo shall not be used more prominently or more frequently than Partner’s own company name or logo.

- The Partner shall not use or seek to register any Jr. NBA trademark or logo, or any part of one, as part or all of a product or service name, trademark, logo, domain name, trade name, or “doing business as” name.

- The Logo may not be used to suggest sponsorship nor endorsement of any Jr. NBA Partner by the Jr. NBA, the NBA, or any NBA-affiliated entity or team.

- The Logo may not be used in any way likely to result in confusion between Jr. NBA products or services and the products or services of any other entity, as determined in the sole discretion of the Jr. NBA.

- Should a Jr. NBA Partner wish to use the Logo or other NBA Intellectual Property beyond the scope what is defined above, the Jr. NBA Partner must mockup up the proposed use and send it to the Jr. NBA, to the attention of Tatia Williams, Vice President and Assistant General Counsel (twilliams@nba.com), along with a detailed description of the creative, including where it will be displayed, for how long, and any (if applicable) media plan. Please include as much detail as possible as well as your contact information. You will be contacted within five (5) business days with an approval, rejection or request for more information. All proposed subsequent uses outside of the typical use must be pre-approved in writing as well.

- We ask all Jr. NBA Partners to help support efforts to reduce the number of violations or infringements of NBA IP by reporting offenders to IP@jrnba.com.

- Any violation or infringement of NBA IP may impact one’s standing as a Jr. NBA Partner and may result in termination of the relationship with the Jr. NBA.

- All uses of the Logo by Partner shall inure to the benefit of the Jr. NBA.

The Jr. NBA reserves the right to revoke any right to use the Jr. NBA Logo and/or NBA IP at any time without notice.