

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (“AGREEMENT”) is entered into by and between GREGG MARSHALL (“MARSHALL”) and MARSHALL HOOPS, LLC (“HOOPS”), WICHITA STATE UNIVERSITY INTERCOLLEGIATE ATHLETIC ASSOCIATION, INC., its affiliates, employees, and contractors (“ICAA”), and WICHITA STATE UNIVERSITY, its affiliates, employees, and contractors (“WSU”) (the “Parties”).

RECITALS

This AGREEMENT is made with reference to the following facts:

WHEREAS, ICAA and MARSHALL entered into a CONTRACT FOR EMPLOYMENT OF MEN’S HEAD BASKETBALL COACH, effective September 24, 2015 and amended July 6, 2017 (the “Employment Contract”), wherein MARSHALL, in part, agreed to serve as head coach for the WSU men’s intercollegiate basketball team.

WHEREAS, the Parties desire to part ways, and this AGREEMENT will serve to end any and all affiliations MARSHALL and HOOPS have with WSU and ICAA and to terminate the Employment Contract with no obligation by any Party to pay liquidated damages.

WHEREAS, WSU and MARSHALL wish to settle and release any and all actual and potential claims, known and unknown, which are or could be asserted by MARSHALL and/or HOOPS arising out of MARSHALL’s employment with and separation from employment from ICAA, except that such release and waiver specifically excludes all claims or potential claims arising under the Age Discrimination in Employment Act (“ADEA”).

WHEREAS, WSU and ICAA are willing to provide MARSHALL with certain considerations described below, which it is not ordinarily required to, provided MARSHALL releases WSU and ICAA from any claims MARSHALL has made or could make arising out of MARSHALL’S employment with or separation from employment with ICAA and WSU and agrees to comply with the other promises and conditions set forth in this AGREEMENT.

WHEREAS, MARSHALL is advised he has the right to consult with an attorney or any other person before signing this AGREEMENT.

WHEREAS, this AGREEMENT will become effective and enforceable upon MARSHALL’s and HOOPS’s signatures (the “Effective Date”).

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, as set forth below, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to be legally bound by the following terms and conditions, which constitute a full and general release of any and all claims against WSU and disputes between the Parties:

1. **Consideration:**

(A) As consideration for signing this AGREEMENT, the AGREEMENT becoming effective, and MARSHALL'S compliance with the promises made herein, WSU and ICAA agree to:

1) Pay HOOPS's a total of SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$7,500,000.00). This sum shall be paid as follows: (1) one-hundred fifty-six (156) equal payments of FORTY-EIGHT THOUSAND SEVENTY-SIX DOLLARS AND 92/100 (\$48,076.92); (2) paid every two weeks commencing on December 11, 2020; (3) continuing for a period of six years; and (4) shall be subject to applicable tax deductions and will be reported by ICAA on an IRS Form 1099 and MARSHALL and HOOPS shall be solely responsible for all tax consequences (the "Separation Pay"); and

2) Accept MARSHALL'S resignation, effective as of November 17, 2020 (the "Resignation Date"); and

3) Accept MARSHALL's and HOOPS's termination of the Employment Contract, effective as November 17, 2020.

2. **Resignation of Employment and Termination of Employment Contract:**

MARSHALL agrees to resign his employment from ICAA and terminate the Employment Contract, effective as of the Resignation Date. MARSHALL and HOOPS agree that his resignation and the termination of the Employment Contract is voluntary and that no Party will be held liable to the other Party for liquidated damages under the terms of the Employment Contract.

3. **Cease and Terminate all Professional Service, Endorsement, and Other Contracts and Engagements:**

MARSHALL and HOOPS agree to terminate and immediately cease performing, operating, or authorizing the following activities where WSU, ICAA, or any reference to WSU's or ICAA's employees, students, marks, logos, departments, sports programs, or academic programs are in any way referenced: (1) any personal service contracts for radio, television, or commercial endorsements, (2) endorsements, (3) consultations, (4) speaking engagements, or (5) subscription or "pay" Internet websites.

4. **Right to Consideration:**

MARSHALL understands and agrees that MARSHALL would not receive the monies and/or benefits specified in Section 1 of this Agreement, above, but for the execution of this AGREEMENT, the AGREEMENT becoming effective, and the fulfillment of the promises contained herein.

5. **No other Compensation or Benefits from WSU or ICAA:**

Neither WSU nor any entity or person affiliated with WSU, including but not limited to ICAA, will be obligated to pay MARSHALL or HOOPS any further compensation or benefits, other than as described above in Section 1, as agreed to by the parties in the Release of ADEA Claims

as applicable, and vested benefits available to MARSHALL under a retirement plan, if any, in accordance with the terms and conditions established for eligibility and payment of such benefits. This includes, without limitation, regular compensation, professional service fees, performance incentives, fringe benefits, or business-related entertainment expenditures, as outlined in his Employment Contract. MARSHALL's health benefits will end on his Resignation Date (unless such later date is allowed under the health plan and/or WSU or ICAA policies, as applicable); provided, however, that MARSHALL continue to pay any required MARSHALL premiums through that date. MARSHALL's right to coverage under the health plan after his Resignation Date, if any, is pursuant to the requirements of COBRA.

6. Withdrawal and Dismissal of Grievances, Claims, and Charges; No Liens:

(A) MARSHALL represents, acknowledges, and confirms that neither MARSHALL nor HOOPS have filed or otherwise initiated any lawsuit, complaint, allegation of wrongdoing, assertion of wrongful or illegal conduct, charge, demand, or any other type of proceeding against WSU or ICAA in or with any local, state, or federal court, governmental agency, commission, official, department, or enforcement authority based upon any events or items occurring prior to and through the date of execution of this AGREEMENT.

(B) Except as otherwise provided in Section 27 of this Agreement ("MARSHALL's Rights to Engage in Protected Activities"), MARSHALL and HOOPS withdraw and agree to voluntarily dismiss, to the extent such dismissal is allowed by law or agency, any and all charges, grievances, claims, complaints, and lawsuits, if any, currently filed or submitted against WSU or ICAA if any.

(C) MARSHALL and HOOPS expressly waive any right to damages, any other legal and equitable relief, attorney's fees or costs, award, or recovery under any local, state, or federal law and any whistleblower laws and regulations (including, without limitation, any state or federal false claims acts or statutes), in connection with any legal proceedings, agency proceedings, administrative proceedings, enforcement or investigatory proceedings and any lawsuit that is filed, brought, initiated or pursued in the future and which is in any way based upon the events occurring before execution of this AGREEMENT or which is in any way related to the claims, causes of action, damages, and relief released herein.

(D) Nothing in this AGREEMENT is intended to or shall prohibit, limit, or otherwise interfere with MARSHALL's rights under federal, state, or local employment discrimination laws to communicate or file a charge with, or participate in an investigation or proceeding conducted by, the Equal Employment Opportunity Commission ("EEOC") or similar federal, state or local government body or agency charged with enforcing employment discrimination laws. Therefore, nothing in this AGREEMENT (including, without limitation, the release of claims, covenant not to sue, agreement to cooperate, confidentiality and non-disparagement agreements and non-disclosure obligations) shall prohibit, interfere

with, or limit MARSHALL from filing a charge with, or participating in any manner in an investigation, hearing or proceeding conducted by the EEOC or similar federal, state, or local agency. However, neither MARSHALL nor HOOPS shall be entitled to any relief or recovery (whether monetary or otherwise), and both hereby waive any and all rights to relief or recovery under, or by virtue of, any such filing of a charge with, or investigation, hearing or proceeding conducted by, the EEOC or any other similar federal, state, or local government agency relating to any claim that has been released in this AGREEMENT.

(E) MARSHALL and HOOPS further represent and warrant that there are no existing or outstanding attorneys' liens or other liens, claims, charges or encumbrances that are not extinguished or satisfied by the execution of this AGREEMENT. MARSHALL and HOOPS agree to indemnify and hold harmless WSU and ICAA for any liability in connection with such liens, claims, charges or encumbrances.

7. Mutual General Release of Claims:

(A) In exchange for, and in consideration of, the payments, benefits, and other commitments described above, MARSHALL, for himself and for each of his heirs, executors, administrators, and assigns, and HOOPS, for itself and each of its predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliated corporations, and the officers, directors, shareholders, partners, employees, attorneys and agents, past and present, hereby fully release, acquit, and forever discharge WSU, ICAA, and each of their predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliated corporations, and the officers, directors, regents, shareholders, partners, employees, attorneys and agents, past and present, of each of the aforesaid entities ("Related Persons") of and from any and all claims, liabilities, causes of action, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that MARSHALL or HOOPS may now have, has ever had, or hereafter may have relating directly or indirectly to MARSHALL's employment with ICAA or the Employment Contract, including, but not limited to, claims for wages, which, as set forth above in this AGREEMENT, have been fully paid to MARSHALL prior to the execution of this AGREEMENT, or are fully paid by way of this AGREEMENT; back pay; front pay; reinstatement; damages; or benefits. MARSHALL and HOOPS also release, acquit, and forever discharge WSU, ICAA, and Related Persons of and from any and all claims MARSHALL or HOOPS may have that arose prior to the Effective Date of this AGREEMENT, and hereby specifically waive and release all claims, including, but not limited to, claims of discrimination, harassment or retaliation; and claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991; the Equal Pay Act; the Americans With Disabilities Act of 1990, as amended; the Rehabilitation Act of 1973, as amended; Sections 1981 through 1988 of Title 42 of the United States Code, as amended; the Immigration Reform and Control Act, as amended;

the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Employee Retirement Income Security Act of 1974, as amended; the National Labor Relations Act; Title IX; Title IV; the Family and Medical Leave Act, as amended; the Fair Labor Standards Act, as amended; and any and all state or local statutes, ordinances, or regulations, as well as all claims arising under federal, state, or local law involving any tort, employment contract (express or implied), public policy, wrongful discharge, retaliation, discrimination or any other claim. Notwithstanding the foregoing, this release and waiver specifically excludes all claims or potential claims arising under the Age Discrimination in Employment Act ("ADEA").

(B) This AGREEMENT shall not apply to rights or claims that may arise after the Effective Date of this AGREEMENT.

(C) MARSHALL and HOOPS understand and agree that both are releasing WSU and ICAA from any and all claims by which MARSHALL and/or HOOPS are giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by MARSHALL, HOOPS, or on either's behalf.

(D) WSU AND ICAA irrevocably and unconditionally releases and forever discharges MARSHALL and HOOPS, and any of HOOPS present and former officers, directors, shareholders, members, managers, agents, employees, servants, predecessors, successors, assigns, parent companies, subsidiaries, related companies, affiliates, insurers, attorneys, grantees, transferees, and member banks, from all claims, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, promises, damages, judgments, extents, executions, claims, and demands whatsoever, in law or equity, whether known or unknown, arising at any time up to the execution of this Agreement. Notwithstanding anything to the contrary herein, nothing in this section shall preclude or waive any right of WSU or ICAA to join MARSHALL and/or HOOPS in any action where WSU and/or ICAA is a named defendant and claims are asserted against WSU or ICAA, in which WSU or ICAA is alleged to be liable under a *respondeat superior* theory because of allegations relating to MARSHALL's conduct.

8. **Tax Liability:** MARSHALL understands that the payment specified in Section 1 of this AGREEMENT may be subject to taxes. In paying the amount specified in Section 1 of this Agreement, neither WSU nor ICAA make any representation regarding the tax consequences or liability arising from said payment. MARSHALL and HOOPS understand and agrees that any and all tax liability that may be due or become due because of the payment referenced above is MARSHALL's sole responsibility, and that MARSHALL will pay any such taxes that may be due or become due. WSU and ICAA have no monetary liability or obligation regarding payment whatsoever (other than as set forth in Section 1 of this AGREEMENT). MARSHALL agrees to bear all tax

consequences, if any, attendant upon the payment to MARSHALL of the sums outlined in Section 1. MARSHALL further agrees to hold WSU and ICAA harmless from and against any tax or tax withholdings claims, amounts, interest, penalties, fines or assessments brought or sought by any taxing authority or governmental agency with regard to the above recited sums.

9. **Affirmations:** MARSHALL and HOOPS represent and affirm that once MARSHALL and HOOPS receive their next standard paycheck (for all pay earned for the period of October 31, 2020, through November 17, 2020) from WSU or ICAA, that both have been paid and/or MARSHALL has received all leave (paid or unpaid), compensation, wages, bonuses, commissions, expense reimbursements, and/or benefits to which MARSHALL may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions, reimbursements, and/or benefits are due MARSHALL, except as provided for in this AGREEMENT.

10. **No Further Employment:** MARSHALL acknowledges that MARSHALL's employment with ICAA ends as of the Resignation Date. MARSHALL understands and agrees that MARSHALL has no authority to bind WSU or ICAA in any transaction or agreement and will not hold himself out as an employee of WSU or ICAA or otherwise act on behalf of WSU or ICAA in any capacity after the Resignation Date. MARSHALL permanently, unequivocally, and unconditionally waives any and all rights MARSHALL may now have, may have had in the past, or may have in the future to obtain or resume employment with WSU or ICAA. MARSHALL agrees never to apply for employment with WSU, ICAA, their affiliates, and subsidiaries. In the event that MARSHALL is ever mistakenly employed by WSU, ICAA, their affiliates, and/or subsidiaries, MARSHALL agrees to have the employment terminated with no resulting claim or cause of action against WSU, ICAA, their affiliates, and/or subsidiaries.

11. **Return of Property and Disclosure of Passwords and Accounts:**

(A) MARSHALL shall, consistent with paragraph 7.4 of his Employment Contract, return all materials or articles of information with the exception of the cellular phone currently in MARSHALL's possession (except that the cellular phone contract and all charges shall be transferred to MARSHALL within fifteen (15) days of Resignation Date), including, by way of example and not by way of limitation, personnel records, recruiting records, team information, films, statistics or any other material or data relating to the Wichita State University Men's Basketball Program ("Program"), furnished to MARSHALL by ICAA or developed by MARSHALL on behalf of ICAA or at ICAA's direction or otherwise for use in connection with MARSHALL'S employment, and further agrees that all such materials or articles of information are and shall remain the sole property of ICAA. No later than three (3) calendar days from the Resignation Date, MARSHALL shall immediately cause any such materials in MARSHALL's possession or control to be delivered to ICAA.

(B) MARSHALL shall, no later than three (3) calendar days from the Resignation Date, return all other WSU and/or ICAA property with the exception

of any vehicle, surrender all club memberships with the exception of the club memberships to Flint Hills National Golf Club and Crestview Country Club, and provide a complete and accurate list of all accounts and passwords in MARSHALL's possession or otherwise known or secured by MARSHALL. The MARSHALL's will surrender the membership to Flint Hills National Golf Club and Crestview Country Club on December 31, 2020. WSU agrees to pay the membership to Flint Hills National Golf Club and Crestview Country Club through December 31, 2020. This includes, but is not limited to, such property, computers, laptops, tablets, iPads, keys, documents, work products, electronic and physical files, records, books, passwords and any other physical, electronic or intellectual property. MARSHALL agrees that MARSHALL shall be responsible for the cost of replacement for all lost, destroyed or damaged property or equipment, and authorizes WSU and/or ICAA to deduct all or part of the cost from MARSHALL'S Separation Pay and/or to recover the cost of such through payroll deduction or garnishment. MARSHALL agrees that failure to return such property and/or disclose such information shall be considered a material breach of this AGREEMENT. MARSHALL will surrender any and all vehicles on or before December 16, 2020.

(C) The Parties agree that any violation of this Section 11 ("Return of Property and Disclosure of Passwords and Accounts") would cause immeasurable damage to WSU and/or ICAA in an amount incapable of precise determination and the remedies at law for any such breach will be inadequate. Accordingly, MARSHALL and HOOPS agree that WSU and/or ICAA shall be entitled to immediate injunctive relief in any court of competent jurisdiction for any actual or threatened violation of this Section 11 ("Return of Property and Disclosure of Passwords and Accounts"), without bond, in addition to any other available remedies.

12. Cooperation and No Interference: Except as otherwise provided in Section 27 of this Agreement ("MARSHALL's Rights to Engage in Protected Activities"), MARSHALL agrees to cooperate with WSU and ICAA as follows:

(A) MARSHALL agrees to provide his full cooperation, at the request of the WSU, ICAA, and with their legal counsel, affiliates, subsidiaries, directors, officers, agents, representatives, employees, successors and assigns, in the transitioning of MARSHALL's job duties and responsibilities, any and all investigations or other legal, equitable or business matters or proceedings which involve any matters for which MARSHALL worked on or had responsibility during his employment with ICAA.

(B) MARSHALL has an affirmative obligation to cooperate fully and assist WSU, ICAA, the NCAA enforcement staff, and the Committee in the infractions process including, but not limited to, on allegations of infractions and matters involving the Infractions Appeals Committee ("NCAA Infractions Rules"). Full cooperation includes, but is not limited to reporting issues of noncompliance in a timely manner, timely participation in interviews and providing complete truth

responses and relevant information; disclosing and providing access to all electronic devices used for business purposes (regardless of whether MARSHALL pays for the device or WSU and/or ICAA pays for the device); providing access to all electronics, social media, messaging and other applications that may be relevant to the investigation; and preserving the integrity of an investigation along with the confidentiality required. Further, MARSHALL shall fully cooperate with and maintain the integrity of any investigation conducted by the NCAA, the AAC, WSU or ICAA. MARSHALL's failure to comply with this Section 12 shall constitute and be considered a specific and material breach of this AGREEMENT.

(C) MARSHALL agrees to be reasonably available to discuss matters relating to the responsibilities he held during his employment and his knowledge of any matters that pertain to any pending or threatened litigation, NCAA infractions process, or above-referenced investigations.

(D) MARSHALL acknowledges that, based upon the nature of his employment, he may be compelled or requested to testify as a witness in proceedings or to otherwise provide information or reasonable assistance to WSU or ICAA in connection with any investigation, claim or suit, and to cooperate with WSU or ICAA regarding any investigation, litigation, claims or other disputed items involving WSU or ICAA that relate to matters within the knowledge or responsibility of MARSHALL. MARSHALL therefore agrees (i) to meet with WSU's or ICAA's representatives, their counsel or other designees at reasonable times and places with respect to any items within the scope of this provision; (ii) to provide truthful testimony regarding same to any court, agency or other adjudicatory body; (iii) to provide the WSU and/or ICAA with immediate notice of contact or subpoena by any non-governmental adverse party, and (iv) to not voluntarily assist any such non-governmental adverse party or such non-governmental adverse party's representatives. MARSHALL acknowledges and understands that his obligations of cooperation under this Section 12(C) are not limited in time and may include, but shall not be limited to, the need for or availability for testimony. While MARSHALL understands that neither WSU nor ICAA will pay him for time he spends providing truthful testimony compelled by legal process, WSU and/or ICAA shall reimburse MARSHALL's expenses associated with cooperating under this Section 12(C) and shall compensate MARSHALL in a reasonable manner agreed upon by the Parties in the event MARSHALL is required to devote significant time to such cooperation.

(E) Consistent with paragraph 7.3 of his Employment Contract, MARSHALL agrees that, following termination of the Employment Contract, he will not "interfere with the Program student-athletes or otherwise obstruct ICAA's ability to conduct the Program or transact business."

(F) MARSHALL will be allowed to speak, with the presence of the Athletic Director, with his players at 9:00 a.m., on November 17, 2020, to address the reasons for resignation and say farewell to his players, except that such statements

shall be limited to the talking points agreed to by the parties and set forth in Exhibit A.

13. Non-Disclosure and Confidentiality Obligations: In consideration of the obligations and promises under this AGREEMENT, the Parties agree, as defined below, except as otherwise expressly authorized in this Section 13 (“Non-Disclosure and Confidentiality Obligations”), Section 13 (“Authorized Disclosures”), Section 12 (“Cooperation and No Interference”), or as otherwise provided in Section 27 of this Agreement (“MARSHALL’s Rights to Engage in Protected Activities”):

(A) MARSHALL and HOOPS shall not disclose or use, in any fashion, WSU’s or ICAA’s confidential information, including, but not limited to student, athlete, coach or patient records; student or athlete enrollment information; student or athlete directory information; WSU or ICAA computer records or software; any information gained by MARSHALL in the course of his employment that would be protected by the Family Educational Rights and Privacy Act and/or the Health Insurance Portability and Accountability Act of 1996; or any information relating to WSU’s curriculum, ICAA future plans, or Program plays, drills or game strategies.

(B) MARSHALL and HOOPS agree the facts and circumstances leading to the AGREEMENT are strictly, and shall forever remain, confidential, and that neither MARSHALL, HOOPS, nor their heirs, agents, executors, administrators, attorneys, legal representatives, assigns, predecessors, successors, parent corporations, subsidiary corporations, affiliated corporations, and the officers, directors, regents, shareholders, partners, employees, attorneys and agents, past and present, shall disclose or disseminate, directly or indirectly, to any third person(s), including, but not limited to, state or federal agencies, representatives of the media, WSU or Program supporters or donors, or any present or former students or employees of WSU or ICAA, under any circumstances, any information concerning any facts or circumstances leading to the AGREEMENT, including, without limitation, MARSHALL’s personnel records, and the identity or testimony of any person who provided information as a result of the alleged abuse by MARSHALL.

(C) WSU and ICAA shall not, unless otherwise compelled by lawfully issued subpoena, order of the court, or by law, release, disclose, or otherwise publish in any manner MARSHALL’s personnel records, including, but not limited to, documents referenced as “confidential personnel” records.

14. Additional Remedies for Breach of Non-Disclosure or Confidentiality Obligations:

(A) The Parties acknowledge that a violation of Section 13 of this Agreement (“Non-Disclosure and Confidentiality Obligations”) would cause immeasurable and irreparable damage to each other in an amount incapable of precise determination. Accordingly, the Parties agree that each party, jointly or severally,

shall be entitled to injunctive relief in any court of competent jurisdiction for any actual or threatened violation of Section 13 (“Non-Disclosure and Confidentiality Obligations”), without bond, in addition to any other available remedies. Injunctive relief sought shall not be exclusive but shall be in addition to any other rights or remedies for any such breach.

(B) The Parties agree that the terms of Section 13 (“Non-Disclosure and Confidentiality Obligations”) and Section 14 (“Additional Remedies for Breach of Non-Disclosure or Confidentiality Obligations”) are a material inducement for the execution of this AGREEMENT. Any disclosure or dissemination, other than as specifically allowed by this AGREEMENT will be regarded as a breach of this AGREEMENT and a cause of action shall immediately accrue for damages and injunctive relief.

15. Authorized Disclosures: Notwithstanding anything to the contrary herein, the Parties agree:

(A) Nothing in this AGREEMENT shall be construed as prohibiting or restricting MARSHALL or HOOPS from lawfully reporting fraud, waste or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information and cooperating in any ensuing investigation so long as any information provided is truthful.

(B) That each can make the statement set forth in Exhibit A to this Agreement.

(C) MARSHALL and HOOPS may disclose the terms of this AGREEMENT to their attorney, accountant, tax advisor, spouse, the Internal Revenue Service, or as compelled by subpoena or court order or statute (“Third Parties”), provided, however, that the Third Parties to whom such disclosure is made shall agree in advance to be bound by the terms of Section 13 of this Agreement (“Non-Disclosure and Confidentiality Obligations”) and all of its subparts.

(D) If MARSHALL or HOOPS is required to disclose this AGREEMENT, its terms or underlying facts pursuant to court order, subpoena or statute, that Party shall notify WSU and ICAA, in writing via electronic mail, facsimile or overnight mail, within 48 hours of MARSHALL’s receipt of such court order, subpoena or notice to compel disclosure, and simultaneously provide WSU and ICAA with a copy of such court order, subpoena or written notice to compel. The notice shall comply with the notice requirements set forth below in Section 25. MARSHALL and HOOPS agree to waive any objection to WSU’s or ICAA’s request that the document production or testimony be done *in camera* and under seal.

(E) The Parties agree that nothing in this AGREEMENT shall restrict WSU or ICAA from disclosing this AGREEMENT to its attorneys, accountants, tax advisors, regulatory agencies or the Internal Revenue Service; as otherwise compelled by court order or statute; as needed to conduct its business; or in

furtherance of its interest or to protect its interests in any threatened or actual legal matter whereby this AGREEMENT or MARSHALL's employment is at issue.

(F) By executing this AGREEMENT, MARSHALL and HOOPS acknowledge that WSU and ICAA are public entities and thus subject to the Kansas Open Records Act ("KORA"). MARSHALL and HOOPS understand that WSU and ICAA must comply with state law and provide this AGREEMENT if a KORA request is received requesting records relating to the relationship between any of the Parties.

16. Mutual Non-Disparagement:

(A) Except as otherwise provided in Section 27 ("MARSHALL's Rights to Engage in Protected Activities"), MARSHALL agrees that neither he nor HOOPS will provide information, or issue, publish or make any statement, or take any action, directly or indirectly, that would cause, or which is intended to or which reasonably might be expected to cause WSU or ICAA (including past, current or future officers, employees or students of WSU or ICAA) damage or lower WSU's or ICAA's reputation, embarrass or humiliate WSU or ICAA, or otherwise cause or contribute to WSU or ICAA being held in disrepute. This agreement extends to, but is not limited to, such statements via email, letter, social media posting, oral communications, and statements made to current or prospective student athletes or coaches, newspapers, periodicals, bulletins, journals, magazines, publications, radio stations, television stations, internet websites, or blogs.

(B) WSU and ICAA agree that the WSU CONTROL GROUP, as defined below, will not provide information, or issue, publish or make any statement, or take any action, directly or indirectly, that would cause, or which is intended to or which reasonably might be expected to cause MARSHALL or HOOP's damage or lower MARSHALL or HOOP's reputation, embarrass or humiliate MARSHALL or HOOP, or otherwise cause or contribute to MARSHALL or HOOP being held in disrepute. This agreement extends to, but is not limited to, such statements via email, letter, social media posting, oral communications, and statements made to current or prospective student athletes or coaches, newspapers, periodicals, bulletins, journals, magazines, publications, radio stations, television stations, internet websites, or blogs.

(C) For the purposes of this Section 16 ("Mutual Non-Disparagement") WSU CONTROL GROUP shall be defined as the following individuals employed by WSU as of the Resignation Date: (1) the current President and Provost for WSU; (2) Darron Boatright; (3) any individual in the Athletics Department authorized to provide any reference or employment information during their employment with ICAA or WSU; and (4) employees in WSU's General Counsel's office, during their employment.

(D) MARSHALL, HOOPS, and the WSU CONTROL GROUP represent, acknowledge, and confirm that neither has engaged in any conduct that would

violate Section 16(A) based upon any events or items occurring prior to and through the date of execution of this AGREEMENT.

(E) Nothing in this Section is intended to, and shall not, restrict or limit MARSHALL, HOOPS, or the WSU CONTROL GROUP from providing truthful information in response to a subpoena, other legal process, or valid government inquiry.

(F) The Parties agree that the terms of this Section and all of its subparts are a material inducement for the execution of this AGREEMENT. Any violation of this Section will be regarded as a breach of this AGREEMENT and a cause of action shall immediately accrue for damages and injunctive relief.

17. **No Assignment:** MARSHALL and HOOPS represent and warrant that no person other than MARSHALL had or has any interest in the matters referred to in this AGREEMENT, that MARSHALL and HOOPS have the sole right and exclusive authority to execute this AGREEMENT, and that neither MARSHALL nor HOOPS has sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand or legal right that is the subject of this AGREEMENT.

18. **Governing Law and Jurisdiction:** This AGREEMENT shall be governed and conformed in accordance with the laws of Kansas without regard to its conflict of laws provision. Any legal action must occur in Sedgwick County, Kansas.

19. **Conditions:** Should the Parties ever breach any provision or obligation under this AGREEMENT, all Parties explicitly agree to pay all damages (including, but not limited to, litigation and/or defense costs, expenses, and reasonable attorneys' fees) incurred by the harmed Party as a result of such breach. MARSHALL and HOOPS also agree that if MARSHALL or HOOPS in any manner breaches this AGREEMENT, WSU and/or ICAA shall immediately cease payment of all remaining monetary consideration owed to HOOPS under this AGREEMENT, except that all Parties agree to pay reasonable attorneys' fees to the prevailing party in any action to enforce or defend this cease payment provision. This cessation of consideration shall not limit recovery against MARSHALL or HOOPS for any damages to which they are otherwise legally entitled as a result of MARSHALL's or HOOP's breach. Further, nothing in this Section 19 shall, or is intended to, limit or restrict any other rights or remedies WSU or ICAA may have by virtue of this AGREEMENT or otherwise.

20. **No Admission of Liability:** The Parties agree that neither this AGREEMENT nor the furnishing of the consideration for this AGREEMENT shall be deemed or construed at any time for any purpose as an admission by WSU or ICAA of any liability or unlawful conduct of any kind.

21. **Headings and Sections:** The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision. Any reference to "Section" in this Agreement shall be

deemed to include the intended referenced numbered section and all subparts or subsections thereof.

22. Modification of AGREEMENT: This AGREEMENT may not be amended, revoked, changed, waived or modified in any way, except in writing executed by all Parties. The Parties agree not to make any claim at any time or place that this AGREEMENT has been verbally modified in any respect whatsoever. No waiver of any provision of this AGREEMENT will be valid unless it is in writing and signed by the party against whom such waiver is charged. The Parties acknowledge that only the General Counsel of WSU has the authority to modify this AGREEMENT on behalf of WSU and ICAA.

23. Severability: The parties explicitly acknowledge and agree that the provisions of this AGREEMENT are both reasonable and enforceable. However, if any portion or provision of this AGREEMENT (including, without implication of limitation, any portion or provision of any sentence, paragraph or section of this AGREEMENT) is determined to be illegal, invalid, or unenforceable by any court of competent jurisdiction and cannot be modified to be legal, valid, or enforceable, the remainder of this AGREEMENT shall not be affected by such determination and shall be valid and enforceable to the fullest extent permitted by law, and said illegal, invalid, or unenforceable portion or provision shall be deemed not to be a part of this AGREEMENT. To the extent any provision herein that relates to the general release of claims described in Section 7 (“Mutual General Release of Claims”) above is deemed to be illegal, invalid, or unenforceable and cannot be severed and therefore renders this entire AGREEMENT void or unenforceable as a matter of law, neither WSU nor ICAA are obligated to honor any of the terms set forth herein and MARSHALL shall return any amounts paid by WSU and/or ICAA.

24. Binding Nature of Agreement: This AGREEMENT shall be binding upon each of the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of each party and to their respective heirs, administrators, representatives, executors, successors, and assigns.

25. Entire Agreement: This AGREEMENT, with the exception of the Release of ADEA Claims sets forth the entire AGREEMENT between the Parties hereto regarding the subject matter hereof, and fully supersedes any prior obligation of WSU and/or ICAA to MARSHALL, except to the extent that MARSHALL or HOOPS is bound by any prior confidentiality, non-compete, non-disclosure, or trade secret agreement. MARSHALL and HOOPS acknowledge that neither has relied on any representations, promises, or agreements of any kind made to MARSHALL or HOOPS in connection with the decision to execute this AGREEMENT, except for those set forth in this AGREEMENT.

26. Notice Requirements: Each notice (“Notice”) provided for under this AGREEMENT must comply with the requirements as set forth in this Section. Each Notice shall be in writing and sent by facsimile or depositing it with a nationally recognized overnight courier service that obtains receipts (such as Federal Express or UPS Next Day Air), addressed to the appropriate party (and marked to a particular individual’s attention, if so indicated). Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be

the receipt of the Notice sent. Any Party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving to the other party at least ten (10) days prior Notice thereof. The Parties' addresses for providing Notices hereunder shall be as follows:

WSU and ICAA
Office of General Counsel
1845 Fairmount
Wichita, KS 67260-0205

MARSHALL and HOOPS
c/o Alan L. Rupe
1605 N. Waterfront Pkwy., Suite 150
Wichita, KS 67206

27. Selective Enforcement: The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this AGREEMENT shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

28. MARSHALL's Rights to Engage in Protected Activities: Nothing in this AGREEMENT shall be construed to limit any right or ability MARSHALL may have to enforce or challenge any right held by MARSHALL that cannot, by express and unequivocal terms of law, be limited, waived, or extinguished, including, without limitation, MARSHALL's right or ability to file a charge or claim of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC") or comparable state or local agency, to participate in any such action, to communicate with the EEOC and comparable state or local agencies, or to file or seek unemployment or worker's compensation benefits (to the extent MARSHALL is deemed to be eligible for such benefits). Notwithstanding anything to the contrary stated herein, MARSHALL'S right or ability to file a charge or claim of discrimination with the U.S. Equal Employment Opportunity Commission ("EEOC") or comparable state or local agency, MARSHALL agrees, covenants and waives all right to recover monetary damages, attorneys' fees or other individual relief in connection with any such charge or claim.

MARSHALL IS HEREBY ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT.

BY SIGNING BELOW, MARSHALL AND HOOPS ACKNOWLEDGE THAT EACH HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS TERMS, AND ENTERS INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THE AGREEMENT ITSELF.

(Remainder of Page Intentionally Blank; Signature Page to Follow)

ACCEPTED AND AGREED BY MARSHALL:

By:  11/17/20
DATE

Name: Gregg Marshall

ACCEPTED AND AGREED BY MARSHALL HOOPS LLC:

By:  11/17/20
DATE

Name: Gregg Marshall

ACCEPTED AND AGREED BY WSU:

By:  11/17/20
DATE

RICHARD D. MUMA, PhD, MPH
Interim President

ACCEPTED AND AGREED BY ICAA:

By:  11/17/20
DATE

DARRON BOATRIGHT
Director of Athletics

EXHIBIT A

AGREED PUBLIC STATEMENT

Wichita State Director of Athletics Darron Boatright has accepted the resignation of Head Men's Basketball Coach Gregg Marshall, effective immediately.

"This was a difficult decision, but one I feel was necessary for my family, the university and, most importantly, the student-athletes," Marshall said. "I remain grateful for my years spent at Wichita State. I wish to thank the coaches, student-athletes, the university, the community, and all of Shocker Nation for their unending dedication, support and loyalty. I am incredibly proud of this men's basketball program and all it has achieved over the past 14 years and am confident of its continued success."

As part of Marshall's resignation, the University has agreed to a contract settlement for \$7.75 million to be paid over a period of six years. The university's Intercollegiate Athletic Association will cover the settlement.

"Our student-athletes are our primary concern," said Director of Athletics Darron Boatright. "While the university acknowledges the success of the basketball program under Coach Marshall, this decision is in the best interest of the university, its student athletes and the WSU community. WSU will continue its pursuit of excellence with the help of its student-athletes, staff and loyal supporters of the basketball program."

"I'm incredibly proud of this basketball program. Our family – Lynn, Kellen, and Maggie – love Wichita," said Gregg Marshall.

Assistant Coach Isaac Brown will serve as the team's interim head coach.