



NBPA STANDARD PLAYER AGENT CONTRACT

Agreement made this _____ day of _____, 20_____, by and between

_____ and
AGENT NAME (HEREINAFTER "AGENT")

PLAYER NAME (HEREINAFTER "PLAYER")

In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

1 | General Principles

This Agreement is entered into pursuant to and in accordance with the National Basketball Players Association's ("NBPA") Regulations Governing Player Agents ("the Regulations") as promulgated effective March 7, 1986, and as may be amended thereafter from time to time. The Player Agent represents that in advance of executing this Agreement, he/she has read and familiarized himself/herself with the Regulations and the current NBA-NBPA Collective Bargaining Agreement ("CBA") and is currently certified as a Player Agent by the NBPA.

This agreement shall apply only with respect to the Agent's performance of services described below.

2 | Contract Services

Commencing on the date of this Agreement, the Player Agent agrees to represent the Player—to the extent requested by the Player—in conducting individual compensation negotiations or in assisting, advising or counseling the Player in connection with individual compensation negotiations for the performance of the Player's services as a Professional Basketball Player with the Player's NBA Team.

After a contract with the Player's NBA Team is executed, the Player Agent agrees to continue to assist, advise and counsel the Player in enforcing his rights under that contract.

In performing these services, the Player Agent is the NBPA's delegated representative and is acting in a fiduciary capacity on behalf of the Player. In no event shall the Player Agent have the authority to bind or commit the Player in any manner without the express prior consent of the Player and in no event shall the Player Agent execute a Player Contract on behalf of the Player.

3 | Compensation for Services

This Section 3 addresses the fees a Player has agreed to pay his Player Agent for services performed pursuant to this Agreement. These fees are subject to the maximum fee limitations, which are codified in the Regulations. **In the event any portion below is left blank, this Agreement is of no force or effect.**

The Player shall pay fees to the Player Agent for services performed pursuant to this Agreement in accordance with the following provisions:

(A) If the Player receives only the minimum compensation (or less)¹ applicable under the CBA for an individual playing season covered by an individual contract, then the maximum fee that the Player Agent may receive is two percent (2%) of the compensation received by the Player.

The parties hereto have agreed to the following fee (not to exceed 2%):

_____	_____
	PLAYER'S INITIAL
_____	_____
	PLAYER AGENT'S INITIAL

(B) If the Player receives compensation in excess of the minimum compensation applicable under the CBA for an individual playing season covered by an individual contract, then the maximum fee that the Player Agent may receive is four percent (4%) of the compensation received by the Player.

The parties hereto have agreed to the following fee (not to exceed 4%):

_____	_____
	PLAYER'S INITIAL
_____	_____
	PLAYER AGENT'S INITIAL

For illustrative purposes:

- 1) If the Player and Player Agent agree to a fee of 1% and the Player's salary is \$5,000,000 for the Season, then the Player Agent shall receive \$50,000;
- 2) If the Player and Player Agent agree to a fee of 2% and the Player's salary is \$5,000,000 for the Season, then the Player Agent shall receive \$100,000;
- 3) If the Player and Player Agent agree to a fee of 3% and the Player's salary is \$5,000,000 for the Season, then the Player Agent shall receive \$150,000; and
- 4) If the Player and Player Agent agree to a fee of 4% and the Player's salary is \$5,000,000 for the Season, then the Player Agent shall receive \$200,000.

¹This Section 3(A) addresses contracts for the Minimum Player Salary (or less), 10-Day Contracts, and Two-Way Contracts.

(C) If the Player is a Rookie drafted in the first round of the NBA Draft who receives compensation in accordance with the “Rookie Scale” set forth in Article VIII of the CBA, then the maximum fee that the Player Agent may receive is the higher of (i) 4% of the compensation in excess of the 80% amount that is guaranteed under the Rookie Scale; or (ii) the amount payable under subparagraph (A) above by a Rookie who receives only the minimum compensation under Article II, Section 6 of the CBA.

The parties hereto have agreed to the following fee (not to exceed the maximum amount stated above):

PLAYER’S INITIAL

PLAYER AGENT’S INITIAL

In computing the allowable fee pursuant to paragraph 3(A), (B), or (C) above, the term “compensation” shall include base salary, signing bonus and any performance bonus actually received by the Player; no other benefits provided in the Player contract shall be taken into account in the computing of the fee—including, but not limited to, the fact that the contract guarantees compensation to the Player for one or more seasons, the value of a personal loan, an insurance policy, etc.

If more than one Player Agent is a party to this Agreement, then Exhibit A must also be completed in its entirety. In the event Exhibit A is incomplete, the Player Agents agree to divide all fees evenly.

4 | Timing of the Payment of Agent’s Fee

The Player Agent shall not be entitled to receive any fee for the performance of his services pursuant to this Agreement until the Player is paid the compensation upon which the fee is based; within fifteen (15) days of the Player’s scheduled receipt of each compensation payment (as defined in paragraph 3 above) during the term of this Agreement or any extension, renewal, or modification thereof, the Player shall make his fee payment to the Player Agent in an amount computed in accordance with paragraph 3 above.

The Player has sole discretion to decide that it is in his best interest to make an advance fee payment(s) to his Player Agent, in which case the Player Agent is authorized to accept that advance payment; provided, however, that (A) the advance payment cannot exceed the fee prescribed in paragraph 3 above, and (B) with respect to any advance payment relating to deferred compensation the fee shall be based upon the present value of that compensation. In no case shall the Player Agent accept, directly or indirectly, payment of his or her fee from the Player’s NBA Team.

Further, the amount of the Player Agent’s fee shall not be discussed with the NBA Team with whom the Player Agent is negotiating on behalf of the Player, nor shall the Player Agent or Player secure an agreement from the NBA Team respecting the amount of the Player Agent’s fee.

5 | Expenses

All expenses incurred by the Player Agent in the performance of the services hereunder shall be solely the Player Agent’s responsibility and shall not be reimbursable by the Player, except that with respect to each Player contract negotiated under this Agreement (irrespective of the number of playing seasons covered) the Player shall (i) reimburse the Player Agent for reasonable travel,

living and communication expenses (e.g. telephone, postage) actually incurred by the Player Agent up to Two Thousand Dollars (\$2,000); provided, however, if the expenses exceed Two Thousand Dollars (\$2,000), the Player shall be obligated to reimburse the Player Agent for the amount of the excess only if he gave express prior consent to the Player Agent to incur those expenses, and the Player shall (ii) pay or reimburse the Player Agent for the fees and expenses of any attorney, accountant, tax consultant or other professional engaged by the Player Agent at the Player's express request to render services to the Player, but only if such services are other than in connection with the negotiation and execution of such Player contracts. The Player shall promptly pay all expenses, fees and costs for which he is obligated under this Paragraph 5 upon receipt of an itemized statement thereof.

By striking Section 5 above (in writing) and initialing directly below, the Player and Player Agent hereby agree to delete Section 5 in its entirety and relieve the Player of the obligation to reimburse any expenses referenced in Paragraph 5 above:

PLAYER'S INITIAL

PLAYER AGENT'S INITIAL

6 | Term

The term of this Agreement shall begin on the date hereof. Either party may terminate this Agreement effective fifteen (15) days after written notice of termination, which must be dated and accompanied by a signature and given to the other party; provided, however, that:

A) if the Player Agent's certification is suspended or revoked by the NBPA or the Player Agent is otherwise prohibited by the NBPA from performing the services he has agreed to perform herein, this Agreement shall automatically terminate effective as of the date of such suspension or termination; and

B) the fifteen (15) day notice period may be shortened by the parties by agreement, or absent agreement of the parties, upon a showing of exigent circumstances made to the Arbitrator.

7 | Arbitration: Resolution of All Disputes Arising Out of This Agreement

Any and all disputes between the Player and the Player Agent or between two or more Player Agents or any third party that has been assigned rights pursuant to Exhibit B involving the meaning, interpretation, application, or enforcement of this Agreement or the obligations of the parties under this Agreement shall be resolved exclusively through the arbitration procedure set forth in Section 5 of the Regulations. As provided in Section 5(D) of those Regulations, if any arbitration hearing takes place, the NBPA may participate and present, by testimony or otherwise, any evidence relevant to the dispute. Because of the uniquely internal nature of any such dispute that may arise under this Agreement, the Player and the Player Agent agree that the Arbitrator's award shall constitute a final and binding resolution of the dispute and neither party will seek judicial review on any ground.

8 | Notices

All notices hereunder shall be effective if sent by certified mail, postage prepaid.

IF TO THE PLAYER AGENT(S):

IF TO THE PLAYER:

9 | Assignment

A Player Agent's right to payment of fees pursuant to this Agreement may not be assigned to any third-party unless Exhibit B is completed in its entirety. In the event Exhibit B is incomplete, any purported assignment will be of no force or effect. If assignment takes place subsequent to the signing of this Agreement, then in order for assignment to be effective, the parties must complete Exhibit B and send it to the NBPA **via email** to spac@nbpa.com.

10 | Entire Agreement

This Agreement sets forth the entire agreement between the parties. This Agreement cannot be amended or changed orally and any written amendments or changes shall be effective only to the extent that they are consistent with the SPAC approved by the NBPA.

This Agreement replaces and supersedes any agreement between the parties entered into at any time on or after March 7, 1986 providing fees for services performed as defined in Sections 2 and 3 above.

11 | Governing Law

This Agreement shall be construed, interpreted and enforced according to the laws of the State of New York.

12 | Filing

This contract should be signed in duplicate: one (1) contract must be promptly delivered by the Player Agent to the Player; and one (1) contract should be retained by the Player Agent. It is the Player Agent's responsibility to maintain and/or produce this contract upon request by the NBPA. Additionally, a copy of this contract must be sent to the NBPA **via email** to spac@nbpa.com within forty-eight (48) hours of its execution.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

Please note, in the event any required portion of this Agreement is left blank, this Agreement is of no force or effect and will be returned to the Player Agent as incomplete.

The parties hereto have hereunder signed their names.

PLAYER AGENT

PLAYER

DATE OF BIRTH

PARENT / GUARDIAN (IF PLAYER IS UNDER 21 YEARS OF AGE)

EXHIBIT A – AGREEMENT TO SPLIT FEE

Player Agent _____ is entitled to _____ percent of the fees agreed to in Paragraph 3 of this Agreement.

PLAYER AGENT SIGNATURE

Player Agent _____ is entitled to _____ percent of the fees agreed to in Paragraph 3 of this Agreement.

PLAYER AGENT SIGNATURE

PLAYER SIGNATURE

If the fee split arrangement cannot be described above, please describe the arrangement on an attached sheet and have all parties sign.

EXHIBIT B – ASSIGNMENT OF FEE

The Agent(s) hereby agree to assign all payments of fees made by the Player pursuant to this Agreement to: _____

PLAYER SIGNATURE

PLAYER AGENT SIGNATURE

PLAYER AGENT SIGNATURE

PLAYER AGENT SIGNATURE

If the fee assignment cannot be described above, please describe the assignment on an attached sheet and have all parties sign.