



FIBA

We Are Basketball

APPENDIX 2 - STANDARD CONTRACT - PLAYERS' AGENT AND PLAYER

Contract between

Player Agent's Full Name: _____

Company Name (if applicable): _____

Full Address: _____

- hereinafter "the Agent" -

and

• Player's Full Name: _____

Full Address: _____

- hereinafter "the Player" –

or

• Club's Full Name: _____

Full Address: _____

- hereinafter "the Club" –

Preamble

This Contract is based on a master agreement provided by FIBA - Fédération Internationale de Basketball pursuant to the FIBA Internal Regulation governing Players' Agents.

1. Engagement

1.1 . The Player hereby employs the Agent and the Agent hereby agrees to act as Agent for the Player.

or

The Club hereby employs the Agent and the Agent hereby agrees to act as Agent for the Club.

- 1.2. The Agent shall advise, assist and represent the Player in connection with the engagement of the Player as a skilled basketball player by clubs worldwide [with the exception of...].

Particularly, the Agent shall introduce the Player to any basketball club which might be interested to retain his services, shall then negotiate on behalf of the Player the relevant player contract to be signed by the Player and will subsequently liaise and deal in the Player's interest with the club on all matters of interest for the Player in connection with his engagement with the club.

or

The Agent shall advise, assist and represent the Club in connection with the engagement of basketball players by the Club [to be supplemented] and will subsequently liaise and deal in the Clubs interest with the players on all matters of interest for the Club in connection with his engagement with the players.

2. FIBA Internal Regulations governing Players' Agents

The Parties agree that their relationship under this contract, in particular their respective rights and duties shall be governed by the FIBA Internal Regulation governing Players Agents (hereinafter the "FIBA Agent Regulation") as amended from time to time; In particular, the parties agree to be entitled to and bound by the respective rights and duties provided for in the FIBA Agent Regulations.

3. Compensation

For any contract procured by the Agent and signed by the Player, the Player agrees to pay to the Agent an agent fee of ____% of the Player's base net salary for ____ year(s). The Player is released from this obligation in the event that the player contract includes a clause according to which the agent collects his agent fee directly from the club. The Agent's fee shall be compensation for all the services to be provided by the Agent according to this contract. The Agent shall not be entitled to reimbursement of any expenses unless otherwise agreed in writing.

or

For any contract procured by the Agent and signed by the Club, the Club agrees to pay to the Agent an agent fee of ____% of the Player's base net salary for ____ year(s).

4. Term

This Agreement shall begin on the day of signature hereof by both parties and shall expire on _____ [not to exceed two years] unless renewed by written agreement between the parties].

5. Entire Agreement

This is the entire agreement of the parties. Any amendments and/or additions to this Agreement shall be made in writing; the foregoing shall also apply to any amendment to this clause 5.

6. Confidentiality

The parties agree to keep confidential the contents of this Agreement and any matters related thereto.



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7. Arbitration

Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of parties' domicile. The language of arbitration shall be English. The arbitrator shall decide the dispute *ex aequo et bono*.

Date

Place

The Agent

The Player /For the Club

* Disclaimer:

Parties that use this master agreement acknowledge that it cannot and does not take account of legal requirements of the country/countries, the laws of which may be applicable to this Contract.

Parties that use this master agreement acknowledge that it cannot and does not provide regulations for any agreement the parties may have reached. The master agreement is thus only a summary of items to be regulated by the parties. FIBA does not take any responsibility whatsoever in connection with the master agreement.