EUROLEAGUE FRAMEWORK AGREEMENT

In Luxembourg, on 23 July 2021,

On the one side, <u>Euroleague Properties SA</u>, with registered address in 60, Grand-rue, 1660 Luxembourg (hereinafter also referred to as "EP"); and,

On the other side, the <u>EuroLeague Players Association</u>, with registered address Hamburger Allee 4, 60486 Frankfurt am Main, Germany (hereinafter also referred to as "ELPA").

Euroleague Properties SA and the EuroLeague Players Association singly referred to as the "Party" and jointly, "Parties".

Both parties, mutually acknowledging each other's legal capacity to be bound by and enter into this EuroLeague Framework Agreement ("**EFA**") in their respective capacities, make the following:

RECITALS

- A. WHEREAS EP is the company responsible for the management and administrative organisation of the professional basketball competition currently named Turkish Airlines EuroLeague (hereinafter referred to as "EuroLeague"), and its exclusive holder on an international level, of all the audio-visual, marketing, and commercial exploitation rights; and,
- B. WHEREAS ELPA is constituted as an association of professionals ("Berufsverband") under German law whose objective is to represent the professional basketball players participating in the EuroLeague competition; and,
- C. WHEREAS the Parties wish to enter into the present EFA, in order to regulate the relationships between the EuroLeague clubs and players and to establish a standard set of regulations to govern that relationship as follows:

CHAPTER I: SCOPE

1. SCOPE OF APPLICATION

The present EFA will regulate the relationship between the Parties, in particular the relationship between the EuroLeague participating clubs and the EuroLeague players.

Upon the entry into force of the present EFA, EP and its clubs, and ELPA and its associated players will guarantee the observance and implementation of the EFA.

Each Party will apply and enforce the EFA vis-à-vis its members (i.e., EP and ELPA to ensure that all its members comply with the EFA). Each Party will incorporate any and all necessary provisions in their regulations and agreements, and in the club-players' contracts (see below Clause 4) which are necessary to achieve that result.

Any pacts or agreements between the parties and/or their represented stakeholders that circumvent imply modifications or exclusions to the application of the present EFA or regulations, either totally or partially will be declared ineffective.

2. <u>TIME FRAME</u>

The present EFA is set to enter into force on the date of its singature and will last for two EuroLeague seasons (namely until 30 June 2023, or to the end of the 2022–23 sporting season, whichever the later).

The parties agree that at the start of the 2022–23 season, they will negotiate in good faith the possible renewal of the EFA. The present EFA will be extended for a period of one additional season (until 30 June 2024 of the following year or the end of the 2023–24 sporting season, whichever the later) should no agreement be reached prior to its expiry.

3. RECOGNITION OF ELPA

a. EP and Clubs recognise ELPA as the exclusive collective representative of players who are employed by EuroLeague clubs as professional basketball players or who may become so employed during the term of any framework agreement between the parties or any extension thereof.

- b. EP will previously consult ELPA regarding any amendment of the season calendar, health and safety protocols, doping rules or rules of the game.
- c. ELPA has the right to represent and/or make any petitions on behalf of any player to EP upon presentation of the corresponding player's authorisation.
- d. ELPA will be informed on the opening of EP's disciplinary proceeding against any player and will have the right to represent him upon the player's authorisation before the different hearing bodies on his behalf.

CHAPTER II: CONTRACT

4. <u>CLUB-PLAYER CONTRACT</u>

A. TYPES OF CONTRACTS

The relationship between club and player will be regulated by a contract that will be agreed from the following types:

- a. Professional contract, that will follow the specifications of the Standard Player Contract (SPC) enclosed as Appendix to this EFA.
 - <u>Full -season professional contract</u> (up to 30 June, or the end of the full corresponding season, whichever the later, for a maximum of up to 5 seasons)
 - <u>30-day professional contract</u>, which may be renewable for a maximum of one additional term of 30 days at any time before the expiration of the contract. Should a club wish to renew another (second) extension, it will be converted only into a full season contract.

b. Other modalities

- Youth/Linked team contract (being understood as a team pertaining to the lower structures of the club). When a player of the Youth/Linked team aged 23 or less (1 January being the cut-off date of birth), practices or participates within the structure of the professional team, the relationship will be ruled by the corresponding agreement between the parties, to cover the working conditions for professional contracts.
- <u>Training agreement</u> (being understood as a player enrolled in the preseason and/or training activities of the club without being registered to participate in the EuroLeague), which may be used without limitations by a club and will include at least insurance for the player.

B. REMUNERATION

The SPC (applicable to full season and 30 days contracts) will detail the gross remuneration of the player, which is understood as the aggregate amount of wages received by a player on a regular basis, usually monthly including any tax payments, and/or social security contributions made by the club originating from the net remuneration ("base remuneration"). The total gross remuneration will include all fees for services provided by the player to the club, including payment for the player granting the use of his image rights, bonuses, fringe benefits or other payments in kind made to the player.

The club will provide the player with the estimated net amount based on the applicable tax and social security regulations at time of signing the SPC, notwithstanding the above, the gross amount will prevail in case of discrepancy.

The amount corresponding to variable bonuses related player/team performance may not exceed a maximum of 20% of the base remuneration.

The club must provide the player with a detailed monthly record of payments in accordance with the terms of the Contract, which includes gross and net payment, taxes and social security contributions, if any.

Players are prohibited from having any additional contracts with clubs, or from earning any remuneration from the club via a third party. In any case, any additional income and/or benefit received for his activity with the Club as a basketball player, will be considered as part of the player's remuneration for the purposes of the Financial Stability and Fair Play Regulations.

Payments to be made under each contract type:

• <u>Full-season professional contract</u>: clubs will pay a player's base remuneration divided in a minimum of 10 equal monthly instalments. For cash flow reasons clubs may pay up to 30 % of a player's base remuneration in the two last equal instalments, if specifically agreed in the player contract. The monthly salary instalments are payable no later than day fifteenth of the following month. The base remuneration for full season contracts that are registered after the start of the season will be divided into monthly payments from the month of the registration until the end of season. The

- total gross remuneration for each season has to be paid no later than 15th of July.
- <u>30-day professional contract</u>: payable no later than day five (5) after the expiration of any 30-day professional contract.

C. FRINGE BENEFITS

- a. The parties may agree in the provision by the club of housing, vehicle and/or arrival/departure conditions during the stay of the player while the contract is in force.
- b. Should Club and Player negotiate housing conditions upon the Player's first arrival at the Club, Player will receive hotel accommodation for up to fourteen (14) days from the day of his arrival (not considering time when player goes to a training camp outside the team's city).
- c. Club will provide and cover adequate superior health insurance and basic dental care for the Player for the duration of Player's contract. Player must be offered the option to cover his immediate family members (partner and children) under the insurance at his cost.
- d. Whenever during the course of Standard Player Contract the Player and the Club agree to loan the Player to a different club, both clubs will agree on the payment for expenses related to the relocation of the Player. In case of absence of the agreement between both clubs, the original club that is loaning the Player will bear the expenses. The Player can provide written proof of any relocation expenses within 30 days after the relocation. The Club responsible to pay such expense is required to reimburse the relocation expenses of up to 5,000 EUR in 14 days upon Player's submission of a written proof. Relocation expenses can only include relocation of clothes, furniture, household items, and one (1) vehicle.

D. <u>VALIDITY AND EFFECTS</u>

The entry into force of the contract is subject to the player passing, at the club's physicians' sole and reasonable discretion, of the club's first medical check-up, which will be carried out prior to any physical activity. For such, the player is required to supply all information reasonably requested of him and submit to all reasonable examinations and tests requested by the club. A player who knows he has an injury, illness, or condition that renders, or he knows will likely render, him physically unable to perform the playing services required under a Player Contract may not validly enter into such Contract without prior written disclosure of such injury, illness, or condition to the club. The player must likewise disclose

any potential doping sanctions and/or criminal offenses that may likely render him unable to perform his services.

5. STANDARD PLAYER CONTRACT

- a. The contract to be entered into by each Player and the Club by which he is employed will be a Standard Player Contract ("SPC"). Parties to an SPC may amend individual clauses due to (i) mandatory laws of the country in which the Club is domiciled, or (ii) mandatory regulations of the national basketball competition in which the Club competes, as long as the main contents of the EFA and the SPC are adhered to. Furthermore, if national law or collective bargaining agreements at a national level provide for a more favourable treatment of a player, the more favourable rule will prevail.
- b. The SPC, which will not contain amendments not specifically permitted by the EFA, must be deposited with EP for a player to be able to be registered in the EuroLeague, in accordance with the dates established in the EuroLeague Bylaws. As long as the contract submitted does not meet the requirements under the EFA and SPC, registration of the Player for EuroLeague may be denied, while the validity of the contract in general is not affected.
- c. Any player has the right to review his own deposited contract with EP at any time.

6. <u>MINIMUM REMUNERATION</u>

The minimum gross remuneration for a player with a full season professional contract is set on a scaled basis considering the number of seasons in the EuroLeague with a professional contract as established in 4.A.a:

Seasons in EuroLeague	Minimum Remuneration/season
Season 1	€60,000
Season 2	€80,000
Season 3	€100,000
Season 4	€120,000
Season 5+	€140,000

The minimum remuneration for a 30-day-contract will be prorated to 1/10th of a full season contract. The prorate will proportionally be applied to full season contracts that are registered after the start of the season. To qualify for the minimum remuneration in season

2, 3, 4 and 5+ a player, who did not have a full season professional contract, must have been on a EuroLeague team Game List for a minimum of 10 games each season.

If a player with a Youth/linked team contract has been on the Game List in at least 25 EuroLeague games (accumulated throughout different seasons of his Youth/linked team contract), he must be offered a professional contract and his season remuneration will be requalified to at least a prorate of the minimum remuneration established as for a Season 1 professional contract from the moment he reaches such threshold.

In any of the cases above, the seasons played by the Player before the adoption of the EFA are taken into consideration.

7. <u>CONTRACT NEGOTIATION</u>

A. TRANSPARENCY

- a. Players are required to declare the identity of the agent(s) acting on his behalf to EP. This information will be at the disposal for those clubs that request it to EP.
- b. The players' total gross remuneration category (including base remuneration, image rights, excluding bonuses and fringe benefits), will be at the disposal for those clubs that can demonstrate a legitimate interest in receiving such information to EP. Contract length, and potential renewal and/or early termination clauses will also be available to the clubs upon request.

The remuneration categories will be divided as follows:

Tier	Remuneration
1	Up to €250,000
2	between €250,001 and €500,000
3	between €500,001 and €750,000
4	between €750,001 and €1,000,000
5	between €1,000,001 and €1,500,000
6	between €1,500,001 and €2,000,000
7	between €2,000,001 and €2,500,000
8	between €2,500,001 and €3,000,000
9	between €3,000,001 and €3,500,000
10	Over €3,500,000

The release of such information by EP will be subject to a data protection protocol to guarantee the confidentiality of the aforementioned data among clubs. The breach of said confidentiality will entail a disciplinary sanction.

B. <u>NEGOTIATION</u>

- a. Clubs are prohibited from negotiating with a player who is under contract (or his agent) with another club unless it receives prior authorization from the club with whom he is under contract.
- b. No player or his agent may negotiate contracts with another club while he is under contract with a EuroLeague club, without the previous authorisation of the EuroLeague club with whom the Player is contracted.
- c. The aforementioned provisions will not apply in the last 60 days before the expiry of the contract.
- d. Any agent fee related to the provision of services towards a player will be borne by the respective player. This provision will not apply for existing Club-Player contracts in force prior to the entry into force of the present EFA.
- e. EP has authority to supervise the negotiation procedure, impose sanctions and precautionary measures against the club and/or the player.
- f. EP and ELPA commit to develop before January 2022 a set of rules regarding the involvement of player agents in their relationship within the EuroLeague competition, to be implemented for season 2022-23.

8. OVERDUE PAYABLES

The Financial Stability and Fair Play Regulations will be applied to safeguard the payment of players' remuneration on time.

A. MONITORING PROCEEDING

In case of overdue payables, the Management Control Commission (MCC) will initiate monitoring proceedings against a club either:

- at the request of a player
 - in case a player's remuneration has been overdue for more than 15 days, or,
 - because the Club failed to pay the player's total gross remuneration by 15th July; or
- automatically, if the club's quarterly remuneration payment confirmations to be sent to the MCC (on 15 October, 15 January, 15 April, and 15 July) reveal that player's remuneration has been overdue for more than 15 days or if a club fails to report its quarterly remuneration payment confirmations at the abovementioned dates.

The MCC will initiate a period of up to 30 days (non-extendable deadline) depending on the time elapsed since the remuneration became overdue to monitor the claim for overdue payables. Cases in which club's quarterly remuneration payment confirmations show that a remuneration payment has been overdue for at least 45 days or cases in which remuneration payments become overdue for 45 days during the MCC monitoring will be referred to the Finance Panel with undue delay.

For 30-day contracts and training agreements, each of the aforementioned deadlines will be reduced to 10 days.

If a player reports an overdue payable after 20 July, the monitoring process will start not earlier than 15 September.

The monitoring proceeding by the MCC will stop automatically from the moment that an open dispute has been filed to any competent body to deal with the club-player contract. If the MCC considers that this claim or contestation has been brought or these proceedings have been opened for the sole purpose of avoiding the deadlines set out in these regulations (i.e. in order to buy time) and/or that this claim or contestation is unfounded, the relevant amount will still be considered as an overdue payable.

B. ADJUDICATORY PROCEEDING

Upon the case being referred to the Finance Panel, an immediate automatic temporary ban on the registering of players will be imposed on the Club.

A player may supplement to the MCC additional remuneration payments become overdue once the adjudicatory proceeding is open.

The Finance Panel will issue the operative part of the decision as it relates to overdue payables within twenty (20) days from its referral. This deadline may be extended by the Finance Panel for a maximum of 15 days when justified grounds exist.

Should the Finance Panel issue a decision confirming the overdue payable, it will grant the club a final deadline of 10 days to settle the amount.

C. CESSATION OF ACTIVITIES

In case a player's remuneration has been overdue for more than 45 days, a player can cease its activities for the club (e.g., participating in training and games).

D. <u>UNILATERAL TERMINATION</u>

In case a player's remuneration has been overdue for more than 60 days, a player may unilaterally terminate his player contract.

The player's unilateral termination will not have any effect on an already pending Finance Panel proceeding.

The Club may seek remedy before the Euroleague Basketball Dispute Resolution Chamber in the event it considers the Player wrongfully terminated the contract.

9. FORCE MAJEURE SITUATIONS

- a. If the performance of contractual duties under the Standard Player Contract are wholly or partially unfeasible or are provided in a reduced or modified form (e.g. cancellation of games; games with partial or complete exclusion of spectators) for reasons for which neither the Club nor the Player is responsible (e.g. in case of a pandemic, government measures or other official interventions or similar circumstances), the Parties agree that a disruption of performance due to force majeure exists. The further legal consequences of a disruption of performance due to force majeure will depend on the respective contractual duties of the Parties, which may be affected by said disruption in different ways.
- b. In case of an alteration or cancellation of the EuroLeague season by EP (not merely the postponement of games), or the complete or partial exclusion of spectators from official games of the Club either by EP or a local authority as a direct consequence of force majeure, the Club will be entitled to adjust the total gross remuneration of the Player as follows:

- i) Adjustment of the player's yearly total gross remuneration (excluding bonuses and fringe benefits):
 - In the event of any cancelled EuroLeague Regular Season club's games: 2.25% per game.
 - In the event of any EuroLeague Regular Season club's home games played behind closed doors (i.e., complete exclusion of spectators) or with limited attendance (i.e., up to 30 % of the Club's usual's arena normal capacity): 1 % per home game.
- ii) Additional adjustment of bonuses in case of cancelled games:
 - A bonus for a team's performance in the EuroLeague may be reduced if EP cancels or otherwise modifies the EuroLeague prematurely, unless the respective bonus was already achieved before the EuroLeague was cancelled or modified. A bonus for reaching the EuroLeague Playoffs or Final Four may be reduced fully or partially, if the phase for which its qualification was obtained does not takes place.
 - Individual bonuses will be awarded in full if the respective bonus was already achieved before the EuroLeague was cancelled or modified. If the condition precedent for an individual bonus was only partially achieved at the time of cancellation or modification of the EuroLeague, the bonus is reduced on a pro-rata bases according to the number of games played until the cancellation or modification.
- c. The adjustment of a Player's remuneration must not exceed the total percentage of the force majeure-related reduction of the Club's net income (understood as the reduction of income caused due to the force majeure event minus the balance of costs caused by such circumstances) for the respective EuroLeague season in comparison to the net income of the last season that was not affected by the force majeure event. In order for a Club to reduce the Player's remuneration, the Club must submit to EP and ELPA verifiable financial statements for the respective EuroLeague season and the season not affected by the force majeure event. EP and ELPA reserve the right to request an independent audit of the Club to verify the submitted financial information.
- d. If the Club exercises its right to adjust the remuneration as set out above due to cancellation of games, and the number of cancelled games exceeds 12, the parties agree to enter into good faith negotiations regarding the excess of remuneration reduction agreed above.

- e. The abovementioned percentages will be renegotiated in good faith in case other (including domestic) competitions, in which the Clubs participate, are cancelled partially or entirely due to a force majeure event during the same season.
- f. To the extent possible, the remuneration reduction will be split throughout the season's monthly payments, adjusted on the basis of up-to-date income reduction figures presented by the Club.
- g. The above will be a compulsory minimum standard for all participating Clubs, i.e., Clubs will not be allowed to reduce the Players' remuneration by higher percentages based on individual agreements with the Players.
- h. These provisions will apply to all contracts in force during the 2021-22 season and following, excluding those contracts in force prior to the 2021-22 season which already contain a clause that allows an individual reduction of salaries for analogue situations more favourable for the player,
- i. In the event that a Club and Player already renegotiated an existing contract prior to the 2021–22 due to the financial implications of the Covid-19 pandemic and did not entail a contract extension, the reduced percentage will be taken into consideration before any additional reduction based on the above.

10. **IMAGE RIGHTS**

- a. The clubs and EP acknowledge that players are the owners of their image rights.
- b. The players grant the club the abovementioned rights during their contractual relationship with regard to all the activities of the Club to exploit these rights, declaring and ensuring that he has not assigned these rights to any third party. These rights include the Player's name, nickname, initials, signature, number, image, likeness (photograph, caricature, etc.), voice, personal or biographical data or any combination, reproduction, or simulation thereof ("Player Image Rights"). It is understood that players' trademarks (e.g., registered personal logo) are excluded.
- c. The player acknowledges that the club has granted EP all the commercial and advertising exploitation of the Player Image Rights in relation to all the activities of the Club exclusively for the management, organisation, promotion and commercialisation of the EuroLeague, by filming and broadcasting audiovisual content related to the EuroLeague, licensing this content (including any scoring, statistical, performance or other data relating

to the EuroLeague) to third parties, entering into partnership arrangements, producing, advertising, distributing, selling, promoting and marketing products and services including those of any EuroLeague sponsors, licensees, TV broadcasters and other business parties and including merchandise, by any means at EP's sole discretion.

- d. When EP and Clubs use players IP and image rights for sponsors and partners, it should be with a minimum of 3 players used in equal prominence and with no direct endorsement implied. It is accepted when the promotion of a EuroLeague partner is conducted only on a regional basis and there are two EuroLeague teams in that region. In this case, the creativity may include only two players, one from each club of the region.
- e. Each individual player has a right of refusal or a takedown right for usage, whenever a valid reason exists in alcoholic beverages (excluded 0% or alcohol free) or tobacco categories.
- f. ELPA and EP may enter into an agency agreement to reward ELPA's involvement in assisting EP to enter into a licensing and/or partnership agreement with a business party as per Clause 10.c above on the sole or joint initiative of ELPA.
- g. The players remain the holders of image rights that are not related to the activity of their Club ("Personal Image Rights"), although the players may not exercise them by entering into agreements with partners competing with the five (5) designated partners of each club or EP, nor use the club nor EuroLeague brands/logos when exploiting their Personal Image Rights, unless otherwise agreed with the club and/or EP, following consultation with the respective partner. On a yearly basis, each club will announce which are the five (5) designated partners by the first EuroLeague game of the season. In the case that the club does not announce and notify the Player of the five designated partners by the due date, it will be deemed as if the club does not have such designated partner(s). Any new designated partner will be communicated by the Club as soon as possible. In the event that the player already has an existing agreement with a sponsor of such category, the partnerships may coexist on a non-exclusive basis. The technical apparel category is excluded; therefore, players are free to associate their personal image rights with any technical apparel company.
- h. Players are prohibited from associating their Personal Image Rights to any other basketball league, federation, or competition without EP's and the Club's previous authorisation. It is understood that associations with the club's domestic league and with the players' national team are allowed.

- i. Players will have limited rights to use EP/Club IP, in particular:
 - The EP and Club logos on the Player's digital channels (for brand building purposes only, not to be sponsored by a partner of the Player).
 - The game action pictures to be used for free on the Player's digital channels (for brand building purposes only, not to be sponsored by a partner of the Player).
 - Up to two minutes of personal highlights per EuroLeague game to be used on the Player's digital channels (for brand building purposes only, not to be sponsored by a partner of the Player). The content will be published as delivered by EP and may not be edited. This content will be provided upon the Player's request, at EP's reasonable capacity, and subject to the restrictions of EP's broadcast agreements.
 - Up to 10 minutes of EuroLeague game footage per season to be used in the Player's content (e.g., docu-series, video podcasts, etc.). This content will be provided upon the Player's request, and at EP's reasonable timings capacity, and subject to the restrictions of EP's broadcast agreements.
 - Up to five merchandise items of the club (e.g., official warm-up shirt, game uniform, or similar) per year to be used by players for giveaways (fan contests, and charity gifts) but not for resale.
- j. ELPA will have limited rights to use EP/Club IP, in particular:
 - The EP and Club logos on the ELPA's digital channels (for brand building purposes only, not to be sponsored by a partner).
 - Use of EP logos for ELPA's events, subject to EP's discretional approval.
 - The game action pictures to be used for free on the ELPA's digital channels (for brand building purposes only, not to be sponsored by a partner).
 - Up to two minutes of personal highlights per EuroLeague game to be used on the ELPA's digital channels (for brand building purposes only, not to be sponsored by a partner). The content will be published as delivered by EP and may not be edited. This content will be provided upon the ELPA's request, at EP's reasonable capacity, and subject to the restrictions of EP's broadcast agreements.
 - Up to 10 minutes of EuroLeague game footage per season to be used in the ELPA's content (e.g., docu-series, video podcasts, etc.). This content will be provided upon the ELPA's request, and at EP's reasonable timings capacity, and subject to the restrictions of EP's broadcast agreements.
 - Up to 30 sec of game footage per up to two (2) ELPA partners to be used to create a partnership announcement trailer.

The content produced by the ELPA and/or its title must be different to any current content and/or content title created by EP and/or the Clubs.

11. APPLICABLE RULES

- a. Players and clubs fully accept the EuroLeague Bylaws in force for the respective season, including full compliance with the Euroleague Basketball Disciplinary Code.
- b. Clubs and players commit to cooperate in any query and/or investigation initiated by EP.
- c. The unfulfillment of the provisions foreseen in the EFA, or its attempted circumvention by either the Club or the Player may be considered as an infringement pursuant to the Euroleague Basketball Disciplinary Code.
- d. The Club-Player Contract must contain a provision granting the Euroleague Basketball Dispute Resolution Chamber the jurisdiction to hear any dispute arising from or related thereto. Club and Player may agree on alternative dispute resolution mechanisms in the Club-Player Contract for the situation that a Club is no longer registered in Euroleague Basketball competitions. Jurisdiction of state courts will be excluded to the extent permissible under the applicable law.
- e. Players accept the submission to the Anti-Doping Regulations in force throughout each season.
- f. Player and Club accept that personal data resulting from the application of the EFA may be managed by the different bodies of the EuroLeague in accordance with the General Data Protection Regulation.
- g. At the beginning of each season, all players have to be provided with a copy of the applicable rules and regulations.

12. TEAM RULES

a. Each Club may maintain or establish internal Team Rules with which its Players will comply at all times, whether on or off the court; provided, however, that the Team Rules are in writing, are reasonable, and do not violate the provisions of this Agreement (or the Standard Player Contract). The club may impose disciplinary sanctions

on the player, including but not limited to a warning, fine, penalty or suspension. The club's disciplinary acts should not be degrading and should not endanger or harm the Player.

- b. Club rules cannot consist of the following subjects and therefore no Club can sanction a Player for, including, but not limited to:
 - Poor performance in game or practice.
 - Losing a game or games.
 - Not attending Club activities on a Day off outside of this agreement.
 - Not participating in any unofficial practice and/or activity, outside of this agreement.
 - Leaving for Second medical opinion in accordance with "Medical Second Opinion" provisions.
- c. In case a Club intends to discipline and/or sanction a Player based on the Club's Team Rules, the sanction must be stated in the Team Rules. The Club must provide the Player with a written notification and an opportunity to be heard prior to issuing the sanction. Club will inform EP of the outcome of any disciplinary proceeding initiated against the Player.
- d. Any established Club's Team Rules will be provided to Club's Players as an Annex when signing the SPC. The final version of the Team Rules for the respective season will be presented to the Players no later than the first day of training camp.
- e. A player may file an appeal to EBDRC challenging the Club's imposition of disciplinary sanction on a player for a violation of a provision of the Team Rules, within fifteen (15) days from the date upon which the imposition of such discipline on the Player was notified in writing to the Player.

CHAPTER III: WORKING CONDITIONS

13. PRACTICES & GAMES

A. GENERAL RULES

a. The player will be available to participate in all games (either official and/or friendly) in which the club participates, as well as those organized by EP (or its assignees) to which the player may be summoned.

- b. The player will attend all practices, either individual or collective, as organized by the club in accordance with the rules determined in this Agreement.
- c. Clubs will provide the player with a weekly schedule plan in writing, and at least 2 days in advance.
- d. No player may use the Club's facilities without informing the Club. Club will unilaterally decide whether the player's activity must be supervised by the Club's coaching staff.
- e. Basketball and physical conditioning activities will not deviate from generally accepted, safe training practices. By way of illustration only, player will not participate in running exercises in the mountains or on other uneven terrain, in basketball activities on any unsafe playing surface, or in any other activity where there is reasonable medical concern that such participation will place the players at a risk of injury, illness, or other harm.

B. PRESEASON

- a. Training camp may begin up to a maximum forty (40) days prior to EuroLeague Regular Season Round 1 or up to a maximum of thirty-two (32) days prior to the club's Domestic League Regular Season Round 1 whichever the earliest. ELPA and EP will determine and announce the exact date for start of each season's training camp by July 1st (or immediately after the release of EuroLeague game schedule) of the same year.
- b. Any other club activity in July or August is voluntary for players to join. Under no circumstance will Club pressure or coerce the Player into any individual/team activity or practice prior to the start of training camp.
- c. Players are not required to arrive to Club's city more than 48 hours prior to the first Club activity to conduct medical testing, arrange necessary paperwork, search for house/apartment, etc, unless the player must respect a longer mandatory quarantine period due to existing Covid-19-related restrictions upon arrival in the Club's country. In the latter case, it is the Club's obligation to inform the Player accordingly about existing Covid-19-restrictions and to arrange for timely arrival of the Player in order for him to be available on the first day of training camp.

- d. On single practice days, practice session may last no longer than 3 hours, including the time spent in weight room, stretching, and participating in aerobic warm-ups and cool-downs.
- e. On double practice days, practice sessions may last an aggregate of 5 hours, including the time spent in weight room, stretching, and participating in aerobic warm-ups and cool-downs.
- f. There will not be more than five consecutive practice sessions (i.e., never three consecutive days with two practices).
 - g. All basketball practice sessions can be contact practices (with ankles taped).
- h. Players will have one day off per week, with media/promotional/commercial activities permitted on the day off.
 - i. Second practice session on EuroLeague Media Day is not permitted.

C. <u>COMPETITION SEASON</u>

- a. The Competition Season is understood from the first official game of the club irrespective whether EuroLeague or Domestic competition.
- b. There will be a maximum one practice per day with players' ankles taped. If a second practice is scheduled for the same day, this may only be non-contact practice without players' ankles taped.
- c. Second daily basketball practices are not allowed when the team has two or more official games per week. In case of fewer games per week, a second daily basketball practice can only take place once a week.
- d. On practice days, practice sessions may last an aggregate of no longer than 3 hours, including the time spent in weight room, stretching, and participating in aerobic warm-ups and cool-downs.
- e. After any game (except during official tournaments such as Cup, Super Cup, Playoffs, Final Four), the earliest time a practice or any other activity can begin is 12:00 noon the next day, except for travel or medical treatment.

- f. Media/promotional/commercial activities during days off are only permitted once out of the four days off per month as established in Clause 20.
- g. Player will have four days off per month, with only physiotherapy or medical treatments permitted that day.

14. PLAYER HEALTH AND WELLNESS

A. PHYSICAL CHECK-UP

All Players will have to submit to a standardised physical check-up health screening such as cardiac screening, tests, etc. at their Clubs at the beginning of the season in accordance with the Sport Medicine laws, rules and regulations of the Country where the Clubs are based. No player activity will occur without passing the corresponding medical tests. This physical check-up is not the above-indicated first medical check-up established in Clause 4.D.

B. MEDICAL SERVICES

- a. EP commits to working on improving the medical services of the clubs throughout the duration of the EFA. Each Club will send to EP and ELPA all their Medical Staff's qualifications, board affiliations and national association memberships at least 7 days before the start of the pre-season.
- b. Clubs are obliged to report players rest due to injuries and/or illnesses within 24 hours to EP.
- c. Players and Clubs are obliged to follow the Health and Safety Protocols established by EP.
 - d. Clubs will provide each player's collected medical data upon Player's request.

C. EMERGENCY STANDARDS

At least one member of Club's Medical and Performance Staff who regularly travels with the team should have a valid AED-CPR Certification issued by a valid institution and recognized by the country where each respective club is based.

D. SECOND MEDICAL OPINION

- a. Players and Clubs have the right to ask for a neutral second medical opinion regarding the treatment of injuries of players and all the related health conditions/concerns that will be coordinated through the Euroleague Basketball Medical Officer.
- b. Anytime a club or player requests a neutral second medical opinion, the requesting party will be responsible for covering all costs. Upon approval by the Euroleague Basketball Medical Officer, a Player will be granted up to 3 days (including travel days) to visit other city/country in order to obtain a neutral second medical opinion.
- c. The Euroleague Basketball Medical Officer will liaise with the Team Doctor and the neutral second medical opinion doctor to obtain a final diagnosis for the player, applying established protocols in case there is a lack of consensus.

E. CONCUSSION PROTOCOL

- a. The implementation of Euroleague Basketball's Concussion Protocol is mandatory throughout all clubs. Instructions will be forwarded to every Club through an awareness campaign.
- b. EuroLeague and ELPA will periodically review general Concussion Protocol updates and recommendations in order to provide best available protocol for players' health.

F. ON COURT PLATFORMS

- a. No canvases are authorized inside nor around the playing court area.
- b. No stickers inside the basketball court are allowed, except EuroLeague logo in the area between the three-point line and mid-court, and Club's logo in the mid-court circle which will be preferably painted.
 - c. Any advertising in the free-throw circle can only be painted.

15. PROMOTIONAL & COMMERCIAL APPEARANCES

a. The players will actively promote collective marketing actions as defined by the Club and EP.

- b. The players will actively promote EuroLeague and Club partners for EP or Clubs or the partners, attending at no cost a maximum of 10 commercial appearances per season. The number of appearances will be equally shared between EP and Club (5 EP and 5 the Clubs). Number of commercial appearances is not transferable between EP and the Clubs.
- c. If a player makes any additional commercial appearances in the same season, they will be remunerated per every appearance above 10 (5 for EP or 5 for the Clubs) in the amount of \leq 1,000 for every appearance of less than one hour, or \leq 2,000 for every appearance of more than one hour (excluding transportation).
- d. Upon each player's individual approval, the aforementioned commercial appearances may include activation in the player's digital/social media channels by creating content around it or sharing content provided/published by EP or the club.
- e. No player will be required to make promotional or commercial appearances on two consecutive days, with the exception of the Final Four. Appearances will not occur at a time that could interfere with a player's reasonable preparation to play on the day of a game.
- f. In case of players traveling to another city or country for any kind of promotional or commercial appearance, organizer has to provide business class plane (or train) ticket, accommodation (if needed), food and transportation from the airport (train station) to the hotel/venue and back. In case the player requires accommodation, this should be bed & breakfast, with access to gym and spa in a minimum of 4-star hotel if available. Additional room expenses will be paid by the player. If the player requires any special physical treatment, this should be communicated in advance and certified by the team doctor, and the club/league will make every effort possible to book this service.
- g. Clubs and/or EP are required to inform the Player about any promotional and/or commercial appearances at least 3 days in advance, or at least 7 days in advance in case of travel to another city/country.
- h. The following activities will be regarded as commercial appearances when held specifically to deliver value to a sponsor:
 - Any type of sponsor commercials (video production, photo shooting, audio recording etc.).
 - Fan engagement aligned with a promotion of a sponsor, such as:
 - Sponsors' event.
 - Meal with sponsors, although excluding meet & greets in VIP areas.

- Meet & greet with sponsors.
- Autograph signing session aligned with a promotion of a sponsor.
- Photograph session with fans aligned with a promotion of a sponsor.
- Other similar activities.
- i. It is explicitly agreed that charity/community events, fan appreciation activities before and after games, full roster activities, or media activities, will not accrue to the number of the commercial appearances as long as players are not required to promote any sponsor, product, or services.
- j. Likewise, the participation in compulsory activities established by EP such as Media Days, and Final Four activities, meet and greet in VIP areas following a home game, integrity seminars, player institutional meetings (either in person or online) will not accrue to the number of the commercial appearances, as long as players are not required to promote any sponsor, product, or services.
- k. Players public and private digital channels will feature the EuroLeague brand and its Clubs' brand in a respectful way when representing their professional activity with the club/EuroLeague.

16. SPORTS EQUIPMENT

- a. The Club will provide Players with sports equipment necessary for them to pursue their basketball-related activities. The Players are obliged to use the equipment provided by the Club.
- b. It will be the Players' choice as to what brand of basketball shoes they wear in games and practices, unless the Club has an existing technical provider agreement that includes shoes at the time of entry into force of the present EFA. In such case, the Player is obliged to wear the basketball shoes provided by the Club. The exception will not apply, if the Player has an existing personal endorsement deal in the technical apparel category concerning basketball shoes, or has another justified reason (e.g. medical or performance-related) to not wear the shoes provided by the Club, provided that he disclosed such reason to the Club prior to signing the contract with the Club. In case a medical or performance-related reason emerges during the season, the Player will be able to disclose such reason at any time, while in that case the Club may request the shoes to be unbranded.

17. WEARABLE DEVICES

A. PRACTICES

Clubs and EP can request from players to use wearable technology in practices to track and measure information such as jumps, change of directions, accelerations, and decelerations, loads, heart rates, heart rate variations, distances, speeds, heights, weights, biometric information and other health and performance information related to the Players (including the recording of audio and video of it), however:

- The use of the aforementioned wearable technology will be subject to and conditioned by the voluntary acceptance of its usage by the Players, as Players have the right to refuse its usage at any time.
- The purposes of the use of these wearable devices should be clearly explained to the Players by the Medical and Performance Staff of the Club and/or EP, also in a written form.
- All data collected by the Clubs and/or EP using these wearable devices are private and confidential and can only be used for healthy, performance and tactical purposes.
- All data collected with the wearable devices must be accessible by the Players anytime at Players' request.
- All data collected can be used, disclosed, and shared only within each Club and/or EP by their staff and Players.
- All data collected with the wearable devices will not be used and will be never used on the occasion of or for the purpose of the Players' contractual negotiations.

B. **GAMES**

- The use of wearable devices during games will be solely authorized by EP, which will ensure that any devices used minimizes interference with the player's performance. ELPA will be consulted previously regarding the use of any wearable devices.
- EP may request the use of wearables in order to gather data as included in Clause 10.
- EP has the right to reach league-wide agreement regarding the use of any
 wearable devices during games. In the event that the data obtained through
 the wearable devices represented an additional stream of data that belongs
 to the clubs and/or EP in accordance with Clause 10, it will be object of a
 commercial revenue share agreement with ELPA.

18. TRAVELING

- a. Upon traveling, clubs will book priority check-in, security fast lane, and priority boarding. The home club will assist the visiting club in providing such services.
 - b. Upon availability, exit row seats will be booked for 12 players.
- c. Players should not be obliged to carry any additional team luggage (e.g., practice gear, team jerseys, medical equipment etc.) for home or away games.
- d. Before each game, light meal must be available for Players inside the locker room, including fruit, energy bars, bottled water, and sports drinks.
- e. Anytime a team travels straight after a game, players will receive a hot meal post-game before travelling. Otherwise, team dinner will not be obligatory, and players will be released to leisure time, as long as team travel schedules are respected.
- f. Club is responsible to provide transportation for players from home city to the city where the game is played and back. A Player must seek express permission from the Club to travel back to/from a team trip by the player's own means.

19. HOTELS

- a. Hotels must be rated at least four-star on all trips or when Club organizes a 'camp' in home city prior to any games.
- b. Single hotel rooms for Players during all trips, (including preseason and if the Club organises a 'camp' in home city prior to any games). This provision only applies to Players with a professional contract.
- c. Hotels where teams stay will have an appropriate fitness centre with machines for weight-lifting and cardio exercises suitable for players' individual training available for players.
 - d. Hotels must have extra-long beds available on clubs'/players' request.

20. DAYS OFF

- a. A Day off means a full calendar day on which Player is not required to participate in any Club directed activities, including, but not limited to games, individual or team practices, individual or team video sessions, individual or team meetings or media/promotional/commercial/charity activities.
- b. Under no circumstances will a Player provide services for the Club on a player's Day off, with the exceptions foreseen in this EFA.
- c. Players will have four days off per month, with only physiotherapy, medical treatments or travel only permitted on those days.
- d. Players are entitled to a minimum of three (3) calendar days off (including games), not including travel days, for birth leave, which must be close to the child's date of birth (15 days preceding or following the birth). The Player should notify the Club on his intent to use birth leave at least 14 days in advance. In this case, Player's monthly remuneration is not prorated.
- e. Players are entitled to a minimum of three (3) complete days off (including games), not including travel days in case of a death of an immediate family member (partner, spouse, parents, grandparents, children, or siblings,). In this case, Player's monthly remuneration is not prorated.
- f. Any absence due to Birth or Death of a player's close relative will be coordinated between the Player and the Club in good faith.
- g. After any National Team major competition (i.e.: World Cup, Continental Championships, Olympic Games, excluding qualification phases or Tournaments), Players are entitled to a minimum of 2 (two) full calendar days off, not counting travel days, before joining the Club.

21. OFF-SEASON

The player will have at least 30 consecutive days of free from club's organized basketball activity, during the months of June and/or July.

Clubs have the option to provide all players with an off-season workout plan that must be followed.

22. PERMANENT TOTAL DISABILITY/DEATH

In the event that due to an accident occurred during the performance of the Club-Player contract the player suffers Permanent Total Disability or Death, the club may terminate the contract, paying as an indemnity the amount of six (6) monthly instalments of the player contract.

CHAPTER IV: OTHER PROVISIONS

23. WORKING GROUP

EP and ELPA undertake to set up a joint working group on a permanent basis to discuss at regular intervals issues relating to, e.g. competitive sport, governance, marketing, player transfers, agents, player education and well-fare. EP and ELPA will independently select the persons to be sent to the joint working group. EP and ELPA will be entitled to convene the working group within a reasonable notice period at least once every six months.

24. ELPA PROGRAMS

- a. Selected Players (maximum two from each Club, which will be agreed between the Club, EP and ELPA) are permitted to attend ELPA activities for up to 2 (two) days, including traveling, in the period during pre-season period.
- b. All first-year players are obliged to attend online the Euroleague Basketball/ELPA Newcomer Program, which will be attempted to be held at the same time as EP and ELPA pre-season activities.
- c. ELPA will conduct annual ELPA Team Meeting with each EuroLeague team. ELPA will communicate with each Club and agree in the most suitable day/location. Clubs must cooperate to allow players attending it.
- d. ELPA will conduct two in-season Educational Sessions for players, either online or in-person. ELPA will communicate with each Club no later than 15 September each season to propose the most suitable dates and times. Clubs must cooperate to allow players attending them.

25. EQUAL TREATMENT, ELPA FEES, CHECK-OFF AND ENFORCEMENT

A. EQUALTREATMENT

Commencing with the execution of the EFA, the working conditions negotiated thereunder as well as the benefits and protections warranted by ELPA to its members will be granted to all players participating in EuroLeague indiscriminately, i.e. irrespective of whether a player is an ELPA member or not. This clause does not apply to statutory rights under the ELPA Statutes reserved to ELPA members, such as voting in the General Assembly or being eligible to be elected to an office. All players participating in the EuroLeague are eligible for ELPA membership as per Section 4 ELPA Statutes.

B. MEMBERSHIP FEE / SERVICE FEE

All players must pay an ELPA membership or service fee, as the case may be, as follows:

- a. Any player on a full-season professional contract who is or later becomes a member of ELPA must pay his annual membership fee to ELPA according to the ELPA Membership Fee Regulations.
- b. Any player on a full-season professional contract (including any player in the future) who is not a member of ELPA must pay to ELPA an annual service fee for the working conditions negotiated under the EFA as well as the benefits and protections warranted by ELPA as per Section A. The service fee will be in the same amount as the membership fee required of a player who is an ELPA member.
- c. Any player with a 30-day professional contract must pay the membership or service fee at a reduced rate in accordance with ELPA Membership Fee Regulations.

The current amounts of the ELPA Membership Fees will be provided to Players at the time of signing an SPC. The service fee cannot be increased during the contractual period of the EFA.

If a player also pays a membership or service fee to a national players association in the country where the club is domiciled, such fee will be deducted from the annual ELPA membership or service fee stated above. Upon presenting a receipt of payment made to a national players association, ELPA will reimburse the respective amount to the player.

The funds accumulated from the ELPA membership or service fee payments stated above will be used for statutory purposes of ELPA only (Section 3 ELPA Statutes). In particular, they will be used to improve the working conditions of all players participating in the EuroLeague as per Section A.

C. CHECK-OFF

Wherever legal, each Club will deduct the membership or service fee, as the case may be, from the Player's remuneration during the respective season and will forward the deducted amount to ELPA no later than 30 days after registering the player with the EuroLeague, for each player for whom a written current check-off authorization has been provided to the club.

In case a Club is not legally allowed to deduct the membership or service fee from a player's remuneration, or authorization has not been provided, the player must pay to ELPA the membership or service fee himself no later than 30 days after his registration with the EuroLeague.

D. <u>ENFORCEMENT</u>

Upon written notification to EP by ELPA that a player's membership or service fee was not paid, EP and ELPA will raise the matter for discussion with the player and his Club. If there is no resolution of the matter within 14 days, the non-payment may be considered an infringement pursuant to the Euroleague Basketball Disciplinary Code in accordance with Clause 11.c. of the EFA.

Furthermore, ELPA has the right to pursue a claim against (i) the player or (ii) his club, if a written current check-off authorization has been provided to the club, and the club is entitled legally to deduct the player's membership or service fee from a player's remuneration, but fails to do so. While the payment is outstanding, ELPA has the right to retain from the player benefits and protections warranted by ELPA as per Section 25.AA.

26. MISCELLANEA

- a. EP, the EuroLeague clubs and the ELPA will establish joint initiatives to support players transition from their playing career to their next step in life.
- b. Players will receive one complimentary EuroLeague TV season pass provided by EP.
- c. During the regular season and the playoffs, players will receive a minimum of two complimentary tickets for every home game, and one complimentary ticket for every away game. Players will have an option to purchase additional tickets for every home game, with clubs making best efforts to offer the possibility to purchase additional tickets for every away game.

27. OTHER ACTIVITIES

- a. Players are prohibited from engaging from any high-risk activity without prior consent from the club according to the provisions of the SPC.
- b. Players must obtain permission from their club to participate in any other organised basketball activity, anywhere in the world. This does not apply to a player's off-season participation with 5v5 national teams. ELPA and EP commit to defining meaningful regulations on EuroLeague player release and participation with national teams (subject to similar criteria to the ones applied to other players from other competitions), without undermining the contractual obligations towards the Clubs.
- c. Players will report immediately any injury, illness or other condition suffered by to his Club and will make available any relevant medical or other records. In addition, the Player will make himself available as early as practically possible to a physician or other appointed representative of his Club so that the Club may participate in the evaluation and treatment of the injury. A player will not participate further in training or competition activities unless it receives prior clearance from his Club.

28. OFFICIATING

EP commits to carry out league-wide team-by-team pre-season meetings for players to present rules and guidelines before the upcoming season and discuss open issues.

29. <u>INTERPRETATION OF THE EFA AND DISPUTE RESOLUTION</u>

- a. All operational matters related to the EFA will be managed directly between EP and the ELPA.
- b. Only in the case that a conflict arises from the interpretation of the present EFA, the parties will form a bilateral commission formed by a maximum of 3 persons from each organization to discuss the issue in good faith.
- c. Should no agreement be reached, the parties agree to submit any dispute arising from or related to the present EFA exclusively to the Court of Arbitration for Sport, in Lausanne, (Switzerland), which will be resolved definitively in accordance with the Code of sports-related arbitration.

- d. Should any provision of this EFA be found by a competent forum to be invalid, illegal, or unenforceable, the remaining provisions will not be affected or impaired thereby, except to the extent reasonably necessary to preserve the intent of the parties, and the parties will establish good faith negotiations to seek legal remedy to the inapplicable provision.
- e. Any amendment of the EFA as well as any other matter affecting the working conditions of the players not yet covered by the EFA will only be made upon agreement between EP and ELPA. Any additional pacts between the parties throughout the term of the present EFA, or agreements that add, remove, or modify its content, will automatically become an integral part of it.

30. **SUBSIDIARITY**

The present EFA and its further implementations in the SPCs will operate to the extent that it does not contradict mandatory laws and regulations of the country in which the Club is domiciled, in which case the latter will prevail.

The EFA is a compulsory minimum standard for all participating Clubs and Players of EuroLeague. Clubs and Players are allowed to deviate from the EFA (including the SPC) only in the Player's favour, and only if the obligations towards EP and ELPA hereunder are not affected.

31. NO PARTNERSHIP/JOINT VENTURE

This Agreement is made between principals and nothing herein contained will be deemed to constitute a partnership or joint venture between the parties hereto.

32. TRANSITORY PROVISION

For players' contracts already in force prior to the EFA, a contract addendum will be signed between the respective clubs and players to include the terms of the present EFA.

In full agreement of the above, the representatives of both Parties sign the present EFA in two original copies on the place and date established above,