

## **EUROLEAGUE STANDARD PLAYER CONTRACT (Season/Multi-Season)**

The EuroLeague Standard Player Contract (“SPC”) is aimed at Professional Basketball Players (hereinafter referred to collectively as “Players” and individually as “Player”) playing in the EuroLeague, which is administered and organised by Euroleague Properties SA (“EP”). It is based on the EuroLeague Framework Agreement (“EFA”) reached between the EuroLeague Players Association (“ELPA”) and EP.

The SPC, including all Annexes, will provide the basis for a Player’s participation in the EuroLeague as well as in domestic competitions of the club that has a contract in force with the Player (“Club”), irrespective of whether domestic competitions require the Player and the Club (collectively referred to as “Parties”) to sign an additional standard document at national level. In the latter case, the rights and obligations must be aligned, in order to ensure compliance with the EFA and SPC regarding the Player’s relationship with the Club.

The Parties may amend individual clauses due to (i) mandatory laws of the country in which the Club is domiciled, or (ii) mandatory regulations of the domestic competition in which the Club competes, as long as the main contents of the EFA and SPC are adhered to. Furthermore, if national laws or collective bargaining agreements at a national level provide for a more favourable treatment of a Player, the more favourable rule will prevail. In general, Clubs and Players are allowed to deviate from the SPC only in the Player’s favour, and only if the obligations towards EP and the ELPA under the EFA are not affected.

The SPC has to be signed by the Player and the Club and has to be submitted to EP for the Player’s valid registration in the EuroLeague. As long as the contract submitted does not meet the requirements under the EFA and the SPC, the registration of the Player for the EuroLeague may be denied, while the validity of the SPC in general is not affected.

**EUROLEAGUE STANDARD PLAYER CONTRACT (Season/Multi-Season)**

.....

.....

(Club / Company; registered name and registered address)

represented by

.....

(Name of legal representative and address)

- hereinafter referred to as "**Club**" –

and

.....

.....

(Player's name and postal address)

- hereinafter referred to as "**Player**" -

born in (place): .....

on (date):.....

Country of Citizenship: .....

Identification Number: .....

Player's Agent: .....

have agreed to the contractual terms and conditions outlined below:

## **Article 1 – Purpose and Regulatory Framework**

1. With the present contract (“Contract”), including the Annexes *[I, II, III, IV + numbers of optional applicable annexes used]*, the Player provides his services to the Club as a professional basketball player for domestic and international club competitions, in particular the EuroLeague, in exchange of the remuneration and the conditions established herein.
2. The Player commits to working for the Club during the term of this Contract in accordance with the EuroLeague Bylaws, including the Euroleague Basketball Disciplinary Code, as well as the *[regulations of the domestic competition in which the Club competes]*, the current versions of which were made available to the Player prior to signing this Contract. He acknowledges to be bound by the regulations referred to above, which may be amended from time to time, if the Player is informed about the amendment beforehand by the Club.
3. The Parties declare their knowledge and acceptance of the EuroLeague Framework Agreement (“EFA”) between the EuroLeague Players Association (“ELPA”) and Euroleague Properties (“EP”), as an integral and binding part of this Contract.
4. The Player also acknowledges to be bound by the Team Rules of the Club, a current version has been made available to the Player prior to signing this Contract. The final version of the Team Rules for the respective season will be presented to the Player no later than the first day of training camp.

## **Article 2 – Contract Term**

1. This Contract is temporary and has a fixed duration of [...] seasons, which will commence on [...] and will automatically end on 30 June [...], or at the end of the [...] season, whichever comes later.
2. The Contract term may at any moment be renewed and/or modified by agreement of the Parties.
3. This Contract will become effective once the Player submits to, and successfully passes, at the Club’s sole and reasonable discretion, the required medical check-up provided by the Club in accordance with the EFA.

4. The Player acknowledges that he has disclosed all known injuries, illnesses or personal conditions that render him, or that he knows will be likely to render him, unable to perform the playing services required under the Contract.

### **Article 3 - Duties and Obligations of the Player**

#### **1. Participation in Games, Practices, Preparatory Meetings and Events**

- a) The Player undertakes to make himself available to participate in all of the Club's games (either official, friendly or exhibition) as organised by the Club, a domestic league and/or federation and EP.
- b) The Player undertakes to attend and/or participate in all training camps, practices, and workout sessions, as well as all meetings and other events that are part of the preparations for games and competitions.
- c) The Player undertakes to perform under the instructions of the Club's managing and technical staff in order to maximise the results of his sporting efforts.

#### **2. Health and Injury**

- a) The Player will pay special attention to his health, both in preventive and – in case of illness and injuries – curative terms. He will consult the Club in all health-related matters during the Contract term and will provide the Club with comprehensive information thereto.
- b) In particular, the Player will:
  - i. submit to any standardised physical check-up or health screening, such as cardiac screening, tests, etc. as reasonably required by the club's medical staff. No player activity will occur without passing the medical check-up at the beginning of each season.
  - ii. maintain nutrition and lifestyle habits allowing him to achieve the maximum level of his physical capabilities during the contractual period, and especially refrain from practising recreational activities or sport disciplines which involve increased risks or dangers of injuries, unless the Club has given its prior written consent thereto;

- iii. immediately inform, consult and, if possible, visit the team doctor or a doctor appointed by the Club in case of injury or illness;
  - iv. submit himself in any respect to reasonable measures which were prescribed by persons appointed by the Club from the perspective of sports medicine or sports therapy;
- c) To the extent that information is relevant for the participation in games and training sessions, the Player releases the medical personnel from their professional secrecy obligations vis-à-vis the managing body of the Club.
- d) If, in exceptional cases (e.g., due to an illness or injury occurring abroad), the Player is not treated by the team doctor or a doctor appointed by the Club, he will permit the team doctor or a doctor appointed by the Club to carry out any and all subsequent examinations and take all measures which are, in the latter's opinion, relevant in this case. In the event that a disease or injury occurs during a release for national team games or a leave of absence for other purposes, the Player will make efforts to enable the team doctor, or a doctor appointed by the Club to carry out such examination as early as practically possible. To this extent and with respect to any information relevant for the contractual relationship, the Player releases the treating medical professionals from their professional secrecy obligations vis-à-vis the team doctor or a doctor appointed by the Club. The Player will request the treating medical professionals to provide corresponding information to the team doctor or the doctor appointed by the Club.
- e) The right of the Player to be examined by another doctor either after or concurrently with the treatment by the team doctor or a doctor appointed by the Club ("second medical opinion") will not be affected by the preceding provisions. The Player has the explicit right to request a neutral second medical opinion regarding the treatment of any injuries and health-related concerns by the Euroleague Basketball Medical Officer.

### **3. Promotional and Commercial Activities**

- a) The Player agrees to fully cooperate with the Club, the domestic league and/or EP or their designated partners, regarding community programmes, charitable functions and other appearances and activities for promotional purposes in accordance with the EFA.
- b) The Player undertakes to participate in the collective marketing activities of the Club

and/or EP or their designated partners, in accordance with the EFA as follows:

- i. Participation in 10 commercial appearances (i.e., an event held specifically to deliver value to a sponsor has the primary visibility) for the Club and/or EP per season. Commercial appearances have to be evenly split between the Club and EP (i.e., a maximum of five commercial appearances each).
- ii. The Player will be remunerated for any additional commercial appearance for the Club or EP after the maximum of five commercial appearances for the Club or EP have been reached:
  - EUR 1,000 per every additional appearance under one hour; and
  - EUR 2,000 per every additional appearance over one hour (not including travel time).
- c) Upon the Player's approval, commercial appearances may include activation in the Player's digital/social media channels by creating content around them or sharing content provided/published by EP or the Club.
- d) The Player will not be required to make promotional or commercial appearances on two consecutive days, except during the Final Four, if contacted by the Club. Appearances will not occur at a time that could interfere with the Player's reasonable preparation to play on the day of a game. Promotional or commercial appearances may be scheduled on the Player's day-off only during pre-season. During the season, promotional or commercial appearances may only be scheduled on one out of the four Player's days-off per month.
- e) The Player's public and private digital channels will feature the EuroLeague brand and his Clubs' brand in a respectful way, when representing his professional activity with the Club/EuroLeague.

#### **4. Interviews**

The Player will make himself available for interviews by media representatives conducted at reasonable times on the occasion of games and practices (including within locker rooms immediately after the end of the event), unless serious reasons prevent him from doing so.

## **5. Travel**

The Player will participate in travels of the Club at home and abroad by using the means of transport chosen by the Club, unless otherwise agreed between the Parties.

## **6. Apparel while on Official Club Duty**

If required by the Club and/or EP, the Player undertakes to wear only clothing and other equipment as provided by the Club's or EuroLeague's sponsor or outfitter while on official club duty (playing games, training, travelling, promotional or commercial appearances).

## **7. Behaviour in Public; Confidentiality**

- a) Within the framework or context of his activities for the Club, the Player will not act in an extremist, obscene, provoking or insulting manner. He will particularly refrain from violating the social lifestyle of a person or community of persons by derogatory, discriminating or disparaging statements or acts relating to race, ethnic origin, skin colour, sex, sexual identity, language, religion or belief, disability or age.
- b) The Player will not disclose information about his activities for the Club or about its internal affairs, which are not directed at or meant for outsiders. Unless the Club has given its prior written consent, any statements about internal affairs are to be avoided; this regulation will survive a termination of the contractual relationship for a period of five years. Internal affairs to be disclosed by the Player by virtue of administrative or judicial orders, however, will be excluded from this prohibition.
- c) Within the framework of his duties of loyalty and trust, the Player will at any time when making statements, staying in the public domain or within his private life, behave in a manner that does not have a negative impact on the reputation of the Club, EP, the domestic league and/or the sport of basketball in general.

## **8. Other Basketball Activity**

The Player must obtain permission from the Club to participate in any other organised or non-organised basketball activity anywhere in the world. This does not apply to the off-season participation of the Player with 5v5 national teams.

## 9. Use of Club Facilities

If the Player intends to use the Club's facilities on non-game days or outside a supervised practice session, he will inform the Club beforehand. The Club will unilaterally decide whether the Player's activity must be supervised by the Club's coaching staff.

## 10. Prohibited Conduct

### a) Betting

The Player will refrain from placing bets or attempting to place bets himself or using third parties, e.g. close family members, neither on his own account nor on that of a third party, on any basketball game or competition anywhere in the world, nor on any games and/or competitions in which teams of the Club are directly or indirectly involved, neither will the Player be allowed to engage or support any third parties to place such bets. He will refrain from disclosing to any third party any betting-related information that is not in the public domain or to which only he as a Player has access.

### b) Match-Fixing

The Player commits himself to immediately inform the Club and/or EP about any approach or offer, financial or otherwise, received from third parties in exchange for fixing a game (e.g., engineering a victory, draw, defeat, pre-determined result or performance) involving his own club or any other club. This obligation to provide information also applies if the Player has declined such approach or offer or refused to engage in any match-fixing activity.

### c) Anti-Doping

- i. The Player acknowledges as binding on him the national and international anti-doping provisions, in particular the anti-doping regulations issued by WADA, *[as well as the anti-doping regulations of the domestic competitions in which the Player participates]*, as adopted and modified from time to time.
- ii. Prior to the season, the Club will hand out the list of prohibited substances and methods as well as any updates of said list to the Player; however this does not release the Player from his own obligation to educate himself about the anti-doping provisions issued by WADA, FIBA and the domestic competition, if applicable, which may be modified during the season.



## **11. Player Agent**

- a) An agent fee related to the provision of services towards the Player will be borne by the Player.
- b) Should the Player change his agent during the term of the Contract, he will inform the Club about his new agent in writing, which will be communicated to EP.

## **12. Wearable Devices**

The Club and EP may request the Player to use wearable technology in practices and/or games in accordance with the EFA. The Player has the right to refuse to use it in practices at any time.

## **Article 4 – Image Rights**

1. The Club acknowledges that the Player is the owner of his image rights.
2. The Player grants 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") and may be utilised and commercially exploited by using any technology or means currently known or hereafter invented or developed, including but not limited to TV, online platforms and video games. It is understood that the Player's trademarks (e.g., registered personal logo) are excluded, if any.
3. The Player acknowledges that the Club will grant 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.

4. The above rights may also be commercially exploited within the framework of a collective/centralised marketing effort undertaken by the Club in connection with any domestic competition.
5. Unless otherwise provided for in the EFA, the Club, EP or the relevant domestic league will remain the sole beneficiary of any and all profits realised from such Player Image Rights, merchandising, commercial exploitation and advertising efforts related to them.
6. The Player remains the holder of his image rights that are not related to the activity of his Club (“Personal Image Rights”), although he may not exercise them by entering into agreements with partners competing with the five designated partners of the Club or EP, nor use the Club or EuroLeague brands/logos when exploiting his Personal Image Rights, unless otherwise agreed with the Club and/or EP, following consultation with the respective partner. On a yearly basis, the Club will announce which are the five designated partners before 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, the Player is free to associate his Personal Image Rights with any technical apparel company.
7. Any other activities undertaken by the Player and directly related to his status as one of the Club’s players or as a EuroLeague player – e.g., generating income by granting interviews, authoring books and other activities – will require the Club’s prior approval. Such approval will be granted provided the Player’s activities are not detrimental to the Club’s or EP’s protected interests.
8. The Player is prohibited from associating his Personal Image Rights to any other basketball league, federation or competition without EP’s and/or the Club’s previous authorisation. It is understood that associations with the Club’s domestic league and with the Player’s national team are allowed.
9. The Player will have the following rights to use the EP and 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 the Player for giveaways (fan contests and charity gifts) but not for resale.

10. The Club will maintain the right to commercialise the Player Image Rights after the expiry or termination of this Contract, provided that such exploitation clearly refers to the period of time during which the Player was under contract with the Club, as well as to the Player's position as former player of the Club.

## Article 5 - Remuneration

### 1. Base Remuneration

- a) In exchange for the services rendered by the Player, the Club will pay to the Player an annual base remuneration as follows:
- Season X: *Currency / Amount* gross
  - Season X+1 [if applicable]: *Currency / Amount* gross
- b) The annual base remuneration is to be paid in *[in a minimum of 10 equal monthly instalments or, in the case that the Contract is signed during the season, in the relevant number of equal monthly instalments until the end of the season / up to 30 % of a player's annual base remuneration may be paid in the last two equal instalments, if specifically agreed between the Parties]* instalments in accordance with the Schedule established in Annex III.

- c) All income-related taxes and social security contributions are included in the gross amount specified above. The Club will provide the Player with the estimated net amount based on the applicable tax and social security regulations at the time of signing this Contract. Notwithstanding the above, the gross amount will prevail in case of discrepancy.
  - d) The Club is responsible for complying with the pertinent statutory provisions as regards any legal requirements, duties or levies imposed by local, regional or federal authorities, the payment of taxes, social security charges, and dues payable to the Club's liability insurance, if any. The Player will bear the responsibility for complying with his own tax and social security obligations and filing the personal income tax return in accordance with the applicable laws.
- 2. Bonuses** *[to be agreed between the Club and the Player – the yearly total of the variable bonuses related to the Player/team performance may not exceed 20% of the annual base remuneration]*

The Club provides the bonuses to the Player as detailed in Annex V.

**3. Fringe Benefits** *[to be agreed between the Club and the Player]*

The Club provides the fringe benefits to the Player as detailed in Annex VI.

**4. Health Insurance and Dental Care**

The Club will provide and cover adequate superior health insurance and basic dental care for the Player for the duration of the Contract. The Player will be offered the option to cover his immediate family members (partner and children) under the insurance at his cost.

**5. Full Payment / Monthly Pay Slip**

- a) The Player's total gross remuneration for each season will be paid no later than 15 July.
- b) 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.

## **Article 6 – Other Obligations of the Club**

In addition to the Club's obligation to pay the remuneration to the Player as established in Article 5 above, the Club commits to the following:

### **1. Club Travel and Expenses**

- a) The Club is responsible for organising and paying for the Player's travel to and from the Club's domicile at the start and at the end of each season during the contractual period.
- b) If the Player is travelling on behalf of the Club, be it for games, promotional or commercial activities, he must be provided with the amenities related to travel and hotel accommodation as per Clause 15 of the EFA.
- c) In particular, the Player will be provided with a single hotel room during all trips, including pre-season camps and/or if the Club organises a 'camp' in the home city prior to any games.
- d) The Club will cover all reasonable travel, accommodation and meal expenses of the Player when he is traveling on behalf of the Club.

### **2. Sports Equipment**

The Club will provide the Player with the sports equipment necessary for him to pursue his basketball-related activities. The Player is obliged to wear the sports equipment provided by the Club during the term of this Contract. It shall be the Player's choice as to what brand of basketball shoes he wears in games and practices unless Clause 16.b) of the EFA provides otherwise, because of an existing technical provider agreement of the Club.

### **3. Game Tickets**

The Club will provide the Player with a minimum of two complimentary tickets for each home game and one complimentary ticket for each away game during the Regular Season and the Playoffs.

#### **4. Weekly schedule**

- a) The Club is obliged to provide the Player with a weekly schedule including all games and practices, as well as all meetings and other events (including approximate travel times, if any), which have to be notified to the Player at least two days in advance prior to the first scheduled event of the week. The weekly schedule will respect the working conditions established in the EFA.
  
- b) The Club is required to inform the Player about any promotional and/or commercial appearances at least three days in advance, or at least seven days in advance in case of travel to another city/country.

#### **Article 7 – Additional Terms / Annex [optional]**

The Parties agree on any other service, activity or conditions not specifically addressed in the SPC as specified under Annex VII.

#### **Article 8 – Force Majeure**

1. If the performance of contractual duties under this 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.
  
2. 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:
  - a. 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.

b. 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.

3. 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.
4. 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.
5. The abovementioned percentages will be renegotiated in good faith in case other (including domestic) competitions, in which the Club participate, are cancelled partially or entirely due to a force majeure event in the same season.

6. 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.
7. The Club will not be allowed to reduce the Player's remuneration by higher percentages based on individual agreements with the Player.

#### **Article 9 – Days off**

1. 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.
2. The Player will have four (4) calendar days off per month, with only physiotherapy, medical treatments or travel only permitted on those days. Media/promotional/commercial activities during days off are permitted during the preseason days-off and only once out of the four days off per month during the season.
3. For multi-season contracts, the Player will have at least thirty (30) consecutive calendar days off from the Club's organised basketball activity during the months of June and/or July unless otherwise previously agreed in writing by the Parties. The Club has the option to provide the Player with an off-season workout plan, which must be followed by the Player.
4. The Player is 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.
5. The Player is 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.
6. Any leave relating to Subsection 4 and 5 will be coordinated in good faith between the Parties.



7. After any National Team major competition (i.e.: World Cup, Continental Championships, Olympic Games, excluding qualification phases or Tournaments) in which the Player participates in, the Player is entitled to a minimum of 2 (two) full calendar days off, not counting travel days, before joining the Club.

#### **Article 10 – Team Rules**

1. If the Player fails to comply with his responsibilities arising from this Player Contract without justified reason or his responsibilities as listed in the Team Rules as Annex II, the Club will be entitled to impose the following penalties against the Player:
  - a) a warning;
  - b) an exclusion from Club events;
  - c) a monetary penalty; or
  - d) the termination of the contract
2. The penalty for infringements will depend upon the severity of the respective violation. With respect to the severity of an infringement, especially the following aspects will be taken into account:
  - a) the importance of the breach of duty;
  - b) the kind of the breach of duty and the exact fault, particularly if the infringement occurred intentionally or due to negligence or repeatedly;
  - c) the consequences of the breach of duty for the team and the Club, and
  - d) the Player's conduct after the breach of duty.
3. In the event of a permanent infringement, a monetary penalty can be increased correspondingly. A permanent infringement will not exist if the consequences of a non-recurring violation continue to have an effect and the Player is not able to put an end to such continued impact.
4. In case the Club intends to discipline and/or sanction a Player based on the 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's disciplinary acts should not be degrading and should not endanger or harm the Player in any way.
5. The Player may file a complaint before the Euroleague Basketball Dispute Resolution Chamber (EBDRC), as the case may be, challenging the Club's imposition of a penalty

against the Player for a violation of a provision of the Team Rules within fifteen (15) days from the date upon which the imposition of the penalty was notified to the Player in writing.

6. The Club may likewise deduct from the Player's remuneration any financial sanction imposed upon him by the corresponding disciplinary bodies (e.g. a financial sanction imposed against the Player for which the Club is held jointly liable as per Article 11 of the Euroleague Basketball Disciplinary Code) as well as any proven liabilities incurred by the Club as a result of a breach of the Player's behavioural duties..

#### **Article 11 - Fully Guaranteed Contract / Permanent Disability or Death**

1. The Parties agree that the contract is a fully guaranteed, no-cut agreement, which means that the Club cannot decrease the Player's remuneration or terminate the agreement should the Player fail to exhibit the expected skill, competitive ability or fails to reach an expected level of performance.
2. In the event that the Player sustains an injury or falls ill through no fault of his own, he will also be entitled to his remuneration. The same applies in case the Player has to undergo a mandatory quarantine due to COVID-19 restrictions during the term of the Contract.
3. No player or his agent may negotiate contracts with another club while the present contract is in force, without the previous authorisation of the Club. Such authorisation is not required in the last 60 days before the expiry of the contract.
4. In the event that due to an accident occurred during the performance of the 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 under the Player Contract. This clause will not limit the right of a player or of his heirs/beneficiaries to seek damages against the Club in cases where Club's negligence is fully or partly responsible for the player's Permanent Total Disability or Death.

#### **Article 12 - Termination**

1. The Player Contract will automatically end upon expiry of the contract term without the necessity of an explicit notice of termination. The Club agrees at the conclusion of the Agreement to unconditionally release the Player, issuing the correspondent Letter

of Clearance to the Player.

2. The Contract can be terminated either
  - a. By mutual agreement between the Parties; or
  - b. unilaterally for just cause. Just cause will particularly exist if:
    - the licence of the Player to play professional basketball is withdrawn or returned, not including cases in which EP denies registration of the player in the EuroLeague as a result of the club-player contract not meeting the requirements under the EFA and SPC;
    - the Player infringes anti-doping rules to a degree that, after having taken all circumstances into account and having given due consideration to the interests of both Parties, the Club can no longer reasonably be expected to continue the contractual relationship with the Player;
    - the Player fails to comply with behavioural obligations, especially the prohibition of game manipulation, the non-discrimination rule, the team rules or the duty of confidentiality, to a degree that, after having taken all circumstances into account and having given due consideration to the interests of both Parties, the Club can no longer reasonably be expected to continue the contractual relationship with the Player;
    - the Club has fallen into arrears with the payment of the Player's remuneration for a period of at least 60 days. Already after 45 days of the Club having fallen into arrears with the payment of the Player's remuneration, the Player is allowed to cease his activities for the Club.
3. A termination must be made in writing and notified to the other party. The same applies to the player's cessation of activities for the club.
4. Further claims for damages or other claims arising from this Player Contract will remain unaffected.

### **Article 13 – Dispute Resolution and Applicable Law**

1. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, will be settled by arbitration by the Euroleague Basketball Dispute Resolution Chamber (EBDRC). If so, the dispute will be finally resolved in accordance with the Euroleague Basketball Arbitration Code by a single arbitrator. The arbitration will be held in English. The arbitration will be seated in Lugano, Switzerland and will be subject to Chapter 12 of the Swiss Private International Law Act irrespective of the parties' domicile. The arbitrator will decide the dispute *ex aequo et bono* taking into account the EuroLeague Bylaws, as well as EFA and/or other arrangements.

2. Upon the reasonable expectation prior to the commencement of the arbitration that the club will not be registered in the Euroleague Basketball competitions at the time of the enforcement of an arbitral award, any arbitral proceeding will be administered by either the EBDRC (according to the terms mentioned above) or the Basketball Arbitral Tribunal (BAT), depending on the claimant's choice of forum. Once a proceeding before the competent arbitral tribunal is initiated, the chosen arbitral tribunal will have exclusive jurisdiction to resolve the matter in dispute. In case of the BAT, the dispute will be finally resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The seat of the arbitration will be Geneva, Switzerland. The arbitration will be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties' domicile. The language of the arbitration will be English. The arbitrator will decide the dispute *ex aequo et bono* taking into account the EuroLeague Bylaws, as well as the EFA and/or other arrangements.
3. Outside a dispute resolution proceeding before the EBDRC or BAT, the Contract is governed by the law in which the Club is domiciled.

#### **Article 14 – Data Protection**

1. The Club will collect, process or use personal data of the Player to the extent permitted by law, especially to the extent necessary for establishing, implementing or terminating this Player Contract.
2. The Player will be given detailed information about the collection, storage, processing and use of his personal data in Annex I to this Player Contract.
3. A processing or use, especially a forwarding of data to third parties, for other purposes than those mentioned in Annex I to this Player Contract will not take place, unless the Club is legally permitted to act in this manner or obliged to disclose data by virtue of law or administrative or judicial order or the Player has on a case-by-case basis given his explicit consent thereto.

#### **Article 15 – ELPA Membership / Service Fee**

1. The Player hereby accepts to pay the ELPA membership or service fee, as the case may be, for the working conditions negotiated under the EFA as well as the benefits and protections warranted by ELPA in accordance with Article 24 of the EFA.

2. The amount payable as ELPA membership fee or service fee is outlined in the ELPA Membership Form attached to the SPC. The service fee will be in the same amount as the membership fee required of a player who is an ELPA member.
3. Wherever legal, the Club will deduct the ELPA membership or service fee, as the case may be, from the Player's remuneration during the term of the contract for each respective season and will forward the deducted amount to ELPA no later than 30 days after registering the Player with the EuroLeague, if the Player provides a written current check-off authorization to the Club.
4. In case the Club is not legally allowed to deduct the membership or service fee from the Player's remuneration, or an 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.
5. The Player will choose the payment method for the ELPA membership or service fee in the Annex IV.
6. Upon written notification to EP by ELPA that the 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.
7. 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 the benefits and protections warranted by ELPA as per Clause 24 Section A of the EFA.

#### **Article 16 - Miscellaneous**

1. The Parties will promptly cooperate to sign any necessary documents that may be required to fully execute the present Contract (including obtaining a Visa or similar work permit, if required).
2. The Parties acknowledge that the present Contract is the sole contract between them, unless where the domestic competitions that the Club participates in require the

Parties to sign an additional standard document at national level. In case of any additional income and/or benefit received for his activity with the Club as a basketball player (either directly from the Club or via a third party), it will be considered as part of the player's remuneration for the purposes of the Financial Stability and Fair Play Regulations.

3. The parties agree that the present Contract does not contain amendments not specifically permitted by the EFA. The unfulfillment of the mandatory provisions foreseen in the EFA, or its attempted circumvention by either the Club or the Player may be considered an infringement of the Euroleague Basketball Disciplinary Code.
4. In the event that a provision in this Player Contract is or becomes ineffective, the effectiveness of the other contract provisions will not be affected. The ineffective provision will be replaced by an effective one coming closest to the economically intended purpose pursued by the Parties.
5. This Player Contract cannot be assigned, sold or transferred to another club without the express written consent and approval of the other Party.
6. The Player Contract has been drawn up in the English language, which will be legally binding, while further translations may be prepared. In case of discrepancies between the languages, the English language will be authoritative version.
7. A complete or partial disclosure of the Player Contract towards third parties will not be permitted, unless this is otherwise provided for in this Player Contract or the Party is obliged to do so under statutory or legal provisions or official or judicial orders requiring disclosure, or the disclosure is made vis-à-vis a person who is subject to a professional duty of confidentiality in the exercise of its profession.
8. This Player Contract and its Annexes will include any and all covenants and agreements made between the Parties. Oral subsidiary agreements have not been made.
9. Any change, modification, amendment or subsidiary agreement as well as a dissolution of this Player Contract will be subject to writing in order to be effective. This will also apply to a modification of the written form requirement.

By means of their signatures following hereinafter, the Parties agree to be bound by the

provisions set forth in this Player Contract including its Annexes:

Player	Club
Place, date.....	Place, date.....
Signature.....	Signature.....

**LIST OF ANNEXES:**

- I. INFORMATION ON DATA PROTECTION
- II. TEAM RULES
- III. PAYMENT SCHEDULE
- IV. ELPA MEMBERSHIP / SERVICE FEE PAYMENT AUTHORIZATION FORM

**ADDITIONAL (OPTIONAL) ANNEXES *[cross out if not applicable]:***

- V. BONUSES
- VI. FRINGE BENEFITS
- VII. ADDITIONAL COMMITMENTS

**ELPA MEMBERSHIP FORM**

## ANNEX I INFORMATION ON DATA PROTECTION

This Annex is to inform the Player about the collection, storage, processing and use of his personal data (“**Data**”) within the meaning of Art. 4 nos. 1 and 2 of the European General Data Protection Regulation (“**GDPR**”) by the Club in the scope described hereinafter.

Within the scope of the contractual relationship, the Player will be obliged to provide those Data, which are necessary for the commencement and performance of the Player Contract and which, due to statutory provisions, must be collected by the Club.

In detail:

### 1. Controller, Data Protection Officer

The Club *[name and address]* is the controller.

The Player can contact the data protection officer of the Club under: *[email and telephone]*

### 2. Origin of Data and Data Categories

#### 2.1. Origin of Data

The Club processes the Player’s Data that it collects itself within the scope of the contractual relationship and/or receives from the Player and/or from persons released from their duty of confidentiality, such as doctors or physiotherapists.

In addition, the Club processes the Player’s Data that it has legally obtained from publicly accessible sources (e.g., press, media) or other sources in connection with the contractual relationship and the performance of the services (e.g. EP, other competition organisers, etc.).

#### 2.2. Data Categories

The Player’s Data includes:

- master data (forename, surname, artist’s name (only where applicable), place and date of birth, nationality, ID number, Passport number, Tax identification number, bank details);
- contact data;
- Player Contract data (i.e. contents of the Player Contract);



- diseases, injuries and other health-related data;
- game- and performance-related information about the Player (e.g., data collected in connection with his appearances in training session and games, also by means of video analyses, such as e.g. covered distances, pass behaviour, running speed of the Player);
- data of the Player in view of the public reporting about the Club, the games and the competitions, as well as their respective promotion and the public image and communication of the Club and the commercial use with respect to his activity as a player and his sports personality, e.g.
  - media content (images, audio visual recordings and audio recordings of the Player, e.g., of interviews); and
  - official game data, i.e., master data and other information (e.g. Club, position, height and weight) about the Player, as well as game-, competition- and performance-related information about the Player collected by EP and other competition organisers in connection with games.

### **3. Purpose and Legal Basis of Data Processing, Data Recipients**

The Club will process the Data in accordance with the GDPR. This means that the Data will only be processed if there is a legal permission to do so (e.g., if the processing is necessary to fulfil the Player Contract) or if the Player has given his consent thereto on a case-by-case basis.

#### **3.1. For the Purpose of Fulfilling Contractual Obligations, Art. 6 para. 1 b) GDPR**

The processing of personal data (Art. 4 no. 2 GDPR) will take place in order to perform the Player Contract between the Club and the Player, as well as all activities relating to the operation and administration of the Club.

Examples:

- a) Collection, processing and use of master data, contact data, Player Contract data as well as authentication data for HR processes and organisation structure, payroll accounting, administration of individual personnel development, registration of diseases, etc.
- b) Transfer of an (electronic) copy of the Player Contract together with all personal data of the Player included therein by the Club to EP, other competition organisers and/or the ELPA for storage in a player data base and further processing and use for the

purpose of the registration, player management as well as for other tasks assigned to EP, other competition organisers and/or the ELPA by virtue of statutes and rules under which they operate.

- c) Collection of Data about the Player concerning his physical capabilities, diseases, injuries and other health-related data, their storage, especially in a data base operated by the Club, as well as their processing and use for purposes of medical diagnostics and the treatment by the Club's physician and/or other employees of the Club entrusted with the collection, processing and use of the corresponding Data (e.g. physiotherapists, fitness coaches, coaches, external team physician, etc.). The Data the Player mentioned in this paragraph will only be used by those employees of the Club who need these Data for their respective area of responsibility.
- d) Collection of game- and performance-related information (e.g., Data collected in connection with his appearances in training sessions and games, also by means of video analyses), their storage, especially in a data base operated by the Club, as well as their processing and use for performance analysis by the Club and/or other employees of the Club and partners, sponsors and service providers of the Club entrusted with the collection, processing and use of the respective Data. The Data of the Player mentioned will only be used by employees of the Club and game- and performance-related information will only be transferred to service providers of the Club, EP, another competition organiser and/or the ELPA if this is necessary for the respective area of responsibility of the respective employee or the respective service provider.
- e) Collection, storage, processing and use of personal data of the Player for commercial purposes by the Club, EP, another competition organiser, the ELPA and/or their respective service providers, licensees, advertising partners, marketers, official partners and sponsors, as well as other companies entrusted with the production and implementation of advertising and marketing campaigns and materials, as well as press, broadcasting and other media companies, at home and abroad (worldwide), to the extent that the aforementioned parties are each entitled to the use and exploitation of the Data, in particular in accordance with the commercialisation rights granted, permitted and/or assigned under the Standard Player Contract.

### **3.2. Within the Context of a Balancing of Interests, Art. 6 para. 1 f) GDPR**

To the extent necessary, the Club will process the Data beyond the actual fulfilment of the Player Contract in order to safeguard its own legitimate interests or those of EP, another competition organiser, the ELPA, their respective service providers and/or other third parties (in particular licensees, advertising partners and marketers, as well as official partners and sponsors of the Club, EP and/or the ELPA).

Examples:

- Assertion of legal claims and defence in legal disputes;
- Ensurance of IT security and the operation of the IT systems;
- Measures for business and competition management.

#### **4. Storage Period of Data**

To the extent necessary, the Club will process and store the Data for the term of the contractual and business relationship with the Player.

The processing, storage and use of Data by the respective units, companies and organisations according to Clause 3.1 may – on a case-by-case basis and depending on the storage purpose – also be continued beyond the term of the Player Contract.

The Data collected and processed within the context of a balancing of interests will be retained as long as it is necessary due to legitimate interests.

#### **5. Transfer of Data to a Third Country**

A transfer of Data to third countries (states outside the European Economic Area - EEA) can take place

- if legally permitted - particularly if the processing is necessary or required or prescribed by law for fulfilling the Player Contract or due to legitimate interests of the Club, EP, another competition organiser and/or the ELPA, their respective service providers and/or other third parties (in particular licensees, advertising partners and marketers, as well as official partners, sponsors, press, broadcasting and other media companies) - and
- under the prerequisites of Art. 44 to 49 GDPR (e.g., in case of countries with an appropriate data protection level according to Art. 45 para. 1 GDPR or in case of an agreement of EU Standard Contractual Clauses, Art. 46 para. 2 d) in conjunction with Art. 93 para. 2 GDPR).

#### **6. Data Protection Rights of the Player**

The Player will have a right to access (Art. 15 GDPR), a right to rectification (Art. 16 GDPR), a right of removal (Art. 17 GDPR), a right to restriction of processing (Art. 18 GDPR), a right to data portability (Art. 20 GDPR), as well as a right to object to processing (Art. 21 GDPR) by sending a postal communication to the address indicated above or by writing an e-mail to (include Club DPO mail address). In any case, the Player can file a complaint before the

competent data protection authority.

### **7. Third party personal data**

If and to the extent the Player shares personal data of third parties with the club (e.g., concerning his agent, spouse, children, etc.), he warrants that he is legally allowed to share such data with the Club. Such data will be processed and protected by the Club to the same extent as the Player's Data mentioned above.

I have been informed about all aspects about the processing of my personal data, and I understand and agree to the above:

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Place, date

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Signature of the Player

**ANNEX II  
TEAM RULES**

**ANNEX III  
PAYMENT SCHEDULE**

## ANNEX IV

### ELPA MEMBERSHIP AND SERVICE FEE PAYMENT AUTHORIZATION FORM

By signing the SPC, the Player accepts to pay the ELPA membership or service fee, as the case may be, for the working conditions negotiated under the EFA as well as the benefits and protections warranted by the ELPA in accordance with Article 24 of the EFA (cf. Section 15 of the SPC).

The amount payable as ELPA membership fee or service fee is outlined in the ELPA Membership Form attached to the SPC. The service fee will be in the same amount as the membership fee required of a player who is an ELPA member.

Against this background, please check one of the following boxes:

- I hereby authorise the Club to deduct the ELPA membership or service fee, as the case may be, from my remuneration during the term of the contract for each respective season and to forward the deducted amount to the ELPA no later than 30 days after my registration as a player for the EuroLeague.
- I do **not** authorise the club to deduct the ELPA membership or service fee, as the case may be. Therefore, I acknowledge that I must pay to the ELPA the membership or service fee myself no later than 30 days after my registration with EuroLeague (to the account mentioned in the ELPA membership form, which has been provided to me upon signing the SPC).
- The Club, under the applicable national law, is not allowed to deduct the ELPA membership or service fee, as the case may be. Therefore, I acknowledge that I must pay to the ELPA the membership or service fee myself no later than 30 days after my registration with EuroLeague (to the account mentioned in the ELPA membership form, which has been provided to me upon signing the SPC).

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Place, date

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Signature of the Player

**ANNEX V (OPTIONAL)**  
**BONUSES**



**ANNEX VI (OPTIONAL)**  
**FRINGE BENEFITS**

**ANNEX VII (OPTIONAL)**  
**ADDITIONAL COMMITMENTS**

**ELPA MEMBERSHIP FORM AND CONSENT TO DATA PROCESSING** (as of July 2021)

_____	_____
Full name (first and surname)	Nationality
_____	_____
Date of birth	EuroLeague Club
_____	_____
Email address	Phone number

**Membership fee per season** (*please check box as applicable in your case*)

- Youth/linked team contract – **free of charge**
- Full-season professional contract (including contracts signed for the rest of the season), depending on the Player's total gross remuneration per season:
  - up to 100,000 EUR - **1,000 EUR**
  - from 100,001 to 300,000 EUR - **2,000 EUR**
  - above 300,001 EUR - **3,000 EUR**
- 30-day professional contract: **250 EUR** (if the player subsequently signs a full-season professional contract during the same season, the paid amount will be deducted from the fee for the full-season contract).

The undersigned, or the club in case the Player has authorized the club to deduct the Membership Fee from his remuneration, shall pay the respective membership fee amount – in one payment and without deductions (including bank fees) - to the following bank account:

**Account holder:** EuroLeague Players Association (ELPA)  
**Address:** Hamburger Allee 4, 60486 Frankfurt am Main  
**Bank name:** Commerzbank  
**IBAN:** DE 96 5004 0000 0317 0339 00  
**BIC:** COBADEFFXXX

I hereby confirm that the above details are correct and that I wish to join ELPA in accordance with the ELPA Statutes. I acknowledge that ELPA services, benefits and protections warranted to ELPA members are granted only when my Membership Fee has been duly received by ELPA.

_____	_____
Date, Place	Signature of the Player

### CONSENT TO DATA PROCESSING

I agree that ELPA processes and uses the personal data collected in the membership form, such as surname, first name, date of birth, nationality, club, home address, e-mail address, telephone number and contract details for the purpose of membership administration and collection of membership fees. The legal basis for the processing of the above data is Art. 6 para. 1 lit. a and b of the **General Data Protection Regulation** (GDPR). Sharing of this data only takes place within the scope specified in the ELPA Statutes and the Membership Fee Regulations. Otherwise data will not be transmitted to third parties outside ELPA. Upon termination of the membership, personal data will be deleted unless it has to be stored pursuant to legal or tax regulations. In addition to the right of access to personal data stored by ELPA, every member has the right, in accordance with the GDPR, to object to the processing of data for the future unless such data has to be processed pursuant to legal or tax regulations. Furthermore, the member has a right of rectification in case of inaccurate data.

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Date, Place

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Signature of the Player

**Please send a scan or photo of the completed membership form and the consent to data processing to the ELPA General Secretariat at [anze.blazic@elplayers.com](mailto:anze.blazic@elplayers.com) or via WhatsApp to +386 51 616 685.**

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