

Annex 1 to Regulations H5 – Rules governing Players’ Agents

Standard Contract - Players' Agent and Player

between

Player Agent's Full Name: _____
Company Name (if applicable): _____
Full Address: _____

- hereinafter "**the Agent**" -

and

Player's Full Name: _____
Full Address: _____

- hereinafter "**the Player**" -

or

Club's Full Name: _____
Full Address: _____

- hereinafter "**the Club**" -

Preamble

This Contract is based on a master agreement provided by FIBA Fédération Internaitonale de Basketball pursuant to FIBA's Internal Regulations governing Players Agents.

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

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

1. Engagement

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

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

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

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

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

2. FIBA Internal Regulations governing Players Agents

The Parties agree that their relationship under this contract, in particular their respective rights and duties shall be governed by the FIBA Internal Regulations governing Players Agents (hereinafter the "FIBA Agent Regulations") as amended from time to time; the current version of these Regulations is attached hereto.

In particular, the parties agree to be entitled to and bound by the respective rights and duties provided for in the FIBA Agent Regulations.

3. Compensation

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

In negotiating the Player's player contract, the agent shall include a clause according to which the agent collects his agent fee directly from the club.

The Agent's fee shall be compensation for all the services to be provided by the Agent according to this contract. The Agent shall not be entitled to reimbursement of any expenses unless otherwise agreed in writing.

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

In negotiating the Agreement between the Club and the player, the Agent shall include a clause according to which the player shall be liable to pay the agent fee if for whatever reason the Agent is unable to collect the same from the Club.

4. Term

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

5. Applicable law

This Agreement shall be subject to the laws of ..., except for the provisions of private international law.

6. Entire Agreement

This is the entire agreement of the parties. Any amendments and/or additions to this Agreement shall be made in writing; the foregoing shall also apply to any amendment to this clause 6.

7. Confidentiality

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

8. Arbitration

Any dispute arising out of or in connection with this Agreement shall be settled exclusively by [arbitration by FIBA with a possibility to appeal the award to CAS]