

## APPENDIX 1: MASTER AGREEMENT – AGENT AND PLAYER OR CLUB

Contract between

Agent's Full Name: \_\_\_\_\_

Agent's FIBA License Number: \_\_\_\_\_

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 (hereinafter the "Contract") is based on the master agreement provided by FIBA (Fédération Internationale de Basketball) pursuant to the FIBA Internal Regulations governing Agents.

### 1. Engagement

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

[or:

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

The Player [or: Club] is aware that any obligations he/she [or: it] may have under a previous agent contract must be honoured, and herewith confirms that he/she [or: it] has disclosed to the Agent any pending or threatened litigation under such previous agent contract.

- 1.2. The Agent shall provide the following services to the Player: *[to be agreed according to the Player's or Club's needs and the Agent's qualifications and scope of services; the following merely provides an indication of services commonly provided by agents to players; in any case, it is recommended to describe in detail the services to be provided, and to separate management services from placement services]*

1.2.1 Management services

The Agent shall provide advice and support to the Player in connection with any and all issues arising in the context of the Player's career as a professional basketball player. To the extent so instructed by the Player, the Agent shall also represent the Player vis-à-vis third parties in relation to such issues. In particular, these management services encompass the following (if applicable, in coordination with the Player's club and/or qualified professionals such as lawyers, tax advisors etc.):

- Advice on the Player's career path, including the time after retirement as a professional basketball player;
- Advice on and negotiation of any contracts related to the exploitation of the Player's image rights, e.g. sponsorship agreements;
- Assistance in obtaining qualified advice on legal issues, where needed, e.g. in relation to contracts or disputes;
- Assistance in obtaining qualified advice on any financial issues, including questions relating to wealth management, taxes, insurance, pension;
- Support in case of difficulties encountered with the Player's club, e.g. default in salary payments;
- Support in relation to any medical issues that the Player may be facing;
- Liaison with public authorities, e.g. in respect of visa or working permit issues; and
- Assistance with respect to housing and other amenities.

1.2.2 Placement services

The Agent shall introduce the Player to any basketball club that might be interested to retain the Player's 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 the Player's engagement with the club.

- 1.3 At all times, the Agent shall avoid any conflicts of interests, in accordance with the FIBA Internal Regulations governing Player Agents (hereinafter the "FIBA Agent Regulations"). Whenever

any conflict of interest arises, the Agent shall disclose them to the Player [or: Club] and remedy the conflict immediately. In particular, the Agent shall not represent or advise any club [or: player] with which he/she negotiates a contract on behalf of the Player [or: Club].

## 2. FIBA Internal Regulations governing Agents

The parties agree that their relationship under this Contract, in particular their respective rights and duties, shall be governed by the FIBA Agent Regulations as amended from time to time. In particular, the parties agree to be entitled to and bound by the respective rights and duties provided for in the FIBA Agent Regulations.

## 3. Compensation

3.1 For the management services to be provided according to clause 1.2.1 above, the Player [or: Club] shall pay to the Agent a monthly amount of \_\_\_\_\_, due and payable on the last day of each month subject to the provision of a proper invoice.

3.2 For the placement services to be provided according to clause 1.2.2 above, the Player [or: Club] agrees to pay to the Agent, for any contract procured by the Agent and signed by the Player, a commission of \_\_\_\_% of the Player's base net salary for \_\_\_\_year(s) under such contract [*not to exceed 10% of the total value of the relevant contract, subject to more stringent limitations that the applicable law may impose*]. Such commission shall become due and payable as follows, subject to the provision of a proper invoice: \_\_\_\_\_ [*it is recommended to agree on instalments that allow the player to pay the commission from his or her salaries under the relevant contract*]

3.3 The remuneration stipulated in clauses 3.1 and 3.2 above shall be the entire 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.

3.4 All amounts stipulated in clauses 3.1 and 3.2 above are net of any applicable taxes, in particular VAT, which the Player may need to pay in addition to the net amounts.

*[Of course, different remuneration schemes are possible. However, it is recommended to agree on separate remuneration components for management services, which are to be provided on a constant basis, and placement services, which are provided only when the Player seeks to sign a new employment contract].*

3.5 The Player may agree in writing with a third party that it pays the remuneration under clauses 3.1 and/or 3.2 above to the Agent on the Player's behalf. However, for all legal and fiscal purposes, the Player remains directly liable vis-à-vis the Agent until the remuneration is paid in full. [*For the avoidance of doubt, if the Player's club agrees to pay the Agent on the Player's behalf, in most jurisdictions this will mean that such payment by the club is to be taxed by the Player as part of the Player's salary, and that the Agent will need to issue an invoice to the Player over the relevant amount, together with VAT if applicable*]

## 4. Term and Termination

This Contract shall begin on the day of signature hereof by both parties and shall expire on \_\_\_\_\_ [*duration not to exceed two years*] unless renewed by written agreement between the parties. Each party shall have the right to terminate this contract at will with 30 days written notice.

5. Entire Agreement

This Contract is the entire agreement between the parties in relation to its subject-matter. Any amendments and/or additions to this Contract shall be made in writing; the foregoing shall also apply to any amendment to this clause 5.

6. Confidentiality

The parties agree to keep confidential the contents of this Contract and any matters related thereto. However, any duties of disclosure under the FIBA Agent Regulations or the applicable law remain unaffected.

7. Arbitration

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

Date

Date

Place

Place

The Agent \_\_\_\_\_

The Player [or: For the Club] \_\_\_\_\_

\* Disclaimer:

Parties that use this master agreement acknowledge that it cannot and does not take account of legal requirements of the country/countries whose laws may be applicable to this Contract. ***Inter alia, parties may need to add a section on data protection, which may need to cover the Agent's duty to mention the Player's name in the Agent's list of clients on FIBA's website.***

Moreover, parties that use this master agreement acknowledge that it cannot and does not take into account any individual 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.***