



NBPA REGULATIONS GOVERNING PLAYER AGENTS

AS AMENDED SEPTEMBER 2025

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AS AMENDED JULY 2025

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INTRODUCTION

These Regulations govern Agents who provide representational services to Players by (1) conducting individual contract negotiations with NBA Teams; (2) assisting, advising, or counselling the Player in connection with such negotiations; and (3) assisting, advising, and counseling the Player in enforcing the agreements reached as a result of those negotiations. These Regulations were first promulgated by the Executive Committee and Player Representatives of the NBPA in 1986 and have remained in effect with modifications in 1991, 2016, 2018, 2019, and 2025.

DEFINITIONS

As used in these Regulations, the following terms shall have the following meaning:

- (a) “Agent” means an individual certified by the NBPA pursuant to these Regulations.
- (b) “Agent Exam” means the required examination, administered by the NBPA, that all Applicants must pass to obtain certification as an Agent.
- (c) “Answer” means the written response by an individual against whom a Grievance or Complaint was filed.
- (d) “Applicant” means an individual who applies for certification to become an Agent.
- (e) “Application” means the formal written request and related documents and materials an Applicant must complete in its entirety when seeking certification. The Application must be submitted in accordance with the instructions provided on the NBPA website and be accompanied by the application fee.
- (f) “Arbitration” means the exclusive method (and related processes and procedures) of resolving a dispute governed by these Regulations.
- (g) “Arbitrator” means a skilled and experienced individual, selected by the NBPA, who serves as an outside, impartial third party to oversee the Arbitration or disciplinary appeal process and issue a final, binding award on the parties involved.
- (h) “CBA” means the then-current collective bargaining agreement between the NBA and NBPA.
- (i) “Complaint” means a written statement by the Disciplinary Committee that sets forth the specific action or conduct and cites to the Regulation(s) alleged to have been violated.
- (j) “Disciplinary Committee” means the group of individuals authorized and responsible for initiating and presenting disciplinary cases against Agents who violate these Regulations and consists of the NBPA Executive Committee, the Executive Director (or his or her designee), and the NBPA Legal Department.
- (k) “Executive Committee” means the NBPA President, First Vice-President, Secretary-Treasurer, and six additional Vice-Presidents pursuant to the NBPA’s Constitution and By-Laws.
- (l) “Grievant” means the individual or entity who submits or files a Grievance.
- (m) “Grievance” means a written statement that sets forth the harm suffered by the Grievant and shall state, in plain and understandable terms, the facts and circumstances giving rise to the grievance, the provision(s) of the SPAC, or other agreement

alleged to have been violated, and the relief sought, with relevant documents attached thereto.

(n) “Maximum Fee” means the highest amount of compensation an Agent may charge or collect.

(o) “NBA” means the NationalBasketball Association.

(p) “NBPA” means the NationalBasketball Players Association.

(q) “Player” means an NBA player, including a Rookie (unless expressly stated otherwise).

(r) “Player Representatives” means the elected board of team representatives pursuant to the NBPA’s Constitution and By-Laws.

(s) “Prospective Player” means an individual who is currently not eligible, but will become eligible, to sign a UPC in the future.

(t) “Recruiter” means an individual who assists Agents in soliciting or retaining Players or Prospective Players as clients, who is not an employee of the Agent or the Agent’s employer.

(u) “Recruiter Disclosure Form” means a written form that discloses any individual, firm, or organization to whom an Agent has paid or promised to pay money or any other thing of value in return for recruiting or helping to recruit a Player to sign a SPAC.

(v) “Regulations” means theseRegulations Governing Agents and includes all future iterations and amendments thereto.

(w) “Respondent” means the party who receives a Grievance or Complaint.

(x) “Rookie” means a person who is eligible to sign a UPC but has never signed a UPC with a Team.

(y) “Season” means the period beginning on the first day of NBA training camp and ending immediately after the last game of the NBA Finals.

(z) “SPAC” means the standard written agreement between a Player and an Agent that the parties must sign, complete, and comply with at all times.

(aa) “Team” means any team that is a member of the NBA and includes expansion teams that become member teams following the effective date of theseRegulations.

(bb) “Team Representative” means the President, General Manager, Head Coach, or any other management representative who participates in the Team’s deliberations or decisions concerning what compensation or playing opportunity is to be offered to individual Players.

(cc) “UPC” means the standard form of written agreement between a Player and a Team required for use in the NBA, pursuant to which such person is employed by such Team as a professional basketball player.

A

THE NBPA’S OBJECTIVE IN ESTABLISHING RULES FOR CERTIFYING AND REGULATING AGENTS

The NBPA’s primary objectives in promulgating, maintaining, amending, and enforcing these Regulations include, but are not limited to, the following:

- (1) To establish and enforce minimum requirements to become an Agent;
- (2) To afford each Player or Prospective Player the opportunity to select an Agent who, in turn, has agreed to comply with these Regulations; to represent or advise such Player as a fiduciary with honesty, competency, and loyalty; and act consistent with such Player’s membership in a collective bargaining unit;
- (3) To make available to each Player a comprehensive disclosure of facts relevant to the ability of an individual to serve in the critical role of a fiduciary, thereby affording the Player the opportunity to make well-informed decisions about his important choice of an Agent;
- (4) To establish and enforce uniform standards of conduct and fiduciary responsibility applicable to all Agents, and any individuals who render services on their behalf, which has become increasingly important as the business of many Players and Agents is international in scope, resulting in the promulgation of different — often conflicting — laws and rules issued by federal, state, and local authorities designed to regulate the conduct of sports agents; and
- (5) To provide Players and Agents with an expeditious, fair, informal, cost-effective, and exclusive procedure for resolving all disputes concerning their relationship, transactions, and contractual obligations.

B

THE NBPA’S AUTHORITY TO REGULATE AGENTS

The basis of the NBPA’s authority to adopt and enforce these Regulations is its status, conferred by federal labor law, as the exclusive bargaining representative for all Players. Section 9(a) of the National Labor Relations Act provides, in relevant part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

Consistent with that federal labor law, labor organizations such as the NBPA are authorized to adopt and enforce reasonable rules and regulations, such as these Regulations, provided that they further the labor organization's legitimate self-interests. That governing principle has been recognized and agreed upon by the NBA (acting for and on behalf of its Teams) in its CBA with the NBPA and is set forth in Article XXXVI and is attached to these Regulations.

C

REASONS FOR THE 2025 AMENDMENTS

Having done a comprehensive update of the Regulations in 2016 (with some additional amendments in 2018 and 2019), the NBPA Executive Committee concluded that it was now appropriate to analyze the effectiveness of the Regulations in the ever-evolving landscape of Player representation, based in part on the experiences reported by Players in connection with the services provided by their Agents. Those experiences demonstrated that further amendments to these Regulations were warranted to better reflect the reality of the business between Players and Agents, including addressing issues related to inducements, loans, advances, and the reimbursement of training expenses. In conducting this review, the NBPA also had the distinct benefit of comparing the regulatory systems that its sister professional sports unions (MLBPA, NFLPA, and NHLPA) had adopted in administering and enforcing their regulations.

As a result of this undertaking, the Executive Committee and Player Representatives decided to amend the Regulations in the manner set forth in the sections that follow. However, the fundamental principles underlying these Regulations remain constant: as the exclusive bargaining representative of the Players, the NBPA retains the right to conduct all individual Player negotiations with Teams, as well as the right to delegate to Agents its statutory authority to represent Players in conducting and/or assisting in those negotiations and thereafter in administering and enforcing them, subject to the NBPA's added right to impose reasonable requirements applicable to Agent conduct. In turn, the NBPA requires, pursuant to these Regulations, that each Agent accepts, as a threshold, that the Agent has a singular duty to act as a fiduciary, to unconditionally serve to protect the interests of the Players he or she represents, and to perform those services with honesty, integrity, competence, transparency, and free of any conflicts—real or perceived. This is a major commitment, and one that the NBPA has determined to be essential for any individual Agent in first obtaining and thereafter in maintaining certified status.

SECTION 1

SCOPE OF REGULATIONS

No person (other than a Player representing himself or the NBPA at the request of the Player) shall be permitted to conduct individual contract negotiations with Teams on behalf of a Player and/or assist in or advise with respect to such negotiations with Teams unless such person (1) is currently certified as an Agent pursuant to these Regulations and (2) has a current SPAC signed with the Player (see Section 4).

The activities or conduct of Agents that are governed by these Regulations include, but are not limited to: recruitment and retention of Players or Prospective Players as clients; providing advice, counsel, information, or assistance to Players with respect to negotiating their individual UPCs and/or thereafter in enforcing those UPCs; conducting compensation negotiations with the Teams on behalf of individual Players; any other activity or conduct that directly bears upon the Agent's integrity, competence, or ability to properly represent individual Players and the NBPA in individual negotiations of UPCs; and the provision of any other services on behalf of a Player, including, but not limited to, the negotiation of marketing or sponsorship agreements.

All provisions of these Regulations, including this one, may be amended by the Executive Committee and Player Representatives of the NBPA periodically as they deem appropriate.

SECTION 2

CERTIFICATION

Any person who wishes to perform the functions of an Agent described in Section 1 must be certified by the NBPA, pursuant to the following procedure:

A

APPLYING FOR CERTIFICATION

To apply for certification as an Agent, an individual must complete the Application and pay the application fee. The Application must be submitted in accordance with the instructions provided on the NBPA website. The mere filing of the Application does not constitute certification of an Applicant as an Agent.

Only individuals are eligible to be certified; the NBPA will not accept any Application filed in the name of any corporation, company, partnership, or other business entity. There is no limit on the number of individuals in any one business entity who are eligible for certification.

To be eligible for certification, the Applicant must have received a degree from an accredited four-year college or university, provided that the NBPA, in its unreviewable discretion, may accept relevant negotiating experience to substitute for any year(s) of formal education.

After the submission of an Application, the NBPA will review the Application and perform a background investigation. In addition, the NBPA may request further written materials from the Applicant and conduct any further investigation it deems appropriate, including, but not limited to, an informal conference with the Applicant.

The Applicant must also pass the Agent Exam, which focuses on key provisions of the CBA, these Regulations, and other relevant matters to ensure that an Agent is able to provide high quality representation to his or her clients. The NBPA will provide a preparation course for Applicants (either itself or through a third party). Notwithstanding the foregoing, the NBPA may, in its sole discretion, allow an Applicant, who was previously certified by the NBPA as an Agent, to take an Agent Exam that is different in form and substance from an Agent Exam taken by an Applicant that has never been certified.

The signing and filing of an Application constitute the Applicant's agreement to comply with and be bound by these Regulations, including, but not limited to, the exclusive Arbitration remedy set forth in Section 5, and that the failure to comply in any material respect with any provision of these Regulations shall constitute grounds for denial, revocation, or suspension of his or her certification or other disciplinary action.

B

FORM OF CERTIFICATION

Upon approval of an Application, and after obtaining a passing score on the Agent Exam, the NBPA shall provide the Applicant with written certification via email.

Upon receipt of written certification, the Applicant will thereupon be authorized to serve as an Agent.

In granting certification, the NBPA shall not be deemed to have endorsed any particular Agent, and, in no event, shall the grant of certification be deemed to impose liability upon the NBPA for any acts or omissions of the Agent in providing representation to any Player or Prospective Player, whether or not such acts or omissions fall within activities governed by these Regulations.

C

GROUNDS FOR DENIAL OF CERTIFICATION

Given the important function that Agents perform for the Player(s) and Prospective Player(s) they represent, it is the NBPA's intention in promulgating these Regulations to ensure that only those persons who can reasonably be expected to faithfully carry out those important fiduciary responsibilities will be entitled to receive certification.

Consistent with this objective, the NBPA is authorized to deny certification to any Applicant who:

- 1 | Fails to properly complete the Application, including, but not limited to, the necessary release and disclosure form(s);
- 2 | Fails to cooperate with the NBPA in its processing of the Applicant's Application;
- 3 | Makes false or misleading statements in the Application;
- 4 | Fails to obtain a passing score on the Agent Exam;
- 5 | Misappropriates funds or engaging in other specific acts of financial malpractice such as embezzlement, theft, or fraud, which would render him or her unfit to serve in a fiduciary capacity on behalf of Players or Prospective Players;
- 6 | Engages in any other conduct that reflects adversely on his or her credibility, integrity, or competence to serve in a fiduciary capacity on behalf of Players or Prospective Players;
- 7 | Refuses to swear or affirm that he or she will comply with these Regulations and any amendments thereto and that he or she will abide by the fee structure contained in the SPAC incorporated into these Regulations;
- 8 | Holds oneself out to the public as an Agent prior to certification under these Regulations;
- 9 | Engages in acts involving moral turpitude; and
- 10 | Engages in any other similar conduct that would render him or her unfit to serve as an Agent.

D

APPEAL FROM DENIAL OF CERTIFICATION

In the event an Application is denied pursuant to this Section, the Applicant shall be notified of the reasons for the denial via the email on file with the NBPA.

The Applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of these Regulations; provided, that such appeal must be initiated by filing a written notice of appeal via email upon the NBPA and the Arbitrator within thirty (30) days of receipt of the notice denying his or her Application.

The appeal shall be processed and resolved in accordance with the Arbitration procedures set forth in Sections 5.B-F and 6.E-G of these Regulations, and shall constitute the exclusive method of challenging any denial of certification.

E

SUSPENSION OR REVOCATION OF CERTIFICATION

At any time subsequent to granting certification to an Agent, the NBPA can, based upon information brought to its attention or acting on its own initiative, suspend or revoke such certification on any ground that would have provided a basis for denying an Application pursuant to Section 2.B above or for any other conduct that violates these Regulations. Notice of any such suspension or revocation, must be sent via email.¹

The Agent may appeal any suspension or revocation by complying with the procedure for invoking Arbitration as set forth in Section 6.B-G of these Regulations.

The Arbitration pursuant to these Regulations shall constitute the exclusive method of challenging any suspension or revocation discipline pursuant to these Regulations.

F

ACTIVE AND INACTIVE STATUS

Beginning on July 1, 2027, the NBPA shall implement Active and Inactive status designations for Agents.

An Agent would be required to remain Active in a given year if he or she has: (i) an in-force SPAC with a Player on a Team's roster (Standard or Two-Way Contract) or (ii) been certified as an Agent for less than three (3) years. All other Agents are permitted to be Active, but may voluntarily designate themselves as Inactive.

An Inactive Agent is (i) prohibited from negotiating a UPC with a Team; (ii) excused from attending an NBPA Agent seminar; and (iii) permitted to pay a lesser Agent fee.

Notwithstanding the above, beginning on July 1, 2027, Agents who have not negotiated a UPC within a five-year period (by appearing on the Agent Certification page of such UPC) would automatically move to Inactive status unless such Agent (i) pays the difference in the

Agent fee between Active and Inactive Agents for the then-current year and (ii) completes an educational course administered by the NBPA or its designee. Any Agent who voluntarily designates himself or herself as Inactive may become Active by satisfying the same requirements.

G

EXPIRATION OF CERTIFICATION

In order to prevent automatic expiration of certification, an Agent must pay the annual Agent fees in accordance with Section 3.A below.

An Agent whose certification lapses under this Section must reapply as a new Applicant under the procedures set forth in these Regulations to regain his or her certification.

¹ In the extraordinary circumstances where the Disciplinary Committee's investigation discloses that the Agent's conduct is of such a serious nature as to justify immediately revoking his certification, the Disciplinary Committee is authorized to take such action. In such event, the Agent may appeal that action in the same manner as he or she could appeal from a proposed suspension or revocation set forth in Section 6 of these Regulations.

SECTION 3

STANDARD OF CONDUCT FOR AGENTS

As described throughout these Regulations, one of the primary objectives of the NBPA in issuing these Regulations is to enable Players and Prospective Players to make an informed decision when selecting an Agent and to ensure that each Agent shall provide to the individual Player(s) and Prospective Player(s) whom they represent effective representation at fair and reasonable rates that are uniformly applicable.

A

GENERAL REQUIREMENTS

Consistent with this objective, an Agent shall be required to:

- 1 | Disclose on his or her Application, and thereafter upon request of the NBPA, all information relevant to his or her qualifications to serve as an Agent, including, but not limited to, background, special training, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;
- 2 | Pay the annual Agent fees no later than the first of July every year for the upcoming Season;
- 3 | Attend an NBPA Agent seminar each year, as administered by the NBPA, except when the NBPA determines an individual Agent's attendance is not required;
- 4 | Comply with the Maximum Fee amounts in these Regulations, including, but not limited to, Section 4 and the SPAC and any amendments thereto;
- 5 | Advise a Player and immediately report to the NBPA any known violations by the NBA or a Team of a Player's UPC or a Player's rights pursuant to the CBA generally;
- 6 | Provide the NBPA, within forty-eight (48) hours of execution, with a copy, via email, of any fully executed SPAC. For clarity, it is the Agent's responsibility to maintain and/or produce the original copy of such SPAC, upon request by the NBPA;
- 7 | Provide on or before May 1 of each succeeding year, to each Player who he or she represents, with a copy to the NBPA via email, an itemized statement of fees owed by the Player covering the period of January 1 through December 31 of the immediately prior year ("Fee Disclosure Form"). The Fee Disclosure Form shall set forth the fee charged to the Player for (a) individual Player salary negotiations and (b) the following additional services: (i) individual Player marketing and sponsorship negotiations, (ii) management of the Player's assets, (iii) financial, investment, legal, tax, and/or other advice, and (iv) any other miscellaneous services;
- 8 | Permit and comply with any request from the Player, his designee, or the NBPA to conduct an audit of all relevant books and records relating to any services provided to that Player;

- 9 | Notify the NBPA within thirty (30) days of any significant changes in the Agent's status relevant to his or her continuing to be certified as an Agent. Specifically, the Agent is required to notify the NBPA, via email, of:
- (a) Any change involving employment status that has taken place since the filing of the Application;
 - (b) Any change in the Player(s) that the Agent represents;
 - (c) Any disciplinary proceeding that has been initiated against the Agent or any formal charge or complaint filed against the Agent in his or her personal and/or professional capacity (including, but not limited to, any criminal charges or civil claims) since the filing of the Application; or
 - (d) Any changes regarding the Agent's contact information.
- 10 | Cooperate fully with the NBPA in all respects, including, but not limited to, any investigations, and provide the NBPA with all requested materials that the NBPA deems relevant with respect to any investigation conducted by the NBPA;
- 11 | Properly monitor and supervise all employees or associates who provide any service in connection with an Agent's representation or recruitment of a Player or Prospective Player. Conduct by an employee or associate in connection with or on behalf of an Agent that would violate these Regulations shall be deemed to be conduct of the Agent and shall subject that Agent to discipline under these Regulations;
- 12 | In connection with payments for assistance in recruiting any Player or Prospective Player:
- (a) Prepare a Recruiter Disclosure Form (attached to these Regulations) disclosing any Recruiter retained by the Agent or the Agent's employer;
 - (b) Provide a copy of that Recruiter Disclosure Form to the Player or Prospective Player in advance of signing a SPAC to allow the Player or Prospective Player adequate time to consider the information;
 - (c) Obtain a Player or Prospective Player's signature on the Recruiter Disclosure Form acknowledging that he is aware of and approves the payments; and
 - (d) Submit a copy of (i) the SPAC and (ii) the Recruiter Disclosure Form to the NBPA.

A family member or any other person with a pre-existing relationship with a Player or Prospective Player (or firm or organization where such family member or person has a financial interest) is prohibited from being designated as a Recruiter pursuant to this Section.

Any conduct by an individual that falls within this Section 3.A.12 that would violate these Regulations shall be deemed to be conduct of the Agent and shall subject that Agent to discipline under these Regulations.

- 13 | Promptly report to the NBPA any violations of these Regulations by Agent's employer, any individual or entity affiliated with the Agent, any third party with whom the Agent, Agent's employer, or any individual or entity affiliated with the Agent has a business or other relationship in connection with the provision of Services to a Player, or any employee or consultant of the Agent or any of the foregoing (in each case, whether or not any such individual or entity is certified by the NBPA). Any such conduct shall be deemed the conduct of the Agent if the Agent fails to promptly report such conduct to the NBPA and shall subject that Agent to discipline under these Regulations;
- 14 | In connection with any agreement between a Player or Prospective Player and an Agent (or any entity related to the Agent), grant such Player or Prospective Player the right to terminate such agreement at will;
- 15 | Resolve any dispute between a Player or Prospective Player and an Agent (or any entity related to the Agent) through the NBPA's mandatory, exclusive Arbitration process set forth in Section 5 of these Regulations (with the exception of disputes related to FIBA or other non-NBA or international representation agreements);
- 16 | Upon the termination of a SPAC by a Player, and within a reasonable time period, transfer to the Player copies of all records or files the Agent maintained on behalf of the Player; and
- 17 | In addition to the above, comply with and abide by all written policies and supplemental materials that may be issued from time to time by the NBPA.

B

PROHIBITED CONDUCT SUBJECT TO DISCIPLINE

To further effectuate the objectives of these Regulations, Agents are prohibited from engaging in the conduct listed below. Any Agent who engages in any such prohibited conduct shall be subject to discipline in accordance with these Regulations.

- 1 | Representing any Player(s) in individual contract negotiations with any Team unless the Agent is (a) currently certified by the NBPA and (b) has a current SPAC signed with the Player;
- 2 | Providing or offering a monetary inducement (other than a fee less than the Maximum Fee contained in the SPAC) or anything of value that is not otherwise permitted by these Regulations to any Player or Prospective Player to induce or encourage that person to utilize his or her services. For clarity, such prohibition shall include, but not be limited to, any loan or advance (including a "marketing advance"), except as permitted by these Regulations, the SPAC, or NBPA policies that may be issued from time to time;
- 3 | Providing or offering money or any other thing of value to a member of a Player's or Prospective Player's family or any other person for the purpose of inducing or encouraging the Player or Prospective Player to utilize his or her services or for the purpose of inducing or encouraging that person to recommend that a Player or Prospective Player utilize the services of the Agent, including, but not limited to, a portion of the fee contemplated in the SPAC;

- 4 | Providing materially false or misleading information to any Player or Prospective Player, including, but not limited to, in the recruitment of that Player or Prospective Player to utilize the Agent's services or in the course of representing that Player as his Agent;
- 5 | Engaging in conduct that violates any NCAA regulations;
- 6 | Holding or seeking to hold, either directly or indirectly, a financial interest in any professional basketball team, professional sports league, or any other business venture that would create an actual, potential, or perceived conflict of interest in the representation of Players or Prospective Players;
- 7 | Representing a Team Representative in matters pertaining to his or her employment or any other matters in which he or she has a pecuniary interest; provided, however, that this provision does not prohibit two individuals (one being an Agent) within the same organization from separately representing a Player and a Team Representative, provided notice is given to the Player that another person within the organization represents such person. For clarity, such person is prohibited from engaging, or otherwise being involved, in any recruitment of such Player or Prospective Player on behalf of the Agent;
- 8 | Engaging in any other activity which creates an actual, potential, or perceived conflict of interest with the effective representation of Players; provided, however, that this provision does not prohibit an Agent from representing two or more Players on any one Team;
- 9 | Soliciting or accepting money or anything of value from any Team under circumstances which would create an actual, potential, or perceived conflict of interest with the interests of any Player or Prospective Player he or she represents;
- 10 | Negotiating or agreeing to any provision in a UPC or side letter agreement that: (a) deprives a Player of any benefit or right contained in the CBA or (b) directly or indirectly violates any stated policies, rules, or requirements established by the NBPA;
- 11 | Concealing material information from any Player whom the Agent is representing, including, but not limited to, facts which relate to the subject of the individual's UPC or other contract negotiation;
- 12 | Failing to promptly advise a Player or report to the NBPA any known violation(s) by a Team of a Player's rights pursuant to the individual UPC or the CBA;
- 13 | Engaging in unlawful conduct or conduct involving dishonesty, fraud, deceit, misrepresentation, or other conduct which reflects adversely on his or her fitness as an Agent or jeopardizes the effective representation of Players;
- 14 | Breaching any of the provisions of the SPAC that the Agent is required to enter into pursuant to these Regulations, including, but not limited to, the mandatory, exclusive Arbitration process to resolve any dispute that may arise between a Player and an Agent (or against another Agent as the case may be);

- 15 | Indirectly circumventing the Maximum Fee by knowingly or intentionally increasing the fees that he or she had charged or otherwise would have charged the Player for other services, including, but not limited to: financial consultation, advice concerning money management, or negotiating other agreements on behalf of a Player;
- 16 | Agreeing to split fees for negotiating a UPC with another individual who is not an Agent, provided that an Agent may split a fee with another Agent by completing Exhibit A of the SPAC;
- 17 | Assigning rights to receive fees pursuant to a SPAC to any person or organization, provided that an Agent may assign a fee to an entity related to the agent (i.e., the Agent's employer) by completing Exhibit B of the SPAC;
- 18 | Entering into any agreement, other than a SPAC, that contemplates the payment and/or reimbursement of expenses incurred by the Agent on behalf of the Player, including, but not limited to, Pre-Draft Expenses (as defined in Exhibit C of the SPAC);
- 19 | Wagering, attempting to wager, or in any way assisting a third party in wagering or attempting to wager, directly or indirectly, anything of value on any game or event conducted by, occurring in, or related to the NBA or any of its current or future subsidiary or affiliated leagues, including, without limitation, an NBA game (including, but not limited to, a Summer League game), a Player draft selection, a Player UPC signing, a Player statistical achievement, or any other event that could be characterized as a "prop bet";
- 20 | Benefiting from another person or entity's violation of these Regulations (whether or not such person is certified);
- 21 | Negotiating or assisting a Player or Prospective Player in the negotiation of any agreement that would prevent or unduly limit the NBPA in its exercise of its rights under its group licensing agreements; and
- 22 | Violating any provision of these Regulations, and any future iterations or amendments thereto.

C

PROFESSIONAL COMPETENCY AND INTEGRITY

In addition to refraining from the foregoing prohibited conduct, the NBPA further expects that every Agent will carry out the representational services covered by these Regulations with the highest degree of professional competence and integrity. The NBPA likewise expects that to achieve and maintain high quality performances, every Agent, at a minimum, will take the necessary steps to become knowledgeable about the NBPA's structure, the economics of the industry, the CBA, basic negotiating techniques, and all areas of the law relevant to his or her professional duties. If, after these Regulations become effective, the NBPA determines that there is a need to impose additional requirements with respect to the quality of Agent performance, the NBPA reserves the right to amend these Regulations accordingly.

SECTION 4

STANDARD PLAYER AGENT CONTRACT; MAXIMUM FEES

A

STANDARD FORM

To qualify to perform the services of an Agent under these Regulations, in respect to an individual Player, an individual must (1) be certified by the NBPA; and (2) have a current SPAC signed with the Player.

A copy of the executed SPAC must be sent via email by the Agent to the NBPA within forty-eight (48) hours of execution. The NBPA may designate specific person(s) to receive SPACs.

The Agent is responsible for maintaining and producing the original copy of such SPAC, upon request by the Player or the NBPA.

Any agreement between an Agent and a Player, which contemplates the services provided by the Agent pursuant to the SPAC, which is not in the standard form provided by the NBPA pursuant to these Regulations, shall be of no force and effect, and no Agent shall have the right to assert any claim against the Player for compensation or other forms of relief on the basis of such purported agreement. Additionally, retyped SPACs, or those with amendments not permitted by these Regulations, will not be accepted.

Any SPAC shall include a provision whereby either party may terminate that agreement immediately upon written notice to the other party, provided that a Player may not enter into a subsequent SPAC with an Agent (other than the Agent(s) set forth in the original SPAC) during the five (5) day period immediately following the date of such termination (unless otherwise agreed to by the parties). Any such notice must be signed by the terminating party to be effective. A copy of the written notice must be sent to the NBPA by prepaid certified mail or via email.

In the event a Player terminates a SPAC, then, prior to the Player entering into a subsequent SPAC with another Agent, the NBPA may require that the Player first consult with the NBPA regarding the facts and circumstances of such termination.

B

AGENT COMPENSATION

The maximum fees which the Agent may charge or collect shall be as follows:

- 1 | If the Agent negotiates a UPC whereby the Player receives only the minimum compensation under the CBA for the Season or Seasons covered by the UPC, the Agent shall receive, no greater than, a fee of two percent (2%) for each such Season, unless the Player and the Agent have agreed to a lesser percentage.

For clarity, when determining whether the Player has earned in excess of his applicable minimum compensation, the fee for each Season is determined on an individual season basis. It is of no consequence for fees for the current or future Season(s) that a Player received more than his applicable minimum compensation in any other Season of the UPC.

For example, if a Player signs a three-year UPC whereby the compensation in year-1 is in excess of his applicable minimum compensation and the compensation in years 2 and 3 is only his applicable minimum compensation, then the Agent may charge a fee of, no greater than, four percent (4%) on year-1 and two percent (2%) on years 2 and 3.

- 2 | If the Agent negotiates a UPC whereby the compensation the individual Player receives is in excess of the minimum compensation applicable under the CBA for one or more Seasons, the Agent shall receive, no greater than, a fee of four percent (4%) of the compensation negotiated for the Player for each Season, unless the Player and the Agent have agreed to a lesser percentage.
- 3 | Notwithstanding Section 4.B.2 above, if the Player is a Rookie drafted in the first round of the NBA Draft who receives compensation in accordance with the “Rookie Scale” set forth in Article VIII of the CBA, the Agent shall receive no greater than a fee of (i) four percent (4%) of the compensation in excess of the 80% amount that is guaranteed under the Rookie Scale; or (ii) the amount payable under Section 4.B.1 above by a Rookie who receives only the minimum compensation under Article II, Section 6(B) of the Collective Bargaining Agreement, unless the Player and the Agent have agreed to a lesser percentage.

In computing the Maximum Fee, the term “compensation” shall only include the base salary, signing bonus, and any performance bonus actually received by the Player. No other benefits provided in the UPC or the CBA shall be taken into account in the computing of the fee—including, but not limited to, the fact that the UPC guarantees compensation to the Player for one or more Seasons, contains a player option, or that the Player receives a payment from the In-Season Tournament Prize Pool, the Player Playoff Pool, or a portion of a Shortfall Amount.

It is the intent of these Regulations that the Agent shall not be entitled to receive any fee for his or her services until the Player receives the compensation upon which the Agent’s fee is based². Consistent with this objective, an Agent is prohibited from including any provision in a SPAC whereby the Player becomes obligated to make any fee payment to the Agent in advance of the Player receiving the compensation upon which the Agent’s fee is based. However, the NBPA recognizes that, in certain circumstances, a Player may decide that it is in his best interest to pay his Agent’s fee in advance of receiving any compensation, including, but not limited to, a Player’s base salary for the current Season or deferred compensation. In any such situation, the Agent is authorized to accept the advanced payment.

² With respect to deferred compensation, the Agent shall only be entitled to a fee based on the present value of that compensation.

SECTION 5

ARBITRATION PROCEDURES

This Arbitration process shall be the exclusive method for resolving any and all disputes that may arise from denying certification to an Applicant; the interpretation, application, or enforcement of these Regulations; SPACs between Agents and individual Players; or any other dispute that may arise between a Player and an Agent. This exclusive Arbitration process will ensure that those disputes – which involve internal matters concerning the relationship between individual Players and their Agents, the NBPA in its capacity as their exclusive bargaining representative, and Agents performing certain delegated representative functions relating particularly to individual UPC negotiations – will be handled and resolved expeditiously by the Arbitrator as set forth below, without need to resort to costly and time-consuming formal adjudication.

The provisions of this Section shall apply with respect to the following types of disputes that may arise under these Regulations:

- 1 | The NBPA denies an Application and the Applicant wishes to appeal from that action;
- 2 | A dispute arises with respect to the meaning, interpretation, or enforcement of a SPAC entered into between a Player and the Agent(s) (or involving any entity related to the Agent (i.e., the Agent's employer) that has been assigned rights pursuant to Exhibit B);
- 3 | A dispute arises between two or more Agents with respect to their individual entitlement to fees owed, whether paid, unpaid, or paid directly to one Agent or both, by a Player who was jointly represented by such Agents pursuant to a SPAC. In such cases, at the Player's option, any fees paid or payable by the Player after the dispute arises shall be placed in escrow pending final resolution of such dispute and paid out of escrow in accordance with the Arbitrator's decision; or
- 4 | Any other dispute arises between a Player and the Agent (or any entity related to the Agent), including but not limited to, with respect to the meaning, interpretation, or enforcement of a marketing or other representational agreement (with the exception of disputes regarding FIBA or other international representation agreements).

With respect to any dispute that may arise pursuant to paragraph 1 above, the procedure for filing an appeal and invoking Arbitration is set forth in Section 2.D of these Regulations. Once Arbitration has been invoked pursuant to paragraph 1, the procedure set forth in Sections 5.B-F and 6.E-G below shall apply. With respect to any dispute that may arise pursuant to paragraph 2-4 above, the following procedures (5.A-F) shall apply:

FILING

A party seeking to invoke Arbitration (the Grievant) shall initiate the Arbitration by filing a written Grievance and serving it upon the opposing party (the Respondent).

Any such Grievance must be filed within thirty (30) days from the date of the occurrence of the event upon which the Grievance is based or within thirty (30) days from the date on which the facts of the matter become known or reasonably should have become known to the Grievant, whichever is later. A Player need not be under a UPC at the time a Grievance relating to him hereunder arises or at the time such Grievance is initiated or processed.

A party who initiates a Grievance must (i) send the written Grievance via email to the Respondent's email address on file with the NBPA, and (ii) send a copy to the NBPA by email.

The Grievance shall set forth, in plain and understandable terms, (i) the facts and circumstances giving rise to the Grievance; (ii) the provision(s) of the agreement between the Player and his Agent(s) alleged to have been violated (if applicable); and (iii) the relief sought. Any relevant documents relied on in the Grievance should be attached thereto. Once the Grievance is filed, the NBPA shall promptly provide the Respondent and the Arbitrator with copies of the Grievance and all other relevant documents.

B

ANSWER

The Respondent shall answer the Grievance in writing via email to the Grievant, with a copy to the NBPA, within thirty (30) days of receipt of the Grievance. The Answer shall (i) admit or deny the facts alleged in the Grievance, and (ii) briefly set forth the reasons why the Respondent believes the Grievance should be denied. If an Answer is not filed within thirty (30) days, the Arbitrator, in his or her discretion, may issue an order, where appropriate, granting the Grievance and the requested relief upon satisfactory proof of the claim.

C

ARBITRATOR

The NBPA has selected a skilled and experienced person(s) to serve as the outside, impartial Arbitrator(s) for all cases arising hereunder.

D

HEARINGS

The Arbitrator shall schedule a hearing on the dispute in New York City, except that the parties may mutually, with the consent of the NBPA, agree on an alternative location, or via a virtual platform. At such hearings, the parties may appear in person or by counsel or other representative. Both the parties to the Grievance and the NBPA (if they are not also a party) will have the right to present, by testimony or otherwise, any evidence relevant to the Grievance.

The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

Within thirty (30) days after the close of the hearing, the Arbitrator shall issue a written award.

The Arbitrator's written award shall constitute the full, final, and complete resolution of the Grievance and will be binding upon the parties involved. Given the uniquely internal nature of any such dispute that may be presented to the Arbitrator, it is the NBPA's intention that an award issued by the Arbitrator is not subject to judicial review on any grounds.

E

COST

Each party will bear the costs of its own witnesses, counsel, and any other related expenses including, but not limited to, travel. Costs of administering the Arbitration, including, but not limited to, the fees and expenses of the Arbitrator and court reporter, will be borne equally between the parties to the Grievance; provided, however, the Arbitrator may assess some or all of one party's costs to an opposing party if the Arbitrator deems such party's conduct to be frivolous, unreasonable, without foundation, or in bad faith. If the Arbitrator grants a monetary award, it shall be paid within ten (10) days of receipt of the written award, unless otherwise stated by the Arbitrator.

F

TIME LIMIT

The time limits of this Section may be extended only by written mutual agreement of the parties to the Grievance.

G

CONFIDENTIALITY

The parties (and anyone under such party's control, authority, or direction) shall keep all matters related to the Arbitration confidential and shall not disclose, or cause to be disclosed, such matters to the media or any other third party, including but not limited to, the dispute(s) to be arbitrated, the underlying facts and circumstances relating to such dispute(s), and the final opinion or award of any such Arbitration; provided that foregoing shall not prohibit disclosure by the NBPA in its sole discretion.

SECTION 6

OVERSIGHT AND COMPLIANCE PROCEDURE

A

DISCIPLINARY COMMITTEE

The Disciplinary Committee shall have the responsibility and authority to initiate and then present disciplinary cases against Agents who violate these Regulations. In carrying out this function, the Disciplinary Committee may utilize outside legal counsel and other specialists.

B

COMPLAINT; FILING

Disciplinary proceedings against any Agent shall be initiated by the Disciplinary Committee filing a written Complaint against the Agent when the Disciplinary Committee has reasonable cause to believe that the Agent has violated these Regulations. The Disciplinary Committee may act on the basis of its own knowledge or on the basis of information obtained from any person having knowledge of the action or conduct of the Agent in question, including, but not limited to, Players, Prospective Players, NBPA staff, or other persons associated with professional or intercollegiate basketball. The Complaint shall (i) set forth the specific action or conduct giving rise to the Complaint and (ii) cite the Regulation(s) alleged to have been violated.

The Complaint shall be sent to the Agent via email.

A Complaint must be filed by the Disciplinary Committee within twenty-four (24) months from the date of the occurrence which gave rise to the Complaint or within twenty-four (24) months from the date on which the information sufficient to create reasonable cause became known or reasonably should have become known to the Disciplinary Committee, whichever is later. The filing deadline shall be extended by any new information disclosed to or discovered by the Disciplinary Committee.

C

ANSWER

The Agent against whom the Complaint has been filed shall have twenty (20) days in which to file a written Answer to the Complaint. Such Answer shall be sent by email to the Disciplinary Committee. The Answer must (i) admit or deny the facts alleged in the Complaint, and (ii) assert any facts or arguments which the Agent wishes to state in his or her defense.

D

DISCIPLINARY ACTION

Within thirty (30) days of receipt of the Answer, the Disciplinary Committee shall inform the Agent in writing (via email) of the nature of the discipline, if any, the Disciplinary Committee intends to impose.³ The discipline may include one or more of the following:

³ If the Disciplinary Committee already has invalidated the Agent's certification (see footnote 1), the same appeal procedure as contained herein shall apply.

- 1 | Issuance by the Committee of an informal order of reprimand to be retained in the Agent's file at the NBPA's office;
- 2 | Issuance of a formal letter of reprimand which may be made public;
- 3 | Imposition of a fine of up to \$125,000, payable within thirty (30) days of the imposition of such fine to the NBPA Foundation;
- 4 | Restitution to the affected party as appropriate under the circumstances;
- 5 | Forfeiture of any fees owed or previously owed pursuant to a SPAC for an individual Player, if it is determined that the Agent violated Section 3.B.2-3 of these Regulations with respect to such Player;
- 6 | Suspension of an Agent's certified status for a specified period of time during which he or she is prohibited from conducting individual contract negotiations for any Player, assisting in or advising with respect to such negotiations, or otherwise performing the acts of an Agent as contemplated by these Regulations; and
- 7 | Revocation of the Agent's certification hereunder.

E

APPEAL

The Agent against whom a Complaint has been filed under this Section or whose certification was denied pursuant to Section 2(b) may appeal the Disciplinary Committee's disciplinary action or the NBPA's denial to the Arbitrator by filing a written notice of appeal with the Arbitrator within twenty (20) days following receipt of notice of the disciplinary action or denial of certification.

Within thirty (30) days of receipt of the notice of appeal, the Arbitrator shall set a time and place for a hearing on the appeal, which shall take place in New York City, unless the parties mutually agree upon an alternative location, or via a virtual platform.

The failure of an Agent to file a timely appeal shall be deemed to constitute an acceptance of the disciplinary action by the Disciplinary Committee, which shall then be promptly administered. The failure of an Applicant to file a timely appeal shall be deemed to constitute an acceptance of his or her denial of certification.

F

CONDUCT OF HEARING

At a hearing pursuant to this Section 6, the Disciplinary Committee (or the NBPA in the case of a denial of certification) shall have the burden of proving, by the preponderance of the evidence, the allegations in its Complaint (or the reasons for its denial). The Disciplinary Committee (or NBPA) and the Agent shall each be afforded a full opportunity to present, through testimony or otherwise, evidence pertaining to the charge(s) and defense(s) of the

alleged violation(s) of these Regulations.

The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Each of the parties may appear with counsel or a representative of its choosing. At the request of the parties, the hearing will be transcribed and made available to all parties.

At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a final, binding decision on the appeal, which shall either affirm, vacate, or modify the proposed action of the Disciplinary Committee or confirm or rescind the denial of certification (as applicable). For disciplinary action by the Disciplinary Committee, the Arbitrator shall decide two issues: (i) whether the Agent has engaged in or is engaging in prohibited conduct as alleged by the Committee; and (ii) if so, whether the discipline is reasonable under the circumstances of the case under review. If the Arbitrator decides both questions affirmatively, then the Arbitrator shall issue an order affirming the discipline; if the Arbitrator decides that the Agent has not engaged in any prohibited conduct, then the Arbitrator shall issue an order vacating the discipline and dismissing the case; and, if the Arbitrator decides the first question affirmatively but concludes that the discipline is unreasonable, the Arbitrator shall then issue an order modifying the discipline (provided, however, that no modification can result in the imposition of more severe discipline than that proposed by the Disciplinary Committee).

G

COST; TIME LIMITS

The fees and expenses of the Arbitrator will be paid by the NBPA. Each party will bear the costs of its own witnesses, counsel, and any other related expenses including, but not limited to, travel, provided, however, with respect to a denial of certification, the Arbitrator may assess some or all of the NBPA costs to the Applicant if the Arbitrator deems the Applicant's conduct to be frivolous, unreasonable, without foundation, or in bad faith. Each of the time limits set forth in this Section may be extended by mutual written agreement of the relevant parties involved.

H

CONFIDENTIALITY

The parties (and anyone under such party's control, authority, or direction) shall keep all matters related to the Arbitration confidential and shall not disclose, or cause to be disclosed, such matters to the media or any other third party, including but not limited to, the dispute(s) to be arbitrated, the underlying facts and circumstances relating to such dispute(s), and the final opinion or award of any such Arbitration; provided that foregoing shall not prohibit disclosure by the NBPA in its sole discretion.

SECTION 7

NOTICE; EFFECTIVE DATE; AMENDMENT

All notices to the NBPA or the Committee must be sent by email to:
Legal@nbpa.com

These Regulations shall become effective on September 30, 2025.

These Regulations may be amended periodically by the action of the Executive Committee and the Player Representatives in their sole discretion from time to time as deemed necessary.

EXHIBIT A

Article XXXVI
Player Agents

ARTICLE XXXVI

PLAYER AGENTS

Section 1. Approval of Player Contracts.

The NBA shall not approve any Player Contract between a player and a Team unless such player (a) is represented in the negotiations with respect to such Player Contract by an agent or representative duly certified by the Players Association in accordance with the Players Association's Regulations Governing Player Agents and authorized to represent him, or (b) acts on his own behalf in negotiating such Player Contract.

Section 2. Fines.

The NBA shall impose a fine of \$50,000 upon any Team that negotiates a Player Contract with an agent or representative not certified by the Players Association in accordance with the Players Association's Regulations Governing Player Agents if, at the time of such negotiations, such Team either (a) knows that such agent or representative has not been so certified, or (b) fails to make reasonable inquiry of the NBA as to whether such agent or representative has been so certified. Notwithstanding the preceding sentence, in no event shall any Team be subject to a fine if the Team negotiates a Player Contract with an agent or representative designated as the player's authorized agent on the then-current agent list provided by the Players Association to the NBA in accordance with Section 5 below.

Section 3. Prohibition on Players as Agents.

For purposes of negotiating the terms of a Uniform Player Contract or otherwise dealing with a Team over any matter, players are prohibited from (a) representing other current or prospective NBA players as an agent certified under the Players Association's Regulations Governing Player Agents, or (b) holding an equity interest or position in a business entity that represents other current or prospective NBA players as an agent certified under the Players Association's Regulations Governing Player Agents.

Section 4. Indemnity.

The Players Association agrees to indemnify and hold harmless the NBA, its Teams, and each of its and their respective past, present, and future owners (direct and indirect) acting in their capacity as Team owners, officers, directors, trustees, employees, successors, agents, attorneys, heirs, administrators, executors, and assigns, from any and all claims of any kind arising from or relating to (a) the Players Association's Regulations Governing Player Agents, and (b) the provisions of this Article, including, without limitation, any judgments, costs, and settlements, provided that the Players Association is immediately notified of such claim in writing (and, in no event later than five (5) days from the receipt thereof), is given the opportunity to assume the defense thereof, and the NBA and/or its Teams (whichever is sued) use their best efforts to defend such claim, and do not admit liability with respect to and do not settle such claim without the prior written consent of the Players Association.

Section 5. Agent Lists.

The Players Association agrees to provide the NBA League Office with a list of (a) all agents certified under the Players Association's Regulations Governing Player Agents, and (b) the players represented by each such agent. Such list shall be updated once every two (2) weeks from the day after the NBA Finals to the first day of the next succeeding Regular Season and shall be updated once every month at all other times.

Section 6. Confirmation by the Players Association.

If the NBA has reason to believe that the agent representing a player in Contract negotiations is not a certified agent or is not the agent authorized to represent the player, then the NBA may, at its election, request in writing from the Players Association confirmation as to whether the agent who represented the player in the Contract negotiations is in fact the player's certified representative. If within three (3) business days of the date the Players Association receives such written request, the NBA does not receive a written response from the Players Association stating that the agent who represented the player is not the player's certified representative, then the NBA shall be free to act as if the agent is the player's confirmed certified representative.

Section 7. Agent Rules Compliance.

(a) If the NBA notifies the Players Association that it has reasonable cause to believe that an agent or representative has engaged in conduct that violates this Agreement, the Players Association will review any information supplied by the NBA, determine whether to conduct an investigation of the alleged conduct, and, if the Players Association concludes that misconduct occurred, inform the NBA as to the result of its investigation and any discipline it has imposed.

(b) The Players Association will amend the Players Association's Regulations Governing Player Agents to expressly provide that the Players Association may impose a fine of up to \$125,000 on an agent for a violation of the rules regarding tampering, public requests or demands for a trade, or the timing of Contract negotiations.

EXHIBIT B

Standard Player Agent Contract



NBPA STANDARD PLAYER AGENT CONTRACT

This Standard Player Agent Contract (this "Agreement") made this ____ day of _____, 20__ (the "Effective Date"), by and between

AGENT NAME (HEREINAFTER "AGENT")

PLAYER NAME (HEREINAFTER "PLAYER")

In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

1 | General Principals

This Agreement is entered into pursuant to and in accordance with the National Basketball Players Association's ("NBPA") Regulations Governing Player Agents (the "Regulations") as promulgated effective March 7, 1986, and as amended thereafter. All defined terms in this Agreement shall have the same meaning, force, and effect as those in the Regulations or the NBA-NBPA Collective Bargaining Agreement, effective July 1, 2023 (the "CBA").

This Agreement shall apply only with respect to the Agent's performance of services described below.

2 | Representations

The Agent represents that (a) in advance of executing this Agreement, he/she has read and familiarized himself/herself with the Regulations and the CBA and (b) he/she is currently certified as an Agent. Player acknowledges that the NBPA's certification of the Agent is neither a recommendation of the Agent, nor a warranty by the NBPA of the Agent's competence, honesty, skills, or qualifications.

3 | Contract Services

Commencing on the date of this Agreement, the Agent agrees to represent the Player in conducting, or materially assisting, advising, or counseling the Player in connection with, individual compensation negotiations, in each case for the performance of the Player's services as a professional basketball player with Teams.

After a Uniform Player Contract ("UPC") is executed by the Player, the Agent agrees to continue to assist, advise, and counsel the Player in enforcing his rights under that UPC.

In performing these services, the Agent is the NBPA's delegated representative and is acting in a fiduciary capacity on behalf of the Player. Agent agrees to act in such a manner as to protect the best interests of the Player and to provide effective representation of the Player in negotiations with Teams. In no event shall the Agent have the authority to bind or commit the Player in any manner

without the express prior consent of the Player and in no event shall the Agent execute a UPC on behalf of the Player.

4 | **Compensation for Services**

This Section 4 addresses the fees a Player has agreed to pay his Agent for the services performed pursuant to this Agreement, provided an Agent shall not be entitled to earn any fees for services performed while designated as Inactive. These fees are subject to the maximum fee limitations, which are codified in the Regulations. **In the event any portion of this Section is left blank, this Agreement is of no force or effect.**

The Player shall pay fees to the Agent for services performed pursuant to this Agreement in accordance with the following provisions:

(A) If the Player receives only the minimum compensation¹ applicable under Article II Section 6 of the CBA for a Season covered by a UPC, then the maximum fee that the Agent may receive is two percent (2%) of the compensation received by the Player.

The parties hereto have agreed to the following fee (not to exceed two percent (2%)):
AGREED UPON COMPENSATION

_____	_____
	PLAYER'S INITIAL
_____	_____
	AGENT'S INITIAL

(B) If the Player receives compensation in excess of the minimum compensation applicable under the CBA for a Season covered by a UPC, then the maximum fee that the Agent may receive is four percent (4%) of the compensation received by the Player.

The parties hereto have agreed to the following fee (not to exceed two percent (4%)):
AGREED UPON COMPENSATION

_____	_____
	PLAYER'S INITIAL
_____	_____
	AGENT'S INITIAL

¹This Section 4(A) addresses contracts for the Minimum Player Salary, 10-Day Contracts, and Two-Way Contracts.

(C) If the Player is a Rookie drafted in the first round of the NBA Draft who receives compensation in accordance with the Rookie Salary Scale set forth in Article VIII of the CBA, then the maximum fee that the Agent may receive is the greater of (i) four percent (4%) of the compensation in excess of the eighty percent (80%) amount that is guaranteed under the Rookie Salary Scale; or (ii) the amount payable under subparagraph A above by a Rookie who receives only the minimum compensation under Article II, Section 6 of the CBA.

The parties hereto have agreed to the following fee (not to exceed two percent (4%)):

AGREED UPON COMPENSATION

PLAYER'S INITIAL

AGENT'S INITIAL

In computing the allowable fee pursuant to subparagraphs (A), (B), or (C) above, the term "compensation" shall include Base Compensation, signing bonus, and any Performance Bonus actually received by the Player. No other benefits provided in the UPC or the CBA shall be taken into account in the computing of the fee—including, but not limited to, the fact that the UPC guarantees compensation to the Player for one or more seasons, contains a player option, or that the Player receives a payment from the In-Season Tournament Prize Pool, the Player Playoff Pool, or a portion of a Shortfall Amount.

If more than one Agent is a party to this Agreement, then Exhibit A must also be completed in its entirety. In the event Exhibit A is incomplete, the Agents agree to divide all fees evenly.

5 | Timing of the Payment of Agent's Fee

The Agent shall not be entitled to receive any fee for the performance of his services pursuant to this Agreement until the Player is paid the compensation upon which the fee is based. Within fifteen (15) days of the Player's actual receipt of each compensation payment (as defined in paragraph 4 above) during the term of this Agreement, the Player shall make his fee payment to the Agent in an amount computed in accordance with paragraph 4 above.

The Player has sole discretion to decide whether it is in his best interest to make any advance fee payment(s) to his Agent, in which case the Agent is authorized to accept that advance payment; provided, however, that (A) the advance payment cannot exceed the fee prescribed in paragraph 4 above, and (B) with respect to any advance payment relating to deferred compensation, the fee shall be based upon the present value of that compensation. In no case shall the Agent accept, directly or indirectly, payment of his or her fee from the Player's Team.

Further, the amount of the Agent's fee shall not be discussed with the Team with whom the Agent is negotiating on behalf of the Player, nor shall the Agent or Player secure an agreement from the Team taking into account the amount of the Agent's fee.

6 | Payment of Expenses and Reimbursement

Except as set forth in Exhibit C regarding Pre-Draft Expenses, (i) all expenses incurred by the Agent on behalf of the Player shall be solely the Agent's responsibility and shall not be reimbursable by the Player; and (ii) the Agent and the Player shall not enter into any other agreement that contemplates the payment and/or reimbursement of such expenses, and any such agreement entered into on or after September 30, 2025 shall be null and void.

7 | Disclaimer of Liability

The Player and the Agent agree that they are not subject to the control or direction of any other person with respect to the timing, place, manner, or fashion in which individual negotiations are to be conducted pursuant to this Agreement (except to the extent that both the Player and the Agent shall comply with the CBA and Regulations) and that they will save and hold harmless the NBPA, its officers, employees, and representatives from any liability whatsoever with respect to any conduct or activities relating to or in connection with this Agreement or such individual negotiations.

8 | Term

The term of this Agreement shall begin on the Effective Date and shall continue until terminated in accordance with the terms hereof. Either party may terminate this Agreement, effective immediately, upon delivery to the other party of a written, signed, and dated notice of termination. Notwithstanding the foregoing, if this Agreement is terminated by the Player, then the Player may not enter into a subsequent SPAC with an Agent (other than the Agent(s) set forth in this Agreement) during the five (5) day period immediately following the date of such termination (unless otherwise agreed to by the parties), provided that such period shall not apply if the Agent is designated as Inactive.

Without limiting the foregoing, this Agreement shall automatically terminate if:

A) The Agent's certification is suspended or revoked by the NBPA or the Agent is otherwise prohibited by the NBPA from performing the services he/she has agreed to perform herein (with the exception of being designated as Inactive, which shall not trigger such termination), which termination shall be effective as of the date of such suspension, revocation, or prohibition; or

B) The Player withdraws from an NBA Draft prior to the date set by the NCAA to maintain NCAA eligibility, which termination shall be effective as of the date of such withdrawal.

In the event a Player terminates a SPAC, then, prior to the Player entering into a subsequent SPAC with another Agent, the NBPA may require that the Player first consult with the NBPA regarding the facts and circumstances of such termination.

9 | Arbitration: Resolution of All Disputes Arising Out of This Agreement

The Arbitration process set forth in Section 5 of the Regulations shall be the exclusive method for resolving any (i) dispute with respect to the meaning, interpretation, or enforcement of a SPAC entered into between a Player and the Agent(s) (or involving any entity related to the Agent (i.e., the Agent's employer) that has been assigned rights pursuant to Exhibit B); (ii) dispute between two or more Agents with respect to their individual entitlement to fees owed, whether paid, unpaid, or paid directly to one Agent or both, by a Player who was jointly represented by such Agents pursuant to a SPAC; or (iii) other dispute between a Player and the Agent (or any entity related to the Agent), including but not limited to, with respect to the meaning, interpretation, or enforcement of a marketing or other representational agreement (with the exception of disputes regarding FIBA or other international representation agreements); as provided in Section 5(D) of the Regulations, if any Arbitration hearing takes place, the NBPA may participate and present, by testimony or otherwise, any evidence relevant to the dispute. Because of the uniquely internal nature of any such dispute that may arise under this Agreement, the Player and the Agent agree that the Arbitrator's award shall constitute a final and binding resolution of the dispute and neither party will seek judicial review on any ground.

The parties agree that any Arbitration proceedings initiated pursuant to the SPAC shall be kept in the strictest of confidence. Each party (and anyone under such party's control, authority, or direction) agrees not to disclose, or cause to be disclosed, to the media or any other third party any matters related to an Arbitration, including but not limited to, the dispute(s) to be arbitrated, the underlying facts and circumstances relating to such dispute(s), or the final opinion or award of any such Arbitration.

10 | Notices

All notices hereunder shall be effective if sent by email.

IF TO THE AGENT(S)

IF TO THE PLAYER

11 | Assignment

An Agent's right to payment of fees pursuant to this Agreement may not be assigned to any third party, and any purported assignment will be of no force or effect, unless Exhibit B is completed in its entirety, signed by each party hereto, and provided via email to the NBPA at **spac@nbpa.com**.

12 | Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties; supersedes any and all prior agreements, understandings or discussions between the parties related to the subject matter hereof; and can only be modified or amended in writing and signed by each party hereto, which modification or amendment shall only be effective if and to the extent that it is consistent with the Regulations and other policies of the NBPA that may be issued from time to time, including, without limitation, as set forth in a SPAC approved by the NBPA.

13 | Governing Law

This Agreement shall be construed, interpreted and enforced according to the laws of the State of New York.

14 | Filing

This Agreement shall be signed in duplicate: One (1) original copy thereof must be promptly delivered by the Agent to the Player; and one (1) original copy thereof shall be retained by the Agent. It is the Agent's responsibility to maintain and/or produce an original of this Agreement upon request by the NBPA. Additionally, a digital copy of this Agreement must be provided by the Agent to the NBPA via email to **spac@nbpa.com** within forty-eight (48) hours of its execution. If any portion of this Agreement, including any executed Exhibits, is not timely submitted to the NBPA, then this Agreement, in its entirety, shall be null and void.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

Please note, in the event any required portion of this Agreement is left blank, this Agreement is of no force or effect and will be returned to the Agent as incomplete.

The parties hereto have hereunder signed their names.

AGENT(S) SIGNATURE

PLAYER SIGNATURE

DATE OF BIRTH

PARENT / GUARDIAN (IF REQUIRED BY APPLICABLE LAW)

EXHIBIT A – AGREEMENT TO SPLIT FEE

Agent _____ is entitled to ____ percent of the fees agreed to in Paragraph 4 of this Agreement.

AGENT SIGNATURE

Agent _____ is entitled to ____ percent of the fees agreed to in Paragraph 4 of this Agreement.

AGENT SIGNATURE

PLAYER SIGNATURE

If the fee split arrangement cannot be described above, please describe the arrangement on an attached sheet and have all parties sign.

EXHIBIT B – ASSIGNMENT OF FEE

The Agent(s) hereby agrees to assign all payments of fees made by the Player pursuant to this Agreement to the below entity related to the Agent (i.e., the Agent's employer):

AGENT(S) SIGNATURE

PLAYER SIGNATURE

If the fee split arrangement cannot be described above, please describe the arrangement on an attached sheet and have all parties sign.

EXHIBIT C - PRE-DRAFT TRAINING EXPENSES

Pursuant to Section 6 of this Agreement, Agent shall not be entitled to the reimbursement of any Pre-Draft Expenses (as defined below) unless this Exhibit C is completed in its entirety.

Definition of Pre-Draft Expenses: "Pre-Draft Expenses" means (i) athletic training and recovery expenses, (ii) lodging and travel expenses directly related to athletic training and recovery, and (iii) meals and/or nutrition expenses, in each case, that are provided in a reasonable and customary manner during the period of time between when a player becomes eligible for an NBA Draft and the first day of NBA training camp immediately following such NBA Draft, and shall not include any form of per diem or other payment to the Player (other than those related to meals and/or nutrition).

Reimbursement Generally: The Agent shall (i) only be eligible to receive reimbursement for Pre-Draft Expenses actually incurred by the Agent on behalf of the Player; (ii) prior to any reimbursement, provide the Player with an invoice reasonably detailing any Pre-Draft Expenses and any additional backup documentation (as reasonably requested by the Player); (iii) provide the Player with a monthly statement of all Pre-Draft Expenses (as reasonably requested by the Player); and (iv) not be permitted to charge the Player any interest on any Pre-Draft Expenses.

Reimbursement Options: Subject to the Pre-Draft Expense Cap (as defined below) and the terms of this Exhibit C, Player agrees to reimburse Agent in accordance with the following:

[] **Full Reimbursement.** Following Player's actual receipt of compensation from one or more teams as a professional basketball player equal to or greater than two hundred (200%) of the amount of such Pre-Draft Expenses (the "200% Threshold"), Player shall reimburse Agent for all Pre-Draft Expenses on a schedule mutually agreed upon between Player and Agent.

[] **Full Reimbursement Following Termination.** Following (i) termination of this Agreement by Player and (ii) Player's actual receipt of compensation exceeding the 200% Threshold, Player shall reimburse Agent for all Pre-Draft Expenses on a schedule mutually agreed upon between Player and Agent.

[] **Full Reimbursement Less Fees Earned.** Following (i) termination of this Agreement by Player and (ii) Player's actual receipt of compensation exceeding the 200% Threshold, Player shall reimburse Agent for all Pre-Draft Expenses on a schedule mutually agreed upon by Player and Agent, less any amounts earned by Agent pursuant to this Agreement and any other agreement(s) entered into between Agent and Player (for clarity, if the amounts earned by Agent exceed the amount of the Pre-Draft Expenses, Player shall have no obligation to reimburse the Agent).

[] Any other method agreed upon by the parties, provided such method is first approved by the NBPA:

Maximum Amount of Pre-Draft Expenses: Player and Agent agree that Pre-Draft Expenses (and any reimbursement of such expenses as agreed to above) shall not, in the aggregate, exceed the following amount (such amount, the "Pre-Draft Expenses Cap"):

AGENT(S) SIGNATURE

PLAYER SIGNATURE



For more information, please contact us.

National Basketball Players Association

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