

NBL STANDARD PLAYER CONTRACT

THE PERSON REFERRED TO IN ITEM 1 OF THE REFERENCE SCHEDULE

Player Name

("the Player")

Club Name

("the Club")

NBL STANDARD PLAYER CONTRACT

SCHEDULE A – Standard Player Contract

THIS CONTRACT is made the _____ day of _____

BETWEEN: THE PERSON REFERRED TO IN ITEM 1 OF THE SCHEDULE

“the Player” _____

AND: “the Club” _____

AND: NATIONAL BASKETBALL LEAGUE PTY LTD (referred to as “NBL”)

BACKGROUND

- A. NBL conducts the NBL Competition in Australia and New Zealand.
- B. NBL determines the rules and regulations in relation to the NBL Competition, and those rules and regulations are binding on all persons who participate in the NBL Competition.
- C. The Club is licensed by NBL to field a team in the NBL Competition.
- D. The Player is a professional basketball player who is ready, willing and able to play professional basketball for the Club in the NBL Competition.
- E. The Player, the NBL and the Club wish to contract with each other on the terms and conditions set out in this agreement (“Contract”).

1. DEFINITIONS

1.1 In this Contract, unless the context otherwise requires:

“**ABA**” means the Australian Basketballers’ Association which is part of the Media, Entertainment and Arts Alliance and all references in this Agreement to the ABA are to the Media, Entertainment and Arts Alliance.

“**Annual Leave Period**” means the 6 weeks where a Player will take annual leave from his Club;

“**Base Salary**” means the amount of money set out in Item 8 of the Schedule that is paid to the player;

“**Basketball Australia**” or “**BA**” means Basketball Australia Ltd the governing body of the sport of basketball in Australia.

“**BAT**” means the Basketball Arbitration Tribunal in Geneva, Switzerland which may resolve a dispute referred to it by clause 15 of this Contract in accordance with the BAT Arbitration Rules.

“**Club**” means the NBL Club named above;

“**Club Incentives**” means those amounts of money or the like set out in Item 8 of the Schedule (if any) and which are identified in Item 8 as a ‘bonus’, which the Club may

choose to provide to the Player upon his attainment, or the Club's attainment, of designated achievements or standards as nominated by the Club;

"Club Medical Officer" refers to any qualified medical staff that has been appointed by the club to provide medical services to the Players;

"Coaching Staff" means the head coach and assistant coaches of the Club from time to time;

"Commencement Date" means the date set out in Item 5 of the Schedule as the date on which this Contract commences;

"Contract" means the Standard NBL Contract;

"Development Player" means the Player if the Player is so designated at Item 1 of the Schedule.

"Final Year" means the year set out in Item 6 of the Schedule as the final year of the Term of this Contract;

"Games" means any NBL pre season, regular season, play off and finals game or any game officially sanctioned by either the Club or NBL;

"General Manager" means the person appointed to hold the position of General Manager or Chief Executive Officer at the Club from time to time;

"Income Tax Laws" means the Fringe Benefits Tax Assessment Act 1986 (Cth), Income Tax Assessment Act 1936 (Cth), Income Tax Assessment Act 1997 (Cth), the Taxation Administration Act 1997 (Cth) and all other applicable laws, statutes and regulations applying from time to time to the taxation of the Player in either Australia or New Zealand;

"Match Official" means a referee, scorer, member of the scorer's bench, statistician, or any other person who is an official of the Club, NBL or another NBL Club;

"MEAA" means the Media, Entertainment and Arts Alliance.

"Motor Vehicle Allowance" means the amount of money set out in Item 8 of the Schedule (if any);

"Motor Vehicle Expenses" means the amount of money or the like set out in Item 8 of the Schedule (if any);

"NBL" means the National Basketball League Pty Ltd.

"NBL Club" any entity which is party to a current NBL License Agreement, other than NBL

"NBL Code of Conduct" means the NBL Code of Conduct as defined in the NBL Rules.

"NBL Competition" means the national basketball competition conducted by National Basketball League Pty Ltd. known as the NBL or any other name determined and notified by National Basketball League Pty Ltd from time to time;

"NBL Contract Review Committee" means the committee established by NBL to examine and scrutinise players' salaries and other contracts and determine player values for the purpose of salary cap calculations and to generally monitor compliance with the NBL Salary and Contracting System;

“NBL License Agreement” means an agreement between an entity and NBL, which licences that entity to participate in the NBL Competition;

“NBL Players Agreement” means the National Basketball League Players Agreement 2016- 2019 as certified by the Fair Work Commission; or any agreement between the parties that replaces that agreement;

“NBL Rules” means the rules adopted from time to time by NBL governing the NBL Competition (or any of the competition sanctioned and operated by NBL) and includes without limitation the constitution of National Basketball League Pty Ltd and all rules, regulations, Operations Manuals, determinations, guidelines and policies published by the NBL from time to time;

“NBL Salary Cap” means pursuant to the NBL Salary and Contracting System the maximum annual amount that NBL Clubs are authorised to spend on salaries for all players eligible to play for that Club during a Season as determined from time to time in accordance with the NBL Salary and Contracting System;

“NBL Salary and Contracting System” means that part of the Operations Manual which relates to the manner in which NBL Clubs may engage the services of Players, and the rules and regulations with which the NBL Clubs must abide in doing so;

“NBL Salary Floor” means pursuant to the NBL Salary and Contracting System the minimum annual amount the NBL Clubs are required to spend on salaries for all players eligible to play for the Club during a season from time to time;

“Off-Season” means the period of the year which is outside of the Season and Annual Leave Period.

“Operations Manual” means the document of that name provided by NBL to the NBL Clubs from time to time which outlines certain rules, procedures and guidelines in relation to the NBL Competition including the NBL Salary and Contracting System;

“Other Contract” has the meaning given to that term in clause 6.5;

“Other Payments” means the amount of money set out in Item 8 of the Schedule (if any) other than those amounts that are Player Payment or Club Incentives;

“Prohibited Substance” means any substance or drug which is prohibited under Australian Law or is banned by Basketball Australia or NBL Anti-Doping Policy or any other relevant and applicable policy of BA or NBL as amended from time to time;

“Promotional Appearance” means a promotional, marketing, community or other appearance or event which is conducted or attended by the Player on behalf of the NBL or the Club.

“Player” means the person named as the "Player" in this contract.

“Player’s Image” means the Player’s name, photograph, likeness, reputation or identity;

“Player Payment” means Base Salary plus superannuation as set out in Item 8 of the Schedule;

“Restricted Player” means a Player as defined by the NBL Salary and Contracting System

“Salary” means all payments which are paid or payable by the Club to the Player under clause 7.1;

“Salary Cap Investigators” means any company or person appointed by x NBL to investigate any alleged payment that may not comply with the NBL Salary and Contracting System.

“Season” means those games which in aggregate comprise a single season, play off and final series of the NBL Competition;

“Term” means the term of this Contract as determined by reference to clause 3;

“Third Party” means any person, company or entity that is not the Club, an affiliate or related entity of the Club or otherwise associated with the Club by reason of any financial or commercial agreement or arrangement;

“Third Party Agreement” means an agreement between the Player or an affiliate or related entity of the Player, or an entity otherwise associated with the Player by reason of any financial or commercial agreement or arrangement with the Player, and a Third Party for the genuine delivery of services or work by the Player at arm’s length and for fair market value for the benefit of that Third Party and not for the benefit of any other entity other than an affiliate or related entity of that Third Party.

“Travel Allowance” means the amount of money set out in Item 8 of the Schedule (if any);

1.2 In this Contract, reference to a decision of the Club or a matter being decided by the Club means a decision made by either the General Manager or CEO of the Club or the Board of the Club.

2. CONTRACT OF EMPLOYMENT

2.1 The relationship between the Player and the Club, as evidenced by this Contract, is one of employee and employer.

2.2 The Player must faithfully, diligently and to the best of his skill and ability perform the duties applicable to employees in general and, without limiting such duties, the duties of a professional basketball player participating in the NBL Competition and as set out in this Contract.

2.3 The Player must at all time act in the best interests of the Club, the game of basketball and the NBL.

2.4 This Contract incorporates and includes all the terms of the NBL Players Agreement, as varied or as replaced, as if those terms and conditions were written herein.

3. TERM

(a) Subject to clause 3(b) this Contract commences on the Commencement Date and terminates on the earlier of:

(i) 30 June in the Final Year

(ii) the termination of this Contract by the Player or the Club in accordance with this Contract

(b) The Term of this Contract must not be more than three years in duration.

4. PLAYER'S DUTIES

4.1 Play basketball

Subject to clause 4.11, the Player must:

- (a) play basketball exclusively for the Club for the entire duration of the Term, including:
 - (i) whenever and wherever reasonably required by the Club, but always including all Games in which the Player is rostered by the Club to participate;
 - (ii) on any overseas tours / games (subject to negotiation between the Player and the Club in respect of any applicable per diem payment);
 - (iii) to the best of his skill and ability and to the highest professional standard; and
 - (iv) in a sportsmanlike manner in accordance with the rules of basketball and the NBL Rules; and
- (b) not play or train:
 - (i) with or for any entity other than the Club; or
 - (ii) in any other basketball game or competition, except as may be directed by the Club, or with the consent of the Club.

4.2 Training and Team Meetings

The Player must attend and participate in all training sessions and team meetings of the Club to the best of his skill and ability and to the highest professional standard.

4.3 Reasonable directions and requirements

- (a) The Player must comply with all reasonable directions and requirements of the Club and NBL.
- (b) Without limiting the foregoing, the Player acknowledges that the Club may give the Player reasonable directions in regard to the Player's behaviour and the Player's dress at any game, training, game preparation, Club function or NBL function or at Player appearances.

4.4 Promotional Appearances

- (a) As part of his commitment to the Club and the NBL, the Player agrees to participate in such Promotional Appearances reasonably required by the Club or the NBL for the promotion of the Club or NBL from time to time. Clubs have an obligation to include such requests in both their Monthly and Weekly Schedules and Calendars as prescribed in the NBL Players Agreement.
- (b) Where, because of circumstances outside the Club/NBL's control, the Club/NBL is unable to advise the Player as set out above in clause 4.4(a), it shall give as much notice as is possible.

- (c) The Player must attend all Promotional Appearances reasonably required by the Club or NBL.
- (d) The Player acknowledges that Promotional Appearances will extend through the Season and Off-Season.
- (e) No Player shall be required to do any Promotional Appearances during their prescribed Annual Leave Period without written consent from the Player,. Such consent will be subject to agreement and payment of a negotiated fee or other consideration (eg. Leave in lieu) for such Promotional Appearance.
- (f) If the Player fails to attend a Promotional Appearance the Club may impose the applicable fines as per the NBL Code of Conduct.
- (g) Subject to clause 4.4 (h), each Player being paid the prescribed minimum wage or above (as prescribed under the NBL Salary and Contracting System) is required to perform
 - Up to of 150 hours of Promotion Appearances per contractual year during the period outside of their Annual Leave Period.
- (h) The Player and Club may agree in writing to vary the limitations in clause 4.4(g).
- (i) The Player is not required to participate in any Promotional Appearance which would require them to exceed the time limitations for Promotional Appearances prescribed in clause 4.4(g), or as otherwise agreed pursuant to clause 4.4 (h), and may refuse any request by the Club or NBL to do so.
- (j) If travel time to a particular Promotional Appearance exceeds 30 kilometres (one direction) and the Player is required to use their personal car for such travel, the Player shall be reimbursed their travel costs at a rate of \$0.83 per kilometre plus petrol costs. If a player uses a Club provided car, they will be reimbursed for petrol costs only when travel exceeds 30 kilometres (one direction).
- (k) If a Players' travel for a Club Promotional Appearance is more than 30 kilometres (one direction) the amount of time it takes to travel to the Promotional Appearance over and above 30 minutes (one direction) will be added to the duration of the Promotional Appearance.
- (l) If a player is enrolled in a recognised course of study, or is employed outside of his basketball commitments, he may have his Promotional Appearance hours prescribed in clause 4.4(g) reduced by mutual agreement.
- (m) A Development Player is not required to participate in any NBL or Club Promotional Appearance. A Development Player may agree, upon request, to participate in any NBL or Club Promotional Appearance, and such agreement will be subject to the Development Player being remunerated at an agreed rate.

Note: There will be occasions where Promotional Appearances arise that are unforeseen and require urgent attention. In these cases it will be appropriate for Clubs to approach Players directly and personally to assist if they are available.

4.5 Publicity and Sponsorship

The Player must:

- (a) not, without first obtaining the approval of the Club and the NBL (which approval must not be unreasonably withheld), write (or ghost write) a column for publication in a newspaper or any magazine or publication or appear on television or radio or write (or ghost write) a column for or appear on the internet for fee, gain or reward;
- (b) not breach the NBL Code of Conduct, as amended from time to time.
- (c) not enter into any contract, arrangement or understanding to:
 - (i) promote the Player's Image: or
 - (ii) advertise, endorse or sponsor any product or service using the Player's Image

without first obtaining the written consent of the Club, which consent must not be withheld unless the Club has, at the time of request for consent by the Player, an existing commercial partner which is in competition with the Player's proposed sponsor/commercial partner or if the Club reasonably considers that the promotion or the identity or nature of the sponsor/commercial partner would have a detrimental impact on the brand, reputation, public perception or standing on the Club.

- (d) inform the Club in writing of any pre-existing commercial arrangement with any entity prior to the execution of this Contract that may result in a conflict of interest for the Player in relation to his obligations as a Player in the NBL Competition and for the Club or that may have a detrimental impact of the brand reputation, public perception or standing of the NBL Competition, NBL or the Club.

4.6 Player's Image

- (a) The Player grants to the Club an irrevocable, unrestricted, worldwide, exclusive licence to use, and to license the use of, the Player's Image in Club uniform or licensed Club or NBL apparel or with a total team association and to sub-license those rights to NBL.
- (b) The Player acknowledges and agrees that no payment by way of licence fee or the like or compensation will be payable by the Club or by NBL to the Player in respect of the licence and sub-licence in clause 4.6(a).

4.7 Apparel and Equipment

- (a) Subject to clause 4.7(b), the Player must:
 - (i) wear the uniform;
 - (ii) wear the clothing; and
 - (iii) use the equipment (including socks, headbands, wristbands and other relevant apparel),

approved and/or supplied by the Club, at any game, training, game preparation, Club function, NBL function and Promotional Appearance (if requested).

- (b) The Player may wear other clothing and use other equipment:
 - (i) with the prior written consent of the Club (which consent may not be unreasonably withheld); or
 - (ii) if he provides the Club with the written advice of a qualified medical practitioner practicing in an area of sports medicine and the Club is not able to supply the Player with other suitable clothing, shoes or equipment.

4.8 Detrimental Activities

The Player must not engage in any other sport, dangerous or hazardous activity or occupation which may affect the Player's ability to perform his obligations under this Contract at the highest professional levels or which may expose the Player to the risk of injury or illness without first obtaining the written consent of the Club, which consent may not be unreasonably withheld (noting that the assessment of risk is entirely at the Club's discretion for the purpose of determining whether or not to grant consent).

4.9 Gambling and Bribery

The Player must:

- (a) not participate directly or indirectly in any bet or wager or gamble on any game in which the Club or any other NBL Club plays;
- (b) not accept or agree to accept directly or indirectly any bribe, pecuniary or other benefit or gift or other consideration associated with or connected with the Player's ability to cause any game in which the Club or any other NBL Club plays to be determined otherwise than on its merits; and
- (c) immediately report any attempt made to the Player in relation to a matter set out in this clause 4.9 to the Club as soon as possible after the attempt is made.

4.10 NBL and Club Rules

- (a) The Player agrees to comply with:
 - (i) the constitution and rules of the Club;
 - (ii) the NBL Rules;
 - (iii) the NBL Players Agreement;
 - (iv) the BA and/or NBL Anti Doping policy; and
 - (v) the NBL Integrity Policy.
- (b) The Club must give the Player a copy of the documents set out above at the time he signs his NBL registration form. This can be done either by way of hard copy or electronic copy.

4.11 National Team

- (a) The Player must make himself available to play for his national team or squad when and if required to do so by the relevant national federation.
- (b) In the event that the Player declines, refuses or fails to comply with such an obligation then the Player agrees that he is ineligible to and must not compete in the NBL Competition for the period he would otherwise have been committed to the national team or squad. During this period the Player will receive no payment from the Club
- (c) A Player may decline to make himself available to play for his national team if he is unable to respond positively to being selected for acceptable reasons, including injury, illness, bereavement, birth of a child, important Club games outside FIBA international and protected periods, or the requirement of personal leave due to a Player's basketball schedule in the period leading up to the Player's selection in the national team.

5. FITNESS AND INJURY

5.1 Fitness

The Player must at all times:

- (a) do everything reasonably necessary to attain and maintain the best possible level of physical condition required of him by the Coaching Staff and ensure that he maintains the standard of fitness and skill required of him and of a player of his standard; and
- (b) ensure that when he returns to the Club after any period of leave, he is fully fit and able to commence full time playing and training with the Club at the level expected of him by the Club immediately.

5.2 Injury

As soon as possible, and in any event within 24 hours of the Player becoming aware, of any illness, injury or other ailment, the Player must notify a member of the Coaching Staff of the illness, injury or other ailment.

5.3 Treatment

If the Player is ill, injured or otherwise prevented from fulfilling his obligations under this Contract, the Player must use his best endeavours and do everything reasonably necessary to overcome and recover from that illness, injury or ailment in the shortest possible time which, without in any way limiting the foregoing, includes medical treatment, operations, physiotherapy and any other treatment, exercise or training reasonably required to be undertaken by the Player.

5.4 Medical Examination

The Player agrees to make himself available and submit himself to and co-operate fully in any medical examination reasonably required by the Club from time to time including the provision of any specimens of blood or urine, or otherwise, which may be required.

5.5 Drug Testing

The player will at all times comply with the provisions of the BA and/or NBL Anti-Doping Policy which shall be approved by BA.

6. ACKNOWLEDGEMENTS, WARRANTIES AND INDEMNITY

6.1 Constitution and Rules of the Club and the NBL

- (a) The Player acknowledges that the Club has made available to him for his perusal (if required by him) copies of:
 - (i) the constitution and rules of the Club;
 - (ii) the NBL Rules;
 - (iii) the NBL Players Agreement;
 - (iv) the BA and/or NBL Anti Doping policy; and
 - (v) the NBL Integrity Policy.
- (b) The Player acknowledges that he has had a reasonable opportunity to read the documents referred to in clause 6.1(a).
- (c) The Player also acknowledges that the Club has advised him to seek independent legal and financial advice about the documents referred to in clause 6.1(a) before signing this Contract.
- (d) The Player also acknowledges that any variation or amendment to this Contract, this Contract must be approved by the NBL and the ABA.
- (e) The Player acknowledges that this Contract and the NBL Rules are necessary and reasonable for the proper protection of the legitimate interests of NBL and the NBL Competition and that any restriction contained in the NBL Rules or this Contract, and in particular without limitation, restrictions on the freedom of the Player to transfer from one NBL Club to another NBL Club and the restrictions on the total Player Payments a Club may make or apply for the benefit of the Player or associate of the Player, are necessary and reasonable.

6.2 Fitness

- (a) **Warranty** - The Player warrants that he is, and will throughout the Term make every effort to be, and will remain, fit and able to perform his obligations under this Contract without exposing himself to greater than usual risk to health or a greater than usual risk of injury.
- (b) **Termination due to Health Risk.** - Where in the reasonable opinion of the Club Medical Staff, the Player would, by reason of some medical condition, be exposed by playing the game to a greater than usual risk to his health or to a greater than usual risk of injury, the Club may, at any time during the Contract, terminate the Contract with immediate effect. If the Club does so, and provided that the Player is not otherwise in breach of his Contract, the Club shall be obliged to pay to the Player the Player's Salary on a pro rata basis from the date of diagnosis of the injury, illness or other ailment until:
 - (i) twenty eight (28) weeks have elapsed; or
 - (ii) the termination date of the Contract is reached,whichever comes first.

The Club must provide medical advice to substantiate the termination of the Player's contract under clause 6.2(b) and the Player may seek independent medical advice if there is a dispute as to the severity of the injury.

6.3 Illness and Injury Warranty

The Player warrants that at the date upon which he signs this Contract he is not suffering from and has not suffered from any illness, injury or other ailment of which he is aware which may render him incapable of performing his obligations under this Contract except for any illness, injury or other ailment of which written notice clearly outlining the severity and treatment history has been given by the Player to the Coaching Staff and the General Manager prior to the Player signing this Contract.

6.4 Hospital and Medical Benefits

- (a) The Player warrants that he is a member of a recognised health fund approved by the Club and at all times during the Term of this Contract will ensure by prompt payment of contributions, and by compliance with all other rules and regulations of the fund, that he remains at all times eligible to receive in case of sickness, injury or other contingencies covered by the fund the maximum benefits offered by the fund available on payment of the highest contribution.
- (b) The Player agrees that the Club is not and will not be liable for any contributions to the fund or any hospital, medical or related payments as a result of the failure of the Player to obtain membership of a recognised health fund or the Player's failure to comply with the rules and regulations of the fund.

6.5 Disclosure of Other Contracts

- (a) The Player warrants that at the date the Player signs this Contract he has disclosed in writing to the Club all other contracts, arrangements or understandings of any kind between the Player and any other person ("Other Contract") and which are in force at the date of the Player signing this Contract or which will come into force at any time during the Term of this Contract.
- (b) The Player agrees to disclose in writing to the Club all contracts entered into by the Player after the date the Player signs this contract and prior to the end of the term.

6.6 NBL Contract Review Committee and Salary Cap Audit

- (a) The Player and Club acknowledge this Contract and any Other Contract may be examined and scrutinised by the NBL Contract Review Committee and an independent auditor. Subject to the NBL Salary and Contracting System and NBL Rules concerning the Contract Review Committee and its operations, the Player and Club agree to be bound by any determination of the NBL Contract Review Committee whose duties and powers are set out in the NBL Salary and Contracting System and NBL Rules in respect of this Contract, the Salary and any Other Contract.
- (b) The Player and Club agrees to provide to the NBL Contract Review Committee all financial, taxation and other records as may be required from

time to time in order to enable the NBL Contact Review Committee to make a determination.

6.7 No Releases

The parties acknowledge the unique relationship that exists between the Player, the Club and the NBL and agree that no party is required by this Contract to release any other party from any liability that the party may have to any other party arising in any way out of or in connection with this Contract or the performance of the party's obligations under this Contract.

7. PAYMENTS

7.1 Salary

During the Term of this Contract, the Club:

- (a) Must pay to the Player:
 - (i) the Base Salary; and
 - (ii) superannuation payments as required by law; and
- (b) may agree to pay to the Player some or all of the following:
 - (i) Club Incentives;
 - (ii) Motor Vehicle Payment and/or Motor Vehicle Allowance; and
 - (iii) Other Payments.

7.2 Injury or illness payments

- (a) This clause 7 applies if the Player suffers an injury, illness or any other ailment caused:
 - (i) by playing basketball for the Club;
 - (ii) at an official training session;
 - (iii) by attending or travelling to or from an official Club function or event, including any game;
 - (iv) whilst on official Club duties at the direction of the Club, and as a result of which he is unfit to play basketball in the NBL competition.
- (b) Subject to the provisions of this clause 7, and in particular clauses 7.2(f) and (g), where the circumstances described in clause 7.2(a) arise, the Club must pay to the Player the Player's Salary on a pro rata basis until either:
 - (i) twenty eight (28) weeks have elapsed; or
 - (ii) the termination date of the Contract is reached,whichever comes first.

- (c) If, during the time that the Player receives payments in accordance with clause 7.2(b), this Contract comes to an end and the Player signs with another club, the Player agrees that payments under clause 7.2(b) will end from the time the Player signs a contract with the other club.
- (d) If, during the time that the Player receives payments in accordance with clause 7.2(b), this Contract comes to an end and the Player elects to continue to be paid in accordance with clause 7.2(b), then the Player grants to the Club the right to match any offer received by the Player by another club.
- (e) This clause 7 ceases to apply if either the Player or the Club terminate this Contract.
- (f) The Club must provide medical advice to substantiate the termination of the Player's contract under clause (b) and the Player may seek independent medical advice if there is a dispute as to the severity of the injury.
- (g) This clause does not apply if the Player caused the injury, illness or other ailment by his own negligence or misconduct or if the Player has failed to fully and frankly disclose to the club all illnesses, injuries or ailments under clause 6.3.
- (h) This clause does not apply if the Club caused the injury, illness or other ailment by their negligence or misconduct.

8. CLUB'S DUTIES AND WARRANTIES

8.1 Medical and training facilities

The Club must make available for the benefit of the Player reasonable medical and training facilities and staff at each training session and for each Game in which the Club participates.

8.2 Hospital, medical and dental

The Club agrees to pay any medical, hospital or dental expenses which are not recoverable by the Player from the hospital and medical benefits funds of which he is a member provided the expenses arise from an injury sustained by the Player while playing or training for the Club and provided that such treatment is required by the Club medical staff or requested by the Player and agreed to by the Club medical staff.

The Club also agrees that the Player shall not be out of pocket for these expenses and the Club will set up an automatic payment or account with the service provider.

8.3 Equipment

The Club will provide and maintain in good and safe order all equipment which it requires the Player to use in order to fulfil his obligations under this Contract.

8.4 Travel and accommodation expenses

The Club agrees to pay the cost of travel and acceptable accommodation and meals for the Player when he is required to travel to play for the Club or to fulfil any other obligation under this Contract. Where team travel is conducted over a specified meal time then a per diem must be paid at the rates specified by the ATO as being applicable to employees who earn \$112,610 per annum and below (as amended). As at the date of this agreement, the specified ATO rates are:

- Breakfast \$25.35
- Lunch \$28.55
- Dinner \$48.65

8.5 Health and safety practices

The Club will provide a playing, training and working environment which is, so far as is practicable, free of any risk to the health, safety and the welfare of the Player. Without limitation, the Club will observe and carry out its obligations under the laws dealing with occupational health and safety from time to time if applicable.

8.6 Annual leave

(a) Pursuant to the NBL Players Agreement:

(i) a Player is entitled to six weeks' paid annual leave for each year of service with the Club, which will accrue progressively and accumulate from year to year;

(ii) Annual Leave shall be given to a Player at a fixed time, each year, and in one consecutive period (the Annual Leave Period). During the Annual Leave Period a Player will be exempt from any Club commitments;

(iii) The Annual Leave Period will be agreed to by ABA, the NBL and the Club prior to the commencement of each NBL Season and Players will be notified prior to the commencement of each NBL Season of the date the Annual Leave Period.

(b) During the Annual Leave Period the Player is free from any and all Club and NBL responsibilities to participate in Promotional Appearances, functions, trainings and Games. If a Club requests a Player to participate in any such event, promotion, training, game or other undertaking, the Club must first obtain written consent from the Player that the Player agrees to participate. If such consent is granted, such consent will be subject to agreement and payment of a negotiated fee to the Player for such undertaking and the Player will be credited a full day of Annual Leave per activity conducted within the Annual Leave Period, which will either accrue or can be added to the Player's Annual Leave Period.

(c) The Player must take leave only during the Approved Annual Leave Period, or as mutually agreed by the Player and the Club.

(d) The Player is not entitled to any additional payment for the period(s) of leave above the payment of the Player's Salary by the Club in accordance with clause 7.1.

8.7 Club's warranties

The Club warrants and agrees that the Club:

(a) is party to an NBL Licence Agreement; and

(b) is directly and immediately responsible for the essential and fundamental aspects of the team, its management, the team's conduct and the players.

9 FINES AND SUSPENSION

9.1 Club's power to fine

The Player acknowledges that the Club has the power to fine him and or suspend him for breaches of this Contract and the Club's Rules in accordance with the list of breaches and applicable fines determined by the Club in accordance with the NBL Code of Conduct which have been disclosed to the Player and the ABA.

9.2 NBL Rules

The Player acknowledges that the NBL Rules also make provision for the NBL to fine or suspend the Player.

9.3 Suspension

The Player acknowledges that the Club and NBL both have the power to suspend him for breaches of this Contract, the Club's rules and the NBL's Rules.

9.4 Club's Right to Deduct

The Clubs right to deduct from payments payable to the Player any fine under this clause is subject to compliance with s 324 and s 326 of the Fair Work Act.

9.5 Player's "Good Behaviour"

A Club may suspend the payment of any fine and, if the player is of good behaviour for the rest of the season, a fine imposed by the Club may be cancelled at the discretion of the Club and if notified to NBL on writing.

10. DEFAULT AND TERMINATION

10.1 Events of Default by Player

- (a) Each of the following obligations of the Player are essential terms of this Contract (each an "Essential Term"):
 - (i) clause 2.2 (faithfully, diligently and to the best of the Player's skill and ability perform duties);
 - (ii) clause 2.3 (act in the best interests of the Club and the NBL particularly as set out in their respective rules and regulations);
 - (iii) clause 4 (Player's duties);
 - (iv) clause 5 (Fitness and Injury);
 - (v) clause 6.2 (Fitness);
 - (v) clause 6.3 (Injury and Illness);
 - (vii) clause 6.4 (Hospital and Medical Benefits);
 - (viii) clause 6.5 (Disclosure of Other Contracts); and
 - (ix) clause 12.3 (Disclosure of Confidential Information).
- (b) If the Player breaches an Essential Term, the Club may give to the Player a written notice setting out the particulars of the breach and giving the Player a period of time (not exceeding thirty (30) days) in which to remedy the breach.

- (c) If, after the expiration of the period specified in the notice given under clause 10.1(b), the breach has not been remedied to the reasonable satisfaction of the Club, the Club may:
 - (i) terminate this Contract; and/or
 - (ii) recover from the Player any loss suffered by the Club due to the Player's default; and/or
 - (iii) exercise any of its other legal rights.
- (d) The Player agrees that the Club is discharged from any liability to pay any further payments to the Player under this Contract from the date of termination.
- (e) Nothing in this clause 10.1 affects the Club's other rights under the provisions of clause 10 or this Contract.
- (f) Notwithstanding the above, the Player agrees that if the Player has committed a breach of the BA/NBL Anti-Doping Policy then the Club is entitled to terminate this Contract and in such case the Player agrees that the Club is discharged from any liability under this Contract from the date of termination.

10.2 Events of Default by Club

- (a) The Player may terminate this Contract by giving notice to the NBL and the Club if the Club is in breach of:
 - (i) any term of this Contract requiring the Club to pay money to or for the benefit of the Player and where the Club fails to remedy that breach within thirty (30) days after receiving notice requiring it to do so; or
 - (ii) any non financial, material term of this Contract and where the Club fails to remedy that breach within thirty (30) days after receiving notice requiring it to do so.
- (b) If, after the expiration of the period specified in the notice given under clauses 10.2(a)(i) and 10.2(a)(ii), the breach has not been remedied to the reasonable satisfaction of the Player, the Player may:
 - (i) terminate this Contract; and/or
 - (ii) recover from the Club any loss suffered by the Player due to the Club's default; and/or
 - (iii) exercise any of its other legal rights.
- (c) Nothing in this clause 10.2 affects the Player's other rights under the provisions of clause 10 or this Contract.

10.3 Termination for Cause

- (a) The Club may give notice to the Player that the Club intends to terminate this Contract under this clause as, in the Club's reasonable opinion, the Player is not playing or training for the Club conscientiously and to the best of his

ability and skill or is otherwise in breach of this contract. A notice under this clause may specify the reasons that the Club has based its opinion on.

- (b) The Club must within twenty-eight (28) days of the service of a notice under clause 10.3(a) allow the Player to have an opportunity to be heard by the Board of the Club in response to the notice.
- (c) If, within twenty-eight (28) days of the service of the notice under clause 10.3(a) and 10.3(b):
 - (i) the Player has not approached the Club seeking to be heard under clause 10.3(b); or
 - (ii) in the reasonable opinion of the Club, the Player has not provided a satisfactory explanation, or remedy to the matters raised in the notice,then the Club may terminate this Contract immediately.
- (d) In the event that this Contract is terminated under clause 10.3(c), all obligations of the Club to make any payment to the Player under this Contract cease immediately and the Player agrees that the Club is released from all obligations to the Player including any obligations that arose prior to the termination.
- (e) In the event of a dispute arising under this clause 10.3, the procedure provided in clause 15 - Dispute Resolution must be enacted.

10.4 De-activation

- (a) The Club is entitled to remove the Player from the Club's active list of players at its sole discretion and may by written notice to the Player and subject to this clause, terminate this Contract by reason of the Player's de-activation by the Club.
- (b) Subject to clause 10.5, if the Club terminates this Contract pursuant to clause 10.4 (a), the Club must, on the date the termination takes effect, pay to the Player:
 - (i) if the Contract is a one year contract, then the remainder of the that years Player Payment;
 - (ii) if the Contract is a two year contract and the Player is terminated in the first year, then the balance of the first years Player Payment plus 50% of the second years Player Payment. If the Player is terminated in the second year of the Contract then the remainder of the second years' Player Payment is payable;
 - (iii) if the Contract is a three year contract and the Player is terminated in the first year, then the balance of the first years Player Payment plus 50% of the second and 50% of the third years Player Payment. If the Player is terminated in the second year of the Contract then the remainder of the second years Player Payment is payable plus 50% of the third years Player Payment. If the Contract is terminated in the third year then the remainder of the third year Player Payment is payable.

- (c) Upon notification from the Club that the Player has been removed from the active list of players and has had his Contract terminated in accordance with this clause 10.4, then the Player will immediately be declared a free agent by the NBL.
- (d) Any amount payable by the Club in accordance with clause 10.4(b) will, subject to any agreement to the contrary, be paid by the same manner and at the same frequency as set out in Item 8 of the Schedule.
- (e) The Player agrees that no payment under clause 10.4(b) is payable by the Club to the Player when:
 - (i) the Player retires; or
 - (ii) the Player and the Club mutually agree in writing to terminate this Contract.
- (f) In the event that a dispute arises over the amount of the payment referred to in subclause 10.4(b), the Club shall pay the player immediately such money as it deems correct and at the same time lodge with the NBL the balance of the disputed sum. The NBL shall hold the money until the dispute is resolved under clause 15.

10.5 High Income Player Termination

- (a) The Club and the Player may option to some or all of this clause 15 (by specifying as such in the Schedule) only in those circumstances where the Player is to receive Player Payments in excess of \$150,000 in respect of a single year during the Term.
- (b) For this clause 10.5 to apply to this Contract, the Player and the Club must reach agreement prior to the signing of this Contract, and the agreement must be in writing; and, include the name of the Player and the Club; and must be signed by the Player and the Club.
- (c) If clause 10.5(a) is satisfied and the parties so opt in as noted in the Schedule, then::
 - (i) The Club may:
 - (A) Terminate this Contract by providing thirty (30) days' notice, in writing, to the Player (the 30 Day Notice Period);
 - (B) The Club will continue to be liable to pay the Player for all Player Payments, Salary and entitlements due under the Contract for duration of the 30 Day Notice Period.
 - (C) If clause 10.5(c)(i) is activated, the Player will be immediately declared a free agent by the NBL.
 - (ii) The Player may:
 - (A) Terminate this Contract by providing 30 days' notice to the Club (the 30 Day Notice Period).

(B) Upon receipt of the Player's notice to terminate the Contract, the Club and Player must mutually agree to either:

(I) Immediate Release

In which case, the Club must pay the Player all Player Payments, Salary and entitlements due to the Player at the time of formal written notice of termination being given to the Club by the Player.

If the parties so agree, the terms of clause 10.3(d) will apply immediately from the time of written notice of termination being given to the Club by the Player.

Or;

(II) 30 Day Release

In which case, the Player will continue to be employed by, and to play for, the Club during the 30 Day Notice Period. The Club will be liable to pay the Player for all Player Payments, Salary and entitlements due under the Contract during the 30 Day Notice Period.

(iii) If agreement between the Player and Club is not reached under clause 10.5(c)(ii)(B) within seven (7) days, the Player will be released and clause 10.5(c)(ii)(B)(I) will apply.

10.6 Termination of Restricted Players

- (a) A Restricted Player in the NBL competition may be employed on probation.
- (b) The probation period shall end 8 games after the first regular season game of the NBL Season.
- (c) A Restricted Player is only subject to probation in the first Season under this Contract.
- (d) If such a player is terminated during the probationary period he will be paid one month's salary in lieu of notice, together with the reimbursement of any out-of-pocket expenses immediately upon notification of his termination by the Club.
- (e) Where a Club seeks to terminate the employment of such a player after the conclusion of the probationary period, then it must be done in accordance with the provisions of clauses 10.1, 10.2, 10.4, or 10.5 as applicable.

10.7 Termination of NBL or of Club license

- (a) If, during the Term:
 - (i) the NBL Competition ceases to operate; or
 - (ii) there is a long term reduction or suspension of the NBL Competition and/or NBL; or

- (iii) the NBL License Agreement between NBL and the Club's surrendered or terminated, or the Club is declared ineligible to participate in the NBL competition through no fault of its own; or
- (iv) If the NBL Competition ceases to operate under the current governance structure as detailed in the NBL Licence Agreement

then the Club may by giving fourteen (14) days written notice to the Player, terminate this Contract.

- (b) If this Contract is terminated in accordance with clause 10.7 (a), then:
 - (i) the Player agrees that the Club is discharged from any liability to pay any further payments to the Player under this Contract from the date of termination; and
 - (ii) the Club must immediately declare the Player to be a free agent.

11. ASSIGNMENT BY CLUB

- 11.1 In the event that the Club's License Agreement is terminated, cancelled or suspended, NBL may, with consent of the Player, novate or assign this Contract to another NBL Club and, if requested, the Player may enter into an agreement with that NBL Club under which the Player agrees to be bound on the terms of this Contract as if the new Club had been named in this Contract in place of the Club.
- 11.2 The parties agree that any change in the beneficial ownership of the Club in no way affects the obligations and rights of the Player and the Club as set out in this Contract.

12. CONFIDENTIALITY

- 12.1 Subject to clause 12.2, the parties agree that no information contained in this Contract may be released to any other party (except the legal advisers, agent or accountant of either party) without the prior written consent of all other parties to this Contract.
- 12.2 Clause 12.1 does not apply where the disclosure is required by law or the NBL Salary and Contracting System and NBL Rules.
- 12.3 The Player agrees that he will not, either during or after the Term disclose to any person or organisation any confidential information (including but not limited to, Club intellectual property, coaching or playing manuals) which he obtains during or incidental to his employment with the Club.

13. TAXATION

The Player agrees that the Club must in accordance with the provisions of the Income Tax Laws and the requirements of the Australian and New Zealand Taxation Office from time to time deduct payments on account of taxation from any payments that the Club is required to make to the Player under this Contract.

14. FORCE MAJEURE

- 14.1 In this Contract "Force Majeure" means an act of God, strike, lockout or other interference with work, war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, expropriation, prohibition, intervention, direction or embargo, unavailability or delay in availability of equipment or transport, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses, authorities or allocations, and any other cause, whether of the kind specifically enumerated or otherwise which is not reasonably within the control of the party affected.
- 14.2 No party is liable for any delay or failure (whether total or partial) in the performance of obligations under this Contract if the delay or failure is due to, or results from any event of Force Majeure.
- 14.3 The party whose performance of any obligation is directly affected or who has reason to believe its performance may be affected by any event of Force Majeure must as promptly as possible:
- (a) give notice of the occurrence of the Force Majeure to all other parties in writing;
 - (b) within ten (10) days of giving that notice also notify the other parties in writing particulars of the Force Majeure and supply, if possible, supporting evidence; and
 - (c) take all reasonable steps to make good and resume performance of the obligations affected by Force Majeure under this Contract.
- 14.4 Any party to this Contract has the right to terminate this Contract if the Force Majeure continues for a period of two (2) months and prevents performance of the substance of this Contract.

15. DISPUTE RESOLUTION – ARBITRATION

- 15.1 This clause applies if any dispute arises between any of the parties during the Term of this Contract or otherwise after termination of this Contract concerning the construction of this Contract or any matter arising from it.
- 15.2 The parties agree that a matter under this clause 15 may be referred for resolution:
- (a) pursuant to the NBL Players Agreement clause 9 - Dispute Settling Procedure; or
 - (b) by the BAT and BAT Arbitration Rules; or
 - (c) by an independent mediator and/or arbitrator agreed to by the parties to the dispute.
- 15.3 The parties agree that any party may also elect to bring proceedings in any court in Australia, for an Australian based Club, or New Zealand, for an New Zealand based Club. However, it is condition precedent to the bringing of any proceedings in any Court in Australia or New Zealand under this clause 15.3 that the dispute, where applicable, be referred for decision in accordance with clause 15.2.

16. NBL OBLIGATION

Nothing in this Contract confers upon the Player any right to recover from the NBL or impose any liability on the NBL to pay to the Player or to the Club any monies payable under this Contract by the Club to the Player.

17. RIGHT TO INJUNCTION

- 17.1 The Player acknowledges and agrees that, without prejudice to any other claims which the Club may have against the Player, the Club is entitled to the remedy of an injunction against the Player to restrain the Player from committing or continuing to commit any breach (whether actual, threatened or anticipated) of this Contract.
- 17.2 The Club acknowledges and agrees that, without prejudice to any other claims which the Player may have against the Club, the Player is entitled to the remedy of an injunction against the Club to restrain the Club from committing or continuing to commit any breach (whether actual, threatened or anticipated) of this Contract.

18. NBA RELEASE

- 18.1 The Club agrees to enter into bona fide negotiations with the Player to release the player from this Contract if the Player receives a bona fide offer from a National Basketball Association ("NBA") Club.
- 18.2 The Club and the Player must negotiate an amount of compensation payable to the Club in good faith. If the parties cannot agree on an amount of compensation then the matter may be referred to arbitration under clause 15.
- 18.3 In the event that the Player returns to the NBL competition, the Player agrees that the Club may (at the sole discretion of the Club), subject to clause 18.4, require the Player to play for the Club in the NBL competition for the period of this Contract that is left unfulfilled by the release of the Player from this Contract.
- 18.4 If the Club requires the Player to play for the Club under clause 18.3, then the Club must:
- (a) pay to the Player the Salary in accordance with the terms of this Contract for that period that the Player plays for the Club in the NBL competition.
- 18.5 The Club and the Player agree:
- (a) to enter into a Deed of understanding to formalise the terms of the release of the Player by the Club; and
 - (b) that the Club must cause a copy of the Deed to be given to the NBL within seven (7) days of the Player and the Club entering into the Deed.

19. SPECIAL CONDITIONS

The Special Conditions (if any) attached to this Contract and signed or initialled by the parties form part of this Contract.

20. GENERAL

20.1 Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) references to a person include a corporation, association, partnership, Government Authority, or any legal entity;
- (d) references to statutes include statutes amending, consolidating or replacing the statutes referred to and all regulations, orders in council, rules, by-laws and ordinances made under those statutes;
- (e) any undertaking by a party not to do any act or thing is taken to include an undertaking not to permit or suffer the doing of the act or thing;
- (f) a reference to anything after the words "includes" or "including" does not limit what else might be included;
- (g) where a party consists of more than one person the covenants on the part of that party bind each two or more persons jointly and each person severally.

20.2 Entire contract

- (a) This Contract constitutes the entire agreement between the parties, and supersedes all prior communications, negotiations, arrangements and agreements, whether oral or written, with respect to the subject matter.
- (b) No agreement or understanding, varying, extinguishing or extending this Agreement is legally binding unless it is in writing signed by each party or on behalf of a party by a duly authorised representative.

20.3 Notices

All notices required to be given pursuant to this Contract must be in writing and sent by certified mail or delivered by hand to the other party or parties at their addresses set out in Items 2, 3 and 4 of the Schedule. Notice is deemed to be given one day after being deposited in the mail or when delivered by hand.

20.4 Waiver

- (a) No failure, delay, relaxation or indulgence by a party in exercising any right arising under this Contract and no custom or practice which exists between the parties operates as a waiver of that right.
- (b) If any rights arise from a breach by a party and these rights are waived, this waiver does not operate as a waiver of rights which arise from any later continuation of that breach or any further breach of the same or any other term.
- (c) This clause 20.4 cannot be waived except in writing.

20.5 Severability

Any provision of this Contract which is illegal, void or unenforceable is ineffective to the extent only of such illegality, voidness or unenforceability without invalidating

any of the remaining provisions of this Contract.

20.6 Governing law

- (a) This Agreement must be construed in accordance with and governed by the laws of the Victoria, Australia.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the place in which the Club is domiciled and courts of appeal there from. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

20.7 Inconsistency

- (a) This clause applies if:
 - (i) this Contract includes Special Conditions under clause 19; and/or
 - (ii) any other agreement exists between the Club and the Player.
- (b) If there is any inconsistency between:
 - (i) any term of any Special Conditions; and/or
 - (ii) any term of any other agreement existing between the Club and the Player; and/or
 - (iii) any other term of this Contract, then the term which prevails is:
 - (iv) that term which the parties have expressly agreed will prevail despite the inconsistency, subject to the NBL Players Agreement; and failing that
 - (v) that which reflects the intentions of this Contract and the NBL Players Agreement.

20.8 Counterparts

This Contract may be executed in a number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same contract.

20.9 Further assurances

Each party must do all things necessary to give full effect to this Contract and the transactions contemplated by this Contract.

20.10 Third party rights

No person (including, but not limited to, any employee) other than the parties to this Contract has or is intended to have any right, power or remedy or derives or is intended to derive any benefit under this Contract.

20.11 Non-merger

None of the terms of this Contract nor any act, matter or thing done under this Contract operates as a merger of any of the rights and remedies of the parties under this Contract though rights and remedies continue in full force and effect until the rights and obligations of the parties under this Contract have been fully satisfied and performed.

20.12 Discontinuance of bodies or associations

- (a) This clause applies to any references to any authority, institute, association or body whether statutory or otherwise ("a Body") if:
 - (i) the Body ceases to exist;
 - (ii) the Body is reconstituted, renamed or replaced; or
 - (iii) its powers or functions are transferred to another organisation.
- (b) A reference to the Body is taken to include a reference to the organisation established or constituted in lieu of it or to which its powers or functions are transferred, or, in the absence of either of the above, to the organisation which most closely serves the same purposes as the Body.

SIGNED by the **Player**:

.....

In the presence of:

.....

Witness

Name of witness

.....

Date:

SIGNED on behalf of the **Club** by an authorised officer:

.....

Designation: Chief Executive Officer

Date:.....

SIGNED on behalf of the NBL by an authorised officer:

.....

Designation: General Manager

Date:.....

SCHEDULE

Item 1	Player name	Development Player Yes / No
Item 2	Player address	
Item 3	Club address	
Item 4	NBL Address	
Item 5	Commencement Date	
Item 6	Final Year	
Item 7	Option clause (yes/no)	

Item 8	Player salary	Year one	Year two	Year three
	Base Salary (excl super)			
	Superannuation			
	Accommodation			
	Motor Vehicle			
	Motor Vehicle Allowance			
	Travel Allowance			
	Player Agent Fee			
	Individual Bonus (Reg season)			
	Bonus details - list here			
	Finals bonus - semi final			
	Finals bonus - grand final			
	Medical payments			
	Manner and date of payments			

Item 9		
Category	Clause numbers	

Item 10	Special Conditions:		
(a)	Clause 10.5(c)(i) (Termination by Club) shall apply	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(b)	Clause 10.5 (c)(ii) (Termination by Player) shall apply	<input type="checkbox"/> Yes	<input type="checkbox"/> No
(c)	Clause 4.4 is varied in writing by the parties	<input type="checkbox"/> Yes	<input type="checkbox"/> No