NBL STANDARAD PLAYER CONTRACT
THE PERSON REFERRED TO IN ITEM 1 OF THE REFERENCE SCHEDULE

Player name
(“the Player”)

Club Name
(“the Club”)

NBL STANDARD PLAYERS CONTRACT
BACKGROUND

A. BA Limited conducts the elite NBL competition throughout Australia and New Zealand.

B. The NBL from time to time determines rules and regulations in relation to the NBL competition which are binding on all persons participating in the NBL competition.

C. The Club is a member of BA LIMITED and is the holder of a license to field a team in the NBL competition.

D. The Player is a skilled 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:

“Alliance” means the Media, Entertainment and Arts Alliance;

“Approved Leave Period” means that period between 16 May and 30 June where a player may 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.

“Club” means the NBL club named above;

“Club Incentives” means the amount of money or the like set out in Item 8 of the Schedule (if any) which the Club may choose to provide to the Player upon his 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

"Employment Term" means the term of this agreement as outlined in 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 the Club or other game sanctioned by BA Limited.

"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 (Cwth), Income Tax Assessment Act 1936 (Cwth), Income Tax Assessment Act 1997 (Cwth), the Taxation Administration Act 1997 (Cwth) 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, the NBL or another NBL Club;

"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 Competition" means the national basketball competition conducted by BA Limited known as the NBL or any other name determined and notified by BA Limited from time to time.

"NBL Incentives" means the amount of money or the like set out in Item 8 of the Schedule (if any) which the Club may choose to provide to the Player in accordance with the standard incentive criteria set out in the NBL Rules from time to time;

"NBL License Agreement" means the agreement between the Club and BA Limited which allows the Club to participate in the NBL Competition.

"NBL Rules" means the rules adopted from time to time by the NBL governing the NBL competition and any competition approved by the NBL and includes without limitation the constitution of BA Limited and all rules, regulations, determinations, guidelines and policies published by the NBL from time to time.

"NBL Salary Cap" means pursuant to the NBL Rules the maximum annual amount that NBL clubs are authorised to spend on salaries for all players eligible to play for the club during a season and from time to time;
“NBL Standards Committee” means the committee from time to time established by the to examine and scrutinise players’ salaries and other contracts and monitor compliance with the NBL Salary Cap;

“NBLP Agreement” means the National Basketball League Players Agreement 2005-2008 as certified by the Australian Industrial Relations Commission; or any agreement between the parties that replaces the 2005/2008 agreement.

“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) but excludes all payments that are in breach of Player Payment guidelines.;

"Prohibited Substance" means any substance or drug which is prohibited under Australian Law or is banned by the NBL Anti-Doping Policy as amended from time to time and approved by the BA LIMITED.

“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 including superannuation;

“Salary” means all of the 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 the NBL to investigate any alleged payment that does not comply with the Player Payments Limits or NBL Salary Cap as approved by the NBL from time to time.

“Season” is the NBL regular season.

“Term” see clause 3;

“Third Party“ means any person, company or entity that is not deemed to be a NBL Club Affiliate to the Player or Player Associate or is associated with the Club through any financial or commercial agreement.

“Third Party Agreement” means an agreement with a Third Party for the genuine delivery of services or work to an organisation that is not a club sponsor or affiliate.

“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 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.

NBL Players Contract revised 2010-11
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.

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:

(i) whenever and wherever reasonably required including in all Games;

(ii) on any overseas tours / games during the post season period as defined as being immediately following the NBL Grand Final and before 30 June; however this will require negotiation between players and club to determine a suitable 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 any other NBL Club or in any other basketball competition; or

(ii) in any other basketball game,

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 at 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 the NBL.

(b) Without limiting the foregoing, the Player acknowledges that the Club may give the Player reasonable directions in regard to any game, training, game preparation, Club function, the Player’s behaviour and the Player’s dress.

4.4 Promotion and Marketing

(a) As part of his commitment to the Club and the NBL, the Player agrees to participate in all activities reasonably required by the Club or the NBL for the promotion of the Club, the NBL or the sport of basketball. Clubs have an obligation to, where lead time permits, include such requests in both their monthly and weekly planners.

(b) (i) The Club or the NBL may request that the Player attends at and participates in events for the promotion and/or the development of the Club, the NBL or the sport of basketball (“Events”). The Club acknowledges that it will advise the Player no less than two weeks in advance, to be confirmed no later than one week in advance of any scheduled appearance. Where, because of circumstances outside the Club’s control, the Club is unable to advise the Player as set out above, it shall give as much notice as is possible.

(ii) The Player must attend all reasonable requests by the Club and the NBL to attend events as per the NBL Rules and Regulations.

(iii) The player acknowledges that Events and promotions extend for the duration of the contract and they will be required to continue through that portion of the year before and after the playing season.

(iv) If the Player fails to attend an Event the Club may impose fines and deduct said fines from the Player’s Salary.

(i) Each player being paid the minimum wage or above is required to perform 150 hours of promotion and development work per year. If travelling time to a particular appearance exceeds 30 minutes one way, that amount will be added to the length of the appearance itself and count towards the 150 hour total.

(ii) If a player is enrolled in a recognised course of study, or is employed outside of his basketball commitments he may have his promotional and development hours reduced by mutual agreement.
Note: There will be occasions where Events 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 printed 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 adversely comment publicly on:

(i) the Club or another NBL club;

(ii) the NBL or the NBL competition;

(iii) the performance of a Match Official; or

(iv) any matter which is, or is likely to be, the subject of an inquiry by the NBL or any committee or tribunal established by the NBL;

For the purposes of this clause, “comment publicly” means to make any comment, statement or representation, whether orally or in writing, including on the world wide web, or perform any action that is contrary to the best interests or detrimental to the welfare or image of the Club or another NBL club, the NBL or the NBL competition. Without limitation this includes comments:

(i) to, or in the presence of, any person that is known or ought to be known as a member of the media; or

(ii) when it is known or ought to be known that the comment or action may be reported in the media.

What is in the best interests or detrimental to the welfare or image of the Club or NBL club, the NBL or the NBL competition is determined by the Chief Executive Officer of BA (or his nominee), in his reasonable opinion:

(c) not promote, advertise or endorse any basketball competition, other than the NBL competition without the written consent of the club;

(d) 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 may not be unreasonably withheld); and

(e) inform the Club in writing of any pre-existing commercial arrangement with any entity prior to the execution of this Contract.

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 with a total team association and to sub-license those rights to the NBL with reasonable consent from the player in relation to the sublicensing to the NBL itself.

(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 the 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 4.6(b), the Player must:

(i) wear the uniform;

(ii) wear the clothing; and

(iii) use the equipment (including socks, headbands, wristbands), approved and/or supplied by the Club.

(b) The Player may wear other clothing and use other equipment:

(i) with the prior written consent of the Club (which consent may be withheld in the sole discretion of the Club and without assigning any reason whatsoever); or

(ii) if he provides the Club with the written advice of a qualified medical practitioner practicing in the 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.
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 a Game 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 NBLP Agreement;

(iv) the BA Anti Doping policy; and

(v) any reasonable determination, of the Club or the NBL

(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, electronic copy or on CD.

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.

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 NBL Anti-Doping Policy which shall be approved by BA LIMITED.

6. ACKNOWLEDGEMENTS, WARRANTIES AND INDEMNITY

6.1 Constitution and Rules of the Club and the NBL

(a) The Player acknowledges that he has had 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 NBLP Agreement; and

(iv) the BA Anti Doping policy.

(b) The Player acknowledges that he has had a reasonable opportunity to read the documents referred to in clause 6.1(a) of this Contract.
(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) of this Contract before signing this Contract.

(d) The Player also acknowledges that if he is to continue to play for the Club in the NBL competition under this Contract, this Contract if varied must at all times be in a form approved by the NBL and the Alliance.

(e) The Player acknowledges that this Contract and the NBL Rules are necessary and reasonable for the proper protection of the legitimate interests of the 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 club and the restrictions on the total player payments a club may give or apply for the benefit of the Player or associate of the Player, are necessary and reasonable.

6.2 Fitness and Health Risk

(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.

6.3 Illness and Injury

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.

(c) Such contracts are compliant under clause 7.2

6.6 NBL Standards Committee and Salary Cap Investigators

(a) The Player acknowledges this Contract and any Other Contract may be examined and scrutinized by the NBL Standards Committee. Subject to the NBL Rules concerning the Standards Committee and its operations, the Player agrees to be bound by any determination of the NBL Standards Committee whose duties and powers are in the NBL Rules in respect of this Contract, his Salary and any Other Contract.

(b) The Player agrees to provide to the NBL Standards Committee all financial, taxation and other records of the Player as may be required from time to time in order to enable the Committee to make a determination.

6.7 No Releases

(a) The provisions of clauses 6.7 to 6.11 inclusive apply subject to this provision.

(b) 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.
6.8 Indemnity

(a) The Player indemnifies the Club, the NBL and their directors, the NBL Commission, officers, employees and agents against all claims of every kind by any third party (and including costs) only to the extent that the Player causes the loss.

(b) The Club indemnifies the Player against all claims of every kind by any third party (and including costs) only to the extent that the Club causes the loss.

6.9 Liability limit – *Trade Practices Act*

(a) This clause applies if a provision of Part V Division 2 of the *Trade Practices Act* 1974 (as amended or updated from time to time, and any equivalent replacement legislation) or equivalent State legislation implies any warranty in this Contract (“Non-Excludable Provision”) and prohibits or makes void any term of a contract excluding, restricting or modifying the application of, exercise of or liability under that Non-Excludable Provision.

(b) The Club’s liability for breach of a Non-Excludable Provision is limited to the supplying of the services again.

(b) To the extent that any right of indemnity in clause 6.8 arises out of circumstances which constitute a breach by the Club of a Non-Excludable provision, then the Club’s liability to the Player under this clause:

   (i) is not affected; and

   (ii) may be set off against the Player’s liability to the Club under clause 6.8.

(c) This clause does not apply if the Player establishes that it is not fair or reasonable for the Club to rely upon it.

6.10 Liability Limit – Breach of Express or Implied Term

(a) This clause applies:

   (i) to claims for any breach of any express or implied term of this Contract; but

   (ii) only if clause 6.9 does not apply.

(b) Despite anything to the contrary:
(i) A party ("the First Party") is not liable to the other Party ("the Second Party") for any breach of any express or implied term of this Contract unless the Second Party has first given to the First Party written notice of the alleged breach and the First Party has failed, without reasonable excuse, to rectify that breach within a reasonable time; and

(ii) the First Party's liability for any such breach does not extend to liability for loss or profits, indirect or consequential loss, or damages for personal injury or death; and

(iii) in any event, and without limiting the other provisions of this clause, the First Party's liability for any such breach is limited, to the Contract Value.

(c) In this clause 6.10, the term "Contract Value" means that gross payments made by the Club to the Player for the Term.

6.11 Liability Limit - negligence

(a) This clause applies to claims for negligence.

(b) Despite anything to the contrary, a party's liability to any other party for any claim for negligence is limited to the actual amount paid by the insurer under any policy of insurance that the party has taken out and covering the event for which the claim is brought.

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 from time to time; (together the player payment) and

(b) may agree to pay to the Player some or all of the following:

(i) the NBL Incentives (or Finals Incentives);

(ii) the Club Incentives (or Regular Season Incentives);

(iii) the Motor Vehicle Payment and/or Motor Vehicle Allowance; and

(iv) Other Payments.
(Together “the Salary”).

**7.2 Injury or illness payments**

(a) This clause 7 applies if the Player suffers or has suffered 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 NBL 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 (c) and they 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
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 to the Player 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 authorised in advance by the General Manager of the Club, which authorisation will not be unreasonably withheld.

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 and the clubs do not otherwise provide meals, then a per diem must be provided to the players as follows;
   - Breakfast, between 7:00 am – 9:00 am $20.80
   - Lunch, between 12:00 noon – 2:00 pm $22.70
   - Dinner, between 6:00pm – 8:00pm $41.00

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 dealings with occupational health and safety from time to time if applicable.

8.6 **Annual leave**

   (a) The Club will advise the Player at the beginning of each season of the Approved Leave Period.

   (b) Subject to clauses 8.6(c) and (d), the Player is entitled to a minimum period of leave, from all employment with the Club, of six consecutive weeks in each contract year.
(c) The Player must take leave at times only during the Approved Leave Period, or as mutually agreed by the Player and the club.

(d) Players may elect with the approval of the club to take their annual leave commencing in the last two weeks of May concluding on the 30th June to coincide with the end date of their playing contract.

(e) Unless otherwise agreed by the Club in writing beforehand, the Player must attend:

   (i) the Club’s Annual Presentation Dinner;

   (ii) any medical appointment or examination arranged by the Club;

   (iii) or any other event as directed by the Club

   if those events fall within the Player’s leave period.

(f) The Player is not entitled to any additional payment for the period(s) of leave provided for in clause 8.6(b) 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 the holder of an NBL licence; 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

(a) 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 clause 9.1(b) and the list of breaches and applicable fines determined by the Club from time to time and disclosed to the Player.

(b) The Player agrees that breaches of the clause numbers corresponding to the category numbers set out in Item 9 of the Schedule constitute a breach of this Contract for which the Club may impose a fine on the Player in accordance with clause 9.1(a).

(c) The Player agrees that the Club may from time to time determine to vary the clause numbers corresponding to the category numbers set out in Item 9 of the Schedule by giving the Player written notice of the variation prior to the variation being made.
9.2 NBL Rules

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

9.3 Suspension

The Player acknowledges that the Club and the 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

(a) In the event that the Player is liable to pay any fine to the Club or the NBL or is otherwise indebted to the Club or the NBL, then the Club may, without any formal demand by the Club and subject to any written Contract to the contrary deduct the amount of:

(i) any fine or fines; or

(ii) any other indebtedness,

from any payment made by the Club to the Player and, in the event of a fine or fines by the NBL or any other indebtedness to the NBL, pay the amount deducted to the NBL.

(b) In the event of the Player’s suspension by the Club or by the NBL, the Club may, without any formal demand by the Club, deduct from any payment made by the Club to the Player, an amount calculated on a pro rata basis according to the number of appearances which the Player does not make as a result of the suspension.

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, the fine shall be cancelled.

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);

(vi) 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 Club or NBL is reasonably satisfied that the Player has committed a breach of the 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 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 10.2(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 10.2(a):

(i) the Player has not approached the Club seeking to be heard under clause 10.2(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 10.2(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.

10.3 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) If the Club terminates this Contract under clause 10.3(a), then subject to clause 10.3(e), the Club must pay to the Player:

(i) if the Contract is a one year contract, then the remainder of the that years Salary;

(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 Salary plus 50% of the second years Salary. If the player is terminated in the second year of the contract then the remainder of the second years Salary 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 Salary plus 50% of the second and 50% of the third years Salary. If the player is terminated in the second year of the contract then the remainder of the second years Salary is payable plus 50% of the third years Salary. If the contract is terminated in the third year then the remainder of the third year Salary 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 10.3, then the Player will immediately be declared a free agent by the NBL.

(d) The payments set out in 10.3 (b) can be paid in either a lump sum or monthly payments at the discretion of the Club.
(e) The Player acknowledges that he will use his best endeavours to mitigate his losses if this Contract is terminated in accordance with this clause 10.3 by seeking other basketball-playing employment. For the purposes of this clause, “losses” includes but is not limited to any payment that constitutes Salary under this Contract.

(f) If another NBL Club employs the Player following the termination of this Contract in accordance with clause 10.3(a), then the amount of the payment to be made by the Club under clause 10.3(b) is the difference between what the Player would have been entitled to under this Contract and the average of all payments to which he is entitled under the new contract for the same period.

(g) Any amount payable by the Club in accordance with clause 10.3(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.

(h) The Player must repay to the Club any amount paid to the Player in excess of the Player’s actual entitlement under clause 10.3(b). This includes, but is not limited to, any overpayment by the Club due to the Player entering into another contract to play basketball.

(i) The Player agrees that no payment under clause 10.3(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.

(j) In the event that a dispute arises over the amount of the payment referred to in subclause 10.3(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.

10.4 Termination of Restricted Players

(a) A restricted player in the NBL competition may be employed on probation. The probation period shall end two months after the first regular season game.

(b) 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.

(c) 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 or 10.3 as applicable.
10.5 Termination of NBL or of Club license

(a) If, during the Term:

(i) the NBL competition ceases to operate; or

(ii) there is a material alteration in the format of the NBL competition as currently operated by the NBL; or

(iii) there is a reduction or suspension of the NBL competition and/or the NBL; or

(iv) the Club’s licence is surrendered or the Club is declared ineligible to participate in the NBL competition through no fault of its own;

(v) if the NBL ceases to operate under the current governance structure as detailed in the NBL License 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 10.5 (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 surrenders its NBL licence or its NBL licence is cancelled and the NBL issues a new licence to operate from the same population centre, the Player agrees that the Club may assign, transfer, change or make over any or all of its rights or obligations under this Contract with the prior consent in writing of the Player (which consent must not be unreasonably withheld).

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 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 it is condition precedent to the bringing of any proceedings in any Court in Australia that the dispute be referred for decision to an independent arbitrator either in accordance with clause 8 of the NBLP Agreement or pursuant to Rule 5.6(d) of the NBL rules.

15.3 Where the arbitration is conducted pursuant to NBL Rule 5.6(d) it must be conducted in accordance with the Commercial Arbitration Act (Vic) 1984 (as amended) or such equivalent legislation as prevails in the place in which the Club is domiciled.

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 Without limiting clause 17.1, the Player agrees that the Club may obtain an injunction to prevent the Player from accepting employment with, or entering into any contract, arrangement or understanding with, any other basketball club or with any other person or entity of any kind for the promotion of the sport of basketball.

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 initialed 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 place in which the Club is domiciled.

(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; and failing that

(v) that determined by the Club to prevail.

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:

   (vi) the Body ceases to exist;
   (vii) the Body is reconstituted, renamed or replaced; or
   (viii) 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
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<td>NBL Address</td>
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| Item 10  | Special Conditions: Please list separately |
Adelaide 36ers Pty. Ltd., 81 Fullarton Road, Kent Town SA 5067
Taipans Basketball Inc, 289 Aumuller St. Manunda, QLD 4870
Gold Coast Blaze Pty. Ltd. Shop 26, Level 1, Victoria St. Broadbeach. QLD 4218
Melbourne Tigers Basketball Club Limited, 505 Victoria St, NORTH MELBOURNE 3051
Proteam Holdings (N.Z.) Limited, 7 Atlas Place, Mairangi Bay, North Shore, AUCKLAND
Wildcats 2000 Pty Ltd, 151 Meagher Drive, FLOREAT 6014
Kings Basketball Pty. Ltd. Oxley Street and Pole Lane, Crow’s Nest 1585
Barrier Reef Basketball Pty Ltd, 151-153 Stuart Dr, WULGURU 4811
Wollongong Hawks Basketball Ltd, Foleys Rd. Gwynneville, NSW 2500