

Uniform Player Agreement

This Agreement is made and entered into by and between _____ (hereinafter referred to as the “Club”) and _____ (hereinafter referred to as the “Player”) with regard to the Player’s basketball activities for the Club as a professional player to witness the following.

Article 1 (Good Faith Performance)

- (1) The Player shall comply with the rules, bylaws and regulations (hereinafter referred to as “Rules”) of Japan Basketball Association (hereinafter referred to as “JBA”) and the league and federations to which the Club belongs (hereinafter collectively referred to as the “League”) as well as those of the Club, and perform the duties and obligations of this Agreement in good faith.
- (2) In order to render the Club all of his/her services as a professional player to the best of his/her ability, the Player shall always endeavor to maintain his/her best physical condition and to keep and improve his/her athletic capabilities.
- (3) The Player shall keep in mind his/her responsibility to serve as a good example in the Japanese basketball society as a professional player, both in his/her public and private lives, and shall endeavor not to damage the prestige of Japanese basketball.

Article 2 (Undertakings)

The Player shall perform the following obligations:

- (I) To participate in all of the games designated by the Club;
- (II) To participate in training sessions, training camps and seminars designated by the Club;
- (III) To participate in meetings as well as events that are necessary in preparation for games designated by the Club;
- (IV) To wear uniforms and training wear supplied by the Club;
- (V) To submit to medical examinations, and other preventative measures and treatments designated by the Club;
- (VI) To participate in promotional, fan-service and social action activities, and other events designated by the Club;
- (VII) To participate in relevant training sessions, training camps, games, and events if selected by JBA as a member player for any category of Japan’s national team or other national delegation teams;
- (VIII) To undergo doping tests designated by JBA or the League;
- (IX) To undergo drug tests designated by JBA or the League;
- (X) To use transportation and accommodation facilities designated by the Club for training camps, games on the road, etc.;
- (XI) To obtain the prior consent of the Club for the choice of residence;
- (XII) To obtain the prior consent of the Club for engaging in any income generating activities other than the services for the Club; and

(XIII) Any other matters that the Club may consider necessary.

Article 3 (Prohibited Conducts)

The Player shall not conduct or engage in any of the following acts:

- (I) To disclose information regarding internal affairs or confidential matters of the Club, JBA, or the League to outsiders;
- (II) To disclose matters regarding games or training (including, without limitation, tactics and strategies for games, player selection and deployment and details of the training) to outsiders;
- (III) Any acts that violate the Anti-Doping Code of JBA;
- (IV) To participate or be involved in any advertising or public relations activities without obtaining the consent of the Club, JBA, and the League;
- (V) To enter into an agreement with a third party which would interfere with or hinder the performance of this Agreement;
- (VI) To engage in a basketball game or any other type of sport game organized by a third party without the prior consent of the Club;
- (VII) To engage in illegal acts that could affect the result of a game or acts that harm the fairness of an official game;
- (VIII) To commit an act that constitutes a penal crime (gambling, assault, theft, tax evasion, traffic accidents, etc.);
- (IX) To make any defamatory, disparaging, or derogatory statements in public against JBA (including the officiating), the League, the Club or other clubs;
- (X) To use any illegal drugs, or to refuse with no justifiable reason to undergo a drug test designed by JBA and/or the League;
- (XI) To conduct negotiations or any other acts aimed at the conclusion of a contract between another player, team staff member, or youth team staff member and a B.League club, or to be involved in any such acts for remuneration. If the Player has a personal or capital relationship with a corporation that employs a person who conducts such negotiations or other acts, the Player shall be deemed to have been involved in such acts for remuneration; or
- (XII) Any other acts that is or may be detrimental to the interests of the Club, JBA, or the League.

Article 4 (Remuneration and Payment)

(1) The Club shall pay the Player the following amounts as basic remuneration:

Total amount: _____ yen (for a period of _____ months)

• Annual salary: _____ yen

(Monthly amount: JPY _____; provided, however, that JPY _____ for the month of _____)

(2) Any signing bonuses, allowances, incentive compensation, and any other remuneration shall be based on the criteria separately agreed upon between the Club and the Player.

- (3) The remuneration set forth in the preceding two (2) paragraphs shall include all taxes, including income tax and residence tax, but excluding consumption tax and local consumption tax.
- (4) The remuneration, plus an amount equivalent to the applicable consumption tax and local consumption tax thereon, shall be paid by wire transfer to the bank account in the Player's name designated by the Player, in accordance with the due date agreed upon separately between the Club and the Player. The wire transfer fee shall be borne by the Club.

Article 5 (Expenses)

Any expenses necessary for transportation and accommodation of the Player during any trips for the activities for the Club shall be borne by the Club.

Article 6 (Leave)

The Player shall be entitled to a leave of at least two (2) consecutive weeks after the end of the season; provided, however, that the Player shall use the leave only for the purpose of resting or refreshing him/herself.

Article 7 (Illness and Injuries)

- (1) In the event of illness or injury, the Player shall promptly notify the Club thereof and follow any instructions as may be given by the Club.
- (2) If the Player suffers an illness or injury due to a cause directly attributable to any activities during the course of performance of this Agreement, the Club shall bear expenses for medical treatment or care corresponding to the part of the social insurance to be individually paid, if a physician designated by the Club recognizes the need for such treatment or care.
- (3) If the Player becomes temporarily incapable of playing due to the Player suffering an illness or injury due to a cause directly attributable to any activities during the course of performance of this Agreement, the Club shall pay the basic remuneration for the period of incapability; provided, however, that this shall not apply if this Agreement expires or otherwise terminates during the period of incapability.

Article 8 (Use of the Player's Likeness)

- (1) The Player shall have no rights or claims with regard to any use in news coverage or broadcast of the Player's likeness, image, name, portrait, anime, audio, signature, uniform number and/or career summary, etc. (hereinafter collectively referred to as the "Player's Likeness") related to his/her performance of this Agreement.
- (2) If a request is made by the Club, the Player shall, in principle, cooperate with the Club, JBA or the League, etc. in advertising, public relations, and promotion activities (hereinafter collectively referred to as the "Publicity Activities") for them with no additional remuneration.
- (3) The Club shall exclusively have the right to conduct merchandising activities using the Player's Likeness by itself and/or through the granting of licenses to use the same to JBA, the League, or any other third parties.
- (4) The Player shall obtain the prior written consent of the Club if he/she intends to engage in any of the following items, other than at the instructions of the Club:

- (I) Appearance in any television or radio programs, programs, etc. transmitted through the Internet, etc., or participation in events;
 - (II) Use of the Player's Likeness and its permission (including via the Internet);
 - (III) Responding to or participating in interviews for newspapers and magazines; and
 - (IV) Participation in any Publicity Activities for any third party.
- (5) In the event of sale of any products utilizing the Player's Likeness solely and independently pursuant to Paragraph 3, and in the event of the items in the preceding paragraph, the Club and the Player shall separately determine through discussion the rate or amount of distribution of any income or fees arising therefrom.
- (6) As long as the Player's Likeness during the term of this Agreement is used, the provisions in Paragraphs 1 and 3 and the preceding paragraph shall survive the expiration or termination of this Agreement for the purpose of such use of the Player's Likeness.

Article 9 (Agent)

- (1) The Club and the Player shall be entitled to use only agents registered with JBA.
- (2) If the Club or the Player is reasonably aware that an agent has entered into an agreement with their counterparty, the Club or the Player shall not enter into an agent agreement with, or make any payment to, such agent.
- (3) The Club shall not grant or pay any remuneration in connection with negotiations or contracts between the Player and the Club to any agent who has entered into an agent agreement with the Player or otherwise acts on behalf of the Player (including the payment of agent remuneration to the Player's agent on behalf of the Player by deducting an amount equivalent to the agent remuneration and wire transfer fee from the remuneration payable by the Club to the Player).

Article 10 (Termination of this Agreement by the Club)

If any of the following events occur on the part of the Player, the Club shall have the right to terminate this Agreement immediately, by notifying the Player in writing. If the drug test in either Item 6 or 7 was conducted after this Agreement was entered into but before the Player was registered, the Club shall be entitled to demand that the Player refund all remuneration that has already been paid pursuant to this Agreement.

- (I) If the Player violates the provisions of this Agreement and fails to comply with a notice given by the Club to cure or remedy the same;
- (II) If the Player permanently loses his/her athletic ability as a basketball player due to any illness or injury;
- (III) If the Player violates the Anti-Doping Code of JBA;
- (IV) If it is revealed that the Player has engaged in illegal acts that could affect the result of a game or acts that harm the fairness of an official game;
- (V) If the Player commits an act that constitutes a penal crime;
- (VI) If the Player refuses with no justifiable reason to undergo a drug test designated by JBA and/or the League;
- (VII) If the positive result of the drug test designated by JBA and/or the League is confirmed;
- (VIII) If the Player receives an order of suspension from games for a period of six (6) months or more due to

any cause attributable to him/herself;

(IX) If the Player materially disturbs the order of the Club; or

(X) If the Player violates any of the paragraphs of Article 14 or if there is a reasonable doubt that the Player has done so.

Article 11 (Termination of this Agreement by the Player)

(1) If any of the following events occur on the part of the Club, the Player shall have the right to terminate this Agreement immediately, by notifying the Club in writing:

(I) If the Club fails to make payment of any remuneration due and payable pursuant to this Agreement for more than fourteen (14) days from the due date;

(II) If the Club fails to participate in or field a team for three (3) or more consecutive games indicated by JBA and the League with no justifiable reason; or

(III) If the Club is expelled from the League.

(IV) If this Agreement was concluded through the Designated Rookie Selection Meeting (Draft) and it becomes apparent after the conclusion of this Agreement that the Club did not satisfy the Draft Meeting participation criteria set forth in the Designated Rookie Selection Meeting (Draft) Regulations prescribed by the League.

(2) If the Player terminates this Agreement pursuant to the preceding paragraph, he/she shall be entitled to receive the basic remuneration for the entire remaining term of this Agreement.

Article 12 (Voluntary Termination of this Agreement by the Player (Player Option))

(1) The Player Option (right of the Player to terminate this Agreement) pursuant to the Designated Rookie Selection Meeting (Draft) Regulations shall be as follows:

Applicable

Not applicable

Not subject to this provision

(2) If the Player Option is applicable under the preceding paragraph, the Player may terminate the contract for the third year under this Agreement ([Month Day, Year] to [Month Day, Year]) by submitting a written notice of termination to the Club on or before December 31 of the second season under this Agreement.

Article 13 (Disclosure of Contract Term and Contract Termination Rights)

The Player consents to the League and the Club disclosing to the public or to third parties any information relating to the term of the Player's contract and whether or not a right to terminate this Agreement exists and the conditions for the exercise thereof.

Article 14 (Elimination of Antisocial Forces)

(1) The Player affirms that none of the following items apply to him/her currently or applied to him/her within the past five years, and that the items will not apply to him/her in the future either.

- (I) Being an organized crime group, member of an organized crime group, or organized crime group associate;
 - (II) Being an organized crime group-related company or an officer or employee of such a company;
 - (III) Being a quasi-organized crime group (a group equivalent to an organized crime group which commits illegal acts of violence such as assault and injury collectively or habitually) or a member of such a group;
 - (IV) Being a social movement racketeer;
 - (V) Being a political movement racketeer;
 - (VI) Being a special intelligence violence group or a member of such a group; or
 - (VII) Any other organization equivalent to the preceding items or a member of such an organization.
- (2) The Player affirms that he/she does not have any of the relationships stipulated in the following items with the persons stipulated in the items in the preceding paragraph (hereinafter referred to as “Antisocial Forces”) currently, have not had such relationships within the past five years, and will not have such relationships in the future either.
- (I) A relationship in which the management and/or activities of the Player are controlled by Antisocial Forces;
 - (II) A relationship in which Antisocial Forces are substantially involved in the management and/or activities of the Player;
 - (III) A relationship using Antisocial Forces to seek unlawful gains of the Player or a third party, or to inflict losses on a third party, etc.;
 - (IV) A relationship of providing funds, etc. or giving assistance, etc. to Antisocial Forces; or
 - (V) Any other socially condemned relationships with Antisocial Forces.
- (3) The Player affirms that he/she does not currently and will not in the future engage in any of the following acts by him/herself or through a third party.
- (I) Violent demanding acts;
 - (II) Unreasonable demanding acts which exceed legal responsibility;
 - (III) Threatening language and behavior, and/or acts employing violence;
 - (IV) Acts employing the spread of rumors, fraudulent means or force to damage the reputation and/or credibility of the counterparty or obstruct the business and/or activities of the counterparty; or
 - (V) Any other acts equivalent to the preceding items.

Article 15 (Disciplinary Sanctions)

If any of the following events occur on the part of the Player, the Club may give a disciplinary warning, a fine or both as disciplinary sanctions:

- (I) If the Player, in a game in which he/she plays, receives a warning or is disqualified;
- (II) If the Player fails to comply with any orders or instructions given by the Club;
- (III) If the Player disturbs the order of the Club;
- (IV) If the Player violates the Anti-Doping Code of JBA;
- (V) If it is revealed that the Player has engaged in illegal acts that could affect the result of a game or acts that harm the fairness of an official game;
- (VI) If the Player commits an act that constitutes a penal crime;

- (VII) If the Player refuses with no justifiable reason to undergo a drug test designated by JBA and/or the League;
- (VIII) If the positive result of the drug test designated by JBA and/or the League is confirmed;
- (IX) If the Player receives an order of suspension from games; or
- (X) If the Player violates any of the paragraphs of the preceding article or there is a reasonable doubt that the Player has done so.

Article 16 (Term and Renewal)

- (1) The term of this Agreement shall be from _____ to _____.
- (2) In the case of renewing this Agreement, the Club shall send to the Player a written notice of intent to renew this Agreement, by the deadline specified in the Rules of the League.
- (3) If the Club fails to send the notice referred to in the preceding paragraph, the Club shall be deemed to have no intention to renew this Agreement. The Player shall then have the right to demand the Club to register him/her onto the free agent list and the Club shall comply with it.

Article 17 (Individual Agreements)

This Agreement may only be supplemented by written instruments with the name and signature or seal (including those made by electromagnetic means) of both the Club and the Player. Supplements made orally shall have no effect. However, if the content specified in such supplementation contradicts the provisions of this Agreement, the provisions of this Agreement shall take precedence and apply.

Article 18 (Governing Law and Language)

- (1) This Agreement shall be governed by and construed in accordance with the laws of Japan.
- (2) This Agreement has been prepared in Japanese, and the Japanese version shall be the official text. In case of any discrepancies between the Japanese and English versions, the Japanese version shall prevail; provided, however, that the Club and the Player may agree separately to designate the English version as the official text.

Article 19 (Settlement of Disputes)

- (1) Should any dispute arise between the parties hereto from or in connection with the interpretation or performance of this Agreement, the Club and the Player shall endeavor to resolve the dispute through mutual discussion in good faith.
- (2) If the dispute is not resolved within thirty (30) days from the request in the preceding paragraph, either of the Club and the Player, in accordance with the Rules of the League or JBA, may ask the League or JBA for a resolution of the dispute.

To verify the conclusion of this Agreement, two original copies will be prepared. A representative of the Club and the Player shall each sign them or affix their name and seal to them and retain one copy. Alternatively, an

electromagnetic record of this contract will be created. Following mutual agreement, a representative of the Club and the Player will affix their electronic signatures, and each will retain a copy of the electromagnetic record.

This Agreement has been executed as of this _____ day of _____.

The Club

(Address)

(Corporation name)

(Name of the representative)

The Player

(Address)

(Name)

(Date of birth)

(Qualified Invoice Issuer registration number)

* If the Player is registered

* In addition to the above, in the event the Player is a minor, the signature or name and seal of his/her legal representative (person with parental authority or guardian)

(Address)

(Name)

* In addition to the above, in the event the agent is involved, the signature or name and seal of that agent

(Address)

(Name)

(JBA registered agent number)

(FIBA Agent license number)

* If a FIBA Agent license is held