



Appendix "A"

To the Budget Control Regulations

**FOREIGN PLAYER AGREEMENT FORM
AGREEMENT**

Drafted and signed this _____ Day of the month of _____

BETWEEN

The team named _____
(Hereinafter the "Team")

AND

The player named _____ I.D No _____
(Hereinafter the "Player")

WHEREAS: The Team is a member of the Israel Basketball Association (hereinafter: "Association");

AND WHEREAS: The Team, under the name registered in the Association, is fully responsible for all its commitments stipulated in this contract;

AND WHEREAS: The player desires to play on the Team;

AND WHEREAS: The Team desires the Player to play in the framework of the Team;

AND WHEREAS: The Parties desire to set forth the rights and duties of each party vis-N-vis the other, all subject to the regulations of the Association;

**NOW THEREFORE THE PARTIES HAVE AGREED, STIPULATED AND
DECLARED AS FOLLOWE:**

1. Preamble and Nature of the Agreement

- a. The preamble of this Agreement constitutes an integral part hereof.
- b. This Agreement sets forth the terms, rights and obligations of the parties to this Agreement in all matters connected to the participation of the Player on the Team during the Period of this Agreement, as required by the provisions of the regulations of the Association.
- c. This agreement is drafted according to the Israeli basketball Association's regulations of budget control and is subject to the Budget Control Authority, approval.

2. Declarations of the Parties

- a. The Parties hereby declare that this agreement was drafted subject to the Provisions of the Budget Control Regulations of the Association (hereinafter: "The Regulations"), and subject to all other regulations of the Association.
- b. The parties hereby declare that any of the provisions of this Agreement which shall contradict the provisions of the Regulations or any other provisions of this Agreement or any other Association's regulation and/or which shall deviate from the provisions of the Regulations, shall be deemed null and void.

3. The Player's Undertakings

The Player hereby undertakes as follows:

- a. To participate actively in all team practice sessions and games in which he shall be slated to play, according to the instructions of the Coach or the Team management.
- b. To maintain a sports-oriented lifestyle while doing everything required in order to maintain the highest possible degree of physical fitness, in order to serve the Team according to the guidelines of the Coach or the Team management.
- c. To devote his best effort, skills, talent and professional ability to fulfilling his role as a Player on the team.

Any payment or income, directly or indirectly, derived from the terms stipulated in this section, will be added to the consideration section in this agreement.

9. General Provisions

- a. The provisions of this Agreement shall become valid and shall bind the Parties only after the Agreement shall have been approved in the framework of the approved budget of the Team, which shall be submitted to the Authority, and after the actual opening of the playing season for which the budget approval was given as stated. Should the Agreement be given a temporary approval, the Player shall be entitled to relative Consideration in respect of the period for which the Agreement was given temporary approval.
- b. If the agreement is not approved by the Authority, the player is entitled to receive set damages as stated in section 3(d) and 3(e) in the Budget Control regulations. These set damages will settle the entire player's claims against the team, unless otherwise agreed between the parties.
- c. The Parties are entitled to amend the provisions of this Agreement before the end of the period of its validity, provided that said amendment shall be made by mutual consent and shall be approved by the Chairman of the Authority.
- d. The parties hereby expressly agree that this Agreement, as it shall be submitted to and approved by the Authority in the framework of the approved budget, shall be the only binding agreement between the Parties, and any other agreement which has not and/or shall not have been submitted to nor approved by the Authority as stated above, shall be utterly invalid, null and void and the Parties shall not act in accordance therewith.
- e. If the Authority obligated the Team during the term of the Agreement, to transference the Player to another team, the Team will be obligated to pay the Consideration stipulated in section 6 above, only until the date the player is transferred.
- f. In any case of a contradiction between the provisions of this agreement and the provisions of the association's regulations, including all provisions regarding transfers, loan and extradition of players - the provisions of the regulations will be the preferred.
- g. A written conformation by a player to the Authority in regards to payment he received before the signing of this agreement is a final and binding conformation.

- d. To comply fully and precisely with the instructions of the Coach or the Team management or any other functionary who shall be appointed by the Team management.
- e. Not to negotiate with another team in Israel or abroad during the agreement period, unless he has advanced and written approval from the Team. Despite the aforementioned, should the Player receive written notice of the cancellation of the agreement between himself and the team and he agrees to it, the Player will be entitled to negotiate with another team.
- f. Not to demand and/or to receive, during the Period of the Agreement, any payment of any type and kind whatsoever, whether is cash or in kind, whether directly or indirectly, in excess of the Consideration set forth in Section 6 below.
- g. Not to demand, and not to receive, during the period of this Agreement, net payments from the Team.
- h. To bear any payment to the various authorities which he is obligated to pay in accordance with any law.
- i. Not to sign any additional agreement with the Team of any sort, whether directly or indirectly in any matter related to playing on the Team during the Period of this Agreement.
- j. To provide the team with a Form 101 from the Income Tax Commission.
- k. To maintain good sportsmanship while respecting the dignity of his profession and the honor of the Team.
- l. To comply with the provisions of the regulations of the Basketball Association and FIBA.
- m. To act according to the unified disciplinary statute, which was approved by the Israel Basketball Association's Management.
- n. Not to take part in gambling on his team's games, including types of gambling permitted by law.
- o. Not to use, in any way, any drugs that their use has been banned by the Israeli Sport's Law or any other law.
- p. The Player confirms that the Team has the right to make use of his advertising and photography rights and his name for purposes of sales promotions of the Team or its sponsors, and that he shall make no financial demands in respect of said use. The Player confirms that he shall not appear in commercial advertising for entities which are in conflict of interests with the Team and/or its sponsors.

4. The Team's Undertakings

The Team hereby undertakes as follows:

- a. To pay the Player the amounts set forth in the "Consideration" section of this Agreement, as gross payments only, and to withhold therefrom payments to Income Tax authorities and any other deduction which the Team shall be required to withhold pursuant to law.
- b. To transfer the amounts which it shall withhold at source from the payments which it shall pay the Player as stated in this Agreement to the Income Tax authorities and to transfer all the accessory payments which it shall be required to make pursuant law.
- c. To act in regards with the Player according to the instructions of the extension order regarding insurance pension (as advertised in the official gazette 5772 of the year 5768 on page 1736) as it may be in force from time to time.
- d. Not to pay the player during the period of this Agreement any payment of any type and kind whatsoever, whether in cash or in kind, whether directly or indirectly, in excess of the Consideration set forth in this Agreement.
- e. Not to undertake and not to pay any net payments during he Period of this Agreement.
- f. To insure the Player, at its own expense, in the framework of his activity as a basketball Player on the Team according to the sport regulations (Insurance), 5755-1994, starting from the date on which this Agreement shall become valid and ending on the date on which it shall expire, in amounts which are not less than the amounts present in the above regulations.
- g. To provide the Player with a Form 106 from the Income Tax Commission, on the date set forth therefore by law.
- h. To provide the Player with a monthly pay slip, listing all the payments made to the Player in the previous month and detailing all the deductions required by any law.
- i. To provide the player with the unified disciplinary statute, which was approved by the Israel Basketball Association's management.
- j. To judge the player only according to the unified disciplinary statute, which was approved by the Israel Basketball Association's management.
- k. To supply the injured player the same physiotherapy services that were supplied to him at the team before his injury or before he stopped playing as a result of the injury, and until the end of the agreement.

3. _____ NIS on the basis of other payments, on the following dates and for the reasons set force:

The payments derived from section 8 below are:

All payments are in gross terms, from which the team will deduct income tax, social security and any other deduction it will be debited for by any law.

- b. The consideration set forth above includes convalescence fee and constitutes salary including severance pay as this term is defined in section 28 of the Severance Pay Law, 5723-1963, and this Agreement shall be sent by the Team for approval in accordance with the provisions of that section.
- c. No reduction from the player's salary shall be made, because of disciplinary offence, unless the amount of the fine is specifically stipulated in the disciplinary code as stated in section 4 (i) of this agreement.

7. Arbitration

- a. The Parties hereby agree that any disputes between the Team and the Player or Between the Player and the Team, in any matter related to the provisions of this Agreement, shall be brought before an arbitrator who shall be nominated by virtue of the regulations of the Association's Institute of Arbitration.
- b. The signing of this contract, will constitute the signing of an arbitration agreement as set forth in the Arbitration Law 5728-1968 (hereinafter: " Arbitration law").
- c. The arbitration shall proceed in accordance with the provisions of the regulation of the Association's Institute of Arbitration.
- d. The parties agree that the arbitration award can be appealed, before another arbitrator of the Association's Institute of Arbitration, as aforesaid in section 21a of the Arbitration Law 5728 - 1968. The jurisdiction over the request to revoke the arbitration award according to the Arbitration Law, which refers to the arbitration the parties had held, will be given to the court with the material jurisdiction for the matter and which is in the region of jurisdiction in which the team operates.

10. Addresses of the Parties

The addresses of the Parties, for the purposes of this Agreement, are as follows:

a. Team:

b. Player:

IN WITNESS WHEREOF THE PARTIES HAVE AFFIXED THEIR SIGNATURES:

THE PLAYER

THE TEAM