

**RESOLUTION 6/2020 OF THE BOARD
OF POLSKA LIGA KOSZYKOWKI S.A.
ON STANDARD REQUIREMENTS FOR CONTRACTS
IN MEN'S PROFESSIONAL BASKETBALL**

Pursuant to the provisions of point 30 of PLK's Competitions Regulations (Regulamin Rozgrywek PLK) the PLK Board adopts the following resolutions:

§ 1.

The purpose of this Resolution is to establish standard requirements for contracts of players in professional basketball.

§ 2.

The terms used in this Resolution are the same as the definitions of these terms included in the PLK Competitions Regulations or PZKosz Sporting Competitions Regulations (RWS).

§ 3.

Infringements of the provisions of the Resolution are subject to disciplinary liability pursuant to the provisions of the PZKosz Disciplinary Regulations.

§ 4.

Any provisions of contracts signed by players with clubs, contrary to the provisions of the Resolution, are invalid and will not be taken into account when assessing the legal relations between players and clubs.

§ 5.

The provisions of contracts and internal club regulations cannot be less favourable for the players than the provisions of the Resolution.

§ 6.

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



1. A player can be bound by one binding contract with the club at the same time, except for contracts signed by the players as a result of a player's loan agreement between the clubs.
2. In case of a loan contract, the rights and obligations of the player with the current club are suspended for the duration of the loan. Suspension implies that all legal relationships of the player with the club should be concluded for the duration of the loan contract with that club. Such a contract must not contain a buy-out clause.

§ 7.

If a contract with a club includes a buy-out clause providing for the termination of the contract in case of payment of a fixed amount of money, the contract will be terminated provided that the club or player has been notified in writing of the use of this clause by the other party and that the amount of the buy-out has been paid in full to the bank account of the club or player. The date of termination of the contract is considered to be the date on which the amount of the waiver is credited to the account of the party entitled to receive it.

§ 8.

Submitting application to PLK for player's license results in acknowledgement that player has got acquainted with provisions of the Resolution and also with provisions of internal club regulations, referred to in provisions of § 19 of the Resolution.

§ 9.

1. The contract determines all rights and obligations agreed between the Club and the Player in relation to professional basketball practice by the Player, including:
 - 1) Player's remuneration payable for the performance of sports services for the Club as specified in § 9.2.2 of the Resolution;

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



- 2) Additional remuneration (bonuses, gratuities) of the Player, including remuneration depending on the sporting result achieved by the Club;
 - 3) other benefits of the Club for the Player of a non-monetary nature;
 - 4) the rules of commercial use by the Club of the right to the personal rights of the Player, including those jointly referred to as the image of the Player
2. Under pain of nullity, the Contract should include:
- 1) the commencement date and the date or manner of determining the date of termination of the Contract,
 - 2) monthly individual salary of the Player defined separately for each full calendar month of the Contract and for the period from the day of signing the Contract until the end of the first calendar month of the Contract and from the first day of the last calendar month of the Contract until the end of the Contract, i.e. its expiry or termination.
3. The contract may contain clauses under which:
- 1) payment of monthly amounts of remuneration by the Club in the amount and on dates indicated in the contract will be made provided that the club's team starts the game season on the date planned by PLK and will depend on its duration
 - 2) in case of postponement of the season start date by PLK due to force majeure or extraordinary change in relations, the club's obligation to pay the amounts indicated in the contract to the player will take place from the moment of starting the team preparation camp, regardless of the month in which such camp starts
 - 3) the last day for which the club will be obliged to pay the amounts of monthly remuneration to the player indicated in the contract will be the last day of the month in which the season ends, regardless of the length of the season and its end date

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



4. The contract should clearly specify whether the remuneration indicated in the contract is net or gross, specifying the currency and date of payment of such remuneration and the method of payment; if the individual player's remuneration does not cover the entire duration of the contract, the contract is only valid for the game seasons in respect of which this remuneration has been clearly specified.
5. The contract should also include:
 - 1) data regarding the player's name and surname, date of birth, nationality and identification details of the identity document or PESEL number as well as the permanent address of residence of the player; in the case of a minor player, the contract should indicate details of the player's name and surname and the permanent address of residence of the legal representatives of the player
 - 2) data regarding the club, including the number of entry in the National Court Register and the names of persons representing the club in accordance with the National Court Register or the power of attorney held by persons acting on behalf of the club
 - 3) data regarding the proxies or representatives who took part in negotiating or signing the contract,
 - 4) signatures of the persons indicated in point. 1-3 above
6. The player's proxy or the agent's proxy indicated in the contract may only be another agent holding a FIBA agent license or PZKosz agent license or an attorney at law.
7. The contract may specify the amount and method of payment of remuneration for the agent or his representative only if the agent or his representative has a valid license from FIBA or PZKosz or if the representative is attorney at law.

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



§ 10.

The contract may not include provisions under which any delay in payment to the agent or his representative would entitle the player to refrain from performing the duties provided for in the contract or to terminate the contract.

§ 11.

The contract with a player of Polish citizenship can only be entered into in Polish.

§ 12.

The contract must contain an explicit and unconditional commitment by the club to release the player if he is appointed to play in the national team.

§ 13.

The contract should include an obligation for the club to insure the player against the consequences of accidents.

§ 14.

The contract should include the player's basic obligations, in particular :

- 1) obligation for the player to actively participate in the training process and sports competition in accordance with the instructions of the Club's training staff;
- 2) the commitment of the player to lead a healthy lifestyle and maintain high physical fitness,
- 3) obligation for the player to participate in sporting and social events, including marketing, advertising and promotional events indicated by the Club;
- 4) obligation for the player to undergo regular medical examinations as prescribed by the club doctor and to use only the pharmacological measures prescribed by or agreed with the club doctor;
- 5) the commitment of the player to comply with anti-doping regulations;
- 6) obligation for the player to immediately notify the Club of an accident or illness with the provision of a relevant medical certificate and to follow the instructions of the Club medical staff regarding the inability to perform contractual duties;

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



- 7) obligation for a player to observe a ban on participation in betting on any basketball game;
- 8) a commitment of the player to refrain from practising the extreme sports indicated in a contract. Possible sanctions for the player's practicing extreme sports without the club's consent must result directly from the content of the contract or club regulations.

§ 15.

The contract may be terminated at any time by agreement of the parties in writing under pain of nullity.

§ 16.

1. The player has a right to unilaterally terminate the contract due to the Club's fault - by means of a written declaration to the Club under pain of nullity - only in the following cases:
 - 1) The Club delays the payment of the player's remuneration for a period of at least 30 days from the payment due date set in the contract, provided that after the period, the player sets an additional payment date to the Club in writing, not less than 14 days, with the provision that failure to pay the full amount of arrears will result in the right to unilateral termination of the contract due to the fault of the club;
 - 2) The Club does not provide the player with treatment or rehabilitation after an injury suffered during the game in competition or training, or refuses to cover the costs of treatment or rehabilitation incurred by the player, to which the player previously received written consent from the Club and in which the Club accepted the estimated costs of treatment or rehabilitation - provided that the declaration of termination of the Contract is made within one month from the date of occurrence of any of the events;
 - 3) Club was relegated from professional league as a result of other events than sport competition, based on valid decision issued by competent authority of

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



PLK or PZKosz and also in case when club's licence was suspended or withdrawn.

2. The contract provisions whereby, in the event of termination of the contract by a player due to a delay in payment, the player would be entitled to any remuneration for a period longer than the end of the season in which the contract was terminated, as well as any additional remuneration, compensation, indemnity, contractual penalty or other benefit of a similar nature, are invalid.
3. In case of termination of the contract due to a delay in payment, a player can sign a contract with another club and obtain a player's license at any time, including after the expiry of the dates indicated in the transfer window.

§ 17.

1. The Club has the right to unilaterally terminate the Contract due to the player's fault - by means of a written declaration to the player under pain of nullity - only in the following cases:
 - 1) a player has been charged within the meaning of the provisions of the Code of Criminal Procedure, in connection with a suspicion of committing an intentional offence prosecuted ex officio,
 - 2) the player has been validly disqualified for at least 2 months, except if the contract provides for a shorter disqualification period entitling the club to terminate the contract,
 - 3) the player has taken part in any betting activity relating to any basketball game,
 - 4) the presence of prohibited substances within the meaning of the rules on doping control in sport has been established in the athlete's body in an unambiguous way,
 - 5) the player has been punished by the anti-doping authorities in the sport,

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



- 6) the incapacity of a player due to injury continues for a minimum of 90 days without interruption, except if the contract provides for a longer period of incapacity which does not result in the possibility of termination of the contract
 - 7) the player has blatantly breached other contractual obligations and the effect of termination of the contract due to such breaches is provided for in the contract.
2. The Club has the right to unilaterally terminate the Contract after the Club's fall to a lower competitions level class as a result of sports competition - provided that the player is paid compensation in the amount equivalent to one month's salary.
 3. The Club cannot terminate the contract due to a decrease in sports level or the athlete's performance that deviates from the Club's expectations.

§ 18.

1. In the case of an injury or illness preventing a player from participating in the competition for at least 30 days, the injured or sick player is entitled to remuneration in the full amount specified in the Contract for the first 30 days of incapacity and 50% for the next 60 days of incapacity. The Contract may contain regulations concerning the player's remuneration during the period of inability to play more favourable for the player than the provisions of the Resolution.
2. The Club has the right to reduce the remuneration provided for in the contract with a player who has been appointed to the Polish national team or another national team, if he has suffered an injury during the preparation or matches of the team and has received compensation resulting from the insurance of contracts concluded by FIBA or the home federation of that player - to the amount of the compensation received by the player.

§ 19.

The club may establish internal club rules such as Club Regulations, Team Regulations etc. These regulations, in the case of violation of the rules specified in

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY



them, may only provide for the effect of reducing the monthly player's salary. The reduction cannot be higher than the equivalent of 80% of the player's monthly salary. Internal club regulations cannot contain any disciplinary sanctions.

§ 20.

Any disputes over monetary rights or non-monetary rights, which may be subject to settlement, arising from the contract, the parties to the contract are subject to the jurisdiction of the Sports Arbitration Court at PZKosz, unless the provisions of domestic law provide for the jurisdiction of national courts.

§ 21.

The right to interpret the Resolution is vested in the Board of Polish Basketball League S.A.

§ 22.

The provisions of the Resolution shall apply to contracts concluded after the entry into force of the Resolution.

§ 23.

The Resolution enters into force on 27 June 2020.

SPONSOR
TYTULARNY



SPONSOR
OFICJALNY



SPONSOR



PARTNER
GŁÓWNY



PARTNER
MEDYCZNY



PARTNERZY

