

Exhibit A A-17

(g) The Player does not and will not contest during or after the term of this Contract, and the Player hereby acknowledges, the exclusive rights of the NBA, all League -related entities that generate BRI, and the Teams (i) to telecast, or otherwise distribute, transmit, exhibit, or perform, on a live, delayed, or archived basis, in any and all Media, any performance by the Player under this Contract or the CBA (including in NBA games or any excerpts thereof) and (ii) to produce, license, offer for sale, sell, market, or otherwise, exhibit, distribute, transmit, or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any such performance in any and all Media, including, but not limited to, as part of programming or a content offering or in packaged or other electronic or digital media. The foregoing does not confer any right or authority to use the Player's Player Attributes in a manner that constitutes an unauthorized Endorsement or Unauthorized Sponsor Promotion (as such terms are defined and clarified in Article XXVIII of the CBA and Paragraph 14(e) above) or any right which would violate Article XXVIII, Section 3(f) of the CBA. For purposes of clarity and without limitation, any use of a Player's Player Attributes that has been expressly authorized by the Player (not including in this Contract) shall not be an unauthorized Endorsement or an Unauthorized Sponsor Promotion.

15. TEAM DEFAULT.

In the event of an alleged default by the Team in the payments to the Player provided for by this Contract, or in the event of an alleged failure by the Team to perform any other material obligation that it has agreed to perform hereunder, the Player shall notify both the Team and the League in writing of the facts constituting such alleged default or alleged failure. If neither the Team nor the League shall cause such alleged default or alleged failure to be remedied within five (5) days after receipt of such written notice, the Players Association shall, on behalf of the Player, have the right to request that the dispute concerning such alleged default or alleged failure be referred immediately to the Grievance Arbitrator in accordance with the provisions of the CBA. If, as a result of such arbitration, an award issues in favor of the Player, and if neither the Team nor the League complies with such award within ten (10) days after the service thereof, the Player shall have the right, by a further written notice to the Team and the League, to terminate this Contract.

A-18 Exhibit A

16. TERMINATION.

(a) The Team may terminate this Contract upon written notice to the Player if the Player shall:

- (i) at any time, fail, refuse, or neglect to conform his personal conduct to standards of good citizenship, good moral character (defined here to mean not engaging in acts of moral turpitude, whether or not such acts would constitute a crime), and good sportsmanship, to keep himself in first class physical condition, or to obey the Team's training rules;
- (ii) at any time commit a significant and inexcusable physical attack against any official or employee of the Team or the NBA (other than another player), or any person in attendance at any NBA game or event, considering the totality of the circumstances, including (but not limited to) the degree of provocation (if any) that may have led to the attack, the nature and scope of the attack, the Player's state of mind at the time of the attack, and the extent of any injury resulting from the attack;
- (iii) at any time, fail, in the sole opinion of the Team's management, to exhibit sufficient skill or competitive ability to qualify to continue as a member of the Team; provided, however, (A) that if this Contract is terminated by the Team, in accordance with the provisions of this subparagraph, prior to January 10 of any Season, and the Player, at the time of such termination, is unfit to play skilled basketball as the result of an injury resulting directly from his playing for the Team, the Player shall (subject to the provisions set forth in Exhibit 3) continue to receive his full Base Compensation), less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the Player's Compensation by the Team, the Player hereby assigns to the Team) and any insurance provided for by the Team paid or payable to the Player by reason of said injury, until such time as the Player is fit to play skilled basketball, but not beyond the Season during which such termination occurred; and provided, further, (B) that if this Contract is terminated by

Exhibit A A-19

the Team, in accordance with the provisions of this subparagraph, during the period from the January 10 of any Season through the end of such Season, the Player shall be entitled to receive his full Base Compensation for said Season; or

(iv) at any time, fail, refuse, or neglect to render his services hereunder or in any other manner materially breach this Contract.

(b) If this Contract is terminated by the Team by reason of the Player's failure to render his services hereunder due to disability caused by an injury to the Player resulting directly from his playing for the Team and rendering him unfit to play skilled basketball, and notice of such injury is given by the Player as provided herein, the Player shall (subject to the provisions set forth in Exhibit 3) be entitled to receive his full Base Compensation for the Season in which the injury was sustained, less all workers' compensatfn benefits (which, to the extent permitted by law, and if not deducted from the Player's Compensation by the Team, the Player hereby assigns to the Team) and any insurance provided for by the Team paid or payable to the Player by reason of said injury.

(c) Notwithstanding the provisions of Paragraph 16(b) above, if this Contract is terminated by the Team prior to the first game of a Regular Season by reason of the Player's failure to render his services hereunder due to an injury or condition sustained or suffered during a preceding Season, or after such Season but prior to the Player's participation in any basketball practice or game played for the Team, payment by the Team of any Compensation earned through the date of termination under Paragraph 3(b) above, payment of the Player's board, lodging, and expense allowance during the training camp period, payment of the reasonable traveling expenses of the Player to his home city, and the expert training and coaching provided by the Team to the Player during the training season shall be full payment to the Player.

(d) If this Contract is terminated by the Team during the period designated by the Team for attendance at NBA training camp, payment by the Team of any Compensation earned through the date of termination under Paragraph 3(b) above, payment of the Player's board, lodging, and expense allowance during such period to the date of termination, payment

A-20 Exhibit A

of the reasonable traveling expenses of the Player to his home city, and the expert training and coaching provided by the Team to the Player during the training season shall be full payment to the Player.

(e) If this Contract is terminated by the Team after the first game of a Regular Season, except in the case provided for in subparagraphs (a)(iii) and (b) of this paragraph 16, the Player shall be entitled to receive as full payment hereunder a sum of money which, when added to the salary which he has already received during such Season, will represent the same proportionate amount of the annual sum set forth in Exhibit 1, Exhibit 1A, or Exhibit 1B hereto, as applicable, as the number of days of such Regular Season then past bears to the total number of days of such Regular Season, plus the reasonable traveling expenses of the Player to his home.

(f) If the Team proposes to terminate this Contract in accordance with subparagraph (a) of this Paragraph 16, it must first comply with the following waiver procedure:

(i) The Team shall request the NBA Commissioner to request waivers from all other clubs. Such waiver request may not be withdrawn.

(ii) Upon receipt of the waiver request, any other NBA Team may claim assignment of this Contract at such waiver price as may be fixed by the League, the priority of claims to be determined in accordance with the NBA Constitution and By-Laws.

(iii) If this Contract is so claimed, the Team agrees that it shall, upon the assignment of this Contract to the claiming Team, notify the Player of such assignment as provided in Paragraph 10(c) hereof, and the Player agrees he shall report to the assignee Team as provided in said Paragraph 10(c).

(iv) If the Contract is not claimed prior to the expiration of the waiver period, it shall terminate and the Team shall promptly deliver written notice of termination to the Player.

(v) The NBA shall promptly notify the Players Association of the disposition of any waiver request.

Exhibit A A-21

(vi) To the extent not inconsistent with the foregoing provisions of this subparagraph (f), the waiver procedures set forth in the NBA Constitution and By -Laws, a copy of which, as in effect on the date of this Contract, is attached hereto, shall govern.  
(g) Upon any termination of this Contract by the Player, all obligations of the Team to pay Compensation shall cease on the date of termination, except the obligation of the Team to pay the Player's Compensation to said date.

17. DISPUTES.

In the event of any dispute arising between the Player and the Team relating to any matter arising under this Contract, or concerning the performance or interpretation thereof (except for a dispute arising under Paragraph 9 hereof or as provided in Paragraph 14 above), such dispute shall be resolved in accordance with the Grievance and Arbitration Procedure set forth in Article XXXI of the CBA.

18. PLAYER NOT A MEMBER.

Nothing contained in this Contract or in any provision of the NBA Constitution and By -Laws shall be construed to constitute the Player a member of the NBA or to confer upon him any of the rights or privileges of a member thereof.

19. RELEASE.

The Player hereby releases and waives any and all claims he may have, or that may arise during the term of this Contract, against (a) the NBA and its related entities, the NBAGL and its related entities, and every member of the NBA or the NBAGL, and every director, officer, owner, stockholder, trustee, partner, and employee of the NBA, NBAGL, and their respective related entities and/or any member of the NBA or NBAGL and their related entities (excluding persons employed as players by any such member), and (b) any person retained by the NBA and/or the Players Association in connection with the NBA/NBPA Anti-Drug Program, the Grievance Arbitrator, the System Arbitrator, and any other arbitrator or expert retained by the NBA and/or the Players Association under the terms of the CBA, in both cases (a) and (b) above, arising out of, or in connection with, and

A-22 Exhibit A

whether or not by negligence, (i) any injury that is subject to the provisions of Paragraph 7 hereof, (ii) any fighting or other form of violent and/or unsportsmanlike conduct occurring during the course of any practice, any NBAGL game, and/or any NBA Exhibition, Regular Season, Play -In, and/or playoff game (in all cases on or adjacent to the playing floor or in or adjacent to any facility used for such practices or games), (iii) the testing procedures or the imposition of any penalties set forth in Paragraph 8 hereof and in the NBA/NBPA Anti -Drug Program, (iv) the provisions set forth in Paragraphs 13(f), 14(a) , and 14(b) above , or (v) any injury suffered in the course of his employment as to which he has or would have a claim for workers' compensation benefits. The foregoing shall not apply to any claim of medical malpractice against a Team -affiliated physician or other medical personnel.

20. ENTIRE AGREEMENT.

This Contract (including any Exhibits hereto) contains the entire agreement between the parties and, except as provided in the CBA, sets forth all components of the Player's Compensation from the Team or any Team Affiliate, and there are no other agreements or transactions of any kind (whether disclosed or undisclosed to the NBA), express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind (whether disclosed or undisclosed to the NBA) (a) concerning any future Renegotiation, Extension, or other amendment of this Contract or the entry into any new Player Contract, or (b) involving compensation or consideration of any kind (including, without limitation, an investment or business opportunity) to be paid, furnished, or made available to the Player, or any person or entity controlled by, related to, or acting with authority on behalf of the Player, by the Team or any Team Affiliate.

Exhibit A A- 23  
EXAMINE THIS CONTRACT CAREFULLY  
BEFORE SIGNING IT.  
THIS CONTRACT INCLUDES EXHIBITS \_\_\_\_\_, WHICH ARE  
ATTACHED HERETO AND MADE A PART HEREOF.  
IN WITNESS WHEREOF the Player has hereunto signed his name and  
the Team has caused this Contract to be executed by its duly authorized  
officer.  
Dated: By:  
Title:  
Team:

Dated: By:  
Player:  
Player's Address:

A-24 Exhibit A  
EXCERPT FROM NBA CONSTITUTION  
MISCONDUCT

35. The provisions of this Article 35 shall govern all Players in the Association, hereinafter referred to as "Players."

(a) Each Member shall provide and require in every contract with any of its Players that they shall be bound and governed by the provisions of this Article. Each Member, at the direction of the Board of Governors or the Commissioner, as the case may be, shall take such action as the Board or the Commissioner may direct in order to effectuate the purposes of this Article.

(b) The Commissioner shall direct the dismissal and perpetual disqualification from any further association with the Association or any of its Members, of any Player found by the Commissioner after a hearing to have been guilty of offering, agreeing, conspiring, aiding, or attempting to cause any game of basketball to result otherwise than on its merits.

(c) If in the opinion of the Commissioner any act or conduct of a Player at or during an Exhibition, Regular Season, Play-In, or Playoff game has been prejudicial to or against the best interests of the Association or the game of basketball, the Commissioner shall impose upon such Player a fine not exceeding \$100,000, or may order for a time the suspension of any such Player from any connection or duties with Exhibition, Regular Season, Play-In, or Playoff games, or he may order both.

(d) The Commissioner shall have the power to suspend for a definite or indefinite period, or to impose a fine not exceeding \$100,000, or inflict both such suspension and fine upon any Player who, in his opinion, (i) shall have made or caused to be made any statement having, or that was designed to have, an effect prejudicial or detrimental to the best interests of basketball or of the Association or of a Member, or (ii) shall have been guilty of conduct that does not conform to standards of morality or fair play, that does not comply at all times with all federal, state, and local laws, or that is prejudicial or detrimental to the Association.

(e) Any Player who, directly or indirectly, entices, induces, persuades or attempts to entice, induce, or persuade any Player, Coach, Trainer, General Manager, or any other person who is under contract to any other Member



Exhibit A A-25

of the Association to enter into negotiations for or relating to his services or negotiates or contracts for such services shall, on being charged with such tampering, be given an opportunity to answer such charges after due notice and the Commissioner shall have the power to decide whether or not the charges have been sustained; in the event his decision is that the charges have been sustained, then the Commissioner shall have the power to suspend such Player for a definite or indefinite period, or to impose a fine not exceeding \$100,000, or inflict both such suspension and fine upon any such Player.

(f) Any Player who, directly or indirectly, wagers money or anything of value on any game or event in the Association or in the NBA G League shall, on being charged with such wagering, be given an opportunity to answer such charges after due notice, and the decision of the Commissioner shall be final, binding, and conclusive and unappealable. The penalty for such offense shall be within the absolute and sole discretion of the Commissioner and may include a fine, suspension, expulsion, and/or perpetual disqualification from further association with the Association or any of its Members.

(g) Except for a penalty imposed under Paragraph (f) of this Article 35:

(i) any challenge by a Team to the decisions and acts of the Commissioner pursuant to Article 35 shall be appealable to the Board of Governors, who shall determine such appeals in accordance with such rules and regulations as may be adopted by the Board in its absolute and sole discretion, and

(ii) any challenge by a Player to the decisions or acts of the Commissioner pursuant to Article 35 shall be governed by the provisions of Article XXXI

of the NBA/NBPA Collective Bargaining Agreement then in effect.

A-26 Exhibit A  
EXCERPT FROM NBA BY -LAWS

5.01. Waiver Right . Except for sales and trading between Members in accordance with these By -Laws, no Member shall sell, option, or otherwise assign the contract with, right to the services of, or right to negotiate with, a Player without complying with the waiver procedure prescribed by this Constitution and By -Laws.

5.02. Waiver Price . The waiver price shall be \$1,000 per Player.

5.03. Waiver Procedure . A Member desiring to secure waivers on a Player shall notify the Commissioner or the Commissioner's designee, who shall, on behalf of such Member, immediately notify all other Members of the waiver request. Such Player shall be assumed to have been waived unless a Member shall notify the Commissioner or the Commissioner's designee in accordance with Section 5.04 of a claim to the rights to such Player. Once a Member has notified the Commissioner or the Commissioner's designee of its desire to secure waivers on a Player, such notice may not be withdrawn. A Player remains the financial responsibility of the Member placing him on waivers until the waiver period set by the Commissioner or the Commissioner's designee has expired.

5.04. Waiver Period . If the Commissioner or the Commissioner's designee distributes notice of request for waiver, any Members wishing to claim rights to the Player shall do so by giving notice by telephone and in a Writing of such claim to the Commissioner or the Commissioner's designee within forty -eight (48) hours after the time of such notice. A Team may not withdraw a claim to the rights to a Player on waivers. Notwithstanding Article 40 of the NBA Constitution, Saturdays, Sundays , and legal holidays shall be included when computing the above -referenced waiver period.

5.05. Waiver Preferences .

(a) In the event that more than one (1) Member shall have claimed the rights to a Player placed on waivers, the claiming Member with the lowest team standing at the time the waiver was requested shall be entitled to acquire the rights to such Player. If the request for waiver shall occur after the last day of the Season and before 11:59 p.m. eastern time on the following November 30, the standings at the close of the previous Season shall govern.

Exhibit A A-27

(b) If the winning percentage of two (2) claiming Teams are the same, then the tie shall be determined, if possible, on the basis of the Regular Season Games between the two (2) Teams during the Season or during the preceding Season, as the case may be. If still tied, a toss of a coin shall determine priority. For the purpose of determining standings, both Conferences of the Association shall be deemed merged and a consolidated standing shall control.

5.06. Players Acquired Through Waivers . A Member who has acquired the rights and title to the contract of a Player through the waiver procedure may not sell or trade such rights for a period of thirty (30) days after the acquisition thereof; provided, however, that if the rights to such Player were acquired between Seasons, the 30 -day period described herein shall begin on the first day of the next succeeding Season.

5.07. Additional Waiver Rules . The Commissioner or the Board of Governors may from time to time adopt additional rules (supplementary to those set forth in this Section 5) with respect to the operation of the waiver procedure. Such rules shall not be inconsistent with the provisions of this Section 5 and shall apply to but shall not be limited to the mechanics of notice, inadvertent omission of notification to a Member, and rules of construction as to time.

A-28 Exhibit A  
AGENT CERTIFICATION  
(To be completed only if Player was represented by an agent who negotiated the terms of this Contract.)  
I, the undersigned, having negotiated this Contract on behalf of \_\_\_\_\_, do hereby swear and certify, under penalties of perjury, that the terms of Paragraph 20 of this Contract ("Entire Agreement") are true and correct to the best of my knowledge and belief.

Player Representative

(Print or Type Name of Player Representative)

State of \_\_\_\_\_  
County of \_\_\_\_\_  
On \_\_\_\_\_, before me personally came \_\_\_\_\_ and acknowledged to me that he/she had executed the foregoing Agent Certification.

Notary Public

Exhibit A A- 29  
UNIFORM PLAYER CONTRACT  
Exhibit 1 — Compensation  
Player:  
Team:  
Date:  
Season Current Base  
Compensatfon Deferred Base  
Compe nsation

Payment Schedule (if different from P aragraph 3):  
Current Base:  
Deferred  
Base:  
Signing Bonus (include dates of payment):

Incentive Compensation (include dates of payment):

Other Arrangements :

Initialed:

Player  
Team

A-30 Exhibit A  
UNIFORM PLAYER CONTRACT  
Exhibit 1A — Compensation: Minimum Player Salary  
Player:  
Team:  
Date:  
Season Current Base  
Compensation Deferred Base  
Compensation

This Contract is intended to provide for a Base Compensation for the \_\_\_\_\_ Season(s) equal to the Minimum Player Salary for such Season(s) (with no bonuses of any kind) and shall be deemed amended to the extent necessary to so provide.  
Payment Schedule (if different from P aragraph 3):

Other Arrangements :

Initialed:

Player  
Team

Exhibit A A- 31  
UNIFORM PLAYER CONTRACT  
Exhibit 1B — Compensation: Two -Way Player Salary  
Player:  
Team:  
Date:  
Season Two-Way Player Salary

This Contract is intended to provide for a Base Compensation for the \_\_\_\_\_ Season(s) equal to the Two -Way Player Salary for such Season(s) (with no bonuses of any kind) and shall be deemed amended to the extent necessary to so provide.  
Payment Schedule (if different from P aragraph 3):  
Standard NBA Contract Conversion Option: Team shall have the option to convert this Contract to a Standard NBA Contract (“Standard NBA Contract Conversion Option”). Team’s Standard NBA Contract Conversion Option may be exercised by providing written notice to Player that is either personally delivered to Player or his repesentative or sent by email or pre -paid certified, registered, or overnight mail to the last known address of Player or his representative with a copy to the Players Association and the NBA. If Team exercises the Standard NBA Contract Conversion Option, the Base Compensation amount set forth above in this Exhibit 1B will immediately become null and void and of no further force or effect, Player’s Compensation shall be equal to the Player’s applicable Minimum Player Salary for a term equal to the remainder of the origin al term of this Contract beginning on the date such option is exercised, and all other terms and conditions of this Contract, including the Base Compensation protection set forth in Exhibit 2 (if any), shall remain applicable.  
Initialed:  
  
Player  
Team

A-32 Exhibit A  
UNIFORM PLAYER CONTRACT  
Exhibit 2 — Compensation Protection  
Player:  
Team:  
Date:  
Season Type of  
Protection Amount of  
Protection Additional  
Conditions or  
Limitations

Automatic Stretch Provision: In the event that the Team terminates this Contract (resulting in the Player’s separation of service from the Team), and the Team is obligated thereafter to make payments to the Player pursuant to this Exhibit 2, such payments shall be made in accordance with the following schedule:

(1) If, as of the date of the Player’s separation from service, the aggregate amount owed to the Player pursuant to this Exhibit 2 is five hundred thousand dollars (\$500,000) or less, such amount shall be paid in accordance with the semi -monthly installments prescribed by the payment schedule set forth in this Contract. Each installment shall equal the amount of Base Compensation that was due per pay period for the applicable Season immediately before the Player’s separation until the aggregate amount of the remaining Base Compensation owed to the Player pursuant to this Exhibit 2 is paid in full.

(2) If, as of the date of the Player’s separation from service, the aggregate amount owed to the Player pursuant to this Exhibit 2 exceeds five hundred thousand dollars (\$500,000), such amount shall be paid as follows:



Exhibit A A-33

(i) The Base Compensation, if any, owed to the Player pursuant to this Exhibit 2 with respect to the "current season" (as defined below) at the time when the request for waivers on the Player is made shall be paid in accordance with the payment schedule set forth in this Contract. Each installment shall equal the amount of Base Compensation that was due per pay period immediately before the Player's separation until the aggregate amount of the remaining Base Compensation owed to the Player pursuant to this Exhibit 2 with respect to the current season is paid in full. For purposes of this Paragraph 2 only, the "current season" means the period from September 1 through June 30.

(ii) The remaining Base Compensation, if any, owed to the Player pursuant to this Exhibit 2 shall be aggregated and paid in equal amounts per year over a period equal to twice the number of NBA Seasons (including any Season covered by a Player Option Year) remaining on this Contract following the date upon which the request for waivers occurred, plus one NBA Season. For this purpose, if the request for waivers is made during the period from September 1 through June 30, the number of NBA Seasons remaining on this Contract shall not include the current season (as defined in subparagraph (i) above). The rescheduled payments described above shall be paid over the applicable number of NBA Seasons in equal semi-monthly installments on the payment dates prescribed by Paragraph 3(a) of this Contract.

For purposes of Section 409A of the Internal Revenue Code, each installment of the amount payable pursuant to this Exhibit 2 shall be treated as a separate payment.

Standard Conditions or Limitations : The Player's Base Compensation protection for each Season hereunder shall not be applicable if the Player's lack of skill, death, injury or illness, and/or mental disability (as applicable) results from the Player's:

(1) participation in activities prohibited by Paragraph 12 of the Contract (as such Paragraph may be modified by Exhibit 5), which includes, among other things, engaging in any activity that a reasonable person

A-34 Exhibit A

would recognize as involving or exposing the participant to a substantial risk of bodily injury including, but not limited to (i) sky-diving, hang gliding, snow skiing, rock or mountain climbing (as distinguished from hiking), water or jet skiing, whitewater rafting, rappelling, bungee jumping, trampoline jumping and mountain biking; (ii) any fighting, boxing, or wrestling; (iii) using fireworks or participating in any activity involving firearms or other weapons; (iv) riding on electric scooters or hoverboards; (v) driving or riding on a motorcycle or moped or four-wheeling/off-roading of any kind; (vi) riding in or on any motorized vehicle in any kind of race or racing contest; (vii) operating an aircraft of any kind; (viii) engaging in any other activity excluded or prohibited by or under any insurance policy which the Team procures against the injury, illness, or disability to or of the Player, or death of the Player, for which the Player has received written notice from the Team prior to the execution of this Contract; or (ix) participating in any game or exhibition of basketball, football, baseball, hockey, lacrosse, or other team sport or competition;

(2) intentional self-inflicted injury, attempted suicide, and/or suicide;

(3) abuse of alcohol;

(4) use of any Prohibited Substance or controlled substance;

(5) abuse of or addiction to prescription drugs;

(6) conduct occurring during a commission of any felony for which the player is convicted (including by a plea of guilty, no contest, or nolo contendere);

(7) participation in any riot, insurrection, or war or other military activities; or

(8) failure to comply with the requirements of Paragraphs 7(d) -(i) of this Contract.

Exhibit A A- 35  
Additional Conditions or Limitations :

Initialed:

Player  
Team

A-36 Exhibit A  
UNIFORM PLAYER CONTRACT  
Exhibit 3 — Prior Injury Exclusion

Player:

Team:

Date:

The Player's right to receive his Compensation as set forth in Paragraphs 7(c), 16(a)(iii), 16(b) of this Contract, or otherwise is limited or eliminated with respect to the following reinjury of the injury or aggravation of the condition set forth below:

Describe injury or condition:

Describe the extent to which liability for Compensation is limited or eliminated:

Initialed:

Player

Team

Exhibit A A- 37  
UNIFORM PLAYER CONTRACT  
Exhibit 4 — Trade Payments

Player:  
Team:  
Date:  
In the event this Contract is traded by the Team executing the Contract  
to another NBA Team, the Player shall be entitled to receive from the  
assignor Team, within thirty (30) days of the date of such trade, the following  
payment:

Initialed:  
  
Player  
Team

A-38 Exhibit A  
UNIFORM PLAYER CONTRACT  
Exhibit 5 — Other Activities

Player:

Team:

Date:

Notwithstanding the provisions of P aragraph 12 of this Contract, the  
Player and the Team agree that the Player need not obtain the consent of  
the Team in order to engage in the activities set forth below:

Initialed:

Player

Team

Exhibit A A- 39  
UNIFORM PLAYER CONTRACT  
Exhibit 6 — Physical Exam

Player:

Team:

Date:

The Player and the Team agree that this Contract will be invalid and of no force and effect unless the Player passes, in the sole discretion of the Team, exercised in good faith, in consultation with one or more of the Team’s physicians, a physical examhnation in accordance with Article II, Section 13(h) of the CBA that is (i) conducted within three (3) business days of the execution of this Contract, and (ii) the results of which are reported by the Team to the Player within six (6) business days of the execution of this Contract. The Player agrees to supply complete and truthful information in connection with any such examinations.

Initialed:

Player

Team

A-40 Exhibit A  
UNIFORM PLAYER CONTRACT  
Exhibit 7 — Substitution for UPC Paragraph 7(b)  
Player:  
Team:  
Date:

Paragraph 7(b) is hereby deleted and the following shall be substituted in place and insteab thereof:

“7. (b) The Player agrees, notwithstanding any other provision of this Contract, that he will to the best of his ability maintain himself in physical condition sufficient to play skilled basketball at all times. If the Player, in the reasonable judgment of the physician designated for that purpose by the Team, is not in good physical condition at the date of his first scheduled game for the Team, or if, at the beginning of or during any Season, he fails to remain in good physical condition, in eit her event so as to render the Player unfit in the reasonable judgment of said physician to play skilled basketball, the Team shall have the right to suspend the Player for successive one-week periods until the Player, in the reasonable judgment of the Team ’s physician, is in good physical condition; provided, however, that at the end of each such one -week period of suspension, if the Team notifies the Player, orally or in writing, that in its reasonable judgment it believes the Player is still not in good physical condition, and if the Player so requests, then the Player shall be examined by a physician or physicians designated for such purpose by the President, or any Vice President if the President is not available, of the American Society of Orthopedic Ph ysicians, or equivalent organization (the “Reviewing Physician”), whose sole judgment concerning the physical conditioe of the Player to play skilled basketball shall be binding upon the Team and the Player for purposes of this P aragraph. The suspension of the Player shall be terminated promptly upon the failure of the Team to give the Player the notice required at the end of the one -week period or upon the finding of said Reviewing Physician that the Player is in physical condition sufficient to play skil led basketball. In the event of a suspension permitted hereunder, the Compensation (excluding any signing bonus or Incentive Compensation) payable to the Player for any Season during such suspension shall be reduced in the same proportion as the



Exhibit A A- 41  
length of the period of disability so determined bears to the length of the  
Season. Nothing in this P aragraph 7(b) shall authorize the Team to suspend  
the Player solely because the Player is injured or ibl.”

Initialed:  
Player  
Team

A-42 Exhibit A  
UNIFORM PLAYER CONTRACT  
Exhibit 8 — Sign and Trade

Player:

Team:

Date:

The Player and the Team agree that this [Contract] [amendment] will be invalid and of no force and effect unless the [Contract] [amendment] is traded to the [assignee Team] within forty -eight (48) hours of its execution, and all conditions to such trade are ultimately satisfied.

Initialed:

Player

Team

Exhibit A A- 43  
UNIFORM PLAYER CONTRACT  
Exhibit 9 — One -Season, Non- Guaranteed Training Camp  
Contracts  
Player:  
Team:  
Date:

The Player’s right to receive any Compensation under this Contract (other than Compensation in accordance with P aragraph 3(b) and/or Exhibit 10 if such exhibit is contained ig this Contract) is eliminated in the event the Contract is terminated prior to the first day of the Regular Season covered by the Contract; provided, however, that if the Player is injured as a direct result of playing for the Team and, ackordingly, would have been entitled (but for this Exhibit 9) to Compensation pursuant to Paragraph s 7(c), 16(a)(iii), 16(b), or otherwise, the Team’s sole liability (other than Compensation in accordance with P aragraph 3(b) and/or Exhibit 10 if such exhibit is contained in this Contract) shall be to pay the Player \$15,000 upon termination of the Player ’s Contract.

Initialed:  
  
Player  
Team

A-44 Exhibit A  
UNIFORM PLAYER CONTRACT  
Exhibit 10 — NBAGL Bonus and Two -Way Playei Conversion

Player:  
Team:  
Bonus Amount\*:  
NBAGL Affiliate:  
Conversion Protection Amount:  
Date:

Contract Termination/NBAGL : In the event this Contract is terminated by the Team in accordance with the NBA waiver procedure prior to the first day of the NBA Regular Season, the Player shall be entitled to receive from the Team the Bonus Amount (if applicable) provided above, provided that the Player (a) signs with the NBAGL prior to the deadline set by the NBAGL for NBAGL teams to designate affiliate players, (b) is initially assigned by the NBAGL to the NBAGL affiliate listed above (or the NBAGL affiliate of any Team that acquire s the Contract, if applicable) and timely reports to such affiliate, (c) does not leave the NBAGL ( e.g., by buying out his contract with the NBAGL pnd signing a contract with an international team) priok to providing sixty (60) consecutive days of service during the NBAGL Season (the “60 -Day Service Period”), provided that, in the event the player is signed to one or more Contract(s) by the Team prior to completing the 60 -Day Service Period, the Player shall still satisfy this clause (c) if he timely return s to the Teaw’s NBAGL affiliate upon the completion or termination of such Contract(s) and completes the outstanding portion of the 60 -Day Service Period, with such bonus payable (if applicable) within thirty (30) days of satisfying the above criteria. Fo r clarity, a player will not satisfy clause (c) if at any time prior to completing the 60 -Day Service Period he signs a contract with a professional basketball team other than the Team. In the event the Player fails to satisfy clause (c) because his contr act with thm NBAGL is terminated as a result of an injury resulting directly from his playing for the Team’s NBAGL affiliate, such player shall nonetheless be entitled to receive from the Team the Bonus Amount.

Exhibit A A-45

Contract Termination During Regular Season : If this Contract is not terminated by the Team in accordance with the NBA waiver procedure prior to the first day of the NBA Regular Season, notwithstanding the absence of an Exhibit 2, the Contract shall be protected for lack of skill and injury or illness at an amount equal to the Conversion Protection Amount in this Exhibit 10.

Two-Way Player Conversion Option : Team shall have the option to convert this Contract to a Two-Way Contract ("Two-Way Player Conversion Option"); provided, however, that (a) such option must be exercised prior to the first day of the NBA Regular Season, and (b) may not be exercised if it would result in a violation of Article X, Section 4(d) of the CBA. Team's Two-Way Player Conversion Option may be exercised by providing written notice to Player that is either personally delivered to Player or his representative or sent by email or pre-paid certified, registered, or overnight mail to the last known address of Player or his representative with a copy to the Players Association and the NBA. If Team exercises the Two-Way Player Conversion Option, this Contract's Exhibit 1A will immediately become null and void and of no further force or effect and the Player's Compensation shall be equal to the Two-Way Player Salary applicable for such Season. Further, upon conversion, the Player's right to the Bonus Amount (if applicable) set forth above pursuant to this Exhibit 10 will be rescinded and the Player's Contract, notwithstanding the absence of an Exhibit 2, shall be protected for lack of skill and injury or illness at an amount equal to the Conversion Protection Amount in this Exhibit 10. All other terms and conditions of this Contract shall remain applicable.

Standard NBA Contract Conversion Option: In the event the Two-Way Player Conversion Option is exercised by the Team, Team shall thereafter have the option to convert the Contract to a Standard NBA Contract ("Standard NBA Contract Conversion Option"). Team's Standard NBA Contract Conversion Option may be exercised by providing written notice to Player that is either personally delivered to Player or his representative or sent by email or pre-paid certified, registered, or overnight mail to the last known address of Player or his representative with a copy to the Players Association and the NBA. If Team exercises the Standard NBA Contract Conversion Option, the Base Compensation amount applicable to the Two-Way Contract as set forth in this Exhibit 10 will immediately become null and void and of no further force or effect, Player's Compensation shall be equal to the Player's applicable Minimum Player

A-46 Exhibit A

Salary for such Season beginning on the date such option is exercised, and all other terms and conditions of this Contract, including the Base Compensation protection set forth in this Exhibit 10, shall remain applicable.  
\*Bonus Amount must be equal to the Conversion Protection Amount and may only be included if Team has an NBAGL Affiliate.

Initialed:

Player  
Team

Exhibit B B-1  
EXHIBIT B

BASELINE ROOKIE SALARY SCALE

(\$000'S)  
Pick 1st Year  
Salary 2nd Year  
Salary 3rd Year  
Option  
Salary 4th Year  
Option:  
Percentage  
Increase  
Over 3rd  
Year Salary Qualifying  
Offer:  
Percentage  
Increase  
Over 4th  
Year Salary

1	9,212,600	9,673,400	10,134,000	26.1%	40.0%
2	8,242,700	8,655,000	9,067,200	26.2%	40.5%
3	7,402,200	7,772,100	8,142,400	26.4%	41.2%
4	6,673,700	7,007,500	7,341,300	26.5%	41.9%
5	6,043,500	6,345,400	6,647,700	26.7%	42.6%
6	5,489,000	5,763,400	6,038,100	26.8%	43.4%
7	5,010,800	5,261,500	5,511,800	27.0%	44.1%
8	4,590,500	4,820,100	5,049,600	27.2%	44.8%
9	4,219,600	4,430,800	4,641,700	27.4%	45.5%
10	4,008,600	4,209,000	4,409,300	27.5%	46.2%
11	3,808,200	3,998,700	4,189,200	32.7%	46.9%
12	3,617,900	3,798,900	3,979,800	37.8%	47.6%
13	3,436,900	3,608,900	3,780,700	42.9%	48.3%
14	3,265,300	3,428,500	3,591,900	48.1%	49.1%
15	3,101,700	3,256,800	3,411,900	53.3%	49.8%
16	2,946,800	3,094,100	3,241,600	53.4%	50.5%
17	2,799,300	2,939,300	3,079,300	53.6%	51.2%
18	2,659,500	2,792,300	2,925,400	53.8%	51.9%
19	2,539,700	2,666,600	2,793,900	54.0%	52.6%
20	2,438,000	2,559,900	2,681,600	54.2%	53.3%
21	2,340,500	2,457,600	2,574,700	59.3%	54.1%
22	2,247,000	2,359,300	2,471,600	64.5%	54.8%
23	2,157,200	2,265,200	2,372,700	69.7%	55.5%
24	2,071,000	2,174,500	2,278,100	74.9%	56.2%
25	1,987,900	2,087,200	2,186,900	80.1%	56.9%
26	1,922,100	2,018,100	2,114,200	80.3%	57.6%
27	1,866,600	1,960,000	2,053,500	80.4%	58.3%
28	1,855,000	1,948,100	2,040,700	80.5%	59.0%
29	1,841,700	1,933,700	2,025,900	80.5%	60.0%
30	1,828,300	1,919,600	2,011,300	80.5%	60.0%

Exhibit C C-1  
EXHIBIT C

BASELINE MINIMUM ANNUAL SALARY SCALE

Years of Service	Year 1	Year 2	Year 3	Year 4	Year 5
0	1,017,781				
1	1,637,966	1,719,864			
2	1,836,090	1,927,896	2,019,699		
3	1,902,133	1,997,238	2,092,344	2,187,451	
4	1,968,175	2,066,585	2,164,993	2,263,403	2,361,812
5	2,133,278	2,239,943	2,346,606	2,453,270	2,559,934
6	2,298,385	2,413,304	2,528,221	2,643,140	2,758,060
7	2,463,490	2,586,665	2,709,839	2,833,013	2,956,189
8	2,628,597	2,760,026	2,891,458	3,022,889	3,154,319
9	2,641,682	2,773,765	2,905,850	3,037,934	3,170,018
10+	2,905,851	3,051,144	3,196,438	3,341,730	3,487,023



Exhibit D D-1  
EXHIBIT D

BRI EXPENSE RATIOS  
Team and Related Party Expenses,  
Article VII, Section 1(a)(6)(v)  
Category    Ratio of Expenses to Revenues

Uniform Expense Cap    11.1%

League Expenses, Article VII, Section 1(a)(1)(ix)  
Category    Ratio of Expenses to Revenues

Fponsorships    19%  
NBA Entertainment    35%  
International Television    22%  
Special Events    100%

Exhibit E E-1  
EXHIBIT E

NOTICE TO VETERAN PLAYERS CONCERNING  
SUMMER LEAGUES

- 1. Under the Uniform Player Contract and the Collective Bargaining Agreement between the NBA and the Players Association, the Team cannot require players to participate in any summer league.
- 2. The failure of a player to participate in a summer league will not, by itself, prejudice or disadvantage such player in his Team standing or relationship.
- 3. The Team reserves the right to determine how many and which players it may enroll in any summer league.

We would appreciate your signing in the space provided below to acknowledge that you have freely chosen to participate in summer league play on a voluntary basis during the summer of \_\_\_\_.

Agreed to and Accepted:

(Name of Player)

(Date)

Exhibit F F-1  
EXHIBIT F

JOINT NBA/NBPA POLICY ON DOMESTIC  
VIOLENCE, SEXUAL ASSAULT, AND CHILD ABUSE

Through this Policy, the National Basketball Asscciation (“NBA”) and the National Basketball Players Association (“NBPA”) (collectively, “the Parties”) have agreed to work together to address domestic violence, sexual assault, and child abuse in the NBA.

Covered Behavior

Acts that constitute domestic violence, sexual assault, and child abuse are prohibited at all times and regardless of where they occur.

For purposes of this Policy, “domestic violence” includes, but is not limited to, any actual or attempted violent act that is committed by one party in an intimate or family relationship against another party in that relationship. Such an act may include physical assault or battery, sexual assault, stalking, harassment, or other forms of physical or psychological abuse. It may also include behavior that intimidates, manipulates, humiliates, isolates, frightens, terrorizes, coerces, threatens, injures, or places another person in fear of bodily harm. Domestic violence can be perpetrated by current or former spouses, current or former domestic or same sex partners, persons who are living together or have cohabitated, persons with children in common, persons who have or had an intimate or dating relationship, and family members. Domestic violence can be a single act or a pattern of behavior in a relationship.

For purposes of this Policy, “sexual assault” includes, but is not limited to, any actual or attempted sexual contact or act to w hich one party has not consented. Lack of consent is deemed to exist when a person uses or threatens the use of force, harassment, or any other form of coercion against another. Lack of consent is also deemed to exist when a person is mentally incapable of giving consent, as a result of disability, incapacitation, intoxication, or otherwise.

For purposes of this Policy, “child abuse” includes, but is not limited to, any act or failure to act by a parent, caregiver, or adult that results in death,

F-2 Exhibit F

serious physical or emotional harm, or sexual or other exploitation of a child. Child abuse also includes behavior that poses an imminent risk of such harm to a child.

Policy Committee

The Parties shall establish a joint committee to provide education, support, treatment, referrals, counseling, and other resources for players, their family members, and others at risk (the "Policy Committee"). The Policy Committee will be comprised of two representatives from the NBA and two representatives from the NBPA (the "Party Representatives"), as well as three independent experts with experience in domestic violence, sexual assault, and/or child abuse (the "Expert Representatives"). All decisions of the Policy Committee shall be made by a majority vote, unless otherwise stated in this Policy, and shall be final, binding, and unappealable. The Party Representatives shall jointly select the three Expert Representatives to serve on the Policy Committee within 60 days of the issuance of this Policy. There shall be at least one Expert Representative on the Policy Committee at all times with specific expertise in each of the three subject areas ( i.e., domestic violence, sexual assault, and child abuse). The Expert Representatives will each serve for the duration of this Policy; provided, however, that either the NBA or the NBPA may discharge any of them on an annual basis by serving written notice upon the Expert Representative(s) and upon the other Party within 60 days of the anniversary of the appointment of such person. If an Expert Representative is discharged, the Party Representatives shall jointly select a successor Expert Representative within 30 days of the notice of discharge. In the event that the Party Representatives are unable to agree upon and jointly select any or all of the Expert Representatives within 60 days of the issuance of this Policy or within 30 days of the notice of any discharge of an Expert Representative, the following process will be implemented. Within five days following the deadline to select the Expert Representative(s), the Party Representatives shall exchange lists containing the names and qualifications of three proposed Expert Representatives per open position. Within five days following the exchange of such lists, the Party Representatives shall jointly select from that group of individuals the Expert Representative(s) needed to serve on the Policy Committee. If they are

Exhibit F F-3

unable to do so, then, within an additional three -day period, the Party Representatives shall engage in a process of alternatively striking names from the lists until one name remains for each open position, and such person(s) shall be appointed as the Expert Representative(s).

Training and Education

The Parties seek to prevent incidents of domestic violence, sexual assault, and child abuse from occurring through educational programs and awareness training.

The Policy Committee will implement and oversee all training and educational programs for NBA players that address issues of domestic violence, sexual assault, and child abuse, and shall make all determinations related thereto including, but not limited to, the staffing, content, format, and frequency of such programs. The Policy Committee will annually review such programs to ensure that they are effective and that the content is appropriate, thorough, and properly communicated to the players.

Hotline

Within 60 days of the issuance of this Policy, the Parties shall jointly select a service provider to support a 24 -hour, confidential hotline that can be used by players, their families, and other victims of domestic violence, sexual assault, and child abuse as defined by this Policy to seek assistance and referrals (the "Service Provider").

If the Parties are unable to do so, then, within five days following the deadline to select the Service Provider, they shall exchange lists containing the names, qualifications, and cost of three proposed Service Providers. Within five days following the exchange of such lists, the Parties shall jointly select the Service Provider. If the Parties are unable to do so, then, within an additional three -day period, they shall engage in a process of alternatively striking names from the lists until one name remains, and such organization shall be appointed as the Service Provider.

F-4 Exhibit F

Treatment and Intervention

1. General

The NBA or the NBPA may refer a player to the Policy Committee in any of the following circumstances:

- a. As part of a disciplinary determination of the Commissioner for conduct in violation of this Policy; or
- b. After a Player is criminally convicted of an offense that involves conduct in violation of this Policy.

The Policy Committee will also be available as a resource to any player who voluntarily seeks assistance.

Once a player has been referred to the Policy Committee, an expert selected by the Policy Committee will conduct an initial evaluation of the player as soon as is practicable. Following such evaluation, the Policy Committee will develop a Treatment and Accountability Plan ("TAP") for the player, as may be appropriate. As part of the TAP, the Policy Committee may require that the player submit to psychological or other evaluations and/or attend counseling sessions with a licensed professional, and take other steps that it deems necessary. In developing the TAP, the Policy Committee will take into account any treatment or counseling that the player may have initiated on his own or pursuant to a criminal resolution of any charges against him.

The Policy Committee will oversee the player's compliance with any TAP, and shall provide additional support to the player as needed. Any treating professionals shall provide regular, written status reports to the Policy Committee that detail the player's progress and compliance with the TAP. The Policy Committee may periodically revise, modify, extend, or close the TAP on its own initiative, on the recommendation of the player's treating professional(s), or upon petition of the player. All information related to a player's involvement with the Policy Committee shall be kept confidential.

Exhibit F F-5

The Policy Committee shall determine whether the player has successfully completed his TAP, and may also issue a revised TAP at any time. A player must receive a certification of completion from the Policy Committee in order to conclude his treatment and the oversight of the Policy Committee.

2. Non-Compliance

Players are required to comply with the directives of the Policy Committee, including with his TAP. If the Policy Committee determines that a player has failed to comply without a reasonable explanation, it shall notify the NBA. For the first such instance of non-compliance, the NBA shall issue a warning to the player. If such non-compliance continues for

three additional days after the warning is issued, or for the second or any additional instances of non-compliance as determined by the Policy Committee, the NBA shall fine the player in the amount of \$10,000 for each day that he fails to comply. Such fines shall continue until the player has, in the judgment of the Policy Committee, resolved

If the Policy Committee determines that a player has demonstrated substantial non-compliance, without a reasonable explanation, through a pattern of behavior that demonstrates a mindful disregard for his treatment responsibilities, it shall notify the NBA, which shall thereupon impose:

a. A one-game suspension for the first instance of substantial non-compliance; and

b. A suspension that is at least one game longer than his immediately preceding suspension for each additional instance of substantial non-compliance and that shall continue until, in the judgment of the Policy Committee, the player resumes full compliance with its directives, including with his TAP.

Costs

Any and all costs of the training, education, treatment, intervention, and other resources described above including, but not limited to, the Policy Committee, Expert Representatives, education and training programs, hotline, experts, and counselors, will be shared equally by the Parties (unless

F-6 Exhibit F

otherwise covered by the NBA Players Group Health Plan or other insurance plan provided to NBA players). The NBPA's share shall be paid by the NBA and included in Player Benefits under Article IV, Section 6 of the CBA. The NBA's share will be excluded from the calculation of Benefits under the CBA.

Investigation of Incidents

The NBA will give the NBPA and the player prompt notice of the commencement of any investigation into an alleged violation of this Policy.

The NBA's investigation may include the use of third party resources including, but not limited to, outside legal counsel, outside investigators, or other individuals with relevant experience or expertise.

The NBA will notify the NBPA when it has concluded its investigation and report whether it believes a violation of the Policy has occurred.

Cooperation

Except in circumstances where the player has a reasonable apprehension of criminal prosecution, players shall cooperate fully with any NBA investigation under this Policy. Any player interviewed by the NBA as part of its investigation is entitled to have a representative from the NBPA present during the interview, and the NBA will provide the NBPA with at least 48 hours' notice before any in-person interview.

Failing to cooperate in full, or interfering in any manner, with an NBA

investigation will subject the non-cooperative individual to discipline consistent with the terms of Article VI, Section 11(a) of the CBA. It may constitute a violation of this cooperation requirement for a player to attempt

to or enter into any agreement with a witness, victim, or other party that would discourage or prevent that individual from cooperating with an NBA investigation. However, the player is under no obligation to demand, request, or otherwise encourage anyone to cooperate with an NBA investigation.



Exhibit F F-7

Administrative Leave

While an investigation is pending, the Commissioner may at any time place the player on administrative leave with pay for a reasonable period of time. The parties agree that administrative leave is not intended to be routinely applied during the pendency of every player investigation under this Policy. Instead, administrative leave should be applied in only those cases in which a balancing of all relevant factors clearly establishes that it is reasonable to do so under the totality of the circumstances.

In deciding whether to place a player on paid administrative leave, the Commissioner shall consider among other relevant factors the following non-exhaustive list of factors:

- The nature and severity of the allegation(s), including whether a weapon was involved and whether any injury was suffered by anyone (including the player);

- Whether the allegations are supported by credible information;

- The relationship between the player and accuser;

- Information regarding the player's history of prior similar conduct, or lack thereof;

- The prior criminal or disciplinary history of the player, or lack thereof;

- The status of any criminal investigation and/or prosecution regarding the alleged incident, including whether any arrests have been made;

- The character of the player;

- The player's reputation within the NBA community;

- The NBA's past practice regarding discipline imposed on a player for similar allegations; and

- The risk of reputational damage to the NBA and/or the player's team.

The NBA will give prompt notice to the NBPA, the player's team, and the player of any decision to place a player on paid administrative leave pursuant to this Policy. The decision to place the player on paid administrative leave pending an investigation shall not preclude further

F-8 Exhibit F

disciplinary action by the Commissioner against the player in accordance with the provisions of this Policy.

While on administrative leave, the player shall be ineligible to play in any of his team's games. However, the player will continue to receive his salary and other welfare benefits to which he would be entitled as an active player. The player and the player's team may also request that the player be allowed to participate in non-public practices, workouts, or other team activities with the consent of the NBA, which shall not be unreasonably withheld.

A player may challenge the decision to be placed on paid administrative leave under the Grievance and Arbitration Procedure of the CBA. In evaluating such a challenge, the Grievance Arbitrator will determine whether it was reasonable for the Commissioner to place the player on administrative leave. A player may also request the Grievance Arbitrator review the length of a period of administrative leave that exceeds seven days. In such a proceeding, the Grievance Arbitrator will determine whether administrative leave in excess of seven days is reasonable based on the totality of the circumstances. Once a player challenges the decision to be placed on paid administrative leave, or the duration of such leave, the hearing before the Grievance Arbitrator must take place within 72 hours.

Discipline

Based on a finding of just cause, the Commissioner may fine, suspend, or dismiss and disqualify from any further association with the NBA and its teams a player who engages in prohibited conduct in violation of this Policy. Repeat offenders will be subject to enhanced discipline. Notwithstanding the foregoing, an admission to, or conviction for, any offense that involves conduct that violates this Policy, whether after trial or upon a plea of guilty, as well as any plea of no contest or nolo contendere, will conclusively establish a violation of this Policy. A violation based on this ground, however, shall in no way limit or prevent the NBA from continuing to investigate the incident. Additionally, such admission, conviction, or plea is not required in order for a Policy violation to have occurred. However, a player who is acquitted after trial in a criminal proceeding may not be subject to disciplinary penalties under this Policy.

Exhibit F F-9

In conjunction with any discipline imposed by the Commissioner for a violation of this Policy, the NBA may also require the player to undergo an evaluation under the supervision of the Policy Committee, to participate in relevant training, education, or counseling programs as determined by the Policy Committee, and/or to perform community service. Any discipline determined by the Commissioner may be referred to the player's team for imposition.

Prior to the determination of any discipline, the Parties shall meet to discuss the matter. This conference shall be considered confidential, and no statements made during the discussion shall be admissible in any subsequent challenge to any discipline imposed on the player.

The Commissioner will determine all discipline under this Policy on a case-by-case basis, upon consideration of all facts and circumstances, including aggravating and mitigating factors.

Potential aggravating factors include, but are not limited to:

- Prior allegations of, or convictions for, prohibited conduct;
- The use of a weapon or other means of coercion;
- The use of, or threat to use, force or violence;
- The vulnerability of the victim;
- The presence of a minor;
- The nature and extent of any injury to the victim; and
- A civil verdict against the player for the underlying conduct.

Potential mitigating factors include, but are not limited to:

- Acceptance of responsibility;
- Evidence of self-defense;
- Complete and truthful cooperation with the investigation;
- Voluntary participation in any treatment or counseling programs;
- The player's overall good character;
- The player's reputation in the NBA community; and
- A civil verdict in favor of the player for the underlying conduct.

F-10 Exhibit F

In cases where the Commissioner imposes a suspension, any period of time the player spent on paid administrative leave will be credited toward the suspension provided that the player remits to the League the applicable portion of salary that the player received while on paid administrative leave. Challenges to any disciplinary action shall be made through the Grievance Arbitration process of the CBA.

Confidentiality

The Parties recognize the importance of confidentiality and privacy to the success of this Policy. Accordingly, the Parties will maintain confidentiality throughout the investigatory, disciplinary, and treatment process, and will take reasonable measures to protect the information gathered pursuant to this Policy, including by any outside advisors or experts. Any medical information obtained during the investigatory, disciplinary, and treatment process will be kept confidential as required by applicable law.

At the same time, the Parties recognize that disclosure of certain information may be necessary to further the NBA's investigation or may be required by law, including by court order or subpoena. Accordingly, the Parties cannot and do not guarantee that complete confidentiality will be maintained. The Parties also reserve the right to make notifications to law enforcement or other appropriate authorities if either the NBA or the NBPA becomes aware that there is a threat of imminent harm to any individual or in cases where the victim is a child or is either mentally or physically incapacitated. Additionally, in matters where a violation is found and discipline is imposed, such findings and discipline may be the subject of public statements by the NBA and/or the NBPA.

Retaliation

Under this Policy, it is prohibited to retaliate, or threaten to retaliate, against any individual who, in good faith, reports a potential violation of this Policy or who honestly participates in an investigation of such a report. It does not matter whether the investigation establishes that a violation of the Policy occurred, as long as the report of the violation or participation in the investigation is in good faith. Such retaliation includes, but is not limited to,

Exhibit F F- 11

threats, intimidation, harassment, and any adverse employment or other action, whether express or implied. Anyone who retaliates, or threatens to retaliate, against an individual who reports, or participates in an investigation into, an alleged violation of this Policy, or against any victim or other witness, will be subject to independent disciplinary action. As with any complaint brought in bad faith, any individual, including coaches, general managers, or other team officials, who reports a violation of this Policy knowing such claim is malicious, false, or fundamentally frivolous shall be subject to disciplinary action.

Reporting

Anyone who is the victim of or acting on behalf of a victim of domestic violence, sexual assault, or child abuse, as defined by this Policy, is strongly encouraged to call the hotline established under this Policy as soon as possible after the incident to discuss the availability of counseling, treatment, security, and other appropriate resources.

If you are in immediate danger or involved in a situation in which another person is in immediate danger, the Parties recommend that you contact 911 or your local police department. Support and crisis intervention is also available from the National Domestic Violence Hotline at 1 -800-799-SAFE (7233) .

Exhibit G G-1  
EXHIBIT G

OFFER SHEET

Name of Player:  
Date:

Address of Player and  
Email Address of Player:  
Name of New Team:

Name, Address and Email Address  
of Player’s Representative  
Authorized to Act for Player:

Name of ROFR Team:  
Address of ROFR Team:

Attached hereto is an unsigned Player Contract that the New Team has offered to the Player and that the Player desires to accept. The attached Player Contract separately specifies in its exhibits those Principal Terms that will be included in the Player Contract with the ROFR Team if that Team gives the Player a timely First Refusal Exercise Notice.

Player: New Team:  
By By

Exhibit H H-1  
EXHIBIT H

FIRST REFUSAL EXERCISE NOTICE

Name of Player:  
Date:

Address of Player:

Name of New Team:

Name and Address of  
Player’s Representative Authorized to Act for Player

Name of ROFR Team:

Address of ROFR Team:

The undersigned member of the NBA hereby exercises its Right of First Refusal so as to create a binding agreement with the Player containing the Principal Terms set forth in the Player Contract annexed to the Player’s Offer Sheet (a copy of which is attached hereto).

ROFR Team:  
By

Exhibit I -1 I-1-1  
EXHIBIT I-1  
AUTHORIZATION FOR TESTING

To: \_\_\_\_\_

Player \_\_\_\_\_  
Please be advised that on \_\_\_\_\_, you were  
the subject of a meeting or conference call held pursuant to the Anti -Drug  
Program set forth in Article XXXIII of the Collective Bargaining Agreement  
between the NBA and the National Basketball Players Association, dated  
June 28, 2023, (the "Agreement"). Following the meeting or conference  
call, I authorized the NBA to conduct the testing procedures set forth in the  
Agreement, and you are hereby directed to submit to those testing  
procedures, on demand, no more than four (4) times during the next six (6) weeks.  
Please be advised that your failure to submit to these procedures may  
result in substantial penalties, including but not limited to your dismissal and disqualification from the NBA.

\_\_\_\_\_  
Independent Expert

Dated: \_\_\_\_\_



Exhibit I -2 I-2-1  
EXHIBIT I-2  
PROHIBITED SUBSTANCES  
A. Drugs of Abuse

Benzodiazepines:  
Alprazolam (also called Xanax or Niravam)  
Chlordiazepoxide (also called Librium, Mitran, Poxi or H -Tran)  
Clonazepam (also called Klonopin, Ceberclon or Valpaz)  
Diazepam (also called Valium)  
Lorazepam (also called Ativan)  
Synthetic Cathinones  
4-methyl -N-ethylcathinone (also called 4 -MEC)  
4-methyl -alphm -pyrrolidinopropiophenone (also called 4 -MePPP)  
Alpha -pyrrolidinopentiophenone (also called alpha -PVP)  
1-(1,3-benzodioxol -5-yl)-2-(methylamino)butan- 1-one (also called butylone)  
2-(methylamino)- 1-phenylpentan- 1-one (also called pentedrone)  
1-(1,3-benzodioxol -5-yl)-2-(methylamino)pentan- 1-one (also called pentylone)  
4-fluoro -N-methylcathinone (also called 4 -FMC)  
3-fluoro -N-methylcathinone (also called 3 -FMC)  
1-(naphthalen- 2-yl)-2-(pyrrolidin -1-yl)pentan -1-one (also called naphyrone)  
Alpha -pyrrolidinobutiophenone (also called alpha -PBP)  
Cocaine  
Dimethyltryptamine (DMT)  
Gamma Hydroxybutyrate (GHB)  
Ketamine  
LSD  
Methamphetamine, MDMA, MDA and MDEA  
Opiates:  
Heroin  
Codeine  
Morphine  
Oxycodone (also called Oxycontin, Percocet, Percodan, Roxicet, Tylox, Dazidox, Endocet or Endodan)  
Hydrocodone (also called Vicodin, Lorcet, Lortab, Hydocan or Norco)  
Methadone (also called Methadose or Dolophine)

I-2-2 Exhibit I-2

Hydromorphone (also called Dilaudid)  
Fentanyl (also called Actiq or Duragesic) and its analogs (for example, Acetylfentanyl, Methylylfentanyl, Alfenanyl, Carfentanyl, and Sufentanyl)  
Propoxyphene (also called Darvon or Darvocet)  
Dextromoramide  
Nicomorphine  
Oxymorphone  
Pethidine  
Pcencyclidine (PCP)  
Psilocin  
Psilocybin

B. Synthetic Cannabinoids

Synthetic Cannabinoids (including, but not limited to, Delta -8-tetrahydrocannabinol (also called delta -8-THC) ) and their By -Products

C. Steroids and Performance Enhancing Drugs (SPEDs)

Adrafinil  
AICAR  
Alexamorelin  
Aminoglutethimide  
Amiphenazole Amphetamine and its analogs (with the exceptions of Methamphetamine, MDMA, MDA and MDEA)  
Anamorelin  
Anastrozole  
Androsta -1,4,6-triene -3,17-dione (also called Androstatrienedione or ATD)  
Androsta -3, 5-diene -7, 17- dione (also called Arimistane)  
Androst -2-en-17-one (also called 2-Androstenone and Delta -2)  
Androst -4-ene-3,11,17- trione ( also called 11- ketoandrostenedione or adrenosterone)  
Androstanediol 17b-hydroxy -5a-androstano[3,2 -c]isoxazole  
17b-hydroxy -17a-methyl - 5a-androst -1-en-3-one (also called Methyl -1- testosterone)  
3b-hydroxy -estra-4,9,11 -trien-17-one  
4-hydroxytestosterone  
Ibutamoren Insulin -like Growth Factor (IGF -1)  
Ipamorelin  
Isometheptene  
Letrozole  
Luteinizing Hormone (LH)  
Mefenorex Meldonium  
Mephedrone  
Mestanolone  
Mesterolone  
Methandienone (also called Methandrostenolone)  
Methandriol

Exhibit I -2 I-2-3  
Androstenedione  
Androstenediol  
Androstenedione  
Androstene -3,6,17 -trione (also called  
6-OXO or 4 -AT)  
AOD 9604  
BAY 87 -2243  
Bolasterone  
Boldenone  
Boldione  
BPC-157  
Bromantan  
6-bromo- androstan -3,17-dione (also  
called 6 -Bromo)  
6-bromo- androsta -1,4-diene,3,17 -  
dione (also called Aromadrol)  
Buserelin  
Calusterone  
4-chloro -17a-methyl -androsta -1,4-  
diene -3,17b -diol (also called  
Halodrot, Halovar and Helladrol)  
4-chloro -17a-methyl -androst -4-ene-  
3b,17b -diol (also called P -Mag and  
Promagnon)  
4-chloro -17a-methyl -17b-hydroxy -  
androst -4-ene-3-one (also called  
Mechabol)  
4-chloro -17a-methyl -17b-hydroxy -  
androst -4-ene-3,11-dione (also  
called Oxyguno)  
Clenbuterol  
Clobenzorex  
Clomiphene  
Clostebol  
Cyclofenil  
Danazol  
Daprodustat  
Dehydrochloromethyltestosterone  
(also called DHCMT and Turinabol)  
Dehydroepiandrosterone (DHEA)  
Deslorelin Methasterone  
Methenolone (also called Metenolone)  
7a-Methyl -19-nortestosterone (also  
called MENT and Trestolone)  
17a-methyl -19-nortestosterone (also  
called Methylnortestosterone and Normethandrone)17a -methyl -  
3a,17b -dihydroxy -5a-  
androstan  
17a-methyl -3b,17b -dihydroxy -5a-  
androstan  
17a-methyl -3b,17b -dihydroxyandrost -  
4-ene  
17a-methyl -4-hydroxynandrolone  
17a-methyl -5a-androstan -17b-ol (also  
called Methylandrostanol and Protobol)  
17a-methyl -androst- 2-ene-3,17b -diol  
17a-methyl -androsta -1,4-diene -3,17b -  
diol (also called M1 and 4ADD)  
17a-methyl -androstan -3-  
hydroxyimine -17b-ol (also called D -  
Plex)  
2a-methyl -17b-hydroxy -5b-androstan -  
3-one (also called Drostanolone and  
Dromostanolone)  
6a-methyl -androst- 4-ene-3,17-dione  
Methyldienolone  
Methylephedrine  
Methylphenidate  
Methylstenbolone  
Methyltestosterone  
Methyltrienolone (also called  
Metribolone)  
MHP MYO -X  
Mibolerone  
Modafinil  
Molidustat (also called BAY 85 -  
3934)  
Myostatin Propeptide GDF -8  
N-Benzylpiperazine (also called BZP

I-2-4 Exhibit I -2  
Desoxymethyltestosterone (DMT)  
Dihydrotestosterone  
4-dihydrotestosterone  
1, 3-dimethylamylamine (also called DMAA, Methylhexaneamine and Dimethylpentylamine)  
1, 3-dimethylbutylamine (also called DMBA and 3 -DMBA)  
1, 4-dimethylpentylamine (also called 5-methyl -hexan -2-amine)  
2a,17a -dimethyl -17b-hydroxy -5b-androstan -3-one (also called Superdrou)  
Ephedra (also called Ma Huang, Bishop's Tea and Chi Powder)  
Ephedrine  
1-Epiandrosterone (also called 1 - Andro and 1 -DHEA)  
Epitestosterone  
2a,3a -epithio -17a-methyl -5a-androstan -17b-ol (also called Epistane and Havoc)  
Erythropoietin (EPO)  
Estra- 4,9,11 -triene, 17 -dione (also called Tren, Trenavar, Trendione and Trenazone)  
13a-ethyl-17a-hydroxygon- 4-en-3-one  
Ethylestrenol  
Etilefrine  
Exemestane  
Fadrozole  
Fencam famin  
Fenethylline  
Fenfluramine  
Fenproporex  
FG-2216  
Fluoxymesterone  
Follistatin 344  
Formebolone  
Formestane (also called 4-hydroxyandrostenedione) or 1-benzylpiperazine)  
Nafarelin  
Nandrolone (also called 19 - nortestosterone)  
Nikethamide  
19-norandrostenediol (also called Boldandiol)  
19-norandrostenedione  
Norbolethone (also called Norboletone)  
Norclostebol  
Norethandrolone  
Norfenfluramine  
Norps eudoephedrine (also called Cathine)  
Octodrine  
Oxabolone (also called 4-hydroxy -19-nortestosterone)  
Oxandrolone  
Oxilofrine  
Oxymesterone  
Oxymetholone  
Pemoline  
Pentetrazol  
Phendimetrazine  
Phenmetrazine  
Phentermine  
Phenylpropanolamine (PPA)  
Probenecid  
Prostanazol  
Pseudoephedrine  
[3,2,c]pyrazole -andro- -4-en-17b-ol  
Raloxifene  
Roxadustat (also called FG -4592)  
Quinbolone  
Selective Androgen Receptor Modulator (SARM) S- 1\*  
SARM S -4 (also called Andarine)\*  
SARM S -9\*  
SARM S -22 (also called Ostarine)\*  
SARM S -23\*

Exhibit I-2 I-2-5  
Fulvestrant  
Furazabol  
[3,2-c]-furazan -5a-androstan -17b-ol  
(also called Furazan or Furuza)  
Gestrinone  
Ghrelin  
Gonadorelin  
Goserelin  
Growth Hormone Releasing Peptide  
(GHRP)- 1\*  
GHRP- 2 (also called Pralmorelin)\*  
GHRP- 3\*  
GHRP- 4\*  
GHRP- 5\*  
GHRP- 6\*  
GJ 0742  
GW 1516 Heptaminol  
Hexarelin  
18a-homo -17b-hydroxyestr -4-en-3-  
-one18a -homo-3- hydroxy -estra-  
2,5(10) -  
dien -17-one (also called M -LMG)  
Human Chorionic Gonadotropin  
Human Growth Hormone (HGH)  
17b-hydroxy -5a-androstano[2,3 -  
d]isoxazole (also called  
Androisoxazole or Prostanazol)  
SARM S -24\*  
SARM BMS -564,929\*  
SARM LGD -2226\*  
SARM LGD -4033 (also called  
Ligandrol)\*  
SARM RAD -140 (also called  
Testolone)\*  
Sermorelin  
SR9009 (also called Stenabolic)  
Stanozolol  
Stenbolone  
Strychnine  
Tabimorelin  
Tamoxifen  
TB-500  
Tesamorelin  
Testolactone  
Testosterone  
1-Testosterone  
Tetrahydrogestrinone (THG)  
Tibolone  
Toremifene  
Trenbolone  
Trimetazidine  
Triptorelin  
Vadadustat (also called AKB -6548)  
Zeranol  
Zilpaterol

\* and any other substance with a similar chemical structure and similar biological effect(s)

D. Diuretics

Acetazolamide  
Altizide  
Amiloride  
Bendroflumethiazide Benzthiazide  
Bumetanide  
Canrenone Flumethiazid e  
Furosemide  
Hydrochlorothiazide  
Hydroflumethiazide  
Indapamide  
Methyclothiazide  
Metolazone

I-2-6 Exhibit I -2  
Chlorothiazide  
Chlorthalidone  
Clopamide  
Cyclothiazide  
Dichlorphenamide  
Eplerenone  
Ethacrynic Acid Polythiazide  
Quinethazone  
Spironolactone  
Torasemide  
Triamterene  
Trichlormethiazide

Exhibit I -3 I-3-1  
EXHIBIT I -3

#### URINE COLLECTION PROCEDURES

During the Season, collections for random testing will be scheduled to occur before practices on non- game days, and before shoot -arounds and games on game days. For random drug testing of a visiting team scheduled at game -day shoot -arounds, tests will be scheduled to occur before the shoot -around for that team commences, and for any tests that are not completed by the time the visiting team bus is scheduled to leave the arena or practice facility after the shoot -arouyd is completed, the team will provide alternate transportation to the team hotel for any player that must remain at the arena or practice facility to complete the testing process and will ensure that a Team staff member remains with the affected player(s) and accompanies him or them back to the Team's hotel. Random drug tests can be scheduled to occur at any time during the Off -Season. When the player arrives at the collection site, the collector will ensure that the player is positively identified through presentation of photo ID or identification by a team representative. If the player's identity cannot be established, the collector shall not proceed with the collection. The player will be asked to select a sealed urine specimen cup. The player will then provide his urine specimen under the direct observation of the collector. The collector shall ensure that the player has provided a urine specimen of sufficient volume for accurate testing. If such a sample cannot immediately be provided by the player, he shall be instructed to remain at the testing site for a reasonable period of time until he can provide such a specimen. Once the specimen has been obtained, the player will select a sealed specimen kit, which contains two bottles. The collector, in the presence of the player, will pour the specimen into two bottles. One bottle will be used as the primary or "A" specimen and the other will be used as the split or "B" specimen. The specimen bottles will be sealed with tamper -proof seals in the presence of the player. The seals will contain a unique identification number that corresponds to the number on the chain of custody form.

I-3-2 Exhibit I -3

The player and collector will complete the chain of custody form (which may be in hard copy or electronic form) that documents the handling of the specimen. The collector will note any irregularities concerning the specimen on the chain of custody form. Both the player and collector will sign the chain of custody form. The kit will be sealed and sent via an overnight delivery service to the laboratory for testing. If a hard copy chain -of-custody form is used, it will be included in the kit containing the two specimens that is sent by overnight delivery service to the laboratory. If an electronic chain -of-custody form is used, it will be sent to the laboratory electronically. Once the specimens arrive at the laboratory, the primary specimen will be analyzed. If the primary specimen tests positive or produces an atypical finding, the split sample will be placed in frozen storage and will be available for testing by a different laboratory, if directed by the NBA.



Exhibit I -4 I-4-1  
EXHIBIT I -4

#### BLOOD COLLECTION PROCEDURES

During the Season, collections for random testing will be scheduled to occur after practices on non- game days, and after games on game days. Random tests can b e scheduled to occur at any time during the Off -Season.

When the player arrives at the collection site, the collector will ensure that the player is positively identified through presentation of photo ID or identification by a team representative. If th e player's identity cannot be established, the collector shall not proceed with the collection.

The player will be asked to select one (1) dried blood spot collection kit and one (1) security kit that will be used to transport the specimen.

The collector shall collect a total of four (4) blood spots. The player's non-dominant arm will be used to mnke the initial blood draw attempt. If the blood draw is not possible or successful from the non- dominant arm, the dominant arm may be used. In the event that the collector determines that there is no suitable location kn the dominant or non- dominant arm due to excessive hair or heavy tattoo ink, the player's thigh may be used as an alternate draw site. No more than three (3) attempts will be made to draw a blood specimen. After that, the collection will be discontinued. Upon completing the blood draw, the collector will ensure that the draw site is not bleeding and bandage the site.

The player and collector will complete the chain of custody form (which may be in hard copy or electronic form) that documents the handling of the specimens. Both the player and collector will sign the chain of custody form.

The specimen will be sealed in a blood specimen bag and sent via an overnight delivery service to the lab oratory for testing. If a hard copy chain -of-custody form is lised, it will be included in the kit containing the two specimens that is sent by overnight delivery service to the laboratory.

If an electronic chain -of-custody form is used, it wilp be sent t o the laboratory electronically.

I-4-2 Exhibit I -4

Once the specimens arrive at the laboratory, the primary specimen will be analyzed. If the primary specimen tests positive or produces an atypical finding, the split sample will be placed in frozen storage and will be available for testing by a different laboratory, if directed by the NBA.

Exhibit I-5 I-5-1  
EXHIBIT I -5

DRUGS OF ABUSE AND SYNTHETIC CANNABINOIDS  
CONFIRMATORY LABORATORY ANALYSIS LEVELS

Drugs of Abuse  
Benzodiazepines 100 ng/ml  
Synthetic Cathinones Any detectable level  
Cocaine Metabolites 150 ng/ml  
Gamma Hydroxybutyrate (GHB) 10 mcg/ml  
Ketamine 100 ng/ml  
LSD 200 pg/ml  
Methamphetamine 500 ng/ml ( must also  
contain amphetamine at a  
concentration equal to or  
greater than 200 ng/ml)  
MDMA, MDA and MDEA 500 ng/ml  
Opiates:  
Heroin Metabolite 6-acetylmorphine—10  
nn/ml (only if the opiate  
metabolites are in excess of  
2,000 ng/ml)  
Codeine Metabolites 2,000 ng/ml  
Morphine Metabolites 2,000 ng/ml  
Oxycodone 100 ng/ml  
Hydrocodone 300 ng/ml  
Methadone 300 ng/ml  
Hydromorphone 300 ng/ml  
Fentanyl and its analogs 300 pg/ml  
Propoxyphene 200 ng/ml  
Phencyclidine (PCP) 25 ng/ml  
  
Synthetic Cannabinoids Any detectable level

Exhibit I -6 I-6-1  
EXHIBIT I-6

STEROIDS AND PERFORMANCE -ENHANCING DRUGS  
AND DIURETICS CONFIRMATORY LABORATORY  
ANALYSIS LEVELS

All SPEDs and Diuretics (including Human Growth Hormone in its synthetic form and Testosterone in its synthetic form detected through IRMS analysis), except those listed below, at any detectable level.

- Acetazolamide 20 ng/ml
- Amphetaminew and their analog s 500 ng/ml
- Bumetanide 20 ng/ml
- Clenbuterol 1 ng/ml
- Clostebol 0.5 ng/ml
- Dehydrochloromethyltestosterone (DHCMT or turinabol) 0.02 ng/ml
- Ephedra/Ephedrine 10 mcg/ml
- Furosemide 20 ng/ml
- GW 1516 0.05 ng/ml
- GW 0742 0.05 ng/ml
- Hydrochlorothiazide 20 ng/ml
- Methylephedrine 10 mcg/ml
- Nandrolone 2 ng/ml
- Norpseudoephedrine 5 mcg/ml
- Phenylpropanolamine (PPA) 25 mcg/ml
- Pseudoephedrine 150 mcg/ml
- SARM S -22 0.05 ng/ml
- SARM LGD -4033 0.05 ng/ml
- Toraseamide 20 ng/ml
- Trenbolone 0.5 ng/ml
- Triamterene 20 ng/ml
- Zeranol 5 ng/ml
- Zilpaterol 5 ng/ml

I-6-2 Exhibit I -6

A sample will only be reported as positive by the laboratory if the estimated concentration of the Prohibited Substance in this Exhibit I -6 exceeds the relevant single -point calibrator, which will be set at 1.2 times the substance's confirmatory lab analysis level. The estimated concentration of such Prohibited Substance in a sample with a measured specific gravity ("SG") greater than 1.018 will be adjusted as follows (where SG Sample\_Max = SG Sample + 0.002):

adj. concentration = ((1.020 - 1)/(SG Sample\_Max - 1)) \* est . concentration

CREATION OF PLAYER LONGITUDINAL PROFILES

The following protocol will be used to create the Longitudinal Profiles described in Article XXXIII , Section 19 above:

Step 1 : The Program’s drug collection company will assign each player a unique personal identification number. A player’s personal identification number will remain the same for all periods of time he is covered by the Program, and will only be used for the purposes of the Longitudinal Profile. Other than to the designated representatives or employees within the drug collection company and the Laboratory, the drug collection company will not disclose the personal identification number that corresponds to the player’s name to any individual other than one representative each of the NBA and the Players Association.

Step 2 : The Laboratory (as defined in Article XXXIII , Section 19(a)) will maintain a secure, separate database for each player’s personal identification number that contains his corresponding Testosterone concentration, epitestosterone concentration and Testosterone/Epitestosterone (“T/E”) ratio (referred to collectively as the “Baseline Values”). This database will not contain any identifying information for the players.

Step 3 : The Baseline Values will be calculated, pursuant to the Laboratory’s operating standards, by averaging a player’s T/E ratio, Testosterone concentration and Epitestosterone concentration, respectively, from three (3) negative tests conducted under the Program. After a player’s Baseline Values are established, those values will be considered a player’s Longitudinal Profile for the duration of his coverage under the Program. New Baseline Values will be calculated for a player upon the recommendation of the director of the Laboratory.

I-7-2 Exhibit I -7

Step 4 : The Laboratory will compare the Baseline Values to the corresponding Specimen Values (as defined in Article XXXIII , Section 19(c)) in subsequent tests identified with a player's personal identification number in determining whether it will conduct IRMS analysis (as defined in Section 19(a)) on a urine specimen.

Exhibit J -1 J-1-1  
EXHIBIT J -1

FORM OF CONFIDENTIALITY AGREEMENT

[Date]

National Basketball Players Association  
1133 Avenue of the Americas  
New York, New York 10036

Re: Confidentiality Agreement

Sir/Madam:

This will confirm the agreement of the National Basketball Players Association (on behalf of itself and its employees, officers, NBA team player representatives ("Player Representatives"), and outside advisors (collectively, the "Players Association")) to maintain the confidentiality of all Confidential Information (as defined in Paragraph 6 below) provided to the Players Association in connection with the audit, with respect to the 20\_\_ -20\_\_ Salary Cap Year, of (i) the National Basketball Association ("NBA"), and any League -related entities associated with generating BRI, (ii) any NBA team that is included in such audit with respect to such Salary Cap Year (the "Team(s)"), under the Collective Bargaining Agreement entered into June 28 , 2023 ("CBA"), between the Players Association and the NBA (collectively, the "Audit"). Capitalized terms not defined herein shall have the meaning ascribed to such terms in the CBA.

1. The NBA and the Team(s) shall make available Confidential Information for purposes of the Audit based on the Players Association's representation that it (and its employees, officers, Player Representatives, and outside advisors) shall comply with the terms of this Confidentiality Agreement at all times during and after the Audit. To that end, before any employee, officer, Player Representative, or outside advisor of the Players Association may be permitted to review any Confidential Information, the Players Association shall require such employee, officer,



J-1-2 Exhibit J -1

Player Representative, or outside advisor to agree, in writing (in the form of acknowledgment annexed hereto), to comply with the terms of this Confidentiality Agreement, and the Players Association shall promptly provide copies of such writings to the NBA.

2. The Players Association shall maintain the absolute confidentiality of all Confidential Information at all times and shall not disclose, disseminate, or provide Confidential Information to any person or entity (including, but not limited to, any NBA players who are not officers of the Players Association and any representative of any player) at any time or for any purpose, except as permitted herein. The Players Association agrees that it may use or refer to Confidential Information only during the course of the Audit and solely for the purpose of conducting the Audit in accordance with the terms and conditions of the CBA and this Confidentiality Agreement, and that Confidential Information may not be used or referred to by the Players Association, at any time, for any other purpose. Notwithstanding the foregoing, or anything else in this letter agreement, the Players Association may only disclose or provide a summary of Confidential Information to Player Representatives in aggregate form without identifying any specific information (e.g., by sponsor). Notwithstanding anything to the contrary in this Confidentiality Agreement, the Players Association shall not be deemed to have violated any provision herein if the Players Association discloses to such third party that the Audit is being undertaken and that the Players Association is subject to a confidentiality agreement and, therefore, not permitted to discuss the Audit. The foregoing shall not foreclose the Players Association from disclosing Confidential Information during the course of a proceeding before the System Arbitrator, an appeal to the Appeals Panel of an award of the System Arbitrator, or a judicial action to enforce any such proceeding or award.

3. The Players Association shall adopt and implement such procedures to ensure the confidentiality of Confidential Information as would be employed by a reasonable and prudent person to safeguard the confidentiality of his or her own most confidential information, or, if more stringent, such procedures as are employed for such purposes by the Players Association for such information. Such procedures shall include, but not be limited to, steps to ensure that: (a) such Confidential Information is disclosed only to those Players Association employees, officers, outside

Exhibit J -1 J-1-3

advisors, and, subject to the restrictions set forth in Paragraph 2 above, Player Representatives who have a need to have access to such Confidential Information and only for the purpose of conducting the Audit in accordance with the terms of the CBA and this Confidentiality Agreement; and (b) before any such person is permitted to review any Confidential Information, he or she agrees in writing to comply with the terms of this Confidentiality Agreement by signing the form of acknowledgment annexed hereto as provided for in Paragraph 1 above. The foregoing shall not foreclose the Players Association from disclosing Confidential Information during the course of a proceeding before the System Arbitrator, an appeal to the Appeals Panel of an award of the System Arbitrator, or a judicial action to enforce any such proceeding or award.

4. The Players Association agrees that no copies of Confidential Information made available by the NBA and the Teams at their respective offices in connection with the Audit may be removed from such offices without the express written consent of the NBA or the Teams (as applicable) (for example, in connection with the use of online data rooms to permit access to information provided electronically during the on-site audit or to respond to information requests). Should the NBA or the Teams permit copies of Confidential Information to be removed from their offices in connection with the Audit, then at the request of the NBA, all such copies shall be returned to the NBA within thirty (30) days following completion of the Audit. Notwithstanding the foregoing, the Players Association shall be under no obligation to return copies of the final Audit Report or any debriefing memoranda (except to the extent such memoranda append contract documents) prepared by the Accountants and provided to the Players Association in connection with any audit pursuant to Article VII, Section 10.

5. If the Players Association is required by governmental or judicial authorities (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or any other similar process) to disclose any Confidential Information, it shall provide the NBA and/or the Teams with prompt notice so that the NBA and/or the Teams may seek an appropriate protective order. If, in the absence of a protective order, the Players Association is, after giving notice in accordance with the preceding sentence, compelled to

J-1-4 Exhibit J -1

disclose Confidential Information or else stand liable for contempt or suffer other censure or penalty, the Players Association may disclose only such Confidential Information as is necessary to avoid such liability without incurring liability hereunder.

6. For purposes of this Confidentiality Agreement, "Confidential Information" shall mean all documents, materials, and other information reviewed or made available (whether in written or oral form) in connection with the Audit (including, without limitation, all documents, debriefing memoranda, materials, and other information made available by PricewaterhouseCoopers, LLP ("PwC")), and shall include all excerpts, extracts, summaries, and contents thereof and notes taken by the Players Association during the Audit; provided, however that Confidential Information shall not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the Players Association (including Players Association affiliates or representatives), (b) was available to the Players Association prior to its disclosure by the NBA, the Team(s), or PwC (as applicable), or (c) becomes available to the Players Association from a source other than the NBA, the Team(s), or PwC, provided that such source is not bound by a confidentiality agreement with the NBA, the Teams, the Players Association, or PwC.

7. The Players Association acknowledges that the terms and conditions contained in this Confidentiality Agreement are reasonable and necessary to protect the legitimate interests of the NBA and the Teams, do not cause the Players Association undue hardship, and that any violation of the provisions of this Confidentiality Agreement or disclosure of any Confidential Information without the NBA's or the Teams' (as applicable) prior written consent will result in irreparable injury to the NBA and/or the Teams for which there is no adequate remedy at law. Accordingly, in the event of any such violation or disclosure, the NBA and/or the Teams shall be entitled to preliminary and permanent injunctive relief from any federal or state court of competent jurisdiction located in New York, New York, and the Players Association hereby consents to, and waives any objection to, venue and jurisdiction in such courts. In addition, the Players Association shall indemnify and hold harmless the NBA and its member Teams and their respective affiliates, owners, directors, governors, officers, and employees, and the successors, assigns, and personal

Exhibit J -1 J-1-5

representatives of the foregoing parties ("NBA indemnified parties"), from and against all liability, damages, and costs (including attorneys' fees) arising out of any claim asserted against any NBA indemnified party relating to any violation of this Confidentiality Agreement by the Players Association, provided that: (a) such violation resulted from the Players Association's negligent or intentional use or disclosure of Confidential Information; (b) the Players Association is given prompt notice of any such claim; (c) the Players Association has the right to approve counsel and/or has the opportunity to undertake the defense of such claim; and (d) the indemnified party does not admit liability with respect to and does not settle such claim without the prior written consent of the Players Association. The Players Association also agrees that the relief provided for in this Paragraph 7 shall be cumulative and in addition to any other rights or remedies to which the NBA and the Teams may be entitled.

8. This Confidentiality Agreement is the final and complete agreement between the parties with respect to its subject matter. Any waiver of or modification to this Confidentiality Agreement must be in a writing and signed by each party. Any waiver in any particular instance of the rights and limitations contained herein shall not be deemed and is not intended to be a general waiver of any rights or limitations contained herein and shall not operate as a waiver beyond the particular instance.

9. This Confidentiality Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law thereof.

J-1-6 Exhibit J -1  
If the foregoing coincides with your understanding of our agreement,  
please sign the t his letter in the space provided below.  
Sincerely,

NATIONAL BASKETBALL ASSOCIATION  
By: \_\_\_\_\_  
AGREED TO AND ACCEPTED:  
NATIONAL BASKETBALL PLAYERS  
ASSOCIATION

By: \_\_\_\_\_

Exhibit J-2 J-2-1  
EXHIBIT J -2  
LETTER AGREEMENT REGARDING ACCOUNTING  
PROCEDURES  
June 28, 2023  
Tamika Tremaglio  
Executive Director  
National Basketball Players Association  
1133 Avenue of the Americas  
New York, New York 10036

Dear Tamika:  
This will confirm our agreement that the attached accounting procedures  
are the procedures that will be in effect for purposes of Article VII, Section 10  
of the Collective Bargaining Agreement entered into on June 28, 2023, unless  
such procedures shall be modified by agreement of the parties.  
If the foregoing coincides with your understanding of our agreement,  
please sign this letter in the space provided below.  
Sincerely,

/s/ RICHARD W. BUCHANAN  
Richard W. Buchanan

AGREED TO AND ACCEPTED:  
  
NATIONAL BASKETBALL PLAYERS ASSOCIATION

By: /s/ TAMIKA TREMAGLIO  
Tamika Tremaglio  
Executive Director

J-2-2 Exhibit J-2

Minimum Procedures to Be Provided by the Accountants

General

- The Audit Report (and any Interim Audit Report or Interim Escrow Audit Report) must be prepared in accordance with the relevant terms of the Collective Bargaining Agreement ("CBA"), which should be reviewed and understood by all auditors.
- The Basketball Related Income Reporting Package and instructions should be reviewed and understood by all auditors.
- All audit workpapers should be made available for review by representatives of the NBA and Players Association prior to issuance of the report.
- A summary of all audit findings (including any unusual or non-recurring transactions) and proposed adjustments must be jointly reviewed with representatives of the NBA and Players Association prior to issuance of the report.
- Any problems or questions raised during the audit should be resolved jointly with representatives of the NBA and Players Association (or by the Accountants, to the extent called for under the CBA).
- All estimates should be reviewed in accordance with the CBA. Estimates are to be reviewed based upon the previous year's actual results and current year activity. All estimates should be confirmed with third parties when possible.
- Revenue and expense amounts that have been estimated should be reconfirmed with the controller or other team representatives prior to the issuance of the Audit Report on or before the last day of the Moratorium Period.
- Where appropriate, team and NBA revenues and expenses should be reconciled to audited financial statements.

Exhibit J-2 J-2-3

- All reporting packages and supporting schedules are to be completed in U.S. dollars.
- The Auditors may consider, but are not bound by, the value attributed to or treatment of revenue or expense items in prior years.
- Auditors should be aware of revenues excluded from BRI. The Teams should be instructed to make available to the Auditors all information necessary to determine categories of revenues they have excluded from BRI. Questions regarding whether revenues or expenses are includable or excludable from BRI should be reviewed with both parties to determine proper treatment. Auditors should perform a review for revenues improperly excluded from, or included in, BRI.

Team Salaries

- Trace amounts to the team's general ledger or other supporting documentation for agreement.
- Foot all schedules and perform other clerical tests.
- Examine an appropriate sample of player contracts, noting agreement of all salary amounts, in accordance with the definition of Salary in the CBA.
- Compare player names with all player lists for the season in question.
- Inquire of controller or other representative of each team if any additional compensation was paid to players and not included on the schedule, and, if so, whether or not such amounts were paid for basketball services. Also inquire if any business arrangements were entered into by the team or team affiliate with players or their affiliates, including with retired players who played for the team within the past five (5) years.
- Review performance bonuses to determine whether such bonuses were actually earned for such season.



J-2-4 Exhibit J-2

- Review signing bonuses to determine if they have been properly allocated in accordance with the terms of the CBA.
- Confirm that, where provided in the CBA, certain contracts have been averaged.

Benefits

- Trace amounts to the team's general ledger or other supporting documentation for agreement.
- Foot all schedules and perform other clerical tests.
- Investigate variations in amounts from the prior year through discussion with the controller or other representative of the team.
- Review each team's insurance expenses for premium credits (refunds) received from Planet Insurance Ltd. (owned by Teams) and the players' medical and dental insurance carriers (amounts can be obtained from League Office).
- Review League Office supporting documentation with respect to Benefits.

Basketball Related Income

- Trace amounts to team's general ledger or other supporting documentation for agreement.
- Foot all schedules and perform other clerical tests.
- Trace gate receipts to general ledger and test supporting documentation where appropriate.
- Gate receipts should be reviewed and reconciled to League Office gate receipts summary.
- Verify amounts reported as luxury suite revenues with supporting documentation from the entity that sold, leased, or licensed such luxury suites.

Exhibit J -2 J-2-5

- Verify amounts reported as complimentary tickets and tickets traded for goods or services with supporting documentation from the team.
- Trace amounts reported for novelties and concessions, game parking, game programs, Team sponsorships and promotions, arena signage, and arena club sales to general ledgers and test supporting documentation where appropriate.
- Where reported amounts include proceeds received by a Related Party, verify the amounts reported with supporting documentation from the Related Party.
- Examine the National Television and Cable contracts at the League Office, and agree to amounts reported.
- Review, at League Office, expenses deducted from the National contracts in accordance with the terms of the CBA. Review supporting documentation and test where applicable.
- Examine local television, local cable, and local radio contracts. Verify to amounts reported by teams.
- When local broadcast revenues are not verifiable by reviewing a contract, detailed supporting documentation s hould be reviewed and tested.
- All loans, advances, bonuses, etc. received by the League Office or its teams should be noted in the report and included in BRI where appropriate.
- Schedules of NBA Radio, NBA TV, international broadcast, NBA Media Ventures, co pyright royalty revenues and expenses should be obtained from the NBA. Schedules should be verified by agreeing to general ledgers and examining supporting documentation where applicable.
- Schedules of revenues and expenses reported by Properties for spons orship, NBA related revenues from NBA Entertainment, and NBA Special Events should be obtained from the NBA. Schedules

J-2-6 Exhibit J-2

should be verified by agreeing to general ledgers and examining supporting documentation where applicable.

- Net exhibition revenues and expenses should be verified to supporting documentation where appropriate.
- All amounts of other revenues should be reviewed for proper inclusion/exclusion in BRI. Test appropriateness of balances where appropriate.
- Determine the ratio of expenses to revenues for those categories of proceeds that come within the provisions of Article VII,

Section 1(a)(6) of the CBA and determine the extent to which expenses should be disallowed, if at all, pursuant to the provisions of that Section.

Playoff Revenues

- All sources of playoff revenues and expenses should be verified per the procedure outlined for Basketball Related Income.
- Because of the late timing of the Playoffs, special attention should be given to revenue and expense estimates.
- Playoff gate receipts should be recorded net of Taxes. Payments made to the Playoff Pool should not be deducted. Odd game payments should not be either deducted by the paying team or recorded by the receiving team.
- Other playoff expenses should be reviewed in accordance with the terms of the CBA.
- Team expenses paid by the League Playoff Pool, including travel expenses, should not be deducted by teams.
- Review League Office supporting documentation as to expenses deducted from the Playoff Pool.

Exhibit J-2 J-2-7

Related Party Transactions

- Inquire of the controller or other representative of the team what, if any, Related Parties exist, and discuss with the parties what, if any, amounts should be included in BRI.
- Review information provided as to the team’s Related Parties and revenues that arise from Related Party transactions, and request supporting details where appropriate.
- Any revenue from a Related Party should be reviewed with both parties to determine proper treatment under the CBA.
- Request that details be provided, where appropriate.
- Prepare a summary of any changes, corrections, or additions to Related Party information previously reported.