



COLLECTIVE BARGAINING AGREEMENT

October 25, 2021



USL Championship – Collective Bargaining Agreement

Article 1.	Definitions.....	1
Article 2.	Preamble	8
Article 3.	Recognition.....	9
Article 4.	Duration of Agreement	10
Article 5.	Non-Discrimination	11
Article 6.	Management Rights	12
Article 7.	Dues Checkoff	16
Article 8.	Standard Player Agreement	19
Article 9.	No Strike or Lockout	27
Article 10.	Medical Information and Fitness	28
Article 11.	Player Obligations.....	36
Article 12.	Appearances.....	37
Article 13.	Roster	40
Article 14.	Player Movement.....	42
Article 15.	Group Licensing, Marketing, and Apparel	45
Article 16.	Rules and Discipline	49
Article 17.	Prohibited Activities	54
Article 18.	Benefit Spend.....	55
Article 19.	Per Diem; Parking.....	60
Article 20.	Workers’ Compensation	62
Article 21.	Circumvention.....	64
Article 22.	Vacation and Time Off	65
Article 23.	Schedules and Calendar	66
Article 24.	Grievance and Arbitration Procedure	68
Article 25.	System Arbitration.....	73

USL Championship – Collective Bargaining Agreement

Article 26. Savings Clause 75
Article 27. Interpretation; Choice of Law 76
Article 28. Limitation of Liability..... 77
Article 29. Other 78
Article 30. Notices 79
Article 31. All-Star Game; National Team Matches..... 80
Article 32. Soccer Camps..... 81
Article 33. Force Majeure 82

EXHIBITS:

Exhibit A	Standard Player Agreement
Exhibit B	Medical Information Release
Exhibit C	Benefit Confirmation Form
Exhibit D	USLPA Check-Off Authorization Form
Exhibit E	Contract Modification Examples
Exhibit F	Form of Club Certification – Player Base Compensation

Article 1. Definitions

Capitalized terms used in this Agreement have the meanings set forth below.

“**25-Day Contract**” has the meaning ascribed to it in Article 8.H.

“**Agreement**” – *see* CBA.

“**Appearance**” means either (i) a physical appearance in connection with an external organization at a location other than the Club’s home stadium or other Club-controlled facility or (ii) an interactive web-based videoconferencing or so-called “ask me anything” session with the public and/or a Club corporate sponsor. By way of examples, neither an appearance on social media (unless meeting the criteria in (ii) above), nor an internal photo shoot, nor an autograph session at the Club’s home stadium would be considered an “Appearance”.

“**Base Compensation**” has the meaning ascribed to it in Article 18.C.1

“**Benefit Confirmation Form**” means the form attached hereto as Exhibit C, as it may be amended, modified or supplemented from time to time in USL’s sole discretion after consultation with the USLPA.

“**Benefit Spend**” has the meaning ascribed to it in Article 18.A.1.

“**Buyout Right**” has the meaning ascribed to it in Article 8.P.1

“**Carrier**” has the meaning ascribed to it in Article 20.D.

“**CBA**” or “**Agreement**” has the meaning ascribed to it in Article 2.

“**Claim Notice**” has the meaning ascribed to it in Article 7.D.2.

“**Club**” or “**USL Club**” means a Person authorized to operate a team in the League, but only once such club is permitted by USL to enter into Standard Player Agreements. Where appropriate, such term shall be deemed to include a reference to the team operated by such Club.

“**Club-Related Entity**” means:

(1) any Person who directly or indirectly controls, is controlled by, or is under common control with either (i) the Club or (ii) a Person described in paragraphs (2) through (4) below;

(2) any Person who is an officer, partner, member or trustee of, or serves in a similar capacity with respect to, the Club;

(3) any Person who, directly or indirectly, is the beneficial owner of ten percent (10%) or more of the equity interests of the Club (an “**Owner**”), and

USL Championship – Collective Bargaining Agreement

33 (4) any member of the close family (which shall include, for the purposes of this
34 paragraph (4), an individual’s current spouse, parents, parents-in-law,
35 grandparents, children, children-in-law, siblings, and grandchildren, or a trust or
36 estate, all of the beneficiaries of which consist of such individual or such related
37 persons) of an Owner.

38 “**Club Medical Staff**” has the meaning ascribed to it in Article 10.B.2(a).

39 “**Commercial Affiliates**” means all League or Club sponsors, product/service
40 companies, suppliers, licensees or other entities granted by the League or a Club a license
41 to use League or Club trademarks or other commercial identification rights in connection
42 with the League or Club.

43 “**Commercial Appearance**” has the meaning ascribed to it in Article 12.D

44 “**Competition Manual**” means the League’s Competitional Manual for the 2021 season,
45 as it may be amended from time to time in USL’s sole discretion in accordance with
46 Article 6.

47 “**Compulsory Match**” or “**Compulsory Tournament**” means a match or tournament in
48 which CONCACAF, FIFA or USSF requires the League (or a Club in the League) to
49 participate.

50 “**CONCACAF**” means the Confederation of North, Central American and Caribbean
51 Association Football.

52 “**Contract Guarantee Date**” means, for each Season, the date determined by the League
53 in its sole but reasonable discretion, after good faith consultation with the USLPA, on or
54 after which a Performance-Based SPA may not be terminated other than for cause. As a
55 general rule, however, the Contract Guarantee Date shall be close in time to the mid-point
56 of a Season (currently, on or about July 15), taking into account relevant FIFA dates and
57 the release dates of other domestic leagues.

58 “**Contract Year**” means that period of time during which an SPA is in effect with respect
59 to any given Season.

60 “**Covered Injury**” has the meaning ascribed to it in Article 20.D.

61 “**CPI**” means the Consumer Price Index, All Urban Consumers, United States, All Items
62 (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States
63 Department of Labor or, if such index is not available, such other index as the parties
64 may agree most closely resembles such index

65 “**CSA**” means the Canadian Soccer Association.

66 “**Discovery Deadline**” has the meaning ascribed to it in Article 24.D.3(b).

67 “**Effective Date**” has the meaning ascribed to it in Article 2.A.

USL Championship – Collective Bargaining Agreement

- 68 “**Endorsement**” has the meaning ascribed to it in Article 15.E.
- 69 “**FIFA**” means the Federation Internationale de Football Association.
- 70 “**FIFA RSTP**” means the Regulations on the Status and Transfer of Players adopted by
71 FIFA, effective January 2021, as those Regulations may be amended, supplemented, or
72 interpreted by FIFA from time to time.
- 73 “**Fit**” or “**Fitness**” means, with respect to a Player, that his medical and physical
74 condition is sufficient to perform as a skilled soccer player in the League.
- 75 “**Fitness Determination**” has the meaning ascribed to it in Article 10.C.2.
- 76 “**Force Majeure Event**” has the meaning ascribed to it in Article 33.A.
- 77 “**Grievance**” has the meaning ascribed to it in Article 24.A.1.
- 78 “**Grievance Committee**” has the meaning ascribed to it in Article 24.D.2.
- 79 “**Grievance Hearing**”, or “**Hearing**” shall have the meaning ascribed to them in Article
80 24.D.3.
- 81 “**Group License Agreement**” has the meaning ascribed to it in Article 15.D.
- 82 “**Group Licensing Program**” has the meaning ascribed to it in Article 15.D.
- 83 “**Guaranteed**,” “**Guaranteed Contracts**” or “**Guaranteed SPAs**” have the meanings
84 ascribed to them in Article 8.F.1.
- 85 “**Guaranteed Years**” means the Contract Years covered by an SPA, excluding any
86 option years.
- 87 “**Hiatus Pay**” has the meaning ascribed to it in Article 33.C.2.
- 88 “**Hiatus Period**” has the meaning ascribed to it in Article 33.C.1.
- 89 “**IDP**” has the meaning ascribed to it in Article 16.C.1(c).
- 90 “**Immediate Family Member**” means, with respect to a Player, his spouse, children,
91 parents, siblings, grandparents and in-laws (in each case, including through adoption).
- 92 “**Impartial Arbitrator**” has the meaning ascribed to it in Article 24.E.
- 93 “**JAMS**” means Judicial Arbitration and Mediation Services, Inc..
- 94 “**Last Six Months**” has the meaning ascribed to it in Article 14.G.
- 95 “**Law**” means, as to any Person, any law (including common law), statute, ordinance,
96 treaty, rule, regulation, order, decree, judgment, writ, injunction or determination of an

USL Championship – Collective Bargaining Agreement

97 arbitrator or a court or other Governmental Authority, in each case applicable to or
98 binding upon such Person. As used herein, “**Governmental Authority**” means the
99 government of the United States or any political subdivision thereof, whether at the
100 national, state, municipal or any other level, and any agency, authority, instrumentality,
101 regulatory body, court or other entity exercising executive, legislative, judicial, taxing,
102 regulatory or administrative powers or functions of, or pertaining to, government.

103 “**League**” means the league currently known as the “USL Championship” (and not USL
104 League One or any other league or organization administered by USL or its affiliates)
105 Where appropriate, such term shall be deemed to include a reference to USL.

106 “**League Competitions**” means any match, tournament, or competition in which the Club
107 or League participate, including (a) any Pre-Season, Regular Season and Post-Season
108 matches; (b) Compulsory Matches; (c) matches in a League-operated tournament; (d)
109 All-Star or similar matches; and (e) exhibition matches in which the Club participates.

110 “**League One**” has the meaning ascribed to it in Article 27.B.1.

111 “**League One Agreements**” has the meaning ascribed to it in Article 27.B.2.

112 “**League Parties**” means, collectively, USL and the Clubs (and each of USL and the
113 Clubs, individually, a “**League Party**”).

114 “**League Season**” or “**Season**” means the period in any year commencing on the date of
115 the League’s first Regular Season match and ending on the date of the League’s
116 championship match.

117 “**Likeness**” means, collectively, a Player’s name, nickname, initials, autograph/signature
118 (including facsimiles), voice, picture, photograph, animation, image, likeness, persona,
119 jersey number, statistics, copyrights and/or biographical data (but expressly excluding
120 any of a Player’s physiological data).

121 “**Loaned Player**” means a professional player who is registered with the League but
122 whose Parent Club is not a Club in the League. By way of example, a player on loan to
123 Phoenix Rising FC from Cruz Azul (of Liga MX), Seattle Sounders (of MLS) or
124 Greenville Triumph SC (of League One) would be considered a Loaned Player, whereas
125 a player on loan to Phoenix Rising FC from the Tampa Bay Rowdies would not be
126 considered a Loaned Player.

127 “**Loaned Player Salary Allocation**” has the meaning ascribed to it in Article 18.A.2(b).

128 “**Losses**” has the meaning ascribed to it in Article 7.D.1.

129 “**Marketing Materials**” means any and all (i) general promotional, advertising,
130 packaging, collateral or other display materials, (ii) Media, (iii) promotions, (iv)
131 advertising and promotional concepts (including but not limited to slogans, campaigns or
132 programs) or (v) any other creative or product that bears any or all League or Club
133 names, logos, trademarks, trade dress, uniforms or other forms of League or Club

134 intellectual property and is intended to publicize and promote the League, a Club or the
135 sport of soccer.

136 **“Maximum Benefit Spend”** has the meaning ascribed to it in Article 18.B.1.

137 **“Media”** means, collectively, any or all media, formats or forms of exhibition and
138 distribution, whether analog, digital or other, now known or hereafter developed,
139 including, but not limited to, print, tape, disc, computer file, radio, television, motion
140 pictures, other audio-visual and audio works, Internet, broadband platforms, mobile
141 platforms, applications, and other distributions platforms.

142 **“Medical Deadline”** has the meaning ascribed to it in Article 10.C.3(a).

143 **“Medical Examination”** has the meaning ascribed to it in Article 10.A.1.

144 **“Medical File”** has the meaning ascribed to it in Article 10.B.1

145 **“Medical Information”** means all medical and/or health information about a Player including,
146 but not limited to, all past, present or future: health, medical or surgical records; medical or health
147 questionnaire(s); information relating to any injury, sickness, disease, condition, medical history,
148 or medical, mental, or clinical status, or diagnosis, treatment or prognosis; clinical or treatment
149 notes or reports; fitness to play determinations; test results (including, but not limited to, the
150 results of neuropsychological testing); laboratory reports, x-rays or diagnosis imaging results; and
151 data relating to any testing or medical study.

152 **“Medical Information Forms”** has the meaning ascribed to it in Article 10.A.3.

153 **“Medical Information Release”** has the meaning ascribed to it in Article 10.B.2.

154 **“Minimum Base Compensation”** has the meaning ascribed to it in Article 18.D.1

155 **“Modification Deadline”** has the meaning ascribed to it in Section Article 8.R.3

156 **“Official Equipment Supplier”** means a supplier of athletic equipment to the League or
157 the Club, as applicable. The number of Official Equipment Suppliers may increase or
158 decrease during the term. A list of current Official Equipment Suppliers will be provided
159 to the USLPA upon request and updated as needed.

160 **“Official Matches”** means Regular Season matches, Post-Season matches, Compulsory
161 Matches, and any matches included in a League-run tournament (and does not include,
162 for example, exhibition or Pre-Season matches).

163 **“Off-Season”** means the time period from the later of a Player’s Club’s final Regular
164 Season or final Post-Season match until the Pre-Season Training Camp Start Date.

165 **“Parent Club”** means the club ultimately owning an individual’s professional playing
166 contract. By way of example, if an individual is signed to a professional contract with
167 Team A, Team A subsequently loans the individual to Team B, and Team B then loans
168 the individual to a USL Club, Team A would be considered the individual’s Parent Club.

169 **“Party”** or **“Parties”** has the meaning ascribed to it in Article 2.A.

170 **“Performance-Based,” “Performance-Based Contracts”** or **“Performance-Based**
171 **SPAs”** have the meanings ascribed to them in Article 8.G.1.

172 **“Person”** means an individual or a corporation, partnership, sole proprietorship,
173 company, firm, limited liability company, joint venture, trust, business association,
174 organization, joint stock company, unincorporated organization, group acting in concert,
175 Governmental Authority or other entity.

176 **“Players”** means professional players employed by Clubs through Standard Player
177 Agreements and those who may become so employed during the Term. For the
178 avoidance of doubt, this definition excludes all (a) amateur players signed to a playing
179 contract with a USL Club and (b) professional players with a Parent Club other than a
180 USL Club (i.e., Loaned Players).

181 **“Post-Season”** means that part of the League Season following the conclusion of the
182 Regular Season that includes the League’s playoffs, including, without limitation, any
183 play-in match, division match, conference championship and championship match.

184 **“Pre-Season”** means the time period from the Pre-Season Training Camp Start Date to
185 the start of the Regular Season.

186 **“Pre-Season Training Camp Start Date”** has the meaning ascribed to it in Article
187 23.B.2.

188 **“Professional Player”** means either a professional player on an SPA or a Loaned Player.

189 **“Prohibited Substances”** means (a) those substances included on the World Anti-
190 Doping Agency (WADA) Prohibited List, as such may be modified, updated, or
191 interpreted by WADA from time to time; (b) any illegal substances; and (c) such other
192 substances as may be added (or removed) by USL from time to time upon mutual
193 agreement with the USLPA.

194 **“Promotional Appearance”** has the meaning ascribed to it in Article 12.C.1

195 **“Publicity Rights”** has the meaning ascribed to it in Article 15.B.

196 **“Qualifying Shoe or Glove Deal”** means an exclusive, written agreement between a
197 Player and an on-field shoe or goalkeeper glove manufacturer that (a) has been disclosed
198 in the Player’s SPA or (b) is entered into during a period of time in which the Club has
199 not committed to providing the Player with on-field shoes or goalkeeper gloves (as
200 applicable), without cost to the Player, consistent with the terms of Article 15.G.3 hereof.
201 The Player agrees to provide a copy of the duration/term provision and signature page of
202 such Qualifying Shoe or Glove Deal, to be filed with the USL, upon request of a League
203 Party. Any subsequent exclusive, written agreement between the Player and a shoe or
204 glove manufacturer shall also be considered a “Qualifying Shoe or Glove Deal”, provided
205 that it was entered into within thirty (30) days of the expiration or termination of the

USL Championship – Collective Bargaining Agreement

- 206 Player’s previous Qualifying Shoe or Glove Deal.
- 207 “**Recordings**” has the meaning ascribed to it in Article 15.A.
- 208 “**Regular Season**” means that portion of the Season prior to the start of the Post-Season.
- 209 “**Salary**” means the weekly, monthly, or annual cash compensation to be paid regularly
210 to a Player, as indicated in the Player’s SPA.
- 211 “**Season**” – *see* “League Season”.
- 212 “**Soccer Camp**” has the meaning ascribed to it in Article 32.B.1.
- 213 “**Standard Compensation Period**” has the meaning ascribed to it in Article 8.J.1.
- 214 “**Standard Player Agreement**” or “**SPA**” means the League’s standard form of written
215 agreement (including any addenda thereto) between an individual and a Club, pursuant to
216 which such individual is employed by such Club as a professional soccer player.
- 217 “**Step**” has the meaning ascribed to it in Article 24.C.
- 218 “**System Arbitration**” has the meaning ascribed to it in Article 25.A.
- 219 “**System Arbitrator**” has the meaning ascribed to it in Article 25.D.
- 220 “**Term**” has the meaning ascribed to it in Article 4.
- 221 “**Union**” – *see USLPA*.
- 222 “**USL**” means USL Pro, LLC.
- 223 “**USLPA**” or “**Union**” means the USL Players Association.
- 224 “**USSF**” means the United States Soccer Federation.
- 225 “**Year**” means the twelve-month period running from January 1 through December 31.

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Article 2. Preamble

227 A. This Collective Bargaining Agreement, together with all Exhibits hereto (this
228 “CBA” or “Agreement”), which is the product of bona fide, arm’s length collective
229 bargaining, is effective as of October 25, 2021 (the “Effective Date”), by and between
230 USL, in its capacity as bargaining representative for the Clubs, and the USLPA.
231 Hereinafter, the USL and the USLPA may each be referred to as a “Party” and may
232 collectively be referred to as the “Parties.”

233 B. It is the intent and purpose of the Parties, through this Agreement, to: promote the
234 mutual interests of the Players, the Clubs, and the League; avoid interruptions to the
235 operations and competition of the League; and set forth herein their agreement covering
236 various conditions of employment.

237 C. This Agreement shall be binding upon and inure to the benefit of USL, the Clubs,
238 the USLPA, the Players, and their respective successors or assigns.

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Article 3. Recognition

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A. Recognition of USLPA. The USL recognizes the USLPA as the sole and exclusive bargaining representative of the Players. The USLPA warrants that it is duly empowered to enter into this Agreement for and on behalf of such Players.

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B. Recognition of USL. The USLPA recognizes the USL as the sole and exclusive bargaining representative of present and future employer Clubs. The USL warrants that it is duly empowered to enter into this Agreement for and on behalf of such Clubs.

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C. USLPA Meetings. The USLPA may hold meetings at Club facilities with the Players of each Club during Pre-Season and League Season, provided that: (i) the arrangements for each meeting have been cleared in advance through the president of the Club involved (or his designee); (ii) such facilities are available to the Club at the time requested; and (iii) no such meeting shall interfere with the training, practice or operation of the Club. Clearance shall not be unreasonably withheld.

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Article 4. Duration of Agreement

This CBA is effective as of the Effective Date and shall remain in full force and effect until midnight on the 31st day of December, 2025 and shall remain in effect from year to year thereafter unless either Party notifies the other in writing by April 1, 2025 (or April 1 of any renewal year thereafter) of its intention to terminate or modify the CBA (the “Term”).

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Article 5. Non-Discrimination

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This CBA will be applied to all Players without discrimination on the basis of race, religion, color, national origin, age, disability, marital status or sexual orientation.

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No Club will: (i) interfere with, restrain, or coerce a Player because of his USLPA

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membership or his lawful activities on behalf of the USLPA (provided such activities

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comply with any applicable terms and conditions imposed upon such Player by or in

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accordance with this Agreement), or (ii) discriminate against a Player in regard to hire,

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tenure, employment, or any term or condition of employment because of his USLPA

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membership or his lawful activities on behalf of the USLPA (provided such activities

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comply with any applicable terms and conditions imposed upon such Player by or in

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accordance with this Agreement).

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Article 6. Management Rights

A. Except as limited elsewhere by an express written provision of this CBA, the League Parties, in the exercise of their functions of management, shall in addition to their other inherent and legal rights to manage their respective businesses, including the direction and control of the teams, have the exclusive right at any time and from time to time to take any action they deem appropriate in the management of their businesses, including but not limited to the exclusive right to determine when, where, how and under what circumstances they wish to operate, suspend, discontinue, sell, or move and to determine the manner and the rules by which their teams shall play soccer.

B. All of the rights which were inherent in League Parties, as owners and operators of their businesses, including the teams, or incident to the management thereof, which existed prior to the selection of the USLPA as exclusive bargaining representative by the Players and which are not directly and expressly curtailed or contracted away by a specific provision of this Agreement or by an SPA are retained solely by the League Parties. Except as such rights are directly and expressly curtailed or contracted away by a specific provision of this Agreement or by an SPA, these rights include (without limitation) the right of the respective League Parties to:

1. Plan, direct and control operations of the Clubs and the League, including the establishment and administration of policies and procedures relating thereto;
2. Make and change rules, regulations, policies and practices not in conflict with the terms of this Agreement;
3. Select and change benefit plan carriers, insurers, administrators, fiduciaries, and trustees;
4. Cease operating a team in the League for any reason whatsoever;
5. Hire and terminate Players (and any other personnel, including coaches and other technical staff);
6. Ensure the security of its facilities and property including, without limitation, the rights of inspection and search;
7. Direct and schedule the Players (and any other personnel);
8. Take any action, notwithstanding any other provision of this Agreement, that the League Party deems necessary or appropriate to comply with any applicable Laws;
9. Determine what procedures and equipment shall be used in its operations, and to establish practices and procedures for the use, care and maintenance of such equipment;

USL Championship – Collective Bargaining Agreement

- 305 10. Decide on the nature and type of materials, services, supplies, equipment,
306 or machinery to be purchased or used, the price to be paid and to select the
307 vendors, manufacturers, sellers, suppliers, or lessors or same;
- 308 11. Change, alter, or modify any policy, practice, or decision with respect to
309 any of the rights reserved, retained, or enumerated herein, or with respect
310 to any other rights reserved to League Parties;
- 311 12. Take whatever actions the applicable League Party deems necessary or
312 desirable, subject to applicable Laws, to maintain and improve the safety
313 and health of the Players and the integrity of the competition;
- 314 13. Determine practice, match, and other work schedules, including the right
315 to require Players to work on Saturdays, Sundays, holidays, and scheduled
316 days off; and
- 317 14. Determine the method for the Players' performance of their duties,
318 including the introduction of improved methods, equipment or facilities.

319 C. The Parties recognize that FIFA and the USSF have rights affecting the conduct
320 of League Party business, and that League Parties may implement mandatory dictates of
321 FIFA and/or requirements of the USSF without bargaining over the decision to
322 implement such mandatory dictates. If such a mandatory dictate would result in (a) a
323 change in a Player benefit under an existing rule or regulation; or (b) the adoption of a
324 rule or regulation which would change a Player benefit under an existing rule or
325 regulation or impose an obligation upon the Players which had not previously existed, the
326 Parties shall bargain in good faith over the effects of the implementation of such a
327 mandatory dictate.

328 D. Except as such subjects are addressed elsewhere by this CBA, and without
329 determining whether such subjects are mandatory or permissive subjects of bargaining
330 under the National Labor Relations Act, during the term of this CBA, the USLPA
331 expressly waives its statutory right to bargain over the subjects set forth in this Article 6.
332 However, before deciding either to implement a new rule or policy or to change an
333 existing rule or policy regarding the subjects covered by this Article 6.D, USL shall (a)
334 give the USLPA reasonable notice of the proposed change; (b) upon request, provide the
335 USLPA with information reasonably necessary to engage in a meaningful dialogue
336 concerning the proposed change, and (c) engage in such a dialogue with the USLPA;
337 provided however, that without needing to reach impasse, USL may at any time
338 implement the proposed change after giving the USLPA at least seven (7) days' notice of
339 its intent to do so, notwithstanding and without any legal consequence attaching to the
340 status of, or delay resulting from, an information request made by the USLPA. The
341 subjects over which the USLPA expressly waives its right to bargain (except as otherwise
342 set forth in this CBA, as aforesaid) are:

- 343 1. Competition Manual provisions (except as otherwise provided in this
344 CBA), including but not limited to the establishment, termination, and

USL Championship – Collective Bargaining Agreement

- 345 definitions of and amendments to Player classifications and categories;
346 provided, however, that such classifications and categories are only
347 mechanisms intended to provide Clubs with relief from any Maximum
348 Benefit Spend regulations (e.g., a “homegrown player” rule in which such
349 Player’s Base Compensation would not be attributable toward any
350 Maximum Benefit Spend calculation);
- 351 2. roster size;
- 352 3. roster composition, including but not limited to the number of Players or
353 Professional Players on a Club’s roster;
- 354 4. season length, competition calendar dates (including but not limited to the
355 waiver and roster freeze dates), and scheduling (including but not limited
356 to the number and timing of regular season, post-season, All-Star or other
357 showcase matches (if any), U.S. Open Cup, exhibition, and other domestic
358 or international matches and tournaments);
- 359 5. Player registration and Player movement rules, restrictions, regulations,
360 and procedures (including as they relate to trades, transfers, and loans);
- 361 6. Off-Season competitions, and tours;
- 362 7. rules, regulations and procedures relating to the Maximum Benefit Spend
363 (including any limitations, restrictions, or penalties on amounts exceeding
364 the Maximum Benefit Spend);
- 365 8. Match format and playing rules;
- 366 9. Post-Season format, including but not limited to the number of matches,
367 the number and identity of participating Clubs, eligibility for Post-Season
368 participation, Post-Season competition rules, match format and rosters of
369 All-Star or other showcase matches (if any);
- 370 10. Player statistics and League or Club awards created, maintained, revised,
371 disseminated, deleted or discontinued;
- 372 11. Expansion or contraction of the League, including any related draft rules,
373 regulations or procedures;
- 374 12. Location of play or practice facilities and their respective setups, including
375 but not limited to the field surfaces and other aspects of the facilities and
376 access thereto; and
- 377 13. On-field equipment and uniforms and regulations relating thereto.

378 Notwithstanding the above, the following subjects shall not be subject to the provisions
379 above regarding meaningful dialogue: (a) League expansion or contraction and (b)

USL Championship – Collective Bargaining Agreement

380 location of play or practice facilities; and (c) Play-off format, including but not limited to
381 the number of matches, the number and identity of participating Clubs, eligibility for
382 Post-Season participation, Post-Season competition rules, and All-Star match format (if
383 any). Nothing herein shall prohibit the League Parties from engaging in dialogue with
384 the USLPA on any matter impacting the Players.

Article 7. Dues Checkoff

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386 A. Membership. Every Player has the option of joining or not joining the USLPA;
387 provided, however, that as a condition of employment for the duration of this CBA and
388 wherever and whenever legal:

- 389 1. any Player who is or later becomes a member in good standing of the
390 USLPA must maintain his membership in good standing in the USLPA;
- 391 2. any Player who is not a member in good standing of the USLPA must, on
392 the later of the 30th day following the ratification of this CBA or the
393 beginning of his employment with any League Club, pay service fees in
394 the same amount as the periodic dues; and
- 395 3. solely during the duration of this CBA (or any extension thereof) but not
396 during any period thereafter, the League and the Clubs shall take a neutral
397 position toward each Player’s choice to join or not join the USLPA and no
398 representative of the League or of any Club shall discourage Players from
399 joining the USLPA or from otherwise financially contributing to the
400 USLPA.

401 B. Check-Off.

- 402 1. The USLPA shall be responsible for obtaining from Players such written
403 check-off authorizations as they may sign. Copies of such authorizations
404 will be provided to the respective Clubs. Each check-off authorization by
405 a Player shall be in writing in the form prescribed in Exhibit D and
406 attached to the SPA and shall be governed by the provisions hereof. Any
407 changes to the form of check-off authorization must be approved in
408 writing by the League, such approval not to be unreasonably withheld,
409 conditioned or delayed.
- 410 2. The Club will deduct from the Salary of each Player who voluntarily
411 authorizes and directs such deduction in accordance with this Article, an
412 amount equal to the periodic dues and any assessments of the USLPA in
413 accordance with such authorization. Each Club shall remit the check-off
414 monies to the USLPA by electronic transfer, with a ledger identifying the
415 sources of the monies, within ten (10) business days of each deduction.
- 416 3. The USLPA shall advise the Clubs and the League in writing as to any
417 changes to the amount of periodic dues at least thirty (30) days in advance
418 of the effective date of such changes in the amount to be deducted.
- 419 4. Once the funds are remitted to the USLPA, their disposition thereafter
420 shall be the sole and exclusive obligation and responsibility of the
421 USLPA.

422 C. Enforcement.

USL Championship – Collective Bargaining Agreement

423 1. Upon written notification to the League and the Club by the USLPA that a
424 Player has missed two (or more) consecutive periodic payments (whether
425 they be, as the case may be, periodic dues or equivalent service fees), in
426 violation of Article 7.A, for which he has received written notice from the
427 USLPA and a reasonable period of time in which to cure, the League will
428 raise the matter for discussion with the Player. Within ten (10) days of
429 receiving written notice from the USLPA, the Player may file a Grievance
430 disputing the missed payments. If there is no resolution of the matter
431 within seven (7) days thereafter (or the matter is decided against the
432 Player), then the Club will, upon written request of the USLPA, suspend
433 the Player without pay, wherever legal. Such suspension will continue
434 until the USLPA has notified the Club and the League in writing that the
435 suspended Player has satisfied his obligation as contained in Section A
436 above. The parties hereby agree that suspension without pay is adopted as
437 a substitute for and in lieu of discharge as the penalty for failing to pay
438 dues, fees or an agency service fee. Should such suspension continue
439 during the League Season for more than forty-five (45) days, the Club
440 may, at its option, toll the Player's SPA for the entire League Season, such
441 that the Player shall owe an additional year of service under his SPA.
442 During any such suspension or tolling of the Player's SPA under this
443 Section C, neither the Club nor the League shall be under any obligation to
444 release (or otherwise permit the transfer of) the Player's registration.

445 2. The provisions of this Article 7.C shall not apply to (or against) any Player
446 whose predominant job situs is in a state which prohibits enforcement of
447 any such provision.

448 D. Indemnification.

449 1. *Indemnification.* It is specifically understood and agreed that neither the
450 League nor the Clubs assume any direct financial obligation arising out of the provisions
451 of this Article 7 (except for the obligation to remit to the USLPA any dues collected in
452 accordance with subsection B.2 above), and the USLPA will defend, indemnify and hold
453 League Parties harmless against any and all claims, grievances, demands, awards,
454 attachments, judgments, suits, or other forms of liability, including arbitrator fees, court
455 costs, or attorney's fees ("Losses"), brought or issued against a League Party because of
456 any action taken or not taken by League Parties consistent and in accordance with the
457 terms of this Article 7, the written check-off authorizations (as described in Article 7.B
458 above), and any associated written instructions from the USLPA.

459 2. *Notice of Third-party Claims.* League Parties shall give notice to the
460 USLPA (a "Claim Notice") within fourteen (14) days after obtaining knowledge of any
461 Losses or discovery of facts on which the League Parties otherwise intend to base a
462 request for indemnification under Section paragraph 1 above. The League Parties' failure
463 to timely provide a Claim Notice to the USLPA under this paragraph 2 does not relieve
464 the USLPA of any liability or other responsibilities that the USLPA may have to the
465 League Parties, but in no event shall the USLPA be liable for any Losses that result

466 directly from a delay in providing a Claim Notice to the extent that such delay materially
467 prejudices the defense of the related claim. The USLPA’s duty to defend applies
468 immediately, regardless of whether the League Parties have paid any sums or incurred
469 any detriment arising out of or relating, directly or indirectly, to any claim.

470 3. *Control of Defense.*

471 (a) League Parties shall allow the USLPA, to undertake, through
472 reputable independent counsel of its own choosing, the defense,
473 appeal or settlement of any third-party claim that is reasonably
474 likely to give rise to an indemnification claim under paragraph 1
475 above. In such event, the League Parties shall immediately deliver
476 to the USLPA all notices and documents (including court papers)
477 received by the League Parties in connection with the Losses.
478 League Parties shall reasonably cooperate with the USLPA in the
479 defense of any such claim or liability and any related settlement
480 negotiations.

481 (b) Notwithstanding anything to the contrary in this Article 7.D,
482 League Parties may employ, at any time, separate counsel to
483 represent their interests; provided, that (i) the League Parties shall
484 be solely responsible for the costs and expenses of any such
485 separate counsel and (ii) the USLPA shall otherwise remain
486 responsible to the League Parties for any Losses indemnified under
487 this Article 7.D.

488 4. *Settlement of Indemnified Claims by the USLPA.* The USLPA shall give
489 prompt written notice to the League Office of any proposed settlement of a claim that is
490 indemnifiable under Article 7.D.1. The USLPA may not, without the USL’s and the
491 applicable League Party’s prior written consent (which consent will not be unreasonably
492 withheld), settle or compromise any claim or consent to the entry of any judgment
493 regarding which indemnification is being sought hereunder.

494 **Article 8. Standard Player Agreement**

495 A. Form of Agreement. All Players will execute a Standard Player Agreement
496 (although, for clarification, an individual does not need to be party to an SPA in order to
497 attend and participate in Club or League-organized tryouts; provided, however, that such
498 individual shall, under no circumstances, be compensated in excess of the actual and
499 necessary expenses incurred in connection with attending and participating in such
500 tryouts). The form of the Standard Player Agreement between a Club and a Player is
501 attached hereto as Exhibit A, which is incorporated herein by reference and made a part
502 hereof. During the Term, no other form of SPA will be utilized. However, the USL and
503 USLPA may, from time to time, agree in writing to make changes to the Standard Player
504 Agreement.

505 B. Status of Prior Standard Player Agreements. Subject to Section C below, all
506 Standard Player Agreements and/or other agreements that were entered into by and
507 between any Club and any Player prior to the Effective Date shall remain in full force and
508 effect for their stated duration and any option years.

509 C. Conformity; Subservience to CBA. Each SPA (including those SPAs entered into
510 prior to the Effective Date) shall be deemed amended in such a manner as to require the
511 parties to comply with all terms of this CBA (including the form of SPA included in
512 Exhibit 1) and any other agreement collectively bargained between the League and the
513 USLPA (each, as amended, supplemented, or otherwise modified from time to time). In
514 the event of any inconsistency between the terms of an SPA and the terms of the CBA or
515 any other collectively bargained agreement, the provisions of the CBA or collectively
516 bargained agreement shall control.

517 D. Validity of SPA. No compensation of any kind shall be owed to any Player
518 (whether under a Guaranteed or other type of contract) with respect to the period of any
519 strike or lockout, but a strike or lockout will not void or otherwise affect the validity or
520 enforceability of an SPA. During a lockout (but not a strike), a Player may obtain
521 employment as a professional soccer player outside the League, solely through a loan
522 from his Club. While a Club's acceptance of such a loan arrangement shall not be
523 unreasonably withheld, conditioned, or delayed, a Club may condition its acceptance of
524 any loan agreement upon its ability to recall the Player immediately upon conclusion of
525 the work stoppage if his SPA's term has not expired. The parties also expressly
526 acknowledge that it would be reasonable for a Club to decline to approve such a loan
527 arrangement if the club receiving the Player on loan is not wholly responsible for any
528 medical or related costs associated with any injury sustained (in whole or in part) during
529 the Player's time on loan. The League Parties shall have no remedy against the USLPA
530 for a Player's breach of this provision.

531 E. General.

532 1. Any oral or written agreement between a player and a Club concerning
533 terms and conditions of employment shall be reduced to writing in the
534 form of a Standard Player Agreement as soon as practicable. However, no

535 such agreement is binding upon the Player or the Club until an SPA
536 embodying such terms and conditions has been duly executed by the
537 Player and the Club. Immediately upon the consummation of an SPA, the
538 Club shall notify the USL by e-mail, attaching a copy of an executed SPA
539 and any other required information. Once the Player has been registered
540 with the League, the League shall provide the USLPA with a copy of the
541 executed SPA.

542 2. A Player or prospective Player who knowingly falsifies a Medical
543 Information Form (as may be required under Article 10.A.3) prior to
544 entering into an SPA by failing to disclose an injury, illness, or condition
545 that renders, or will likely render, him physically or mentally unable to
546 perform the playing services required under an SPA, may have his SPA
547 deemed invalid. Prior disclosure of such injury, illness, or condition to the
548 Team, if requested on a Medical Information Form, is required.

549 F. Guaranteed Contracts.

550 1. Where a Player’s SPA is denoted as Guaranteed (via a check box in said
551 SPA), the status of any such SPA shall be referred to herein as “Guaranteed” and the
552 SPAs themselves shall be referred to herein as “Guaranteed Contracts” or “Guaranteed
553 SPAs”.

554 2. Where the SPA is Guaranteed, a Club may only terminate such Player’s
555 SPA on grounds that are expressly set forth in this Agreement (including the form of
556 Standard Player Agreement included in Exhibit A). Accordingly, a Club may not
557 unilaterally terminate a Player’s SPA solely by virtue of his on-field performance or the
558 fact that the Player may have sustained an injury (including one leading to death or
559 disability) during the course or scope of his employment.

560 G. Performance-Based Contracts.

561 1. Where a Player’s SPA is denoted as Performance-Based (via a check box
562 in said SPA), the status of any such SPA shall be referred to herein as “Performance-
563 Based” and the SPAs themselves shall be referred to herein as “Performance-Based
564 Contracts” or “Performance-Based SPAs”.

565 2. Beginning in 2022 and thereafter, where the SPA is Performance-Based, a
566 Club may unilaterally terminate such Player’s SPA at any time, in its sole and absolute
567 discretion, between the effective date of the SPA and the Contract Guarantee Date of that
568 Contract Year. Any such termination shall be made effective only upon the conclusion of
569 the waiver-wire period described in paragraph 4 below. If a Player signed to a
570 Performance-Based SPA is terminated other than for cause, his Base Salary shall be
571 provided by the Club (a) for a minimum of forty-five (45) days and (b) for fourteen (14)
572 days following the notice of termination. Thereafter, neither party shall have any further
573 obligation to the other (except as are otherwise designated either in this CBA or an SPA
574 as surviving such termination).

USL Championship – Collective Bargaining Agreement

575 3. All Performance-Based Contracts must meet the minimum Base
576 Compensation requirements set forth in Article 18.D.3.

577 4. For a period of three (3) full days following the termination of a
578 Performance-Based SPA, other Clubs in the League shall have the exclusive right to
579 assume the Player’s SPA; provided, however, that if a Club assumes the SPA, the SPA
580 shall be considered Guaranteed for the remainder of its term. After the lapse of the 3-day
581 waiver-wire period (i.e., 5:00 PM EST of the third day following the date of the waiver),
582 the Player’s right to sign with other teams shall be unrestricted.

583 5. The initial term of a Performance-Based SPA may not exceed one (1)
584 Contract Year (for avoidance of doubt, the initial Contract Year for which the SPA is
585 entered into) and, if any option terms are exercised, such SPA shall be considered
586 Guaranteed during such option terms.

587 6. Clubs may not add language to an SPA (in an addendum or otherwise)
588 which changes or has the effect of changing the SPA from a Guaranteed Contract to a
589 Performance-Based Contract.

590 H. 25-Day Contracts.

591 1. During the Regular Season, a Club may enter into an SPA with a Player
592 for twenty-five (25) days (a “25-Day Contract”).

593 2. No Club may enter into a 25-Day Contract with the same player more than
594 once during the course of any one Season. No Club may be a party at any
595 one time to more than two (2) 25-Day Contracts.

596 3. Notwithstanding anything to the contrary contained in an SPA, a 25-Day
597 Contract may be terminated prior to its expiration simply by providing
598 written notice to the Player and paying in full such sums as are set forth in
599 the SPA as if the Player had completed the entirety of the 25-Day
600 Contract.

601 4. Players on 25-Day Contracts may not be eligible to participate in the Post-
602 Season.

603 I. SPA Length.

604 1. Subject to any termination rights that may be set forth in this Agreement
605 (including, for clarification, in the form of SPA), a Player’s SPA (other than a 25-Day
606 Contract) will expire no sooner than November 30 of the Player’s final Contract Year.

607 2. The term of an SPA (i.e., including any option years) shall not exceed six
608 (6) Contract Years (regardless of any limitations that may have otherwise been applicable
609 pursuant to the FIFA RSTP).

610 J. Compensation Period.

USL Championship – Collective Bargaining Agreement

611 1. Beginning in 2022 and thereafter, the compensation period for a
612 Guaranteed or Performance-Based Contract shall:

- 613 (a) commence on (i) February 1 for a Player who has entered into an
614 SPA by that date; or (ii) for a Player who enters into an SPA after
615 February 1, the date on which such Player reports to the Club for
616 work; and
- 617 (b) continue through November 30 (the “Standard Compensation
618 Period”).

619 The Standard Compensation Period shall be extended to encompass any
620 period of time during which the Player is actually required by the Club to
621 report for work (to include Pre-Season Training Camp, Team workouts,
622 film sessions, Appearances, and/or other required Team activities, but not
623 to include any off-season fitness or training regimens (provided the exact
624 time and place of such regimens are not actively organized or mandated by
625 the Club)). By way of example, if a Player was required to work for six
626 (6) days in January in connection with an exhibition match or Non-
627 Compulsory Tournament, the Player would be provided with his Base
628 Compensation for those six (6) days as if they took place during the
629 Standard Compensation Period.

630 2. The Club and Player may also agree (in Addendum C of the SPA) for
631 compensation to be provided outside of the Standard Compensation Period. Any period
632 of time during which a Player is being compensated by his Club pursuant to his SPA shall
633 be referred to as the “Compensation Period.”

634 3. The Club may continue to require Players to abide by certain standards of
635 conduct during the Off-Season, regardless of whether such Players are compensated
636 during such period of time.

637 K. Termination of SPA.

- 638 1. *By Club.* In addition to any other grounds for termination that are
639 expressly set forth in this Agreement or the Standard Player Agreement, a
640 Player’s SPA may be terminated by a Club at any time without further
641 obligation on the part of either party, upon written notice to the Player
642 (with a copy to the USL and the USLPA), if the Player at any time
643 engages in a material breach of this Agreement or his SPA. Any such
644 termination shall be subject to the Player’s rights under the grievance
645 procedures set forth in Article 24 of this Agreement.
- 646 2. *By player.* The Player may terminate his SPA upon ten (10) business
647 days’ written notice of default to his Club (with a copy to the USL and the
648 USLPA) if (i) his Club defaults in its obligation to pay the Salary set forth
649 in Addendum C of the SPA or fails to perform any other material
650 obligation agreed to be performed by the Club under the SPA and (ii) the

651 Club fails to remedy such default within the ten (10) business days, or to
652 give notice of intent to arbitrate within seven (7) business days, of the
653 Player giving notice of such default in writing to the Club, USL, and to the
654 USLPA. The Player shall have no right to terminate his SPA prior to the
655 conclusion of its term (including any option periods) other than as
656 expressly set forth in this CBA or by mutual written agreement with his
657 Club (and regardless of whether the Player may otherwise have had such
658 right under FIFA’s RSTP). In the event the Club disputes an assertion by
659 the Player that it is in default of its obligations set forth in Section C of the
660 SPA or that it has otherwise failed to perform any other material
661 obligation under the SPA, and it is subsequently determined pursuant to
662 the Grievance procedures set forth in Article 24 of this CBA that a default
663 has occurred, the Club shall have five (5) business days from the date of
664 such finding to remedy such default. During the pendency of any
665 Grievance concerning the existence of a default, the Player’s SPA shall
666 remain in full force and effect, and all amounts shall continue to be paid in
667 accordance with its terms.

668 L. Effect of Termination of SPA. Except as otherwise set forth herein, upon
669 termination of an SPA by either a Player or his Club, all obligations of the Club to the
670 Player and the Player to the Club, including without limitation any obligation to pay any
671 amounts to the Player, shall cease on the effective date of termination, except that the
672 Club and the Player shall remain responsible for any and all obligations incurred (a) prior
673 to the effective date of termination or (b) arising out of such termination (including in
674 connection with any associated grievance or arbitration process and any outcome
675 produced therefrom). Upon such termination, and except as otherwise provided in this
676 CBA, the League and Club shall comply with FIFA’s regulations regarding the Player’s
677 registration and playing rights.

678 M. Terminations Resulting from Contraction.

679 1. Unless otherwise included in an SPA addendum and subject to paragraph
680 2 below, in the event that a Club ceases to field a team in the League, the
681 SPAs of such Club shall automatically be amended such that their term
682 expires as of November 30 following the last Season in which the Club
683 fielded a team. For clarification, however, if a Player is traded or
684 transferred to another USL Club prior to November 30, the Player’s SPA
685 shall remain in effect with his new USL Club (in accordance with Article
686 14.A). For any SPAs which were otherwise set to continue through the
687 upcoming season (but for the amendment described in the first sentence of
688 this subsection), the Club shall also pay to such Player an amount equal to
689 two (2) month’s base Salary, which amount shall be payable by December
690 31 or within thirty days of notification to the Players, whichever is later.

691 2. Unless otherwise included in an SPA addendum, if a Club ceases to field a
692 team in the League but nonetheless fields a team in another professional
693 league operated by USL (or its affiliate) the following season, the

USL Championship – Collective Bargaining Agreement

694 following provisions shall apply with respect to any Player with
695 Guaranteed Contract Years remaining on his SPA:

696 (a) The Club may, in its discretion, offer the Player the opportunity to
697 continue playing with the Club on the same terms and conditions
698 as set forth in his SPA. If the Player accepts the offer (or the Club
699 and Player agree on modified terms or conditions), the Club and
700 Player shall execute a new contract reflecting same. If the Player
701 declines (or does not accept the offer within seven (7) days), his
702 SPA shall be deemed amended such that its term expires as of
703 November 30 following the Club’s last Season in the League.

704 (b) If the Club does not offer the Player the opportunity to continue
705 playing with the Club on the same terms and conditions as set forth
706 in his SPA, or the Club and Player do not otherwise agree on
707 modified terms and conditions, such Club shall pay the Player an
708 amount equal to three (3) months’ base Salary by the later of (i)
709 January 31 and (ii) thirty (30) days following the date the Club
710 formally moves to the other professional league operated by USL
711 (or its affiliate).

712 3. For the avoidance of doubt, however, neither the League nor any of the
713 other Clubs may be held responsible for an exiting Club’s failure to make
714 any payments required by paragraph 1 or 2 above.

715 N. Options.

716 1. A Club may not include more than two (2) unilateral Club options in the
717 Player’s SPA and such options, in the aggregate, may extend the SPA for
718 no more than three (3) years. The term of any exercised option shall be
719 considered Guaranteed.

720 2. A Player’s compensation during each option term must be set forth in the
721 SPA (i.e., it cannot be left blank or subject to an “agreement to agree”).
722 This provision is solely applicable to SPAs entered into after the Effective
723 Date.

724 O. Option Exercise Date. The deadline for a Club to exercise its options for the
725 upcoming Contract Year may be no later than November 30.

726 P. Buyout Right.

727 1. Subject to the limitations set forth in Article 8.P.2 below, each Club may
728 unilaterally terminate Players on Guaranteed SPAs for the remaining
729 Season(s), for any reason or for no reason, provided that the Club: (i)
730 satisfied any obligations to the Player for the prior Season and (ii) pays the
731 Player an amount equal to 50% of his base Salary for each Guaranteed
732 Contract Year remaining in his SPA (i.e., excluding any option terms),

USL Championship – Collective Bargaining Agreement

733 with at least half payable within fourteen (14) days of the exercising of
734 such right and the remainder payable within sixty (60) days thereafter (the
735 “Buyout Right”). The Club shall pay any reasonable costs of collection
736 actually incurred by the Player. Upon the exercise of such Buyout Right,
737 the Player’s registration shall be promptly processed and released by the
738 Club and/or the League (as the case may be), and the League shall
739 promptly notify the USLPA that the Buyout Right has been exercised.

740 2. The Buyout Right set forth in Article 8.P.1 above is subject to the
741 following limitations:

742 (a) the Buyout Right must be exercised prior to November 30;

743 (b) the Buyout Right may not be exercised by a Club on more than
744 three SPAs over two (2) Years;

745 (c) the Buyout Right may not be exercised by a Club on more than
746 two (2) SPAs in any Year;

747 (d) the Buyout Right may not be exercised to terminate the SPA of a
748 Player who, as of November 30 of such Year, is (or will be) under
749 the age of 20; and

750 (e) the Buyout Right may not be exercised to terminate an SPA
751 executed prior to the Effective Date.

752 Q. Player Registration. Players’ registration procedures shall be in accordance with
753 the policies and guidelines of the USSF or, if applicable, the CSA.

754 R. Pre-2022 Contracts. The following provisions relate to the treatment of SPAs
755 initially entered into for the 2021 (or any prior) Season.

756 1. Such SPAs shall be considered Guaranteed SPAs.

757 2. With respect to the 2021 Season, the Salary or other compensation (and
758 the start and end dates associated therewith) set forth in a Player’s SPA shall be as set
759 forth in such SPA (and unmodified by the terms set forth in this CBA).

760 3. To the extent an SPA extends beyond the 2021 Season and either (a) the
761 compensation period set forth in such SPA does not have a fixed start date on or before
762 February 1; (b) the compensation period set forth in such SPA does not have a fixed end
763 date on or after November 30; or (c) the Base Compensation during the Standard
764 Compensation Period is less than the Minimum Base Compensation, the Club and Player
765 shall negotiate in good faith over the modification of any payment terms for such season
766 so that the total Base Compensation that would have been payable by the Club over the
767 course of the year (assuming an ordinary season unaffected by any Force Majeure
768 Events) remains unchanged (except as necessary to comply with Minimum Base

USL Championship – Collective Bargaining Agreement

769 Compensation requirements). Club and Player shall use good faith efforts to conclude
770 such negotiations on or before the following (as applicable, the Modification Deadline):

771 (a) Within thirty (30) days following the ratification of this CBA (but
772 in no event later than the Option Exercise Date set forth in Article
773 8.O.), with respect to an SPA which naturally extend beyond 2021
774 (i.e., which would extend beyond 2021 in the absence of an
775 option); or

776 (b) Within thirty (30) days of November 30, with respect to an SPA
777 that is extended beyond 2021 through the exercise of an option.

778 4. If the Player and Club are unable to reach an agreement by the
779 Modification Deadline, any obligation to compensate such Player outside of the Standard
780 Compensation Period would be removed and such Player’s Base Compensation during
781 the Standard Compensation Period would be modified in accordance with the following:

782 (a) Estimating the total Base Compensation in accordance with the
783 terms of the original SPA, using (where applicable) February 15 as
784 the “Required Report Date” and October 15 as the date for the
785 Club’s “Last Game”; then

786 (b) Dividing that number by 10 months to determine the revised
787 monthly Base Compensation; then

788 (c) If applicable, adding such additional Salary as may be necessary to
789 meet any applicable Minimum Base Compensation requirements.

790 5. For the avoidance of any confusion, examples have been included in
791 Exhibit E describing how the SPAs contemplated by paragraphs 3 and 4 above should be
792 modified.

793

Article 9. No Strike or Lockout

794 A. No Strike. Neither the ULSPA nor any Player, in concert with any other
795 Player(s), shall authorize, encourage, or engage in any strike, work stoppage, slowdown
796 or other interference with the activities of any Club or of the League (specifically
797 including by declining to play or practice) during the term of this Agreement. The
798 USLPA shall not support or condone any action of any Player which is not in accordance
799 with this Section and the USLPA shall exert best efforts to induce compliance therewith.

800 B. No Objection Letters. The USLPA agrees to promptly issue “no objection” letters
801 at the request of a Club in connection with any Player’s (or prospective Player’s) P1 visa
802 application during the term of this Agreement. Any such Club request must include the
803 Player’s full name, date of birth, email address and country of origin.

804 C. Remedies for Breach. To the extent otherwise consistent with this Agreement, in
805 the event that a Player violates Article 9.A, the Player shall forfeit his Salary for the
806 period of such violation. Should such conduct continue for more than two (2) weeks
807 following written notice to the Player and the USLPA from USL or the Club of such
808 breach, the Club may, at its option, toll the Player’s SPA for the entire Season, such that
809 the Player shall owe an additional Season to the Club under his SPA. During any period
810 of non-performance, the Player shall be prohibited from playing professional soccer for
811 any other club (including a club outside of the USL Championship). The Club shall also
812 retain the right to terminate the SPA of a Player who violates the provisions of this
813 Article 9.

814 D. No Lockout. Neither USL nor any Club shall engage in a lockout during the term
815 of this Agreement.

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Article 10. Medical Information and Fitness

A. Medical Examinations and Medical Information.

1. Each Club may, at its own cost, arrange for a Club-designated physician to conduct a medical examination of each of its Players or prospective Players (a “Medical Examination”) at such times as it reasonably deems advisable. Such Medical Examinations may include, without limitation, blood tests (including vial blood tests) which shall be subject to the limitations in Article 10.A.2 below. Each Player shall participate in and cooperate with any Medical Examination and provide complete and truthful information in connection therewith.
2. Blood tests (including vial blood tests) (whether during Pre-Season or at other times) may be conducted for the purposes of: (1) analyzing the nutritional needs of the Player, (2) ensuring the Player’s health and safety, (3) implementing a fitness related regime, or (4) implementing any Prohibited Substances testing protocol (which protocols must be agreed upon by the Parties). The results of a Player’s blood tests shall be shared with and explained to the Player by the Club medical staff, kept in the Player’s Medical File (as defined below), and shared only in accordance with Article 10.B.2.
3. In addition, each Club may, from time to time, require that each of its Players or prospective Players complete certain forms or questionnaires relating to the Player’s medical history (“Medical Information Forms”). Each Player agrees to complete such Medical Information Forms truthfully and without material omissions and acknowledges that doing so is a material condition of his SPA.
4. Each Player agrees to promptly (i) notify the Club’s coach, athletic trainer, or physician of any injury, illness, or medical condition which (a) may impair or otherwise affect, either immediately or over the course of his SPA, his Fitness or (b) was otherwise incurred (or aggravated) during the scope and course of the Player’s employment with the Club including, but not limited to, travel with his team or on business requested by the Club and (ii) in the case of an injury, provide any additional information about the circumstances leading to the injury requested by the Club. The obligations of this paragraph depend on the Player’s knowledge of the condition or injury and, with respect to clause (i)(a), its effect on his Fitness.
5. Injuries, illnesses or conditions reported by a Player to the Club Medical Staff and/or observed by the Club Medical Staff shall be documented in the Player’s Medical File (as defined below).

B. Medical File.

USL Championship – Collective Bargaining Agreement

- 856 1. The Club shall keep any Medical Information collected by the Club from
857 or about the Player in a confidential medical file, to be maintained,
858 transmitted, and disposed of in accordance with applicable Law (“Medical
859 File”).
- 860 2. Each Player may be required to execute during Pre-Season each year or
861 upon joining a Club during the Season a medical information release in the
862 form attached as Exhibit B and such other documents as may be required
863 to release all of his medical records (the “Medical Information Release”),
864 including through a centralized repository, as follows:
- 865 (a) to Club doctors, athletic trainers, or other medical staff who have a
866 formal relationship with the Club (collectively, the “Club Medical
867 Staff”);
- 868 (b) to the Club Medical Staffs of other Clubs in the League in
869 connection with a contemplated player acquisition (whether via
870 signing, trade, loan or transfer);
- 871 (c) to his Club’s workers’ compensation insurance carrier and to Club-
872 personnel as needed to process workers’ compensation claims or
873 otherwise assess or offer benefits;
- 874 (d) to allow the following individuals to view (but not receive) the
875 Player’s Medical File, but only to the extent it might affect the
876 Player’s on-field performance: the Club’s coaching staff, technical
877 director, and senior Club officials who have a reasonable need to
878 be made aware of such information;
- 879 (e) to other relevant Club, League, and Governing Body personnel as
880 may reasonably require such information in connection with any
881 dispute resolution process (including as set forth in Article 24);
- 882 (f) to such other Persons as reasonably required to effectuate any
883 purposes or provisions of this Agreement or the SPA (provided
884 such Persons agree to keep such information confidential); and
- 885 (g) to such other Persons as may be reasonably required to comply
886 with applicable Law.
- 887 3. The Medical Information Release would also permit a Club, the League,
888 and/or the USLPA to disclose the following information for public
889 relations purposes:

USL Championship – Collective Bargaining Agreement

- 890 (a) for injuries sustained during the course of a Player's employment
891 as a skilled soccer Player with the Club, including, but not limited
892 to, travel with his team or on business requested by the Club:
- 893 (i) the nature of a Player's injury,
894 (ii) the prognosis and the anticipated length of recovery from
895 the injury, and
896 (iii) the treatment and surgical procedures undertaken or
897 anticipated in regard to the injury; and
- 898 (b) for any other medical and/or health condition that prevents a Player
899 from rendering services to his Club:
- 900 (i) the fact that a medical and/or health condition is preventing
901 the Player from rendering services to the Club, and
902 (ii) the anticipated length of the Player's absence from the
903 Club.
- 904 4. Notwithstanding paragraph 3 above, the League and USLPA shall
905 negotiate in good faith for a series of general injury descriptions and/or
906 classifications to be used (such as, for example, “Upper Body” or “Lower
907 Body” injuries, as the case may be) in the case of any routine disclosures
908 relating to Player injuries or unavailability.
- 909 5. Except with respect to uses, disclosures and redisclosures of Medical
910 Information that are permitted under this CBA (including the form of
911 SPA) and the Medical Information Releases, the Clubs, the USLPA and
912 the League shall not use, disclose or redisclose any Medical Information
913 relating to a Player (unless stripped of all individual Player-identifying
914 information) without the express, prior, written consent of the Player or as
915 required by Law.
- 916 6. When a Player is transferred or loaned from one USL Club to another
917 USL Club, his medical records, including athletic trainers’ notes, shall be
918 forwarded to the team physician of his new Club. When a Player is
919 transferred to a club outside of the League, his medical records will be
920 forwarded only upon, and in accordance with, the request of the Player.
- 921 7. Upon reasonable advance notice to a Club (no less than five (5) business
922 days), the Club shall provide the requesting Player (or former Player, as
923 the case may be) with a copy of his Medical File.
- 924 C. Fitness to Play.
- 925 1. *Fitness Obligation.*

- 926 (a) Each Player agrees to use his best efforts to keep himself Fit. If a
927 Player is not Fit, in the reasonable discretion of the Club’s
928 physician, the Club may require the Player to complete any
929 rehabilitation or training activities that the Club’s personnel
930 (including the Club-designated physician) may specify.
- 931 (b) If the Player, in the judgment of the Club's physician, is disabled or
932 is not in good physical condition at the commencement of the
933 season or at any subsequent time during the season (unless such
934 condition is the direct result of any injury sustained during the
935 course of his employment as a Player with the Club, including but
936 not limited to travel with his team or on business requested by the
937 Club), and such disability or other lack of Fitness was within the
938 Player’s reasonable control, then it is mutually agreed that the Club
939 shall have the right to suspend the Player for such period of
940 disability or lack of Fitness, and the Club may, at its option, reduce
941 the Player’s Salary by up to twenty-five percent (25%) during such
942 period. However, if the Player’s disability or lack of Fitness was
943 not within the Player’s reasonable control, then the Club may, at its
944 option, reduce the Player’s Salary by up to twenty-five percent
945 (25%) during such period, *but only* once such disability or lack of
946 Fitness has existed for ninety (90) days.
- 947 2. *Fitness Determination.* The following procedures shall be used to resolve
948 any dispute over whether a Player is Fit and whether any lack of Fitness is
949 the direct result of an injury sustained during the scope and course of his
950 employment with his Club (the “Fitness Determination”):
- 951 (a) The initial Fitness Determination shall be made by a Club-
952 designated physician. The Player may contest a Fitness
953 Determination by being examined by his own physician (at
954 Player’s sole cost and expense) as expeditiously as practicable
955 after receiving the determination of the Club-designated physician.
- 956 (b) Should the Player-designated physician disagree with the Club-
957 designated physician as to the Fitness Determination, the Player-
958 designated physician shall notify the Club-designated physician of
959 his Fitness Determination within 48 hours of the examination of
960 the Player, which determination the League may require to be in a
961 specific form or format. The two physicians shall then consult as
962 expeditiously as possible and no later than 72 hours thereafter (or
963 later upon a showing of extraordinary circumstances) regarding the
964 Fitness Determination. If the Player-designated physician and the
965 Club-designated physician agree as to the Fitness Determination,
966 such determination shall be binding (and the parties shall have no
967 rights to grieve the determination under Article 24).

968 (c) In the event that the Player-designated physician and the Club-
969 designated physician do not reach agreement as a result of the
970 consultation, they shall (within the seventy-two (72) hour period in
971 subpart 2b above) agree upon an independent physician who shall
972 make a binding determination as expeditiously as practicable (and
973 the parties shall have no rights to grieve the determination under
974 Article 24). If the Fitness Determination of the independent
975 physician is that the Player has passed, the Club would then
976 promptly make up any missed payments to the Player and
977 compensate the Player for the costs of any medical examination. If
978 the Player-designated physician and the Club-designated physician
979 are unable to agree upon an independent physician, the
980 independent physician shall be designated by the President of the
981 state medical society (or his or her designee) in the state in which
982 the Club is located.

983 3. *Fitness as Condition Precedent.* If so designated by mutual agreement in
984 Addendum E to an SPA, establishing that the Player must report for and
985 submit to a Medical Examination (to be performed by one or more
986 physicians designated by the Club), the following provisions shall apply; it
987 being understood and for the avoidance of doubt, except as set forth in this
988 Section 3, the validity of an SPA may not be conditioned upon passing a
989 Medical Examination:

990 (a) The Player must report for such Medical Examination at such
991 times as follows: (i) for Players under contract with another team
992 at the time the SPA is signed, no later than the tenth (10th) business
993 day following the championship game of each team’s respective
994 league; (ii) for Players not under contract with another team at the
995 time the SPA is signed, no later than the tenth (10th) business day
996 following the execution of the SPA; (iii) for Players outside the
997 country at the time the SPA is executed for whom a visa is
998 necessary to enter the country, no later than two (2) business days
999 following the Player’s entry into the Club’s market on such visa
1000 (collectively, the “Medical Deadline”) and, upon reporting, supply
1001 all information reasonably requested of him, provide complete and
1002 truthful answers to all questions posed to him, and submit to all
1003 examinations and tests reasonably requested of him. However,
1004 with respect to (i) above, to the extent that the Player’s current and
1005 prospective teams are both in the USL Championship, the Player
1006 and the new team will engage in best efforts to conduct the
1007 Medical Examination within ten (10) business days from the last
1008 day of the regular season or the date that both teams have been
1009 eliminated from the playoffs (whichever is later). All costs and
1010 expenses relating to the Medical Examination, including travel and
1011 lodging, shall be borne by the Club.

- 1012 (b) The determination of whether the Player has passed the Medical
1013 Examination shall be made by the Club in its sole discretion,
1014 exercised in good faith, in consultation with one or more of the
1015 Club’s physicians; and a Club shall have the right to determine in
1016 good faith that a Player has failed to pass the Medical Examination
1017 due to the risk of a future injury, illness or other health condition
1018 notwithstanding that the Player is currently able to perform as a
1019 skilled soccer player in the League. If the Player does not pass the
1020 physical examination, the Club shall promptly notify the Player (in
1021 any case, no later than two (2) business days following the Medical
1022 Deadline). Furthermore, the Club shall pay to the Player an
1023 amount equal to two (2) weeks Base Compensation.
- 1024 (c) The Club’s determination that the Player has passed the Medical
1025 Examination (or the failure of the Club to notify the Player of the
1026 contrary within two (2) business days following the Medical
1027 Deadline) shall be a condition precedent to the validity of the
1028 Contract. Accordingly, and without limiting the generality of the
1029 preceding sentence, until such time as a Player has passed the
1030 Medical Examination (or the two (2) business days have passed
1031 without notification to the contrary), he may not attend any regular
1032 training camp of the Club or participate in matches or organized
1033 practices with the Club.
- 1034 (d) Clubs shall not use these Fitness as Condition Precedent provisions
1035 to renegotiate the terms and conditions of an SPA.
- 1036 (e) There shall be no public disclosure of SPA signings subject to
1037 Medical Examinations unless and until the Player has either passed
1038 (or is deemed to have passed) the Medical Examination. There
1039 shall be no public disclosure of the results of Medical
1040 Examinations subject to these Condition Precedent provisions.

1041 D. Duty of Club-Designated Health Care Professionals. The Parties acknowledge
1042 the principles that:

- 1043 1. the primary professional duty of all individual health care professionals
1044 (such as Club-designated physicians, athletic trainers, physical therapists,
1045 chiropractors, dentists and neuropsychologists) providing health care to a
1046 Player, shall be to the Player-patient regardless of the fact that the health
1047 care professional or his/her hospital, clinic, or medical group is retained by
1048 the Club; and
- 1049 2. health care professionals, such as Club-designated physicians, who are
1050 examining and evaluating a Player shall be obligated to perform objective
1051 examinations and evaluations and shall do so on behalf of the Club,
1052 subject to all professional and legal obligations to the Player-patient.

USL Championship – Collective Bargaining Agreement

1053 The Club shall remind applicable Club Medical Staff on an annual basis of the
1054 obligations of this section D.

1055 E. Physiological Monitoring/Testing.

1056 1. Club medical staff may conduct physiological testing in connection with
1057 training and matches. Such physiological testing may include, without
1058 limitation: heart rate, body fat, VO2 max, omega wave and urine hydration
1059 testing. Clubs may share the results of such physiological testing with the
1060 coaching staff, technical director and other relevant Club and League
1061 personnel. The Club shall share the results of such physiological testing
1062 with the Player. Except as permitted by paragraph 2 below, the results of
1063 the physiological testing shall not be publicly disseminated unless
1064 consented to by the USLPA. The League or Club may require a Player to
1065 wear any physiological monitoring device during or in connection with
1066 training or matches. A Player shall not be required to wear any
1067 physiological monitoring device in a match unless the device in question
1068 does not, in the reasonable judgment of the League after having consulted
1069 with the Union, impede Players' performance.

1070 2. Performance measures or metrics (such as distanced covered or number of
1071 sprints) that are independent of physiological response may be publicly
1072 disseminated provided that, before doing so, the League conducts a
1073 dialogue with the USLPA in a manner consistent with Article 6.D for
1074 subjects on which the Union waived its right to bargain. The League and
1075 the USLPA shall bargain over the public dissemination of any other
1076 physiological information (including performance measures or metrics
1077 that are based on, but do not disclose, heart rate or another physiological
1078 response (e.g., "exertion rate," heart rate percentage above baseline, etc.)).

1079 F. Athletic Trainers. Each Club shall make a minimum of one (1) fully certified
1080 athletic trainer available to Players during all official Club practices, workouts, and
1081 matches. Any trainers hired or retained after the effective date of this Agreement shall be
1082 certified by the National Athletic Trainers Association. Trainers may be provided by a
1083 third-party organization. In addition, each Club will utilize its reasonable best efforts to
1084 ensure that its athletic trainers have, available in the Club's locker room, the supplies
1085 necessary to provide appropriate care for professional athletes.

1086 G. Concussion Protocol.

1087 1. Professional soccer, like all professional team sports, involves inherent
1088 risk of injury. Therefore, the League and USLPA shall convene on a
1089 regular basis (but no less than once per year) to address the assessment
1090 and management of suspected and actual concussions sustained by

USL Championship – Collective Bargaining Agreement

1091 Players, any potential new or revised concussion protocols, and (if
1092 applicable) the implementation thereof.

1093 2. The USLPA acknowledges that, as of the Effective Date, each Club is
1094 required to establish and implement its own set of concussion protocols
1095 (and accordingly, such protocols may vary by Club). Any set of
1096 concussion protocols which would be equally applicable across the
1097 League will first be discussed with the USLPA; provided, however, that
1098 the League may ultimately implement any set of concussion protocols
1099 which it determines, in its reasonable discretion, will promote the safety of
1100 the Players.

Article 11. Player Obligations

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1102 During the term of his employment under a Standard Player Agreement, a Player
1103 shall perform all of the duties that may be required of and from him pursuant to the terms
1104 of this Agreement and his Standard Player Agreement, including that he be available and
1105 promptly report for and, to the best of his ability, fully participate in all of the Club’s
1106 training and practice sessions, workouts, meetings, matches, and all other activities
1107 required under the SPA, unless excused by the Club or League, as applicable.

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Article 12. Appearances

1109 A. General. The Players agree and recognize their duty to assist, upon the reasonable
1110 request of the League or Club (as applicable) in the promotion and marketing of the
1111 League, its Clubs, and the sport of soccer, including as set forth in this Article 12 (it
1112 being acknowledged, however, that this obligation is subject to the terms of Sections B-F
1113 of this Article 12, and more specifically that this duty does not include any obligation of
1114 the Player to promote the League, its Clubs, or the sport of soccer through any personal
1115 social media channels).

1116 B. Media Appearances. A Player shall cooperate with reasonable requests of
1117 television, radio, newspaper, magazine and other news media representatives and agrees
1118 to cooperate with the League and the Club, either separately or together, to be available
1119 for and participate in such news media photo sessions and interviews and other media
1120 Appearances as may reasonably be required. Locker rooms, however, shall be closed to
1121 the media for a minimum of fifteen (15) minutes after the match. The notice and
1122 scheduling restrictions of Article 12.F below shall not apply to media Appearances.

1123 C. Promotional and Charitable Appearances.

1124 1. Upon request by his Club or the League, a Player shall be required to
1125 make Appearances for the primary purpose of promoting or marketing (a)
1126 the League, his Club and/or the sport of soccer and (b) charities, public
1127 services or other community services or events (each, a “Promotional
1128 Appearance”), in each instance subject to the terms set forth by Article
1129 12.F below.

1130 2. For the avoidance of doubt, while a Promotional Appearance may be
1131 associated with a Commercial Affiliate, any Appearance whose primary
1132 purpose is to promote the Commercial Affiliate or a commercial enterprise
1133 other than the League or his Club shall be described and governed by
1134 Article 12.D.

1135 3. Promotional Appearances may include (without limitation), youth
1136 organizational visits, award shows, projects and programs, skills shows,
1137 talks, speeches, autograph signings, post-match meet-and-greets, clinics,
1138 or hospitality or promotional events. For the avoidance of doubt,
1139 however, no such Appearance shall require a Player to endorse or to give a
1140 testimonial for any product or service.

1141 D. Commercial Appearances. Subject to the limitations imposed by Article 12.F
1142 below, Players may be required to make Appearances for the primary purpose of
1143 promoting Commercial Affiliates or a commercial enterprise other than the League or
1144 their Club without additional compensation (each, a “Commercial Appearance”).

1145 E. Bulk Autograph Signing. Players may be required to participate in internal bulk
1146 autograph signing of items mandated by their Club or the League, provided that Players
1147 receive a minimum of twenty-four (24) hours’ notice of any such bulk autograph signing.

- 1148 F. Appearance Guidelines.
- 1149 1. Anything contained in this Article 12 to the contrary notwithstanding, no
1150 Player shall be required to make more than ten (10) Appearances in the
1151 aggregate in any given Contract Year, through any combination of
1152 Promotional Appearances (including any Promotional Appearances at
1153 Soccer Camp, as described in Article 32.B.1) and Commercial
1154 Appearances. Through 2022, every additional Promotional or
1155 Commercial Appearance shall be compensated at a minimum of \$100.
1156 After 2022, each additional Promotional or Commercial Appearance shall
1157 be compensated at a minimum of \$125. Notwithstanding the foregoing,
1158 Appearances in which all (or substantially all) Players on the Team are
1159 required to attend do not count toward the limitations set forth in the
1160 previous sentence.
- 1161 2. Appearances outside of a twenty-five (25) mile drive from the Club’s
1162 home stadium shall last no more than three (3) hours in length, (including
1163 reasonably expected travel time).
- 1164 3. Appearances taking place within a twenty-five (25) mile drive from the
1165 Club’s home stadium shall last no more than two hours (not including
1166 travel time).
- 1167 4. No Appearance shall be scheduled by a Club or the League for a time
1168 period which exceeds that set forth in paragraph 2 or 3 above (as
1169 applicable) without first consulting with the applicable Player(s). Any
1170 Appearance which ends up exceeding the time limitations set forth in said
1171 paragraph 2 or 3 shall be deemed hereunder as two (2) Appearances.
- 1172 5. For any Appearance under this Article 12, other than media Appearances
1173 or bulk autograph signings, Clubs must notify a Player in writing (which
1174 may be via email) of an Appearance at least seven (7) days in advance of
1175 such Appearance. The notice shall outline the nature, location, duration,
1176 expected Player role, and point of contact for the Appearance. An
1177 Appearance request not made at least seven (7) days in advance shall be
1178 considered optional to the Player.
- 1179 6. Players shall be given a reasonable amount of time between the end of
1180 training or a match and commencement of an Appearance. If an
1181 Appearance is scheduled within two hours after the end of training or a
1182 match, a meal must be provided by the Club. Such meal shall be
1183 reasonable under the circumstances. Players shall also be given a
1184 reasonable amount of time between the end of an Appearance and the
1185 commencement of training or a match.
- 1186 7. Appearances shall not be scheduled during a Player’s day off, and Clubs
1187 shall use reasonable efforts to distribute individual Appearances amongst

- 1188 its Players.
- 1189 8. Subject to submission of expense reports (within thirty (30) days of when
1190 such expenses are incurred), the Club or League, as applicable, shall
1191 reimburse the Player within thirty (30) days thereafter for all reasonable
1192 and necessary out-of-pocket expenses (e.g., mileage, parking) that the
1193 Player incurs in connection with any Appearances which are requested by
1194 the Club or League. For transportation that is not provided by the League
1195 or a Club, mileage reimbursement shall be at the then-current Internal
1196 Revenue Service rate.

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Article 13. Roster

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A. Professional Players. From the date that is two (2) weeks prior to the commencement of the Regular Season through the conclusion of a Club’s Season, each Club shall have, on its master roster, at least the minimum number of (x) Professional Players and (y) Players signed to Guaranteed SPAs set forth in the chart below. In so calculating, Loaned Players may count toward the minimum number of Professional Players; provided, however, that (i) the Parent Club has no right to recall such Loaned Players and (ii) no more than two (2) Loaned Players may be applied towards such minimum at any given time.

Year	Professional Players	Guaranteed SPAs
2021	12	10
2022	14	11
2023	15	12
2024	16	12
2025	16	12

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B. Academy Players.

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1. A Club may register up to five (5) Academy Players which do not count towards the maximum number of players allowed on the Club’s master roster and are allowed to participate in League Competitions. After the first five Academy Players rostered, Academy Players will count against the master roster. A Club may not include more than five (5) Academy Players on its gameday roster.

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2. A Club may also include no more than seven (7) of the following (in the aggregate) on its gameday roster:

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(a) Academy Players; and

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(b) Players who are unemancipated minors as of the January 1 preceding a Season and, throughout such Season: (i) will have housing provided by their families; (ii) will have health insurance provided by their families or their Clubs; and (iii) will receive Base Compensation less than the Minimum Base Compensation (as permitted by Article 18.D.5).

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3. Each of the maximums in paragraphs B.1 and B.2 above may be reduced at the sole discretion of the League.

USL Championship – Collective Bargaining Agreement

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4. For purposes of this Article 13.B, the following criteria must be met in order for an individual to be considered an “Academy Player”:
- 1226 (a) The player is under the age of 21 as of the official start date of that
1227 Regular Season; and
- 1228 (b) The player has never been signed or registered as a professional
1229 soccer player, as recognized by FIFA.
- 1230 Additional (non-conflicting) criteria respecting Academy Players may be
1231 added at the sole discretion of the League.

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Article 14. Player Movement

A. Loans and Transfers Not Requiring Consent.

1. Subject to any limitations included in Addendum G of a Player’s SPA, a Club may loan, trade or transfer a Player to another USL Club without the Player’s consent; provided that (i) the Player’s Salary remains the same and (ii) the Player’s other benefits are materially similar (as verified by the Clubs through filling out and executing a Benefit Confirmation Form). For clarification, the Player’s benefits need not be identical to be materially similar (e.g., if the transferring Club provided health insurance, the new Club could instead provide the Player with a stipend towards the purchase of health insurance which would result in him having reasonably similar out of pocket costs as those he had at the transferring Club). Notwithstanding the foregoing, if the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased based upon the market to which the Player is being relocated.

2. A Player who is loaned, traded or transferred from one USL Club to another without his consent or who joins a new Club pursuant to the terms of Article 8.G.3 shall be reimbursed:
 - (a) By his new USL Club for all reasonable and necessary, documented expenses associated with relocating to his new USL Club, not to exceed \$4,500;

 - (b) By his old USL Club, upon conclusion or recall of a loan, for reasonable and necessary, documented relocation expenses associated with relocating back to his old USL Club, not to exceed \$4,500;

 - (c) By his new USL Club, for reasonable and necessary, documented expenses associated with the termination or settlement of his lease obligations on his residence in the city from which he was assigned, such expenses not to exceed the lesser of (a) four months’ rent and (b) \$4,500. The reimbursement must be based upon verifiable receipts for payments made by the player for his accommodation and is limited to only the player’s share of shared accommodation.

3. A Club may withhold authorization for relocation expenses under Article 1.H.2(a) and Article 1.H.2(b) only if such expenses are unreasonable or if the Club provides a reputable moving company to accomplish the Player’s move. For clarity, the Club has the right to require a Player to use a Club-designated moving company; it being understood that in such event the Club shall be responsible for all reasonable relocation expenses, even if such expenses exceed the reimbursement amounts set forth in Article

1272 14.A.2. The Player shall submit his receipts for reimbursement of
1273 relocation expenses within sixty (60) days of the expenditure(s), and Club
1274 shall reimburse the Player for such expenses within thirty (30) days of
1275 receiving such receipts.

1276 4. The new Club shall promptly coordinate (and pay for) Player’s travel from
1277 his old Club to his new Club, and Player may be required to report to his
1278 new Club within twenty-four (24) hours of arrival in the new Club’s
1279 market.

1280 5. Within two (2) weeks after reporting to his new Club, the Player will be
1281 allowed three (3) consecutive days off to organize his affairs. Permission
1282 to a Player to take one or more of these three (3) days prior to reporting to
1283 his new Club shall not be unreasonably withheld. If a Player’s new Club
1284 requires the Player to travel to the new Club’s market with forty-eight (48)
1285 hours’ notice or less the Club shall pay for travel arrangements back to the
1286 old Club’s market.

1287 B. Loans and Transfers Requiring Consent.

1288 1. Clubs have the right during the term of a Player’s SPA to loan, transfer,
1289 assign and/or sell the rights to the Player’s services to any professional
1290 soccer team or league; provided, however, that except as may be permitted
1291 by Article 14.A.1, the Player must consent in writing to any such loan,
1292 transfer, assignment or sale. Except as otherwise agreed in writing
1293 between a Player and a Club, the Player shall be solely responsible for any
1294 relocation expenses incurred in connection with any such loan, transfer,
1295 assignment or sale.

1296 2. Any SPA entered into prior to the execution date shall be deemed to
1297 require the Player’s consent to any loan, transfer, assignment or sale
1298 (including to another USL Club).

1299 C. FIFA Regulations. Any loan, transfer, assignment or sale of a Club’s rights to the
1300 Player’s services shall be made in accordance with all applicable rules and regulations of
1301 FIFA and any relevant governing body provided such rules and regulations do not
1302 conflict with any provisions or remedies set forth in this CBA or applicable Law.

1303 D. Transfer Consideration. Except as otherwise agreed to in writing between a
1304 Player and his Club, a Player is not entitled to receive any portion of the consideration
1305 received by a Club or the League for any loan or transfer of the Player’s services to
1306 another team or league (regardless of whether such loan or transfer is domestic,
1307 international, to another USL Club, or to a club in another league).

1308 E. FIFA RSTP. Unless otherwise prohibited by any other provision of this CBA, the
1309 League Parties shall be permitted to act in accordance with (and enforce their rights
1310 under) any provisions of the FIFA RSTP, specifically including Article 20 (Training
1311 Compensation) and Article 21 (Solidarity).

USL Championship – Collective Bargaining Agreement

1312 F. Drafts. USL will consult with the USLPA as to procedures in the event that the
1313 League chooses to enact a draft (whether for a traditional expansion, contraction, or other
1314 form of draft); provided, however, that the League shall bargain with the USLPA over the
1315 parameters relating to the compensation and SPA length for Players (or prospective
1316 Players) entering into any such draft.

1317 G. Respect of Contract. No Player, without the consent of his Club, shall enter into
1318 an agreement (whether written, oral, or otherwise) with another club (whether in the USL
1319 Championship or any other league) for his playing services unless his SPA has expired or
1320 is due to expire within six months (which, for the purpose of this calculation, shall
1321 include any option years exercisable by the Club) (the “Last Six Months”). For
1322 avoidance of doubt, any such agreement between a Player and a USL Club shall be in the
1323 form of a Standard Player Agreement, in accordance with Article 8.E.1 (but which may
1324 not be made effective until after the expiration of the Player’s current SPA).

1325 H. Anti-Tampering. Beginning in 2022, notwithstanding any FIFA RSTP provision
1326 to the contrary, for a period of time determined by the League in advance of each Season
1327 (but which period may start no earlier than the Sunday prior to the last week of the
1328 regular season and end no later than the championship match), neither a Player nor his
1329 agents or representatives may engage in any contract negotiations or discussions with any
1330 Club in the League other than the Player’s current Club with respect to a future contract.
1331 If a Club or Player violates this provision, the League may prohibit the Club and Player
1332 from entering into an SPA for the next season and/or may declare null and void any
1333 contract entered into between the Club and Player.

1334 I. Academy Player Rights. The USLPA agrees that the League may establish
1335 mechanisms for helping to ensure Clubs are able to capitalize on their investment into the
1336 development of players in their respective territories. Such mechanisms may include, for
1337 example, giving the training Club certain rights of first negotiation or rights of first
1338 refusal or the development of inter-club compensation schemes relating to the
1339 development, training, and success of such players, in each instance after first having
1340 conducted a dialogue with the USLPA; provided, however, the League will bargain with
1341 the USLPA over mechanisms which extend beyond a Player’s first SPA (including any
1342 option terms included therein).

1343 J. Relocation Expenses for New Signings. Except as otherwise agreed between a
1344 Club and a Player in an SPA, the Player shall be solely responsible for any relocation
1345 expenses incurred in connection with signing such SPA with the Club (and his
1346 subsequent relocation to the Club’s home city).

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Article 15. Group Licensing, Marketing, and Apparel

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A. Recordings. League Parties may film, photograph, record or otherwise capture a Player and his Likeness in connection with the performance of his obligations under his SPA (including without limitation, participation in Pre-Season activities, exhibition matches, training sessions, Regular Season matches, Playoff matches, and appearances for or on behalf of his Club) (collectively, the “Recordings”). A Player, if provided reasonable notice, shall be available to have Recordings created, individually or with other players in the League, at such times or places as the League or his Club may reasonably designate. League Parties are the sole and exclusive owners of any and all rights in and to the Recordings.

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B. Publicity Rights.

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1. Each Player hereby grants to Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his Likeness (including any Recordings thereof) for any and all uses or purposes that publicize and promote the League, the Clubs or the sport of soccer in any way in any and all Marketing Materials (collectively, “Publicity Rights”), without regard to whether such Marketing Materials include sponsor identification. Without limiting the foregoing, this grant includes the right to use a Player’s Likeness for the purpose of publicizing and promoting the following aspects of the League and/or any of its Clubs: brands, matches, ticket sales, match broadcasts and telecasts, programming focused on the League, one or more Clubs and/or their matches and events (e.g., coaches shows, highlight based shows, and behind-the-scenes programming), other League or Club-related Media offerings (e.g., branded content segments featuring match footage and other programming enhancements), Media distribution platforms, official events and officially sanctioned awards programs (e.g., Golden Boot), and public service, charitable, or community oriented initiatives. League Parties may use a Player’s Likeness individually pursuant to the foregoing and shall not be required to use the Player’s Likeness in a group or as one of multiple players; provided, however, that such use by League Parties remains subject to Article 15.E.

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2. For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the Term any Recordings filmed, photographed, recorded or otherwise captured during the Term solely for the purposes described herein. However, Publicity Rights do not include the right to use a Player’s Likeness in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel) (all of which are included in Section D below), other than such products that constitute programming (as described above) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings).

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C. Broadcast Rights. The Players and USLPA do not and will not contest during or after the term of this CBA, and this hereby confirms their acknowledgment of, the exclusive rights of the League and Clubs (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all Media, any League or Club matches or any excerpts thereof and (ii) to produce, license, offer for

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1389 sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any
1390 of the foregoing), on a live, delayed, or archived basis, any League or Club matches or
1391 any excerpts thereof, in any and all Media.

1392 D. Group Licensing. The USLPA, on behalf of present and future Players, agrees
1393 that the League, for good and sufficient consideration, has the worldwide right to use or
1394 license in a group of three (3) or more Professional Players the Likenesses of all such
1395 Players in connection with any product, brand, service, product line or other commercial
1396 use and any sponsorship, endorsement or promotion thereof, provided that such use is in
1397 combination with the use of any or all League or Club names, logos, trademarks, trade
1398 dress, uniforms or other form of League intellectual property (a “Group Licensing
1399 Program”), as further set forth in the Group License Agreement between the League (on
1400 behalf of itself and the Clubs) and the USLPA (on behalf of itself and the Players)
1401 executed contemporaneously herewith (as it may be amended, restated, supplemented, or
1402 otherwise modified in accordance with its terms, the “Group License Agreement”). Such
1403 grant includes the right to make individual use, or license the individual use, of a Player's
1404 Likeness in a series, set, collectible or as part of a sequential product (e.g., trading cards,
1405 posters, pins, etc.) with three (3) or more Professional Players, provided that it is not in a
1406 manner that features, highlights or individually promotes such Player to a greater degree
1407 relative to the other Professional Players in any given application.

1408 E. No Player Endorsement. Notwithstanding anything to the contrary in Article
1409 15.B or Article 15.D, the foregoing grant does not confer, during or after the term of this
1410 Agreement, any right or authority to use a Player's Likeness in a manner that implies any
1411 endorsement by Player of a third-party brand, product or service (“Endorsement”). For
1412 purposes of clarity, and without limitation, it shall not be an Endorsement for a Club or
1413 the League to use, or authorize others to use, including, without limitation, in a Group
1414 Licensing Program or in third party advertising and promotional materials, footage and
1415 photographs of Player's participation in League or Club matches or events that does not
1416 unduly focus on, feature, or highlight, Player in a manner that leads the reasonable
1417 consumer to believe that Player is a spokesperson for, or promoter of, a third-party
1418 commercial product or service.

1419 F. Player Marketing Rights.

1420 1. A Player shall not:

1421 (a) use the name or logo of the League or the Clubs for any purpose
1422 unless he shall have received the prior written consent and
1423 approval of the League or Club (as applicable, which may be
1424 withheld in their sole and absolute discretion); provided, however,
1425 that the Player shall have the right to use the Club's name for
1426 biographical purposes; or

1427 (b) unless he shall have received the prior written consent and
1428 approval of the League or Club (as applicable, which may be
1429 withheld in the their sole and absolute discretion), use or make any

1430 endorsements or commercial appearances, sponsor any products,
1431 consent to the use by any third party of any name, picture or
1432 likeness of the Player (a) in which he appears, either alone or with
1433 others, in any official Club uniform, in any attire which closely
1434 resembles or is substantially similar (so as to be confusingly
1435 similar) to any official Club uniform, or in any attire whatsoever
1436 bearing or displaying the marks and/or logos of either the League
1437 or any Club, or (b) in which he appears together with two (2) or
1438 more other members of the Club or League, regardless of their
1439 attire, or (c) in which he is identified as a member of the Club or
1440 League.

1441 2. In the event of any inconsistency between, on the one hand, any provisions
1442 of either this Agreement or the Player's SPA and, on the other hand, any sponsorship,
1443 endorsement or licensing agreement (including any agreement with regard to footwear)
1444 entered into, renewed, or otherwise extended by a Player during the term of his SPA, the
1445 provisions of this Agreement and the Player's SPA shall control, and the Player shall be
1446 solely responsible for complying with such provisions.

1447 G. Apparel.

1448 1. Except as specified in Article 15.G.2 or Article 15.G.3 below, a Player
1449 shall wear and/or display only such footwear, clothing, equipment and other personal
1450 items as are endorsed by the League or his Club (and shall promptly obey and comply
1451 with any and all other reasonable guidelines and directives hereinafter issued by the
1452 League or his Club regarding apparel and/or equipment permitted or not permitted to be
1453 worn or utilized by members of the Club) at Club matches, practices or training camps, at
1454 clinics or other events sponsored or arranged by the Club or the League, at all Player
1455 appearances on behalf of the Club or the League, and/or while traveling with the Club.
1456 For the purpose of this Article, Players may be required by the League or the Club to
1457 wear on-field footwear manufactured by Adidas, Nike, Puma, or another reputable and
1458 professionally appropriate manufacturer approved in writing by the USLPA (which
1459 approval shall not be unreasonably withheld, conditioned or delayed).

1460 2. The Player shall not display any logo upon or endorse, or agree to display
1461 any logo upon or endorse, any item of on-field equipment which is not produced by the
1462 League's or Club's Official Equipment Supplier(s) except, in certain instances, for on-
1463 field footwear or goalkeeper glovegear, as set forth in Article 15.G.3 below.

1464 3. A Player may wear manufacturer-logo-identified shoes or goalkeeper
1465 gloves on-field only if such manufacturer has been designated by the League as an
1466 authorized footwear or glove supplier, as applicable. If on-field shoes or goalkeeper
1467 gloves are supplied by or on behalf of his Club (without cost to the Player), then the
1468 Player shall wear (and display the logo of) only the shoes or gloves supplied by his Club
1469 unless (i) he has a Qualifying Shoe or Glove Deal with a different manufacturer or (ii) he
1470 has formally completed an opt-out process. The specific procedure for completion of the
1471 opt-out process will be established by the League, in consultation with the USLPA, but is

USL Championship – Collective Bargaining Agreement

1472 intended to provide a Player with the opportunity to avoid wearing Club-provided on-
1473 field shoes upon the medical advice of a trainer or doctor.

1474 H. USLPA Marketing. The USLPA agrees that it will not engage in or conduct (or
1475 permit or license any third party to engage in or conduct) any form of trade or consumer
1476 promotion, marketing or advertising that uses or refers to League or Club intellectual
1477 property, to any of the Club's stadiums or practice facilities, or that otherwise creates an
1478 association between the League or any USL Clubs and a third party.

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Article 16. Rules and Discipline

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A. Club Rules.

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1. Clubs may establish, maintain, modify and enforce rules with which its players shall comply at all times, whether on or off the field; provided, however, that such rules are in writing, are reasonable, and do not violate the provisions of this Agreement or the SPA. A Club may discipline a Player for violation of such Club rules and otherwise for just cause. The discipline to be imposed, if any, shall be considered and decided by the Club, who may terminate an SPA or impose other lesser discipline in lieu of termination at any time without further obligation on either party to the SPA; provided, however, that: (i) any such discipline is reasonable in relation to the offense (or series of offenses, if applicable); (ii) if such discipline is monetary (e.g., a fine), such discipline is also reasonable in relation to the Player’s compensation; and (iii) the schedule of fines (or other discipline) had been distributed or otherwise made available to the Player prior to the occurrence of the applicable violation.

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2. For the avoidance of doubt (and without limiting any other provisions of this Agreement), if a Player does any of the following, such action (or inaction, as the case may be) shall be considered a material breach of this Agreement or the SPA (regardless of whether such is specified in any Club rules):

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(a) engages in acts of deliberate misconduct or insubordination, after prior warning;

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(b) engages in a single egregious act of misconduct (with or without prior warning);

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(c) fails, refuses or neglects, following notice and an opportunity to cure, to submit to medical evaluations or to medical treatment in accordance with Article 10 or the SPA; or

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(d) has received written notice of breach (including via email) on three or more occasions, at least one of which was from a front office executive such as the President or General Manager, for Club rules that resulted in discipline that could have been grieved under Article 24 of this Agreement, and without such discipline being set aside either by the Impartial Arbitrator or the Grievance Committee. For the purposes of this provision, “discipline” means either (i) a suspension (for any period of time) or (ii) a fine or monetary penalty of at least \$100.00 that was deducted from the Player’s wages in accordance with Article 16.E.

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3. When a Player is disciplined by his Club, he shall be given notice in writing, stating the amount of the fine, the duration of the suspension, and any other discipline (in each case, as applicable), and the reasons therefor.

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1518 4. Club discipline is subject to the Dispute Resolution provisions of Article
1519 24, and such rules shall not be stayed pending such Grievance procedures. The Club
1520 rules shall be equally applicable to each Player, and its current rules must be made
1521 available to any Player or prospective Player upon request.

1522 B. Certain League Discipline: League discipline for off-field misconduct that is not
1523 determined by the USL to be detrimental to the reputation and public image of the
1524 League, the Team and/or the sport of soccer (i.e., within the scope of Article 16.C.2,
1525 below) shall be subject to the “just cause” standard. Any grievance relating thereto shall
1526 be resolved as provided in the Dispute Resolution provisions of Article 24.

1527 C. Discipline for On-Field Conduct and Detrimental Off-Field Conduct. It is
1528 understood and agreed that USL may discipline a Player for on-field misconduct and for
1529 off-field misconduct detrimental to the reputation and public image of the League, the
1530 Club and/or the sport of soccer, as more fully described hereafter.

1531 1. *On-Field Misconduct*.

1532 (a) “On-Field Misconduct” shall include misconduct that occurs in any
1533 stadium or playing facility, in and/or around the stadium or playing
1534 facility (involving any person(s) or property in or around the
1535 stadium or playing facility), including, but not limited to: the
1536 playing field, locker rooms, parking lots, spectator stands or other
1537 spectator facilities, and other back-of-house and underground
1538 areas, including those used by television production and other
1539 media), and which occurs at, during or in connection with any
1540 match or tournament in which the Player competes.

1541 (b) Discipline for on-field misconduct will ordinarily be considered
1542 and imposed by the USL (or an internal committee thereof).
1543 Discipline for on-field misconduct may include a fine and/or
1544 suspension, with or without pay, or other lesser discipline, and may
1545 be imposed regardless of whether a yellow or red card has been
1546 issued.

1547 (i) Any USL-imposed discipline (A) for on-field misconduct
1548 under this Article 16.C.1 that exceeds the standard
1549 minimum fine amount or suspension length or (B) for
1550 “major game misconduct” may be appealed to the IDP (as
1551 defined below), provided such appeal is submitted within
1552 twenty-four (24) hours of the communication of the
1553 suspension or fine. The IDP may revise any such discipline
1554 in its discretion, provided that any such decision is
1555 unanimous. If the IDP is unable to reach a unanimous
1556 decision, the IDP will be deemed to have decided to uphold
1557 the discipline. Any such decisions by the IDP constitute
1558 full, final and non-reviewable (in arbitration or otherwise)

USL Championship – Collective Bargaining Agreement

- 1559 dispositions of the disputes and will be binding on the
1560 Player(s) involved and the parties to this CBA.
- 1561 (ii) Any USL-imposed discipline for the standard minimum
1562 fine amount and suspension length is non-reviewable (in
1563 arbitration or otherwise).
- 1564 (iii) Any Club discipline for on-field misconduct rendered in
1565 addition to the discipline rendered by the League or IDP
1566 may be grieved to the Impartial Arbitrator in accordance
1567 with Article 24, except that the sole issues before the
1568 Impartial Arbitrator shall be whether the Club’s decision
1569 was arbitrary and capricious.
- 1570 Any suspension imposed under this Article 16.C.1 shall not be
1571 stayed pending appeal.
- 1572 (c) USL will engage in a dialogue with the USLPA in the manner
1573 required by Article 6.D prior to making any substantive
1574 modifications to the review and appeals processes for on-field
1575 misconduct, as set forth in the Competition Manual; provided,
1576 however, that the Independent Disciplinary Panel (the “IDP”) shall
1577 be comprised of the following three individuals, in each instance
1578 not affiliated with the League or the USLPA: (1) a former
1579 professional coach, selected by USL; (2) a former professional
1580 referee, selected by USL; and (3) a former professional player,
1581 selected by the USLPA.
- 1582 (d) If the USL believes that a Player’s actions during a match
1583 warranted a red card and either (i) the officials did not see the
1584 incident, and therefore did not have an opportunity to act, or (ii)
1585 the officials did see the incident but no red card was issued at the
1586 time, the USL shall refer such matters to the IDP. The IDP will be
1587 empowered to issue a red card to any player for such player’s
1588 actions during a match, provided that (i) if the officials did not see
1589 the incident, and therefore do not have the opportunity to act, the
1590 IDP unanimously determines such action to have warranted a red
1591 card and (ii) if the officials did see the incident but no red card was
1592 issued at the time, the determination that a red card was warranted
1593 is unanimous. Any such decision by the IDP is binding and non-
1594 reviewable (in arbitration or otherwise). In determining whether a
1595 red card was warranted, the IDP will also be empowered to
1596 determine any discipline associated with the player’s actions
1597 (which may exceed the standard minimums). Any such decisions
1598 by the IDP constitute full, final and non-reviewable (in arbitration
1599 or otherwise) dispositions of the matter and will be binding on the
1600 Player(s) involved and the parties to this CBA.

USL Championship – Collective Bargaining Agreement

- 1601 (e) Players shall receive suspensions and fines for the accumulation of
1602 yellow cards during a single season under the following schedule:
- 1603 (i) Five yellow cards: No suspension, \$200 fine.
- 1604 (ii) Eight yellow cards: One (1) game suspension, \$300.00 fine.
- 1605 (iii) Eleven yellow cards: Two (2) game suspension, \$400.00
1606 fine.
- 1607 (iv) Fourteen yellow cards: Three (3) game suspension, \$500.00
1608 fine.
- 1609 The Good Behavior incentive in place as of May 29, 2019, shall
1610 remain in effect.

1611 2. *Off-Field Misconduct Detrimental to the Reputation of the League.*

- 1612 (a) In the event that the USL determines that alleged off-field conduct
1613 is detrimental to the public image and/or reputation of the League,
1614 the Club and/or the sport of soccer, the incident and the discipline
1615 to be imposed, if any, shall be considered and decided by the USL,
1616 which may terminate an SPA (without limitation to Article 16.C.1
1617 above and other provisions of this CBA regarding termination of
1618 an SPA), impose a fine and/or suspension (with or without pay) or
1619 impose other lesser discipline in lieu of termination at any time
1620 without further obligation on either party to the SPA, upon written
1621 notice (which may be via email) to the Player and the USLPA.
1622 Such alleged off-field conduct includes (without limitation):
- 1623 (i) if the Player violates any substance abuse policy then in
1624 effect or is subjected to any penalties for testing positive for
1625 a Prohibited Substance, for noncompliance, or for refusal to
1626 submit to a drug test as required under the terms of such
1627 substance abuse policy;
- 1628 (ii) if the Player bets, or has offered or attempted to bet, money
1629 or anything of value on any match participated in by any
1630 Club (in the League), or by any Players, or on matches of
1631 any National Team (including, without limitation,
1632 participation in any kind of fantasy game);
- 1633 (iii) if the Player is involved in any attempt to fix, throw or
1634 improperly affect any soccer match (including any League
1635 Competition); or
- 1636 (iv) if the Player is involved in the giving or offering of any
1637 bribe that involves, or gambles on, any League

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Competition.

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- (b) Any disputes relating to discipline imposed under this Article 16.C.2 shall be decided pursuant to the Grievance procedures set forth in Article 24, except that the sole issues before the Grievance Committee (and Impartial Arbitrator, if applicable) shall be (a) whether the USL exceeded the scope of its authority and (b) if not, whether the USL’s determination was supported by substantial evidence and was not unreasonable based on the following considerations: (i) the facts and circumstances surrounding the conduct at issue; (ii) whether the penalty was proportionate to the gravity of the offense; and (iii) the legitimate interests of both the Player and the League. Any suspension imposed under this Article 16.C.2 shall not be stayed pending appeal.

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D. Non-Duplicative. While both the Club and the USL may have the authority to discipline a Player for misconduct, in the event that both the Club and the USL impose any monetary discipline (e.g., fines) for the same conduct, only the USL-imposed monetary discipline shall be effective. However, this Article 16.D does not prevent a Club from imposing its own non-monetary discipline on top of any discipline imposed by the League (e.g., if the League suspended a Player for 3 matches, there is nothing that would prevent the Club from extending its own internal suspension of the Player beyond 3 matches).

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E. Deduction of Fines. A Club shall deduct from any amounts due to the Player per his SPA any fines or penalties levied against the Player by USL or his Club unless (i) the fine is under appeal to the League or (ii) the USL’s decision in connection with such fine or penalty is the subject of a Grievance under Article 24; or (iii) if such fine is due to caution accumulations.

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Article 17. Prohibited Activities

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During the term of his employment under a Standard Player Agreement, a Player shall not, without the written consent of his Club, engage in activities involving a substantial risk of bodily injury, including without limitation: (i) sky-diving, hang gliding, snow skiing, rock or mountain climbing (as distinguished from hiking), rappelling, and bungee jumping; (ii) fighting (*i.e.*, mixed martial arts; jujitsu), boxing, or wrestling; (iii) driving or riding on a motorcycle or moped; (iv) riding in or on any motorized vehicle in any kind of race or racing contest; (v) operating an aircraft of any kind; (vi) engaging in any other activity excluded or prohibited by or under any insurance policy which the Club 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 Club prior to the execution of his SPA; or (vii) participating in any match or exhibition of soccer, basketball, American football, hockey, lacrosse, or other contact sport. Players may, without written consent of the Club, participate, as amateurs, in golf, running, swimming, hiking, and other activities that (1) are non-contact and (2) do not involve a substantial risk of bodily injury, including off-season soccer training or activities consistent with the Club’s off-season training regimen.

Article 18. Benefit Spend

In lieu of setting spending minimums and maximums on different categories of expenses, the following concept is intended to permit Clubs to spend money relating to Professional Players in the manner in which the Clubs deem best, while also ensuring that they meet certain aggregate minimum spending obligations relating thereto.

A. Benefit Spend.

1. A “Benefit Spend” is the sum of (x) annual spending (or the fair market value of other benefits provided), on an accrual basis (subject to Article 18.A.2), by or on behalf of a Club or a Club-Related Entity relating directly to Players and (y) the Club’s Loaned Player Salary Allocation. Spending relating directly to Players includes (without limitation) the following categories, subject to the rules set forth in Article 18.A.2 below:

- (a) Salary paid to Players;
- (b) Signing (or other guaranteed) bonuses (each, as amortized over the Guaranteed Years of the respective SPAs);
- (c) Incentive or other bonus payments;
- (d) Amounts paid for services other than as a professional soccer player;
- (e) The value of any housing or personal transportation (or the amount of any such stipend, if applicable);
- (f) Health or other insurance contributions (including to or on behalf of a Professional Player’s family);
- (g) Player medical costs (e.g., fees to doctors, hospitals, and other health care providers, the drugs and other medical supplies provided to Players, and the cost associated with implementing any concussion or other player health and safety protocols), but not including (a) salaries of trainers or other Club personnel, (b) the cost of Club medical or training equipment, or (c) costs which are reimbursed by or paid for through workers’ compensation or any other medical insurance);
- (h) workers’ compensation premiums, payroll, unemployment compensation and social security taxes (including payments made on behalf of a Player released from his SPA that covers that Contract Year);
- (i) Any relocation costs to or from the Club’s home city (or the amount of any such stipend, if applicable), other than in connection

- 1717 with a Player’s loan or transfer;
- 1718 (j) The value of meals provided *other than* during team travel; and
- 1719 (k) Any fees payable to Players’ agents or representatives.

1720 However, for the avoidance of doubt, spending that is only indirectly
1721 related to Professional Players (or their families, as applicable) is not to be
1722 included in a Club’s Benefit Spend. Such indirect spending includes, for
1723 example, spending on (i) uniforms and other equipment provided to
1724 Professional Players; (ii) coaches or other technical staff (or any other
1725 Club personnel); (iii) stadium, practice facilities, and other Club
1726 infrastructure; and (iv) team travel (including *per diems* or meals in lieu
1727 thereof).

1728 2. Accounting.

1729 (a) General Rule. Except as set forth in the rules below, all
1730 compensation paid (or otherwise provided) to a Player pursuant to
1731 the terms of an SPA shall be attributable to the Contract Year(s) in
1732 which the Player is required under the SPA to render services to
1733 the Club as a soccer player, regardless of how the compensation is
1734 characterized under the SPA.

1735 (b) Loaned Player Salary Allocation. A Loaned Player’s Salary shall
1736 be equal to the lesser of \$100,000 and the greater of:

1737 (i) the Loaned Player’s Salary (as determined in the playing
1738 contract with his Parent Club), multiplied by the number of
1739 Official Matches in which the player appeared, divided by
1740 the number of the Club’s Official Matches; and

1741 (ii) the combined amount paid (x) to the Parent Club for the
1742 right to use the player and (y) the Salary actually paid to the
1743 player by the Club.

1744 (c) Signing Bonus. Any signing or other guaranteed bonus in an SPA
1745 shall be attributed, *pro rata*, over the Guaranteed Years of the
1746 SPA. If an SPA contains only one (or no) Guaranteed Years, the
1747 Signing Bonus shall be attributed in full to the first Contract Year.

1748 (d) Performance Bonuses. Any amounts that are actually earned by a
1749 Player as performance bonuses, or any other bonuses properly
1750 included in an SPA, shall be included as part of the Benefit Spend
1751 in the Contract Year in which the service or performance giving
1752 rise to the Bonus was provided.

1753 (e) Player Agent Costs. Any amounts paid by a Club to a Player’s

USL Championship – Collective Bargaining Agreement

1754 agents or representatives shall be considered the equivalent of a
1755 signing bonus and, accordingly, shall be attributed, *pro rata*, over
1756 the Guaranteed Years of the player’s SPA.

1757 B. Maximum Benefit Spend.

1758 1. The League may establish rules prohibiting, limiting, taxing, or otherwise
1759 regulating any Benefit Spend by any Club in excess of the Maximum
1760 Benefit Spend. As used herein, the Maximum Benefit Spend means, for
1761 each Year, a Benefit Spend of not less than the following amount:

Year	Maximum Benefit Spend
2022	\$1,880,000
2023	\$1,970,000
2024	\$2,100,000
2025	\$2,250,000

1762 For each Year thereafter, the Maximum Benefit Spend shall be increased
1763 by the lesser of:

1764 (a) the percentage rate of increase for the immediately preceding Year
1765 in the CPI; and

1766 (b) five percent (5%).

1767 2. The League may unilaterally increase the Maximum Benefit Spend or, in
1768 so calculating, may reduce or exclude any type of Benefit Spend in its sole
1769 and absolute discretion. However, in any instance in which the League
1770 increases the Maximum Benefit Spend (or reduces or excludes certain
1771 types of Benefit Spend from its calculation), the revised Maximum Benefit
1772 Spend will not be locked-in as a new Maximum Benefit Spend floor.

1773 3. If the League establishes any rules prohibiting, limiting, taxing, or
1774 otherwise regulating any Benefit Spend in excess of the Maximum Benefit
1775 Spend, the League shall confidentially provide the USLPA with a copy of
1776 such rules (as they may be amended from time to time).

1777 4. Beginning with respect to 2022, the League will provide the USLPA with
1778 a report by April 1 of the succeeding year including each Club’s actual
1779 Benefit Spend and the amount of each component spent thereon.

1780 C. Calculation of Minimum Base Compensation.

USL Championship – Collective Bargaining Agreement

- 1781 1. For purposes hereof, a Player’s Base Compensation is equal to:
- 1782 (a) his Salary; *plus*
- 1783 (b) the value of any housing or personal transportation (or the amount
- 1784 of any such stipend, if applicable); *plus*
- 1785 (c) the value of any health insurance contributions (including to or on
- 1786 behalf of a Player’s family); *plus*
- 1787 (d) the applicable portion of any signing (or other guaranteed)
- 1788 bonuses, but specifically excluding any amounts paid by a Club to
- 1789 a Player’s agents or representatives.
- 1790 2. With respect to 1(d) above, the amount of such payments shall be
- 1791 attributed evenly over the Standard Compensation Period throughout the
- 1792 term of the SPA (excluding any option years).

1793 D. Minimum Base Compensation Requirements. Beginning with respect to the 2022

1794 Season, the Parties agree to the Base Compensation requirements set forth below. In

1795 each instance, any Minimum Base Compensation requirements are applicable, for any

1796 given Contract Year, only during the Standard Compensation Period. All amounts set

1797 forth herein are “per month” and any pro-rated amounts are to be based on a 30-day

1798 month.

- 1799 1. Each Player’s Base Compensation shall be equal to or greater than the
- 1800 Base Compensation amounts set forth below (as applicable, the
- 1801 “Minimum Base Compensation”).

Year	Minimum Base Compensation
2022	\$2,200
2023	\$2,250
2024	\$2,400
2025	\$2,600

1802 For each Year thereafter, the Minimum Base Compensation shall be

1803 adjusted by the lesser of (x) the percentage rate of increase for the

1804 immediately preceding Year in the CPI or (y) 4%.

- 1805 2. In no event may the reasonably anticipated value of a Player’s housing and
- 1806 health insurance account for greater than half of his Base Compensation.
- 1807 Each Club shall certify to the League in the form included as Exhibit F (or
- 1808 such other form as the League and USLPA may subsequently agree), on

USL Championship – Collective Bargaining Agreement

1809 an annual basis in connection with each Player’s registration, the
1810 reasonably anticipated value of such housing and health insurance. The
1811 Club shall promptly make such certifications available to the applicable
1812 Player and/or the USLPA upon request.

1813 3. Performance-Based Contracts shall be for no less than the applicable
1814 Minimum Base Compensation plus \$500. Further, a Club may not, at any
1815 one time, be a party to more than four (4) Performance-Based Contracts
1816 (in the aggregate). If a Club has more than three Performance-Based
1817 Contracts at any one time, the monthly Base Compensation of at least one
1818 (1) such contract must be greater than or equal to Minimum Base
1819 Compensation plus one thousand eight hundred dollars (\$1,800) and the
1820 monthly Base Compensation of at least one (1) such contract must be less
1821 than Minimum Base Compensation plus one thousand eight hundred
1822 dollars (\$1,800).

1823 4. Excluding any Players satisfying the criteria set forth in paragraph 5
1824 below, no Club may have more than six (6) Players on its active roster at
1825 any given point whose Base Compensation is less than: (i) Minimum Base
1826 Compensation plus (ii) five hundred dollars (\$500) (it being understood
1827 that the Base Compensation of these six (6) Players must still be for at
1828 least the Minimum Base Compensation).

1829 5. If a Player is an unemancipated minor as of the January 1 preceding a
1830 Season and, throughout such Season will have (a) housing provided by his
1831 family and (b) health insurance provided by his family or his Club, the
1832 Club shall provide the Player with a Salary of no less than \$500 below the
1833 specified Minimum Base Compensation but shall not otherwise be
1834 required to satisfy the Minimum Base Compensation requirements with
1835 respect to such Player.

1836 6. The Players specified in subparagraphs 4 and 5 above must be signed to
1837 Guaranteed SPAs (and may not be signed to Performance-Based Contracts
1838 or 25-Day Contracts).

1839 E. Notwithstanding anything to the contrary in this Agreement, Clubs must ensure
1840 that each Player’s compensation meets or exceeds that required by applicable Law.

1841 F. To the extent that the Club pays a Player’s agents or representatives or provides
1842 housing to a Player, such payments (or the value thereof, if applicable) will be included
1843 as income to the Player (which is then subject to withholding and other taxes upon the
1844 Player’s income).

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Article 19. Per Diem; Parking

A. Per Diem Allowance.

1. A Player’s *per diem* while traveling with his team shall be paid at the standard *per diem* rates set forth by the General Services Administration. As of the execution of this CBA, the standard *per diem* rate is \$55/day (\$13 for breakfast; \$14 for lunch; \$23 for dinner; and \$5 for incidentals).
2. When a team is on the road for less than a full day, a partial per diem shall be paid, based upon the time of departure from or arrival in the Club’s home city:
 - (a) Departure after 9:00 a.m./arrival before 7:00 a.m., and the Club does not hold a practice, required meeting or any other event requiring a Player’s attendance between 7:00 a.m. and 9:00 a.m., lasting more than thirty (30) minutes - no breakfast expense;
 - (b) Departure after 1:00 p.m./arrival before 11:30 a.m., and the Club does not hold a practice, required meeting or any other event requiring a Player’s attendance between 11:30 a.m. and 1:00 p.m., lasting more than thirty (30) minutes - no lunch expense;
 - (c) Departure after 7:00 p.m./arrival before 5:30 p.m., and the Club does not hold a practice, required meeting or any other event requiring a Player’s attendance between 5:30 p.m. and 7:00 p.m., lasting more than thirty (30) minutes - no dinner expense.
 - (d) If a road trip is expected to last 3 days or less, the total trip per diem shall be paid in a lump sum at the time of departure. If the trip is expected to last longer than 3 days, per diem may be paid in two (2) equal payments.
3. A Club may arrange for prepared meals in lieu of paying the associated meal *per diems* if it chooses, provided that such meals are reasonably in line with the *per diem* level. Meals provided at no charge by an airline shall not cause a reduction in the per diem allowance. Per diem money lost by a Player will not be replaced.

B. Other Travel Expenses and Parking.

1. *Other Travel Expenses.* For travel to the airport in connection with Club-required travel, or if traveling by means other than air, to the applicable station, each Club, in its sole discretion, will provide either (i) a team bus to the airport from the practice facility or stadium or (ii) will reimburse the Player within thirty (30) days for reasonable non-satellite parking, subject to submission of expense reports in accordance with the Club’s rules and within thirty (30) days of when such expenses are incurred.

USL Championship – Collective Bargaining Agreement

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2. *Parking.* Each Club shall provide or arrange for parking for its Players at its home stadium and practice facility on match and practice days, without cost to the Players.

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Article 20. Workers' Compensation

1887 A. Benefits. Workers' Compensation (or equivalent benefits, if and as applicable)
1888 shall be provided by each Club for its Players in accordance with applicable Law and this
1889 Agreement. In any state where workers' compensation coverage is not compulsory or
1890 where a Club is excluded from a state's workers' compensation coverage, a Club will
1891 either voluntarily obtain coverage under the compensation Laws of that state or otherwise
1892 guarantee equivalent coverages to its Players. In the event that a Player qualifies for
1893 benefits under this section, such benefits will be equivalent to those benefits paid under
1894 the compensation Law of the state in which his Club is located.

1895 B. Rejection of Coverage. Nothing in this Article is to be interpreted as preventing a
1896 Club that has the legal right to do so from rejecting coverage under the workers'
1897 compensation Law of its state or to otherwise extend coverage through an alternative
1898 product (e.g. on a risk-pooled basis) that may become available during the Term of this
1899 CBA, provided that such benefits will be equivalent to those benefits payable under the
1900 compensation Law of the state in which the Club is located.

1901 C. Offsets. Where permitted by applicable Law, a Club may receive a
1902 reimbursement, credit, or offset against a workers' compensation award based on
1903 compensation paid (or otherwise delivered) by the Club to a Player while under an SPA;
1904 it being understood that any such amount received by a Club may not be included in the
1905 Club's Benefit Spend calculation under and pursuant to Article 18.A.

1906 D. Reporting of Covered Injuries. Pursuant to Article 10.A.4, each Player has the
1907 obligation to promptly notify the Club's coach, athletic trainer, or physician of any injury
1908 which is incurred (or aggravated) during the course of the Player's employment as a
1909 skilled soccer player with the Club (each, a "Covered Injury"). The applicable Club shall
1910 then report each such Covered Injury to its workers compensation carrier or insurance
1911 agent (as applicable, the "Carrier"), as required, regardless of whether such Club
1912 ultimately seeks to have the Carrier cover any associated claims or expenses.

1913 E. Medical Bills. Unless otherwise payable by a Carrier or other third party, should
1914 the Player suffer a Covered Injury and timely report such Covered Injury to his Club, his
1915 Club shall be responsible, except as provided in subsection F below, for payment of the
1916 Player's reasonable hospitalization, medical and dental expenses necessarily incurred as a
1917 result of such Covered Injury. All treatment received by Players under this subsection
1918 shall be at the direction and prior approval of the Club and/or the Carrier, provided that
1919 any surgical or other invasive procedure shall be with the prior *written* approval of the
1920 Club and/or the Carrier.

1921 F. Choice of Surgeon. In the event that a Player requires a surgical or other invasive
1922 procedure, the Club shall use good faith efforts to ensure that at least two (2) surgeons are
1923 made available to the Player (it being acknowledged that the surgical options presented to
1924 the Player may be at the discretion of the Carrier and the Club cannot guarantee more
1925 than one (1) such option). If the Player ultimately desires to have such procedure
1926 performed by a surgeon who has not been approved in writing by the Club and/or Carrier,

USL Championship – Collective Bargaining Agreement

1927 as required by subsection E above, the Club shall not unreasonably withhold its consent
1928 to the procedure with the Player's desired surgeon; provided, however, that (i) any costs
1929 or expenses in connection therewith shall be borne entirely by the Player and (ii) the
1930 Player acknowledges that such election may result in the loss or reduction of coverage by
1931 the Carrier with respect to such Covered Injury (or any subsequent aggravations thereof).

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Article 21. Circumvention

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It is the intention of the parties that the provisions agreed to herein, including, without limitation, those relating to the Benefit Spend, be interpreted so as to preserve the essential benefits achieved by the parties to this Agreement. Neither the USLPA, the USL, nor any Club (or Club-Related Entity) or Player (or Person acting with authority on behalf of such Player), shall enter into any agreement, including, without limitation, any Standard Player Agreement, or undertake any action or transaction, including, without limitation, the assignment or termination of a Standard Player Agreement, which is, or which includes any term that is, designed to serve the purpose of defeating or circumventing the intention of the parties as reflected by all of the provisions of this Agreement.

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Article 22. Vacation and Time Off

A. Vacation.

1. A Player signed to a multi-year SPA (including an SPA for which one or more options is exercised) shall be entitled to a minimum of six (6) consecutive weeks' vacation each year, to be taken only during the Off-Season between each of his Contract Years, at such times as may be approved by his Club; provided, however, that neither days devoted to national team duty nor days devoted to a Compulsory Tournament (which shall include the twenty-one-day training period prior to such competition for all purposes under this Article 22.A) shall be deemed a break in the continuity of a Player's vacation. Days devoted to national team duty shall be considered part of a Player's vacation time. Days devoted to Compulsory Tournaments, however, shall not count as vacation time in calculating the six-week entitlement.
2. Players on the same Club are not required to be granted the same consecutive six (6) weeks of vacation, provided, however, that the Club shall make good-faith efforts to accommodate Players' vacation-time requests.
3. Clubs may require Off-Season fitness or training regimens and remote reporting of such regimens even while a Player is on vacation, provided the exact time and place of such regimens are not actively organized or mandated by the Club.

B. Time Off. Clubs shall make reasonable efforts to provide Players with at least one (1) day off per week and may not go fourteen (14) consecutive days without providing at least one (1) day off. Clubs must provide at least ten (10) days off every ten (10) weeks. National team duty shall be considered time off for the purposes of this provision. Travel days will not be considered a day off. Days off granted to a Player's team while such Player is on vacation or leave shall be considered a day off for such Player.

C. Bereavement. In the event of a death of an Immediate Family Member of a Player, the Player shall be entitled to a minimum of four (4) days leave, with pay, upon notice to the Club. Appropriate documentation of the death is to be furnished to the Club by the Player upon request. Subject to applicable Law, the Club has no obligation to pay for any leave granted in excess of four (4) days.

D. Family Leave. A Player may request leave from the Club for the birth of his child or the medical emergency of an Immediate Family Member. The Club may require appropriate documentation to support the request for family leave prior to approval, not to be unreasonably withheld. Upon approval, the Player shall receive four (4) days leave, with pay. Subject to applicable Law, the Club has no obligation to pay for any leave granted in excess of four (4) days.

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Article 23. Schedules and Calendar

A. Duration of League Season. Subject to any applicable Force Majeure provisions, the requirements of Article 22 (Vacation and Time Off) and the limitations set forth in this Article 23, there is no limitation on the length of the League Season provided that it falls within the Standard Compensation Period.

B. Post-Season and Pre-Season Training.

1. *End of Regular Season/Post-Season through November 30.* A Player may be required to train between such Player’s team’s final Regular Season or Post-Season match and November 30 if:

(a) Player’s team has a Compulsory Tournament or a gated tournament or exhibition, in which case the Player may be required to report to training no earlier than five (5) days prior to the date of such match; or

(b) The Player’s contract has been extended through the following season.

However, such Players shall receive a minimum of three (3) consecutive days off including Thanksgiving, as determined by the Club in its discretion.

2. *Pre-Season Training Camp Start Date.* No Club may have its Players report to the Club more than eight (8) weeks prior to the date of the first match of the Regular Season (the “Pre-Season Training Camp Start Date”) except as set forth in Article 23.B.3.

3. *Exceptions to Pre-Season Training Camp Start Date.* Subject to Article 22 (Vacation and Time Off), the following are exceptions to Article 23.B.2:

(a) *Compulsory Tournament Exception:* For a Compulsory Tournament, official sanctioned FIFA tournament (e.g., a qualifying tournament for the FIFA Club World Cup), Players may be required to report to training no earlier than twenty-one (21) days prior to the start of such matches; or

(b) *Non-Compulsory Tournament/Exhibition Matches:* Clubs may play exhibition matches between November 30 and the Pre-Season Training Camp Start Date, provided that: (i) notice of the applicable match is given to the Players at least thirty (30) days in advance, and (ii) round-trip transportation is provided between the Player’s Off-Season home and reporting location at the Club’s expense; and (iii) the match is either gated or the broadcast rights thereto have been sold. If these requirements are met and the Club schedules exhibition matches or a tournament (other than a

USL Championship – Collective Bargaining Agreement

2021 Compulsory Tournament) during this time period, Players may be
2022 required to report to training no earlier than five (5) days prior to
2023 the start of such matches.

2024 The parties' intent in permitting such matches and training is to
2025 enable Clubs to engage in meaningful competition and not to evade
2026 the requirement that Pre-Season training camp begin no more than
2027 eight (8) weeks prior to the first Regular Season match. Clubs shall
2028 not abuse this provision, and this stated intent, in scheduling
2029 matches and related training during the Off-Season.

2030 C. Number of Matches.

2031 1. The League Parties will not schedule a Player for more than three (3)
2032 matches in any seven (7) day period unless such schedule is reasonably
2033 unavoidable.

2034 2. No Club may play a match within thirty-six (36) hours after the end of a
2035 prior match unless such schedule is reasonably unavoidable.

2036 3. For avoidance of doubt, national team duty (including the senior and youth
2037 national teams or Olympic teams of any nation) shall not count toward the
2038 limitations in Article 23.C.1 or Article 23.C.2 above but may be otherwise
2039 subject to the limitations set forth in Article 11.B.

2040 4. There is no limitation on the number of matches played between the Pre-
2041 Season Training Camp Start Date and the start of the Regular Season.

2042 5. From the beginning of the Regular Season through December 23, each
2043 Club may play no more than fifty (50) matches, *excluding* all FIFA,
2044 CONCACAF, USSF, CSA, or other Compulsory Tournaments as well as
2045 any qualifying tournaments or play-in matches (e.g., U.S. Open Cup,
2046 Canadian Championship, Concacaf Champions League).

2047 D. League Discretion: The USLPA acknowledges that, except as provided in this
2048 Article 23, League Parties have the right, in their sole discretion, to schedule matches
2049 involving the Players.

Article 24. Grievance and Arbitration Procedure

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A. Scope/Nature of Dispute.

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1. Except as provided otherwise by this Agreement (including by Article 25), any dispute arising after the Effective Date between the USL or a Club, on the one hand, and a Player or the USLPA, on the other hand, and involving either of the following (each, a “Grievance”) will be resolved exclusively in accordance with the procedures set forth in Article 24:

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(a) the interpretation of, application of, or compliance with the CBA, the Standard Player Agreement (including any dispute concerning the validity of an SPA), or any other agreement between a Club and a Player (including any dispute concerning the validity thereof); or

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(b) the interpretation of, application of, or compliance with any League or Club rules.

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2. USL, the USL Clubs, and the USLPA on behalf of the Players hereby agree to utilize the grievance process set forth in this Article 24 as the sole and exclusive means to resolve any Grievance. USL, the USL Clubs, and the USLPA (on behalf of each Player) hereby waives any right to bring any Grievance for resolution on the merits to any FIFA body or tribunal, including any rights pursuant to Chapter IX of the FIFA RSTP. Notwithstanding the foregoing, once a final decision, determination or award has been rendered pursuant to the process set forth in this Article 24, either USL or the Club, on the one hand, or the Player or USLPA, on the other hand, may immediately take such final decision, determination or award to the relevant FIFA body or tribunal or court of law having jurisdiction to be entered and enforced.

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3. Any claims or disputes between a Player and a Club which are not Grievances shall be resolved pursuant to the procedures governing such claims or disputes or by private dispute resolution procedures if so affirmatively designated in the SPA between the Player and the Club.

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B. Initiation. A Grievance may be initiated by a Player, a Club, USL, or the USLPA. A Grievance must be initiated within ninety (90) days from the date of occurrence or non-occurrence of the events upon which the Grievance is based, or within ninety (90) days from the date on which the facts of the matter became known or reasonably should have been known. Any disputes eligible for this Grievance process shall be deemed waived by the grieving party if not initiated in accordance with the terms herein.

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C. Filing/Notice. Notices given under any of Steps 1 through 3 (each, a “Step”) below are required to be delivered to the adverse party: in (i) writing, in accordance with the requirements of the applicable Step, by e-mail, personal delivery, or nationally recognized overnight courier (with all fees prepaid) or certified or registered mail (in

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2090 each case, return receipt requested, postage prepaid); and (ii) telephone (including
2091 voicemail) with the other party.

2092 D. Procedure.

2093 1. **Step 1 – Discussion Between Player/Club:** Any Player who believes that
2094 he has a justifiable Grievance shall first discuss and attempt to settle the
2095 matter with his Club’s President or General Manager (or a designated
2096 representative of such President or General Manager). If the matter is not
2097 resolved within three (3) days as a result of such discussions, a written
2098 notice of the Grievance shall be presented, either by the Player or the
2099 USLPA on such Player’s behalf, in accordance with the requirements of
2100 this Article 24, to the Club’s designated representative (i.e., the President,
2101 General Manager, or a designee of either), with a copy to the USL.
2102 Within seven (7) days following receipt of such notice, Club’s designated
2103 representative shall advise the Player in writing (with a copy to the
2104 USLPA) of his or her decision, and shall furnish a copy of such decision
2105 to the USL. If the decision of the Club’s designated representative is not
2106 appealed to the Grievance Committee within seven (7) days of its receipt,
2107 the Grievance shall be considered settled on the basis of that decision and
2108 shall not be eligible for further appeal.

2109 2. **Step 2 – Appeal to Grievance Committee:**

2110 (a) Within seven (7) days after Player’s receipt of the response from
2111 Club’s designated representative, the Player may appeal such
2112 Grievance to the Grievance Committee, which shall consist of a
2113 representative appointed by USL and a representative appointed by
2114 the USLPA (the “Grievance Committee”). To appeal a Grievance
2115 under this Step 2, the appealing party must submit a written
2116 grievance to the USL and the USLPA, in a form or format to be
2117 agreed upon by the USL and the USLPA that contains the
2118 following:

2119 (i) Detailed facts upon which the Grievance is based,
2120 including the event, the date of the event, the aggrieved
2121 player or players (in case of grievance made by player or
2122 USLPA) or club (in the case of grievance made by club),
2123 and, if applicable, the written decision of Club’s designated
2124 representative;

2125 (ii) References to the specific section or sections of CBA,
2126 Standard Player Agreement, or other agreement between
2127 the Club and Player alleged to have been violated;

2128 (iii) The relief requested; and

2129 (iv) The date that the Grievance is filed at Step 2.

- 2130 (b) Within seven (7) days following such appeal to the Grievance
2131 Committee the Club shall submit to the Player, the USLPA and the
2132 USL a written statement of position which will set forth the Club’s
2133 position on the Grievance, including a factual response to the
2134 Player’s appeal and the reasons for the Club’s position.
- 2135 (c) Within fourteen (14) days following receipt of the appeal and the
2136 statement of position, the Grievance Committee shall meet with the
2137 parties to the dispute by videoconference on a mutually agreed-
2138 upon date and time. During the Grievance Committee meeting, the
2139 parties shall discuss with specificity the claims alleged in the
2140 Grievance and discuss resolution and/or settlement of the
2141 Grievance.
- 2142 (d) If, as a result of the Grievance Committee Meeting, the parties are
2143 unable to resolve the Grievance, the Grievance Committee will
2144 schedule and conduct a Grievance Hearing in accordance with Step
2145 3 below.

2146 3. **Step 3 – Grievance Hearing:**

- 2147 (a) Within seven (7) days following the Grievance Committee
2148 Meeting, the Grievance Committee will meet again with the Parties
2149 to set a date for a Hearing, discuss the witnesses and exhibits the
2150 parties may deem necessary for such Hearing, and advise of any
2151 other related deadlines or procedural requirements. At the Hearing,
2152 the parties to the Grievance will have the right to present, by
2153 testimony or otherwise, any evidence relevant to the Grievance. In
2154 instances in which the parties agree that the material facts giving
2155 rise to the Grievance are not in dispute, the Grievance Committee
2156 shall have the authority to decide the merits of the case solely on
2157 the written submissions of the parties. The Grievance Committee
2158 may hold the hearing by video conference call under procedures
2159 prescribed by the Grievance Committee. In-person hearings shall
2160 take place in the city where the Club is located, unless otherwise
2161 ordered by the Grievance Committee. In a dispute between the
2162 USL and the USLPA, any in-person hearings shall take place at a
2163 mutually agreed-upon, neutral venue (unless otherwise agreed).
- 2164 (b) No later than twenty-one (21) days prior to the date set for the
2165 Hearing (the “Discovery Deadline”), the parties will exchange and
2166 provide the Grievance Committee with copies of all documents,
2167 reports, and records (including, for the avoidance of doubt, any
2168 witness statements) relevant to the Grievance and/or responsive to
2169 requests from the opposing party. Any procedural disputes shall
2170 be resolved by the Grievance Committee; in the event the
2171 Grievance Committee is unable to reach a consensus, the parties

2172 may document their position as to the procedural dispute for the
2173 official record, and each member of the Grievance Committee shall
2174 include a description of his/her position in any decision ultimately
2175 recommended by such member. It is intended that witnesses appear
2176 at the Hearing. If a witness is unavailable, the party offering the
2177 witness shall notify the other party and the Grievance Committee
2178 as soon as the unavailability of the witness is known. The record
2179 shall be closed at the end of the Hearing unless the Grievance
2180 Committee orders otherwise.

2181 (c) The Grievance Committee will either issue a joint decision
2182 resolving the Grievance or separate decisions recommending
2183 separate dispositions of the Grievance, together with the reasons
2184 for the recommended dispositions, in light of the whole record and
2185 upon the weight of the evidence presented. If the Grievance
2186 Committee issues a joint decision it shall constitute a disposition of
2187 the Grievance that will be final and binding on the parties. If the
2188 Grievance Committee issues separate decisions, the record of the
2189 Hearing, including the separate decisions will be submitted to the
2190 Impartial Arbitrator in accordance with Step 4.

2191 (d) Except where prohibited, precluded or preempted by applicable
2192 Law, the parties hereby agree that the Grievance Committee (and
2193 the Impartial Arbitrator) shall be explicitly authorized to decide
2194 any statutory issues that may arise under Section 8 of the National
2195 Labor Relations Act or that, if proven, would form the basis for an
2196 unfair labor practice under such provisions.

2197 4. **Step 4 – Impartial Arbitrator’s Award:** The Grievance Committee will
2198 submit the record of the Hearing to the Impartial Arbitrator within three
2199 (3) days after the issuance of the separate decisions. The Impartial
2200 Arbitrator will review the record and issue an Award which adopts one of
2201 the two separate decisions issued by the Grievance Committee. The other
2202 separate decision will be considered a dissenting opinion. The Impartial
2203 Arbitrator will have the authority to resolve any unresolved procedural
2204 disputes. The Impartial Arbitrator will issue the Award within twenty-one
2205 (21) days of receiving the record. The Impartial Arbitrator’s Award will
2206 be final and binding on the parties.

2207 5. **Substitution of Club with USL:** In the case of a Grievance of a Player (or
2208 USLPA, on behalf of a Player) against the USL (in lieu of a Club) or vice-
2209 versa, the same process shall apply, albeit with any reference to the Club
2210 replaced by a reference to the USL.

2211 E. Selection of Arbitrator. There will be one arbitrator, appointed jointly and
2212 confirmed in writing by the Parties, who shall serve for the duration of this Agreement
2213 (such individual, the “Impartial Arbitrator”); provided, however, that between December

USL Championship – Collective Bargaining Agreement

2214 1 and 15 of any year, either Party may discharge the Impartial Arbitrator by serving
2215 written notice upon him or her and upon the other party. The Parties shall thereafter
2216 agree upon (and confirm in writing) a successor Impartial Arbitrator within the following
2217 sixty (60) days or, failing such selection, the parties shall jointly request JAMS (or such
2218 other organization as the Parties may agree upon) to submit to the Parties a list of eleven
2219 (11) individuals, none of whom shall have, nor whose firm shall have, represented within
2220 the past five (5) years any professional athletes; agents or other representatives of
2221 professional athletes; labor organizations representing athletes; sports leagues, governing
2222 bodies, or their affiliates; sports teams or their affiliates; or owners in any professional
2223 sport, with a preference for (i) members of the National Academy of Arbitrators and/or
2224 (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days
2225 from the receipt of such list agree to the identity of the Impartial Arbitrator from among
2226 the names on such list, they shall return said list, with up to five (5) names deleted
2227 therefrom by each party, to JAMS (or such other organization as the Parties may have
2228 agreed upon), which shall choose from the remaining name(s) on the list the identity of
2229 the Impartial Arbitrator. For avoidance of doubt, nothing in this Agreement prohibits the
2230 parties from appointing the same individual to act as both the Impartial Arbitrator and the
2231 System Arbitrator.

2232 F. Fees and Costs of Grievance Process. All costs and expenses incurred in
2233 connection with the Grievance Process shall be borne by the party incurring such costs
2234 (including its own attorneys fees and costs and the costs and expenses of its witnesses
2235 and other representatives). The parties shall share equally any costs or fees of the
2236 Impartial Arbitrator. The parties may agree to retain and share equally the costs of a
2237 stenographer to record the hearing transcript in advance of a Hearing. If the parties do not
2238 agree jointly to retain a stenographer, any party desiring a stenographic record shall make
2239 arrangements directly with a stenographer and shall notify the Grievance Committee and
2240 the other party of such arrangements in advance of the Hearing. The requesting party
2241 shall pay the cost of the record. The transcript must be made available to the Grievance
2242 Committee and to the other party for inspection, even if one party does not agree to pay
2243 for the transcript. Any party wanting an interpreter shall make all arrangements directly
2244 with the interpreter and shall assume the costs of the service. Other incidental expenses
2245 not expressly provided for in this Article 24, such as hearing room rental fees, if any,
2246 mutually agreed to in advance shall be borne equally by the parties.

Article 25. System Arbitration

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2248 A. Scope/Nature of Dispute. Disputes between the USL and the USLPA which
2249 directly impact more than one Player or more than one Club will be resolved exclusively
2250 in accordance with the procedures set forth in this Article 25 (a “System Arbitration”).
2251 System Arbitrations may include disputes under Article 1 (Definitions), Article 4
2252 (Duration of Agreement), Article 6 (Management Rights), Article 8 (Standard Player
2253 Agreement), Article 14 (Player Movement), Article 18 (Benefit Spend), Article 21
2254 (Circumvention), Article 32.B.2 (Force Majeure), and any other disputes mutually agreed
2255 between the USL and USLPA. In the event of a disagreement between the USL and the
2256 USLPA, the System Arbitrator shall have exclusive jurisdiction to determine whether the
2257 System Arbitrator or the Impartial Arbitrator has jurisdiction to hear or resolve a
2258 particular dispute.

2259 B. Initiation. System Arbitrations may only be initiated by the USL or the USLPA.
2260 A System Arbitration must be initiated within one (1) year from the date of occurrence or
2261 non- occurrence of the events upon which the dispute is based, or within one (1) year
2262 from the date on which the facts of the matter became known or reasonably should have
2263 become known. Any claims for relief arising out of disputes eligible for System
2264 Arbitration shall be deemed waived if not filed within such timeframe.

2265 C. Filing/Notice. Neither the USL nor the USLPA may initiate a System Arbitration
2266 until and unless it has first discussed the matter with the other Party in an attempt to settle
2267 it. Either the USL or the USLPA may initiate a System Arbitration by providing notice to
2268 the other Party, with a copy of such written notice to be filed with the System Arbitrator.
2269 Notices given under this paragraph are required to be delivered to the adverse party and
2270 to the System Arbitrator: in writing, by e-mail, personal delivery, or nationally
2271 recognized overnight courier (with all fees prepaid) or certified or registered mail (in
2272 each case, return receipt requested, postage prepaid); and (ii) telephone (including
2273 voicemail) with the other party.

2274 D. Selection of Arbitrator. There will be one arbitrator, appointed jointly and
2275 confirmed in writing by the Parties, who shall serve for the duration of this Agreement
2276 (such individual, the “System Arbitrator”); provided, however, that between December 1
2277 and 15 of any year, either Party may discharge the System Arbitrator by serving written
2278 notice upon him or her and upon the other party. The Parties shall thereafter agree upon
2279 (and confirm in writing) a successor System Arbitrator within the following sixty (60)
2280 days or, failing such selection, the parties shall jointly request JAMS (or such other
2281 organization as the Parties may agree upon) to submit to the Parties a list of eleven (11)
2282 individuals, none of whom shall have, nor whose firm shall have, represented within the
2283 past five (5) years any professional athletes; agents or other representatives of
2284 professional athletes; labor organizations representing athletes; sports leagues, governing
2285 bodies, or their affiliates; sports teams or their affiliates; or owners in any professional
2286 sport, with a preference for (i) members of the National Academy of Arbitrators and/or
2287 (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days
2288 from the receipt of such list agree to the identity of the System Arbitrator from among the
2289 names on such list, they shall return said list, with up to five (5) names deleted therefrom

USL Championship – Collective Bargaining Agreement

2290 by each party, to JAMS (or such other organization as the Parties may have agreed upon),
2291 which shall identify the System Arbitrator from the remaining name(s) on the list. For
2292 avoidance of doubt, nothing in this Agreement prohibits the parties from appointing the
2293 same individual to act as both the Impartial Arbitrator and the System Arbitrator.

2294 E. Hearing. Upon receipt of the notice of the dispute, the System Arbitrator will set
2295 a hearing date mutually agreed to by the Parties. At the hearing, the parties to the System
2296 Arbitration will have the right to present, by testimony or otherwise, any evidence
2297 relevant to the dispute. In instances in which the parties agree that the material facts
2298 giving rise to the System Arbitration are not in dispute, the System Arbitrator shall have
2299 the authority to decide the merits of the case solely on the written submissions of the
2300 parties. The parties may agree to hold the hearing by telephone or video conference call.
2301 In-person hearings shall take place in a neutral location to be agreed upon by the Parties.

2302 F. Discovery. No later than twenty-one (21) days prior to the date set for any
2303 hearing (the “Discovery Deadline”), each party will submit to the other copies of all
2304 documents, reports, and records (including, for the avoidance of doubt, any witness
2305 testimony) relevant to the dispute or reasonably requested by the other Party. It is
2306 intended that witnesses appear (either by phone or in-person, as applicable) at the
2307 arbitration hearing. If a witness is unavailable, the party offering the witness shall notify
2308 the other party as soon as the unavailability of the witness is known. Witnesses may
2309 testify by videoconference. The record shall be closed at the end of the hearing unless the
2310 arbitrator orders the contrary.

2311 G. System Arbitrator’s Authority. The System Arbitrator shall make an award in
2312 light of the whole record and shall decide the case upon the weight of the evidence
2313 presented. The System Arbitrator shall interpret this Agreement and the SPA, and cannot
2314 add to, delete from, or modify this Agreement, the SPA, or any other applicable
2315 document. The decision of the System Arbitrator is binding upon the parties involved
2316 and the parties to this Agreement.

2317 H. Fees and Costs of System Arbitration. All costs and expenses incurred in
2318 connection with the Grievance process shall be borne by the party incurring such costs
2319 (including its own attorneys fees and costs and the costs and expenses of its witnesses
2320 and other representatives). The parties shall share equally any costs or fees of the System
2321 Arbitrator. The parties may agree to retain and share equally the costs of a stenographer
2322 to record the hearing transcript in advance of a hearing. If the parties do not agree jointly
2323 to retain a stenographer, any party desiring a stenographic record shall make
2324 arrangements directly with a stenographer and shall notify the Grievance Committee and
2325 the other party of such arrangements in advance of the Hearing. The requesting party
2326 shall pay the cost of the record. The transcript must be made available to the Grievance
2327 Committee and to the other party for inspection, even if one party does not agree to pay
2328 for the transcript. Any party wanting an interpreter shall make all arrangements directly
2329 with the interpreter and shall assume the costs of the service. Other incidental expenses
2330 not expressly provided for in this Article 25, such as hearing room rental fees, if any,
2331 mutually agreed to in advance shall be borne equally by the parties.

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Article 26. Savings Clause

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In the event that any provision hereof is found to be inconsistent with the Internal Revenue Code of 1986, as amended (or the rules and regulations issued thereunder), the National Labor Relations Act, or any other applicable Laws, then the Parties hereto agree to make such changes as are necessary to avoid such inconsistency and retain, to the extent possible, the intention of such provision.

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Article 27. Interpretation; Choice of Law

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A. Integration, Entire Agreement. This Agreement, together with the exhibits hereto, and any letter agreements executed contemporaneously herewith, constitutes the entire understanding between the Parties. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by an authorized representative of both the League and USLPA.

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B. Interpretation.

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1. The USL and USLPA recognize and acknowledge that there is and may continue to be (i) a collective bargaining relationship between USL Pro-2, LLC (“League One”) and the USLPA, which is separate and distinct from the collective bargaining relationship between the USL and the USLPA.

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2. The USL and USLPA agree that this Agreement shall be interpreted without reference: (i) to any past, present or future League One/USLPA collective bargaining agreement (or to any other past, present or future agreement between League One and the USLPA) or to any past, present, or future League One agreements (including its standard player agreement) (collectively, “League One Agreements”); (ii) to any of the provisions of such agreements or contracts; (iii) to the fact that a subject was not or is not covered by or included in any such agreements or contracts; and/or (iv) to any judicial, arbitral, or administrative decision interpreting any of such agreements or contracts.

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3. The parties agree that they will make no reference to any of the League One Agreements, contracts or decisions referred to in Article 27.B.2 above, or to the fact that a particular provision was not or is not included in any such agreement or contract, or to any practice or policy of League One, in any arbitral, judicial, administrative, or other proceeding concerning the interpretation or enforcement of this Agreement, including, without limitation, a proceeding brought under Article 22.D or Article 24 of this Agreement. The Parties further agree that no such agreement, contract, provision (or absence of provisions), decision, practice, or policy may be relied upon by any decision maker in such proceedings.

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C. Choice of Law. This Agreement (including the Standard Player Agreement, and all other Exhibits hereto and thereto) shall be construed and interpreted under, and shall be governed by, the Laws applicable to contracts made and performed in the State of New York, except where federal law may govern.

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Article 28. Limitation of Liability

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A. No Consequential or Indirect Damages. In no event shall a Club, the League, the USLPA, or a Player (or any of their respective representatives) be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, or lost profits or revenues from any Grievance (i.e., any claim meeting the criteria set forth in Section 24.A), regardless of (1) whether such damages were foreseeable and (2) whether or not it was advised of the possibility of such damages.

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B. If Remedy Fails of Essential Purpose.

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1. The limitation of liability provisions set forth in this Article 28 shall apply even if a Player’s remedies under this Agreement or his SPA fail of their essential purpose.

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2. The USLPA, on behalf of the Players, acknowledges and agrees that the Parties entered into the Agreement in reliance upon the limitations of liability set forth in this Article 28, that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

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Article 29. Other

2391 A. Headings and Organization. The headings and organization of this Agreement are
2392 solely for the convenience of the Parties, and shall not be deemed part of, or considered
2393 in construing or interpreting, this Agreement.

2394 B. Time Periods. Unless specifically stated otherwise, the specification of any time
2395 period in this Agreement shall include any non-business days within such period, except
2396 that any deadline falling on a Saturday, Sunday, or Federal Holiday shall be deemed to
2397 fall on the following business day.

2398 C. Exhibits. All of the Exhibits hereto (and the exhibits or addenda thereto) are an
2399 integral part of this Agreement and of the agreement of the Parties.

2400 D. Mutual Drafting. This Agreement shall be deemed to have been mutually drafted
2401 and shall be construed in accord with its terms. No Party shall be entitled to any
2402 presumption or construction in such Party's favor as a result of any Party having assumed
2403 the primary burden of drafting any part of this Agreement.

2404 E. Authorization. The USL represents that it has been duly authorized to enter into
2405 and execute this Agreement on behalf of itself and the USL Clubs. The USLPA hereby
2406 represents that it has been duly authorized to execute this Agreement on behalf of the
2407 Players.

2408 F. Further Assurances. The USL, the USL Clubs, and the USLPA shall, upon the
2409 request of any party hereto, execute and deliver such further documents and instruments
2410 and take such other actions as are reasonably necessary and appropriate to implement and
2411 effectuate the provisions of this Agreement.

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Article 30. Notices

Any notice to be given under the terms of this Agreement whose method is not otherwise specified herein shall be given in writing by hand-delivery, first-class prepaid mail, or email (with confirmation of transmission) (in each case, return receipt requested, postage prepaid), addressed as follows or to such other persons or addresses as the Parties may designate in writing from time to time:

A. To the USL:

USL Championship
1715 N. Westshore Blvd., Suite 825
Tampa, FL 33607
Attn: Legal
Email: Legal@uslsoccer.com

B. To a USL Club:

To the attention of the individual at the address and email address set forth on a list to be furnished by the League to the USLPA in advance of each Season (and as may be amended in writing from time to time thereafter)

C. To the USLPA:

USL Players Association
c/o Segal Roitman, LLP
33 Harrison Ave., 7th Floor Boston, MA 02111 Attn: Mr. Paul Kelly
Email: uslplayers@gmail.com (with a copy to pkelly@segalroitman.com)

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Article 31. All-Star Game; National Team Matches

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A. All-Star Game. If invited and deemed healthy and Fit by the Club-designated physician, the Player will practice and play for any League all-star or other showcase team, if any, and participate in any ancillary activities or competitions associated therewith. A Player will be provided with (or reimbursed for, as applicable) travel and lodging, per diem (as set forth in Article 19.A) and a fee for appearing at and participating in any such League showcase or all-star game (and any ancillary or related activities). Through the 2023 Season, such fee shall be one thousand dollars (\$1,000) and, thereafter, such fee shall be one thousand one hundred fifty dollars (\$1,150).

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B. National Team Matches. A Player participating in a national team match may not be required by the League or Club to participate in any match within forty-eight (48) hours of the national team match, if the national team match is played within CONCACAF, or within seventy-two (72) hours if the match is outside CONCACAF. A Player may voluntarily waive this restriction.

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Article 32. Soccer Camps

2450 A. Restrictions on Competing Activities. Each Club has a substantial interest in
2451 promoting youth and other competitive or recreational soccer within its respective
2452 territory (defined, for purposes of this CBA, as the area within fifty (50) miles of its home
2453 stadium). Therefore, during the term of a Standard Player Agreement and, subject to the
2454 exceptions below, each Player agrees not to participate within the territory of any USL
2455 Club, in any fashion, with youth soccer clubs, soccer camps, or soccer clinics, or to
2456 engage in any related activity involving more than ten (10) players in any given day
2457 without the written consent of the Club in whose territory the activities are being
2458 conducted (which may be withheld in the reasonable discretion of the Club). The
2459 foregoing shall not limit a Player’s ability to continue activities in which he was involved
2460 prior to the effective date of his Standard Player Agreement; provided, however, that
2461 such activities: (i) do not detrimentally affect the Player’s ability to perform his other
2462 obligations under his Standard Player Agreement; (ii) do not take place in the territory of
2463 any USL Club (unless the Player obtains the consent of that USL Club, which consent
2464 will not be unreasonably withheld or delayed; provided, however, that a Club’s
2465 involvement in camps, clinics, or youth clubs provides a reasonable basis to withhold
2466 consent); and (iii) do not otherwise violate the terms of this Agreement or his SPA.

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B. Additional Soccer Camp Opportunities.

- 2468 1. A Player may be required to make Promotional Appearances at Soccer
2469 Camps (and, in each instance, the provisions of Article 12.F shall apply to
2470 all such Appearances). As used herein, a “Soccer Camp” means any
2471 soccer (i) camp, (ii) clinic, or (iii) club, in each case sponsored or
2472 conducted by a Club or its licensee under a bona fide arrangement, or in
2473 which the Club or its bona fide licensee has a material financial interest.
- 2474 2. Additional Soccer Camp work (including supervisory work or work
2475 outside the scope of what would be included in a Promotional
2476 Appearance) may be the subject of a separate written agreement between
2477 the Club and the Player (a copy of which must be provided to the USL),
2478 but shall not be included in or made a part of the Player’s Standard Player
2479 Agreement. Absent such a separate written contract, additional Soccer
2480 Camp work may only be made available to the Player by the Club on a
2481 voluntary basis.

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Article 33. Force Majeure

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A. Force Majeure Event. “Force Majeure Event” shall mean the occurrence of an event or condition, not within the reasonable control of the League (or a Club, if applicable), that in the League’s reasonable discretion either:

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1. makes it impossible for the League to perform its obligations under this Agreement; or

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2. in and of itself, makes it economically impracticable for the League or a Club to perform its obligations under this Agreement (or the Standard Player Agreements);

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3. results in substantial limitations on the ability of fans to attend matches; or

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4. renders a Club unable (in the League’s reasonable discretion) to conduct full-squad, competitive, on-field team activities in its territory (including the inability to play in Official Matches in its home stadium).

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A Force Majeure Event may also be declared by the League if it is reasonably foreseeable that the occurrence of the event or condition will result in the satisfaction of any of clause (1) through (4) above. Force Majeure Events include (without limitation): wars or war-like action (whether actual, conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism; explosions; epidemics or pandemics (including of COVID-19); weather or natural disasters, including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms or earthquakes; national or regional emergency; and any governmental order or action (civil or military). However, for the 2021 Season only, the COVID-19 pandemic may not be deemed to satisfy any of clauses (1) through (3) above.

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B. Notice of Force Majeure Event. The League shall give notice of the Force Majeure Event to the USLPA, stating whether the Force Majeure Event is applicable to one or more Clubs or the League as a whole, and shall promptly convene with the USLPA to discuss the effects thereof.

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C. Compensation During Hiatus.

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1. As used herein, “Hiatus Period” means any period of time during which the League (in its reasonable discretion), due to a Force Majeure event, has (i) indefinitely postponed or suspended a Season or (ii) postponed or suspended a Season for a period of thirty (30) days or more. The League shall promptly provide notice to the USLPA of (i) the start date of any Hiatus Period and (ii) the period of time the Hiatus Period is expected to continue. The League shall also promptly convene with the USLPA to discuss the effects thereof.

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2. From the 14th day of a Hiatus Period through the conclusion thereof, a Club may reduce the Salary of each of its Players to the greater of \$2,000 per (30-day) month (*pro rata*) or 50% of the Player’s monthly Salary (such amount, his “Hiatus Pay”).

USL Championship – Collective Bargaining Agreement

2520 3. The applicable reduction in a Player’s Salary may be applied by the
2521 Player’s Club to each payment that is due or becomes due to such Player following the
2522 14th day of the Hiatus Period (whether under the SPA that was in existence at the
2523 commencement of the Force Majeure Event or any subsequent SPA between the Player
2524 and the Club). Upon the conclusion of the Hiatus Period, the Players will again receive
2525 their unreduced Salary.

2526 4. For the avoidance of doubt, a Club shall continue to provide the housing
2527 (or housing assistance) and health insurance to each Player during the Hiatus Period as
2528 otherwise required by their respective SPAs (except in such circumstances that the Player
2529 requests in writing to no longer have such housing and/or health insurance provided).

2530 D. Compensation Upon Cancellation.

2531 1. *Prior to April 1.*

2532 (a) If a Force Majeure Event occurs and due (in whole or in part)
2533 thereto, (i) the League ultimately cancels a Season (or the
2534 remainder of a Season) on or prior to March 31 or (ii) a Club is
2535 removed from the schedule (or the remainder of the schedule) on
2536 or prior to March 31, the Club shall pay a Player his Hiatus Pay
2537 from the date of such cancellation or removal through May 15.

2538 (b) Thereafter, a Club shall have no further obligation to provide the
2539 Player any remaining Base Compensation or other benefits for
2540 such Season, other than for relocation at the conclusion of the
2541 Season (if such was specified in the player’s SPA).

2542 2. *On or After April 1.* If a Force Majeure Event occurs and due (in whole or
2543 in part) thereto, either:

2544 (a) the League ultimately cancels a Season (or the remainder of a
2545 Season) after March 31; or

2546 (b) the League concludes the Season prior to the later of (x) October 1
2547 and (y) the date that is 30 days prior to the date the championship
2548 match had otherwise been scheduled; or

2549 (c) a Club is removed from the schedule (or the remainder of the
2550 schedule) after March 31; then

2551 the Club shall pay a Player his Hiatus Pay for a period of forty-five (45)
2552 days following such cancellation/removal. Thereafter, a Club shall have
2553 no further obligation to provide the Player any remaining Base
2554 Compensation or other benefits for such Season, other than for relocation
2555 at the conclusion of the Season (if such was specified in the player’s SPA).
2556 Furthermore, any option to extend a Player’s SPA for the following season
2557 must be exercised within the same forty-five (45) day period; otherwise,

USL Championship – Collective Bargaining Agreement

EXHIBIT A

Standard Player Agreement

Included on the following pages

STANDARD PLAYER AGREEMENT

League: USL Championship (the "League")

Club Name: _____ (the "Club")

Effective Date: _____ (the "Effective Date")

Player Legal Name: _____ (the "Player")

Date of Birth: _____

SPA Type: Guaranteed
 Performance-Based

This Standard Player Agreement (this "SPA") is made as of the Effective Date by and between the Player and the Club (each a "Party" and, collectively, the "Parties"). In consideration for the mutual promises contained herein, the Parties agree as follows:

1. DEFINITIONS; CONFLICTING TERMS. Capitalized terms not otherwise defined in this SPA have the meaning ascribed to them in the Collective Bargaining Agreement entered into between the League (on behalf of the clubs) and the USL Players Association (on behalf of the players) (as amended, supplemented, or otherwise modified from time to time, the "CBA"). Notwithstanding anything to the contrary in this SPA, this SPA shall be deemed amended in such a manner as to require the parties to comply with all terms of the CBA and, in the event of any inconsistency between the terms of this SPA and the terms of the CBA, the provisions of the CBA shall control.

2. TERM.

- a. Initial Term. The Club agrees to employ the Player as a professional soccer player for an initial term beginning on the Effective Date and ending on November 30 of the season set forth in Addendum B, unless and until terminated in accordance with Section 12 (the "Initial Term"). The Initial Term and, once exercised, any Option Terms are collectively referred to as the "Term".
- b. Option Term.
 - i. The Parties have agreed that the Club has a unilateral right to extend the Term of this SPA (each, an "Option") for those seasons (if any) set forth in Addendum B (each such period, an "Option Term"). The Player's compensation during each Option Term must be set forth in Addendum C (i.e., it cannot be left blank or subject to an "agreement to agree").
 - ii. The Parties may not include more than two (2) Options and such Options, in the aggregate, may extend the Term for no more than three (3) years. Once an Option is exercised, this SPA shall be considered a "Guaranteed SPA" for such Option Term.
 - iii. The Club may exercise an Option by sending a written notice, in the form or format required by the League, to the Player prior to the end of the Term (an "Option Notice").

3. CLUB OBLIGATIONS.

- a. Compensation. In consideration for the Player's services as a professional soccer player, the Club shall compensate the Player as follows:
 - i. Salary. For each Contract Year covered by this SPA, the Club shall provide the Player with the Salary set forth in Addendum C (except as such Salary may be modified in the case of a Force Majeure Event (in accordance with Article 33 of the CBA)). If the Club has one or more Options pursuant to Section 2.b, the Parties shall also include the Salary to be provided to the Player during such Option Term(s).
 - ii. Additional Compensation/Benefits. In addition to the Salary, the Club shall provide the Player with such additional amounts or benefits (if any) as are listed on Addendum C according to the schedule(s) therein.
 - iii. Health Insurance. If group health insurance is made available through the Club, the specific plan offerings, eligibility requirements and benefits shall be as set forth in the applicable summary plan description (which shall be provided to the Player).
 - iv. Intermediaries. If the Player was represented by an agent or broker (an "Intermediary") in connection with his negotiation of this SPA with the Club, and the Club has agreed to pay the Intermediary (on the Player's behalf) any or all of the amounts owed by the Player, such amounts are included in Addendum C. Player acknowledges that such payments may be treated as "income" to the Player and that there may be tax implications for the Player arising out of such payments.
 - v. Minimum Base Compensation. Throughout the Standard Compensation Period of each Contract Year covered by this SPA, the Club shall provide the Player with Base Compensation of no less than the Minimum Base Compensation set forth in Article 18.D of the CBA. For the Initial Contract Year, the Club certifies that it reasonably anticipates the Base Compensation of the Player during the Standard Compensation Period to be as set forth in Addendum D.
- b. Immigration/Eligibility. The Club shall collect documentation from the Player demonstrating that the Player is lawfully entitled to work in the country in which the Club is based. If such documentation demonstrates that additional permissions are necessary from an immigration authority, Club shall be responsible for obtaining and maintaining such permissions (e.g., a valid work visa) during the Term. If, despite commercially reasonable efforts, the Club is unable to secure or maintain such permissions, the Club may terminate this SPA upon notice to the Player without payment or penalty.
- c. Operation of the Club. The Club shall operate a soccer team in the League in compliance with all applicable laws, regulations and those rules published by the League or its affiliates ("League Rules").
- d. Expenses. The Club agrees to pay (either by direct purchase or by reimbursement to the Player, at the Club's election) all reasonable and necessary out-of-pocket expenses incurred in providing lodging, transportation, and meals for the Player while traveling to participate in away games or other required activities outside of the Club's home city. The Club also agrees to pay (either by direct purchase or by reimbursement to the Player, at the Club's election) any reasonable and necessary out-of-pocket expenses incurred in connection with Player's

participation in promotional activities in which he is required to participate by the Club or League.

- e. Uniform and Equipment. The Club shall provide or loan to the Player the uniform and equipment that are reasonably required for the Player to fulfill his obligations under this Agreement. Unless otherwise instructed by the Club, the Player shall only use such uniform and equipment for team training, games, and events. The Player shall not alter or disfigure items loaned or provided under this subsection. Upon request of the Club, the Player shall return any items loaned under this subsection within thirty (30) days. In the event that the Player does not return such items within such thirty (30) day period, the Club may deduct the replacement value from any compensation due to the Player.

4. SERVICES.

- a. Pursuant to the terms herein, the Club hereby retains Player to render, and Player agrees to render, skilled services as a professional soccer player.
- b. Player shall perform all of the duties that may be required of and from him pursuant to the terms of the CBA and this Standard Player Agreement, including that he be available and promptly report for and, to the best of his ability, fully participate in (in all cases, subject to the terms of the CBA): (i) all of the Club's training and practice sessions, workouts, meetings, and matches, (ii) any League all-star or other showcase competition and any ancillary activities or competitions associated therewith; and (iii) all other activities required under the CBA or this SPA, unless excused by the Club or League, as applicable.

5. APPEARANCES AND PROMOTIONAL ACTIVITIES.

- a. General. The Player agrees and recognizes his duty to assist, upon the reasonable request of the League or Club (as applicable) in the promotion and marketing of the League, his Club, and the sport of soccer, including as set forth in this Section 5 (it being acknowledged, however, that this obligation is subject to the terms of the CBA, and more specifically that this duty does not include any obligation of the Player to promote the League, his Club, or the sport of soccer through any personal social media channels).
- b. Media Appearances. Player shall cooperate with reasonable requests of television, radio, newspaper, magazine and other news media representatives and agrees to cooperate with the League and the Club, either separately or together, to be available for and participate in such news media photo sessions and interviews and other media Appearances as may reasonably be required.
- c. Promotional and Charitable Appearances. Player agrees and recognizes his duty to assist in the promotion and marketing of the League, its Clubs, and the sport of soccer. Upon request by the Club or the League, Player shall be required to make Appearances for the primary purpose of promoting or marketing (a) the League, the Club and/or the sport of soccer and (b) charities, public services or other community services or events (each, a "Promotional Appearance"), in each instance subject to the terms set forth in Article 12.F of the CBA. Promotional Appearances may include (without limitation), youth organizational visits, award shows, projects and programs, skills shows, talks, speeches, autograph signings, post-match meet-and-greets, clinics, or hospitality or promotional events. For the avoidance of doubt, however, no such Appearance shall require the Player to endorse or to give a testimonial for any product or service.

- d. Commercial Appearances. Subject to the limitations imposed by Article 12.F of the CBA, Player may be required to make Appearances for the primary purpose of promoting Commercial Affiliates or a commercial enterprise other than the League or their Club without additional compensation (each, a “Commercial Appearance”).
- e. Bulk Autograph Signing. Player may be required to participate in internal bulk autograph signing of items mandated by the Club or the League, provided that Player receives a minimum of twenty-four (24) hours’ notice of any such bulk autograph signing.

6. CONDUCT.

- a. The Player shall (in each case, subject to the terms of the CBA): (i) perform the services to the best of his ability; (ii) play soccer only for the Club and its assignees during the Term; (iii) be neatly and fully attired in public; (iv) conduct himself on and off the field according to a high standard of honesty, fair play, and sportsmanship; (v) conduct himself in compliance with all applicable laws and League Rules; and (v) not do anything that is materially detrimental or materially prejudicial to the best interests of the Club or the League.
- b. The Club may establish, maintain, modify and enforce rules with which its players (including the Player) shall comply at all times, whether on or off the field; provided, however, that such rules are in writing, are reasonable, and do not violate the provisions of this SPA or the CBA. Subject to the provisions of the CBA, such rules shall be part of this SPA as fully as if herein written and shall be binding upon the Player.
- c. The Club may discipline the Player for violation of the Club’s rules and otherwise for just cause. The discipline to be imposed, if any, shall be considered and decided by the Club, who may terminate a SPA or impose other lesser discipline in lieu of termination at any time without further obligation on either party; provided, however, that: (i) any such discipline is reasonable in relation to the offense (or series of offenses, if applicable); (ii) if such discipline is monetary (e.g., a fine), such discipline is also reasonable in relation to the Player’s compensation; and (iii) the schedule of fines (or other discipline) had been distributed or otherwise made available to the Player prior to the occurrence of the applicable violation.
- d. If the Player is disciplined by the Club, he shall be given notice in writing, stating the amount of the fine, the duration of the suspension, and any other discipline (in each case, as applicable), and the reasons therefor.

7. WITHHOLDING. The Club shall deduct from any amounts due to the Player per this SPA any fines or penalties levied against the Player by USL or the Club unless (i) the fine is under appeal to the League or (ii) the USL’s decision in connection with such fine or penalty is the subject of a Grievance. If such fine is due to caution accumulation, such amount may be deducted at the discretion of the Club. Any amounts withheld from the Player pursuant to this Section 7 shall be retained by the Club or the League.

8. PHYSICAL CONDITION.

- a. Medical Examination.
 - i. The Club may, from time to time at its own cost, arrange for a Club-designated physician to conduct a medical examination of the Player (a “Medical Examination”), at such times as the Club reasonably deems advisable.

- ii. In connection with any Medical Examination, the Player agrees to: (A) participate in and cooperate therewith; and (B) supply complete and truthful information.
 - iii. The Club may, from time to time, require that the Player fully and timely complete certain forms or questionnaires relating to the Player's medical history ("Medical Information Forms"). Player agrees to complete such Medical Information Forms truthfully and without material omissions and acknowledges that doing so is a material condition of this SPA.
 - iv. If and to the extent necessary to enable or facilitate the disclosure of medical information as provided for by this SPA or Article 10 of the CBA, the Player shall execute such individual authorizations as may be requested by the Club or as may be required by health care providers who examine or treat the Player.
- b. Injury and Illness.
- i. The Player agrees to use his best efforts to keep himself Fit. If the Player is not Fit, in the reasonable discretion of the Club's physician, the Club may require the Player to complete any rehabilitation or training activities that the Club's personnel (including the Club-designated physician) may specify.
 - ii. The Player agrees to promptly (i) notify the Club's coach, athletic trainer, or physician of any injury, illness, or medical condition which (a) may impair or otherwise affect, either immediately or over the course of this SPA, his Fitness or (b) was otherwise incurred (or aggravated) during the scope and course of the Player's employment with the Club including, but not limited to, travel with his team or on business requested by the Club and (ii) in the case of an injury, provide any additional information about the circumstances leading to the injury requested by the Club. The obligations of this paragraph depend on the Player's knowledge of the condition or injury and, with respect to clause (i)(a), its effect on his Fitness.
 - iii. The Club acknowledges that the Player does not breach this SPA solely by virtue of suffering an injury, illness, or condition (regardless of whether such injury, illness, or condition was suffered as a result of Player performing his obligations under this SPA). Notwithstanding the preceding sentence, the Player will be deemed to have materially breached this SPA in the event he suffers an injury, illness, or condition as a direct result of his breach of Section 9.b.
- c. Fitness as Condition Precedent. If so designated by mutual agreement in Addendum E to this SPA, the validity of this SPA may be conditioned upon passing a Medical Examination (or the failure of the Club to notify the Player of the contrary within the applicable deadline), as further set forth in Addendum E and Article 10.C.3 of the CBA. Otherwise, for the avoidance of doubt, the validity of an SPA may not be conditioned upon passing a Medical Examination.

9. OUTSIDE ACTIVITIES.

- a. Restrictions on Competing Activities. Each club in the League has a substantial interest in promoting youth and other competitive or recreational soccer within its respective territory (defined, for purposes of this SPA, as the area within fifty (50) miles of its home stadium). Therefore, during the term of this SPA, and subject to the exceptions below, Player agrees not to participate within the territory of any club in the League, in any fashion, with youth soccer

clubs, soccer camps, or soccer clinics, or to engage in any related activity involving more than ten (10) players in any given day without the written consent of the applicable club in whose territory the activities are being conducted (which may be withheld in the reasonable discretion of such club). The foregoing shall not limit Player's ability to continue activities in which he was involved prior to the effective date of this SPA; provided, however, that such activities: (i) do not detrimentally affect Player's ability to perform his other obligations under this SPA; (ii) do not take place in the territory of any club in the League (unless Player obtains the consent of such club, which consent will not be unreasonably withheld or delayed; provided, however, that a Club's involvement in camps, clinics, or youth clubs provides a reasonable basis to withhold consent); and (iii) do not otherwise violate the terms of this SPA or the CBA.

- b. Activities Involving Substantial Risk of Injury. During the Term, Player shall not, without the written consent of the Club, engage in activities involving a substantial risk of bodily injury, including without limitation: (i) sky-diving, hang gliding, snow skiing, rock or mountain climbing (as distinguished from hiking), rappelling, and bungee jumping; (ii) fighting (*i.e.*, mixed martial arts; jujitsu), boxing, or wrestling; (iii) driving or riding on a motorcycle or moped; (iv) riding in or on any motorized vehicle in any kind of race or racing contest; (v) operating an aircraft of any kind; (vi) engaging in any other activity excluded or prohibited by or under any insurance policy which the Club procures against the injury, illness or disability to or of Player, or death of Player, for which Player has received written notice from the Club prior to the execution of this SPA; or (vii) participating in any match or exhibition of soccer, basketball, American football, hockey, lacrosse, or other contact sport. Player may, without written consent of the Club, participate, as an amateur, in golf, running, swimming, hiking, and other activities that (1) are non-contact and (2) do not involve a substantial risk of bodily injury, including off-season soccer training or activities consistent with the Club's off-season training regimen.

10. INTELLECTUAL PROPERTY.

- a. Recordings. The League and Club may film, photograph, record or otherwise capture the Player and his Likeness in connection with the performance of his obligations under this SPA (including without limitation, participation in Pre-Season activities, exhibition matches, training sessions, Regular Season matches, Playoff matches, and appearances for or on behalf of the Club) (collectively, the "Recordings"). The Player, if provided reasonable notice, shall be available to have Recordings created, individually or with other players in the League, at such times or places as the League or the Club may reasonably designate. The League and the Club are the sole and exclusive owners of any and all rights in and to the Recordings.
- b. Publicity Rights.
- i. The Player hereby grants to the Club and the League, separately and together, the right and authority to use, and to authorize others to use solely as described below, his Likeness (including any Recordings thereof) for any and all uses or purposes that publicize and promote the League, the Clubs or the sport of soccer in any way in any and all Marketing Materials (collectively, "Publicity Rights"), without regard to whether such Marketing Materials include sponsor identification. Without limiting the foregoing, this grant includes the right to use the Player's Likeness for the purpose of publicizing and promoting the following aspects of the League and/or any of its Clubs: brands, matches, ticket sales, match broadcasts and telecasts, programming focused on the League, one or more Clubs and/or their matches and events (e.g., coaches shows, highlight based shows, and behind-the-scenes programming), other League or Club-

related Media offerings (e.g., branded content segments featuring match footage and other programming enhancements), Media distribution platforms, official events and officially sanctioned awards programs (e.g., Golden Boot), and public service, charitable, or community oriented initiatives. League Parties may use the Player's Likeness individually pursuant to the foregoing and shall not be required to use the Player's Likeness in a group or as one of multiple players; provided, however, that such use by League Parties remains subject to Section 10.e.

- ii. For purposes of clarity, the foregoing grant of rights includes the right and authority to use, and to authorize affiliates or business partners to use, after the Term any Recordings filmed, photographed, recorded or otherwise captured during the Term solely for the purposes described herein. However, Publicity Rights do not include the right to use the Player's Likeness in licensed consumer products, whether traditional or digital (e.g., video games, trading cards, apparel) (all of which are included in Section 10.d below), other than such products that constitute programming (as described above) or news and information offerings regardless of medium (e.g., DVDs, digital highlight offerings).
- c. Broadcast Rights. The Player does not and will not contest during or after the Term of the CBA, and this hereby confirms his acknowledgment of, the exclusive rights of the League and clubs (i) to telecast, broadcast, or otherwise distribute, transmit or perform, on a live, delayed, or archived basis, in any and all Media, any League or Club matches or any excerpts thereof and (ii) to produce, license, offer for sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any of the foregoing), on a live, delayed, or archived basis, any League or Club matches or any excerpts thereof, in any and all Media.
- d. Group Licensing.
 - i. *Grant of Rights*. The Player hereby grants and assigns to the USLPA, for its use or further assignment or licensing, the exclusive rights to his Likeness as are set forth in the Group Licensing Agreement between the League and the USLPA (as it may be amended, restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "Group License Agreement"), the terms of which the Player understands in full and by which he agrees to be bound. The Player acknowledges that the USLPA has granted these rights to the League, with the understanding that the League may further sub-license or assign these rights without his further approval or consent. The Player acknowledges that the rights granted to the USLPA include, but are not limited to, the worldwide right to use or license in a group of three (3) or more Professional Players the Likenesses of all such Professional Players in connection with any product, brand, service, product line or other commercial use (including licensed merchandise) and any sponsorship, endorsement or promotion thereof, provided that such use is in combination with the use of any or all League or Club names, logos, trademarks, trade dress, uniforms or other form of League intellectual property (a "Group Licensing Program"). Such grant includes the right to make individual use, or license the individual use, of the Player's Likeness in a series, set, collectible or as part of a sequential product (e.g., trading cards, posters, pins, etc.) with three (3) or more Professional Players, provided that it is not in a manner that features, highlights or individually promotes such Player to a greater degree relative to the other Professional Players in any given application. The USLPA shall be considered a third party beneficiary of this provision for the purpose of enforcing the rights granted to it hereunder.

- ii. *Further Assurances.* The Player agrees to take such additional steps as the League or the USLPA may reasonably request in connection with the Group License Agreement, including but not limited to the execution of additional documents that may be necessary for the League or the USLPA to implement, confirm or enforce their rights under this Section 10.d.
 - iii. *Acknowledgements.* The Player acknowledges that fees payable to the USLPA, specified in the Group License Agreement, constitute the entire consideration for rights granted in this Section 10.d. The Player further acknowledges that he has no claim or entitlement to any compensation, however denominated, arising from the League's or the Club's use or exploitation of such rights prior to the date of the Group License Agreement, including by any licensee or assignee.
- e. No Player Endorsement. Notwithstanding anything to the contrary in Section 10.b or 10.d of this SPA, the foregoing grant does not confer, during or after the Term, any right or authority to use the Player's Likeness in a manner that constitutes any endorsement by the Player of a third-party brand, product or service ("Endorsement"). For purposes of clarity, and without limitation, it shall not be an Endorsement for Club or the League to use, or authorize others to use, including, without limitation, in a Group Licensing Program, in third-party advertising and promotional materials, footage and photographs of Player's participation in League or Club matches or events that do not unduly focus on, feature, or highlight, Player in a manner that leads the reasonable consumer to believe that Player is a spokesperson for, or promoter of, a third-party commercial product or service.
- f. Player Marketing Rights.
- i. The Player shall not:
 - A. use the name or logo of the League or the Club for any purpose unless he shall have received the prior written consent and approval of the League or Club (as applicable, which may be withheld in their sole and absolute discretion); provided, however, that the Player shall have the right to use the Club's name for biographical purposes; or
 - B. unless he shall have received the prior written consent and approval of the League or Club (as applicable, which may be withheld in their sole and absolute discretion), use or make any endorsements or commercial appearances, sponsor any products, consent to the use by any third party of any name, picture or likeness of the Player (a) in which he appears, either alone or with others, in any official Club uniform, in any attire which closely resembles or is substantially similar (so as to be confusingly similar) to any official Club uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either the League or any Club, or (b) in which he appears together with two (2) or more other members of the Club or League, regardless of their attire, or (c) in which he is identified as a member of the Club or League.
 - ii. In the event of any inconsistency between, on the one hand, any provisions of either this SPA or the CBA and, on the other hand, any sponsorship, endorsement or licensing agreement (including any agreement with regard to footwear) entered into, renewed, or otherwise extended by the Player during the term of this SPA, the provisions of this

SPA and the CBA shall control, and the Player shall be solely responsible for complying with such provisions.

g. Apparel.

- i. Except as specified in Section 10.g.ii or 10.g.iii below (and subject to the terms of the CBA), the Player shall wear and/or display only such footwear, clothing, equipment and other personal items as are endorsed by the League or the Club (and shall promptly obey and comply with any and all other reasonable guidelines and directives hereinafter issued by the League or the Club regarding apparel and/or equipment permitted or not permitted to be worn or utilized by members of the Club) at Club matches, practices or training camps, at clinics or other events sponsored or arranged by the Club or the League, at all Player appearances on behalf of the Club or the League, and/or while traveling with the Club.
- ii. The Player shall not display any logo upon or endorse, or agree to display any logo upon or endorse, any item of on-field equipment which is not produced by the League's or Club's official equipment supplier(s) except, in certain instances, for on-field footwear or goalkeeper glovegear, as set forth in 10.g.iii below.
- iii. The Player may wear manufacturer-logo-identified shoes or goalkeeper gloves on-field only if such manufacturer has been designated by the League as an authorized footwear or glove supplier, as applicable. If on-field shoes or goalkeeper gloves are (a) supplied by or on behalf of the Club (at no cost to the Player) and (b) the manufacturer of such footwear is adidas, Nike, Puma, or another reputable and professionally appropriate manufacturer approved in writing by the USLPA, then (c) the Player shall wear (and display the logo of) only the shoes or gloves supplied by the Club unless (x) he has a Qualifying Shoe or Glove Deal with a different manufacturer or (y) he has formally completed the opt-out process agreed upon between the League and the USLPA.
- iv. As used herein, "Qualifying Shoe or Glove Deal" means an exclusive, written agreement between a Player and an on-field shoe or goalkeeper glove manufacturer that (a) has been disclosed in the Player's SPA or (b) is entered into during a period of time in which the Club has not committed to providing the Player with on-field shoes or goalkeeper gloves, as applicable (without cost to the Player) consistent with the terms of Article 15.G.3 of the CBA. The Player represents that any current Qualifying Shoe or Glove Deal has been disclosed in Addendum F of this SPA (a "Qualifying Shoe or Glove Deal"). If the Player has a Qualifying Shoe or Glove Deal, he agrees to provide a copy of the duration/term provision and signature page of such Qualifying Shoe or Glove Deal upon request of the League or the Club.
- v. If the Player has a Qualifying Shoe or Glove Deal, he may enter into a subsequent exclusive, written agreement with a shoe or glove manufacturer, provided such agreement is entered into within thirty (30) days of the expiration or termination of the previous Qualifying Shoe or Glove Deal (at which point, such new agreement would also be deemed a Qualifying Shoe or Glove Deal). The Player agrees to notify the League and the Club of the new or renewed agreement within the same thirty (30) day period and, upon request, to provide a copy of the duration/term provision and signature page of such Qualifying Shoe or Glove Deal to the Club or the League, as applicable.

11. REPRESENTATIONS AND WARRANTIES.

- a. Player hereby represents and warrants that:
- i. he is not legally obligated, by contract or otherwise, to play soccer for any person or entity other than the Club;
 - ii. except as fully described in an addendum to this SPA, he does not, directly or indirectly, own any stock or have any other financial interest in any professional soccer club, other than receiving the Compensation due under Section 3 from the Club;
 - iii. his name as set forth in this SPA and in his signature to this SPA is his proper and legal name and is not a fictitious or assumed name;
 - iv. he is the owner of all rights granted hereunder or is fully authorized to dispose of such rights to the benefit of the Club and/or the League (as applicable) and, by virtue of this SPA (unless expressly and specifically otherwise set forth in this SPA), the Club owns his international registration and his playing rights, and neither he nor any third party has any rights therein or will attempt to assert any rights therein against the Club;
 - v. in the event Player was represented by an Intermediary during the negotiation of this SPA, the information of such Intermediary and any required payments to be made to such Intermediary in connection with this SPA are each completely and accurately included in Addendum J;
 - vi. he has all rights and permissions necessary to enter into this SPA and is not legally or contractually prohibited from doing so;
 - vii. any Medical Information Forms he has submitted to the Club prior to the execution of this SPA were completed truthfully and without material omissions and, to the Player's knowledge as of his execution of this SPA, the information submitted thereon remains accurate and without any material omissions and he knows of no injury, illness, or condition that renders, or will likely render, him physically or mentally unable to perform the playing services required under this SPA;
 - viii. except as set forth in Addendum F, he is not a party to any agreement which would require him to wear or in any way endorse any on-field product or would prevent him from wearing or endorsing any on-field product; and
 - ix. that (a) he has and shall maintain or (b) to his knowledge, would be able to obtain upon reasonable advance notice from his Club, a valid passport and is (or would be) able to undertake such international travel as may be required pursuant to this SPA.
- b. The Club hereby represents and warrants that:
- i. it has all rights and permissions necessary to enter into this SPA and is not legally or contractually prohibited from doing so;

- ii. it has the power and authority to execute and deliver this SPA and to perform its obligations hereunder in accordance with the terms hereof, and all necessary corporate action to authorize the transactions contemplated by this SPA has been duly and effectively taken;
- iii. this SPA is the valid and binding obligation of the Club, enforceable against it in accordance with its terms; and
- iv. the signatory hereto has all necessary rights and authority to enter into this SPA on behalf of the Club.

12. TERMINATION.

a. Performance-Based Contracts.

- i. If the SPA type is denoted as Performance-Based, the Club may unilaterally terminate this SPA at any time, in its sole and absolute discretion, between the Effective Date and the Contract Guarantee Date of the Initial Term. Any such termination shall be made effective only upon the conclusion of the waiver-wire period described in paragraph ii below. If this SPA is terminated other than for cause between the Effective Date and the Contract Guarantee Date of the Initial Term, his Base Salary shall be provided by the Club (a) for a minimum of forty-five (45) days and (b) for fourteen (14) days following the notice of termination. Thereafter, neither party shall have any further obligation to the other (except as are otherwise designated either in this SPA or the CBA as surviving such termination).
- ii. For a period of three (3) full days following the termination of a Performance-Based SPA, other clubs in the League shall have the exclusive right to assume the Player's SPA; provided, however, that if another club in the League assumes the SPA, the SPA shall be considered Guaranteed for the remainder of its term. After the lapse of the 3-day waiver-wire period (i.e., 5:00 PM EST of the third day following the date of the waiver), the Player's right to sign with other teams shall be unrestricted.

b. Termination by Club. In addition to any other grounds for termination that are expressly set forth in the CBA or this SPA, this SPA may be terminated by the Club at any time without further obligation on the part of either party, upon written notice to the Player (with a copy to the USL and the USLPA), if the Player at any time engages in a material breach of the CBA or this SPA. Any such termination shall be subject to the Player's rights under the grievance procedures set forth in Article 24 of the CBA.

c. Termination by Player. The Player may terminate this SPA upon ten (10) business days' written notice of default to the Club (with a copy to the USL and the USLPA) if (i) the Club defaults in its obligation to pay the Salary set forth in Addendum C or fails to perform any other material obligation agreed to be performed by the Club under this SPA and (ii) the Club fails to remedy such default within the ten (10) business days, or to give notice of intent to arbitrate within seven (7) business days of the Player giving notice of such default in writing to the Club, USL, and to the USLPA. The Player shall have no right to terminate this SPA prior to the conclusion of the Term (including any Option Terms) other than as expressly set forth in the CBA or by mutual written agreement with the Club (and regardless of whether the Player may otherwise have had such right under FIFA's RSTP). In the event the Club disputes an assertion by the Player that it is in default of the obligations set forth in

Addendum C or that it has otherwise failed to perform any other material obligation under this SPA, and it is subsequently determined pursuant to the Grievance procedures set forth in Article 24 of the CBA that a default has occurred, the Club shall have five (5) business days from the date of such finding to remedy such default. During the pendency of any Grievance concerning the existence of a default, the Player's SPA shall remain in full force and effect, and all amounts shall continue to be paid in accordance with its terms.

- d. Buyout Right. Subject to any limitations set forth in the CBA, prior to November 30, the Club may unilaterally terminate this SPA for the following Season(s), for any reason or for no reason, provided that it: (i) satisfied any obligations to the Player for the prior Season and (ii) pays the Player an amount equal to 50% of his base salary for each Guaranteed Contract Year remaining in this SPA (i.e., excluding any option terms), with at least half payable within fourteen (14) days of the exercising of such right and the remainder payable within sixty (60) days thereafter. The Club shall pay any reasonable costs of collection actually incurred by the Player. Upon the exercise of such buyout right, the Player's registration shall be promptly processed and released by the Club and/or the League (as the case may be).

13. ASSIGNMENT.

- a. Loans and Transfers Not Requiring Consent.
- i. Subject to Addendum G, the Club may loan, trade or transfer the Player to another club in the League without the Player's consent; provided that (i) the Player's Salary remains the same and (ii) the Player's other benefits are materially similar. Notwithstanding the foregoing, if the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased based upon the market to which the Player is being relocated. A Player properly assigned hereunder shall continue to perform under and satisfy the obligations of this SPA as if it had been entered into by the Player with the assignee club instead of with the Club.
- ii. In the event that this SPA is assigned to any other club in the League, expenses associated with relocating to the assignee club shall be paid by the clubs, as set forth in Article 14.A.2 of the CBA.
- b. Loans and Transfers Requiring Consent. The Club has the right to loan, transfer, assign and/or sell the rights to the Player's services to any professional soccer team or league; provided, however, that except as may be permitted by Section 13.a above, the Player must consent in writing to any such loan, transfer, assignment or sale. Except as otherwise agreed in writing between a Player and a Club, the Player shall be solely responsible for any relocation expenses incurred in connection with any such loan, transfer, assignment or sale.

14. APPLICABILITY OF GOVERNING BODY REGULATIONS.

- a. This SPA is made subject to League Rules and the rules, regulations and policies of applicable governing bodies, including USSF and FIFA, except as such rules, regulations, and policies conflict with the terms set forth in this SPA or the CBA.
- b. The Player hereby acknowledges and agrees that, subject to the terms of the CBA, the following provisions in the FIFA Regulations on the Status and Transfer of Players (including any applicable Annexes thereto) shall not apply to this Agreement:

- i. Chapter III (Registration of Players), Article 10 (Loan of Professionals), Paragraph 1. The Player understands and agrees that, unless set forth in Addendum G, he may be loaned to another Club in the USL Championship with or without his consent thereto in accordance with the terms of Article 14 of the CBA.
 - ii. Chapter IV (Maintenance of Contractual Stability between Professionals and Clubs), Article 13 (Respect of Contract), Article 14 (Terminating a Contract with Just Cause), Article 15 (Terminating a Contract with Sporting Just Cause), and Article 16 (Restriction on Terminating a Contract During the Season). The Player understands and agrees that both the Club's and the Player's right to terminate this SPA are as set forth in this SPA and the CBA and waives any additional termination rights which may otherwise have been available pursuant to the Regulations (e.g., for "sporting just cause").
 - iii. Chapter IV (Maintenance of Contractual Stability between Professionals and Clubs), Article 18 (Special Provisions Relating to Contracts Between Professionals and Clubs), Paragraph 2. The Player understands and agrees that this SPA shall be for the Term, as set forth herein (which may be for less than one year and which shall include any extensions thereto as set forth in Addendum B).
 - iv. Chapter IV (Maintenance of Contractual Stability between Professionals and Clubs), Article 18 (Special Provisions Relating to Contracts Between Professionals and Clubs), Paragraph 4. The Player understands and agrees that, if set forth in Addendum E, this SPA is subject to a successful medical examination.
 - v. Chapter IX (Jurisdiction). The Player agrees that the sole and exclusive dispute resolution procedures available for resolving any Grievance are as set forth in Article 24 of the CBA. The Player therefore hereby waives any right to bring any Grievance for resolution on the merits to any FIFA body or tribunal, including any rights pursuant to Chapter IX of the FIFA RSTP. Notwithstanding the foregoing, once a final decision, determination or award has been rendered pursuant to the process set forth in Article 24 of the CBA, either the League or the Club, on the one hand, or the Player or USLPA, on the other hand, may immediately take such final decision, determination or award to the relevant FIFA body or tribunal or court of law having jurisdiction to be entered and enforced.
- c. The Player also hereby acknowledges and agrees that the Club may seek training compensation and/or solidarity payments from clubs that the Player subsequently contracts with, and the Player expressly waives any right to challenge or dispute the Club's entitlement to such payments.

15. DISPUTE RESOLUTION.

- a. General. The Parties shall resolve any Grievance exclusively in accordance with Article 24 of the CBA, as if such Article 24 was fully set forth herein.
- b. Waiver of Right to Trial. By entering into this SPA, the Parties are waiving all rights to have a Grievance heard or decided by a jury or in a court trial. EACH PARTY FULLY UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS IN CONNECTION WITH A GRIEVANCE THAT WOULD OTHERWISE BE AFFORDED

TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL.

- c. Class Action Waiver. Without limiting the USLPA's right to assert a Grievance on behalf of a class of players, Player and Club expressly intend and agree that, with respect to any claim, dispute or proceeding between the Player and the Club, regardless of whether it could be considered a Grievance or not:
- i. class action and collective action procedures shall not be asserted, and will not apply;
 - ii. each will not assert class or collective action claims against the other;
 - iii. each shall only submit their own individual claims and shall not bring claims against the other in any representative capacity on behalf of any other individual; and
 - iv. any claims by the Player will not be joined, consolidated, or heard together with claims of any other current or former player of the Club or other clubs in the League.

16. UNIQUE SKILLS. The Player acknowledges that the services he is to provide under this Agreement are of a unique and special character, and acknowledges and agrees that (i) a material breach or threatened material breach by the Player of any of his obligations under this Agreement would give rise to irreparable harm to the Club for which monetary damages would not be an adequate remedy and (ii) if a material breach or a threatened material breach by the Player of any such obligations occurs, the Club will, in addition to any and all other rights and remedies that may be available to it at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, and any other relief that may be available from a court of competent jurisdiction, without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

17. VALIDITY AND FILING.

- a. This SPA shall be valid and binding upon the Club and the Player immediately upon its execution, unless the Club and Player have agreed that the Player's Fitness is a condition precedent, in which case this SPA shall be valid and binding as set forth in Section 8.c.
- b. The Club agrees to file a copy of this SPA, and/or any amendments thereto, with and as directed by the League as soon as practicable by email, but in no event may such filing be made more than forty-eight (48) hours after the execution of this SPA and/or its amendment(s).

18. ASSUMPTION OF RISK AND RELEASE OF OTHER CLUBS IN THE LEAGUE.

- a. The Player acknowledges that he is an experienced soccer player and understands that dangers of personal injury are inherent in participating in soccer and soccer-related activities for the Club or the League. By entering into this SPA, the Player voluntarily and knowingly assumes all of the risks associated with playing professional soccer and with performing his obligations under this SPA (including but not limited to the risk of death, brain damage, or other personal injury from playing, practicing, training, traveling, fights, actions by fans and the media, conditions of the playing surface, and use or misuse of equipment).
- b. The Player hereby releases and waives any and all claims he may have, or that may arise during the term of this SPA, against the Club, the League, every other Club in the League,

each of their respective Affiliates, and the directors, officers, owners, stockholders, trustees, partners, managers, members, and employees of the Club, the League, every other club in the League, and each of their respective affiliates, arising out of, or in connection with, and whether or not by negligence, (i) any injury suffered in the course of his employment, whether during soccer-related activities or otherwise; or (ii) any fighting or other form of violent and/or unsportsmanlike conduct occurring during the course of any practice, game, or other Club event (in all cases on or adjacent to the field or adjacent to any facility used for such practices or games). The foregoing shall not release a party from any grossly negligent (or more culpable) acts, nor shall the foregoing apply to any workers' compensation claim or any claim of medical malpractice against a Club-affiliated or Club-designated physician or other medical personnel.

19. COSTS AND EXPENSES. Except as otherwise set forth in this SPA or the CBA, all costs and expenses incurred in connection with this SPA (including any costs, expenses, or attorneys fees relating to a Grievance, regardless of the prevailing party) shall be paid by the Party incurring such costs and expenses.

20. GOVERNING LAW. This SPA (and all other Addenda hereto) shall be construed and interpreted under, and shall be governed by, the Laws applicable to contracts made and performed in the State of New York, except where federal law may govern.

21. VENUE AND JURISDICTION.

- a. Other than a Grievance (brought exclusively pursuant to Article 24 of the CBA), any legal suit, action, or proceeding arising out of or relating to this SPA between the Player and the Club shall be instituted in state or federal court, in each case located in the city and county where the Club is located, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any suit, action, or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.
- b. The exclusive choice of venue and jurisdiction in paragraph 21.a above do not preclude the bringing of any action by the parties or the enforcement by the parties of any judgment obtained in any such jurisdiction, in any other appropriate jurisdiction or the right of the parties to confirm or enforce any award in any appropriate jurisdiction.

22. NATIONAL TEAMS. The Club shall make the Player available on request of the Player's national association (e.g., USSF) for international games, FIFA and other international tournaments (including CONCACAF tournaments), and Olympic Games competition, including preparation, qualification and final tournament matches, in accordance with FIFA rules and regulations. Any divergent agreement between the Player and the Club is prohibited.

23. ENTIRE AGREEMENT. This SPA (including the Addenda hereto) and the CBA constitute the entire agreement between the Parties concerning the subject matter hereof and supersede any prior agreements, no other representations having induced either Party to execute this SPA. No amendment to this SPA shall be binding on either party unless it is mutually agreed to in writing.

24. INTERPRETATION. This SPA shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument

to be drafted. The addenda referred to herein shall be construed with, and as an integral part of, this SPA to the same extent as if they were set forth verbatim herein.

25. NO INCONSISTENT AGREEMENTS. Neither the Club nor the Player has entered, as of the date of the Party's execution of this SPA, nor shall either Party, on or after such date, enter into any agreement that (i) would have the effect of impairing the rights granted to the other Party or (ii) otherwise conflicts with the provisions hereof.

26. WAIVER OF COLLEGE ELIGIBILITY. PLAYER UNDERSTANDS AND ACKNOWLEDGES THAT BY EXECUTING THIS SPA, HE WILL NO LONGER BE ELIGIBLE TO PLAY IN ANY NCAA, NAIA OR NJCAA UNIVERSITY OR COLLEGE ATHLETIC PROGRAM.

Signature Page Follows

SIGNATURES

By affixing their signatures below, Player and Club indicate their understanding of, and agreement to, all of the provisions of this SPA, including all Addenda and any other attachments.

Player's Signature

Date

Authorized Club Representative's Signature

Date

PARENT OR LEGAL GUARDIAN CONSENT

[for players under the age of 18]

Player's parent(s) or legal guardian irrevocably consents to the performance and execution of this SPA (including all Addenda and attachments) hereto. Such consent shall be effective as to all provisions and shall be irrevocably given for the duration of this SPA. Player's parent(s) or guardian further agree to hold Club harmless for any injury suffered by Player during the term of this SPA.

Signature of Father/Guardian (circle one)

Date

Signature of Mother/Guardian (circle one)

Date

ADDENDUM A

PLAYER INFORMATION (for notice purposes)

Name (First/Middle/Last):

Current Address:

Telephone Number:

Email:

CLUB INFORMATION (for notice purposes)

Club Address:

Attn:

Telephone Number:

Email:

ADDENDUM B

Initial Contract Year:

Initial Term begins on the Effective Date and ends on November 30,

Number of Options:

First Option Term (if applicable): December 1, to November 30,

Second Option Term (if applicable): December 1, to November 30,

ADDENDUM C

Compensation

A. Salary. The Club shall pay to Player the following Salary for each season during the Term (including any Option Terms). In each instance, the Salary shall be paid (at minimum) through the Standard Compensation Period. Salary shall be paid in accordance with the Club’s standard payroll practices. Any prorated amounts are to be based on a 30-day month.

Contract Year #	Salary (monthly)	Payment Start Date	Payment End Date
Initial Contract Year	\$ _____	_____	_____
Contract Year 2	\$ _____	_____	_____
Contract Year 3	\$ _____	_____	_____
Contract Year 4	\$ _____	_____	_____
Contract Year 5	\$ _____	_____	_____
Contract Year 6	\$ _____	_____	_____

Any additional Salary or modifications to the Salary set forth in the chart above shall be set forth below, for such periods of time as set forth therein:

B. Signing Bonus. The Club shall pay to the Player the following amount (if any) as a signing bonus. If such signing bonus is payable in installments, the amount and timing of such installments shall also be set forth. If no signing bonus is payable, please write “none”.

Amount and Payment Schedule (if applicable): _____

C. Housing Stipend. The Club shall pay to Player the following amounts (if any) as a housing stipend for each season during the Term (including any Option Terms). In each instance, the housing stipend shall be paid (at minimum) through the Standard Compensation Period. Player acknowledges that such payments may be treated as “income” to the Player and that there may be tax implications for the Player arising therefrom. If no housing stipend is being provided, please leave blank.

Contract Year #	Housing Stipend (monthly)	Payment Start Date	Payment End Date
Initial Contract Year	\$ _____	_____	_____
Contract Year 2	\$ _____	_____	_____
Contract Year 3	\$ _____	_____	_____
Contract Year 4	\$ _____	_____	_____
Contract Year 5	\$ _____	_____	_____
Contract Year 6	\$ _____	_____	_____

Any additional housing stipends or modifications to the housing stipends set forth in the chart above shall be set forth below, for such periods of time as set forth therein.

D. Club-Provided Housing. The Club shall provide the Player with the housing (if any) set forth below according to the schedule set forth therein. The type and character of the housing shall be clearly described (e.g., “one-bedroom, fully furnished apartment, without roommates; three-bedroom, fully furnished apartment with two roommates...”) and, if the housing provider changes during the Term, the quality of the housing provided shall not be materially decreased. Player acknowledges that the value associated with such housing may be treated as “income” to the Player and that there may be tax implications for the Player arising therefrom. If no housing is being provided, please write “none”.

E. Health Insurance. If group health insurance is made available through the Club, a summary of what the Club currently offers to contribute is as set forth below:

F. Performance Bonus. The Club shall pay to the Player the following amounts (if any) based on performance of the Player or the Club (attach additional pages if necessary). If no performance bonuses are payable, please write “none”.

Performance bonuses shall be paid upon the following payment schedule:

G. Club Payments to Intermediary. If the Player was represented by an Intermediary in connection with his negotiation of this SPA with the Club, and the Club has agreed to pay the Intermediary (on the Player's behalf) any or all of the amounts owed by the Player, the Club's payment obligations are set forth below. Player acknowledges that such payments may be treated as "income" to the Player and that there may be tax implications for the Player arising out of such payments.

H. Transfer Consideration. If the Player is entitled to any payments in connection with the Club's loan, transfer or sale of the Player, such payments are set forth below.

I. Other Compensation. The Club shall provide the Player with the following additional compensation (including any personal transportation being provided to the Player, if any). If no additional compensation is agreed upon, enter "none." Please note the period of time during which additional benefits would be provided:

ADDENDUM D

Club Certification – Base Compensation

The Club hereby certifies that it reasonably anticipates the monthly Base Compensation payable to the Player during the Standard Compensation Period for the Initial Contract Year to be as set forth in the chart below.

In calculating (4) below, the total amount of such signing (or other guaranteed) bonuses shall be attributed evenly over the Standard Compensation Period throughout the term of the SPA (excluding any option years).

Classification	Monthly Value during Standard Compensation Period of Initial Contract Year
(1) Salary:	\$ <input type="text"/>
(2) Value of any housing or personal transportation (or the amount of any such stipend, if applicable):	\$ <input type="text"/>
(3) Value of any health insurance contributions (including to or on behalf of the Player’s family):	\$ <input type="text"/>
(4) Applicable portion of any signing (or other guaranteed) bonuses, but specifically excluding any amounts paid by a Club to a Player’s agents or representatives:	\$ <input type="text"/>
Total:	\$ <input type="text"/>

Authorized Club Representative’s Signature

Date

ADDENDUM E

Fitness as Condition Precedent

Instructions: If the validity of the SPA is being conditioned upon the Player successfully passing a medical examination, the “Applicable” box should be checked and this Addendum E must be completed and executed. Otherwise, the “Not Applicable” box should be checked and the remainder of this Addendum E may be left blank.

Applicable

Not Applicable

Club Name:

Player Legal Name:

The Club and the Player hereby agree that the Player must report for and submit to a Medical Examination (to be performed by one or more physicians designated by the Club) in accordance with the following:

- (a) The Player must report for such Medical Examination at such times as follows: (i) for a Player under contract with another team at the time the SPA is signed, no later than the tenth (10th) business day following the championship game of each team’s respective league; (ii) for a Player not under contract with another team at the time the SPA is signed, no later than the tenth (10th) business day following the execution of the SPA; (iii) for a Player outside the country at the time the SPA is executed for whom a visa is necessary to enter the country, no later than two (2) business days following the Player’s entry into the Club’s market on such visa (collectively, the “Medical Deadline”). However, with respect to (i) above, to the extent that the Player’s current and prospective teams are both in the USL Championship, the Player and the new team will engage in best efforts to conduct the Medical Examination within ten (10) business days from the last day of the regular season or the date that both teams have been eliminated from the playoffs (whichever is later). All costs and expenses relating to the Medical Examination, including travel and lodging, shall be borne by the Club.
- (b) Upon reporting, the Player shall supply all information reasonably requested of him, provide complete and truthful answers to all questions posed to him, and submit to all examinations and tests reasonably requested of him.
- (c) The determination of whether the Player has passed the Medical Examination shall be made by the Club in its sole discretion, exercised in good faith, in consultation with one or more of the Club’s physicians; and a Club shall have the right to determine in good faith that a Player has failed to pass the Medical Examination due to the risk of a future injury, illness or other health condition notwithstanding that the Player is currently able to perform as a skilled soccer player in the League.
- (d) If the Player does not pass the physical examination, the Club shall promptly: (i) notify the Player (in any case, no later than two (2) business days following the Medical Deadline) and (ii) pay to the Player an amount equal to two (2) weeks Base Compensation.

- (e) The Club’s determination that the Player has passed the Medical Examination (or the failure of the Club to notify the Player of the contrary within two (2) business days following the Medical Deadline) shall be a condition precedent to the validity of the Contract. Accordingly, and without limiting the generality of the preceding sentence, until such time as a Player has passed the Medical Examination (or the two (2) business days have passed without notification to the contrary), he may not attend any regular training camp of the Club or participate in matches or organized practices with the Club.
- (f) The Club shall not use these “Fitness as a Condition Precedent” provisions to renegotiate the terms and conditions of a SPA.
- (g) There shall be no public disclosure of SPA signings subject to Medical Examinations unless and until the Player has either passed (or is deemed to have passed) the Medical Examination. There shall be no public disclosure of the results of Medical Examinations subject to these “Fitness as a Condition Precedent” provisions.

Player’s Signature

Date

Authorized Club Representative’s Signature

Date

ADDENDUM F

Qualifying Shoe or Glove Deal

Instructions: If the Player has a Qualifying Shoe or Glove Deal, the “Applicable” box must be checked and this Addendum F must be completed and executed. Otherwise, the “Not Applicable” box must be checked and the remainder of this Addendum F may be left blank.

Applicable

Not Applicable

Club Name:

Player Legal Name:

The Player represents that, as of the date of his signature below, he has entered into an exclusive, written agreement with an on-field shoe or goalie glove manufacturer, as set forth below:

On-Field Shoe Manufacturer: Adidas
 Nike
 Puma
 Other:

Goalie Glove Manufacturer: Adidas
 Nike
 Puma
 Other:

Start Date of Agreement:

End Date of Agreement:

Player’s Signature

Date

ADDENDUM G

Player Consent or Non-Consent to Loans, Trades and Transfers—Modifications to SPA Section 13.a

Instructions: One of the 3 check boxes must be selected.

Note: Section 13.a of the SPA permits the Club to loan, transfer, or trade the Player to another club in the League without having to obtain the Player’s consent. If the Player and Club agree that the Player’s consent is required or that the Club’s right to transfer the Player without his consent is subject to certain limitations, the first or second box (as applicable) should be checked. If no changes are being made to Section 13.a, the third box should be checked.

The Player and the Club agree that:

<input type="checkbox"/>	Section 13.a of this SPA is deleted in its entirety and replaced with the following: “The Club may not loan, trade or transfer the Player to another club in the League without the Player’s written consent. Except as otherwise agreed in writing between the Player and the Club, the Player shall be solely responsible for any relocation expenses incurred in connection with any such loan, transfer, assignment or sale.”
<input type="checkbox"/>	the Club’s right to loan, trade, or transfer the Player to another club in the League is as set forth in Section 13.a, but subject to the following additional restrictions: [REDACTED]
<input type="checkbox"/>	the Player may be loaned, transferred or traded within the League without his consent (and Section 13.a shall remain unmodified).

ADDENDUM H

Forum and Venue

Instructions: If Section 21 of this SPA (Venue and Jurisdiction) is being superseded by this Addendum H, the “Applicable” box must be checked and this Addendum H must be completed and executed. Otherwise, the “Not Applicable” box must be checked and the remainder of this Addendum H may be left blank.

Applicable

Not Applicable

Club Name:

Player Legal Name:

Recognizing the cost, privacy, and expediency benefits that can be provided through arbitration, the Player and the Club hereby agree as follows (which shall replace Section 21 of this SPA in its entirety):

- (a) Other than a Grievance (brought exclusively pursuant to Article 24 of the CBA), any legal suit, action, or proceeding between the Player and the Club shall be settled by arbitration administered by the Judicial Arbitration and Mediation Services (JAMS), in each case located in the County where the Club is located, and each party irrevocably submits to the exclusive jurisdiction of JAMS in any such suit, action, or proceeding. The parties irrevocably and unconditionally waive any objection to venue of any claim, action, or proceeding in such forum and irrevocably waive and agree not to plead or claim that any such claim, action, or proceeding brought before JAMS in the County where the Club is located has been brought in an inconvenient forum.
- (b) The exclusive choice of venue and jurisdiction in paragraph (a) above do not preclude the bringing of any action by the parties or the enforcement by the parties of any judgment obtained in any such jurisdiction, in any other appropriate jurisdiction or the right of the parties to confirm or enforce any award in any appropriate jurisdiction.
- (c) By entering into this Addendum H, the Parties are waiving all rights to have their claims heard or decided by a jury or in a court trial. EACH PARTY FULLY UNDERSTANDS AND AGREES THAT THEY ARE GIVING UP CERTAIN RIGHTS OTHERWISE AFFORDED TO THEM BY CIVIL COURT ACTIONS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO A JURY OR COURT TRIAL.

Player’s Signature

Date

Authorized Club Representative’s Signature

Date

ADDENDUM I

Please use this Addendum I to communicate additional terms and conditions to this SPA.

In case of any conflict or inconsistency between the terms or conditions set forth in this Addendum I and the terms or conditions found elsewhere in this SPA or the CBA, the terms and conditions found in the CBA or elsewhere in this SPA shall control.



ADDENDUM J

Intermediary Information

Instructions: One of the two check boxes must be selected. If the first box is selected, this Addendum J must be completed and executed. If the second box is selected, the remainder of this Addendum J may be left blank.

- I retained an Intermediary to represent me in connection with the negotiation of this SPA.
- I acknowledge that I have had the opportunity to be represented by an Intermediary in connection with the negotiation of this SPA, but that I have chosen not to retain one.

Intermediary Contact Information

Intermediary Agency:

Intermediary Name (First/Middle/Last):

Address:

Telephone Number:

Email:

Questions

As of the Effective Date, is the Intermediary a FIFA-licensed Player Intermediary?
Yes No

Was the Intermediary involved in the negotiation of this SPA on behalf of the Player?
Yes No

Is the Intermediary an owner, officer, employee, consultant, or representative of a team in the League?
Yes No

If Yes, which team? Team Name:

Certification Page Follows

Player Certification

I, [REDACTED] (Player's Name), certify that I have retained the above listed Intermediary to represent me. The representation shall remain in effect until either my Intermediary or myself communicates otherwise in writing to the League and the Club. I understand and acknowledge that, unless otherwise provided in Addendum C, I am solely responsible for any costs associated with the compensation of my Intermediary. I further understand and acknowledge that the League and the Club may communicate with me by communicating with my Intermediary.

Player's Signature

Date

PLAYER REGISTRATION INFORMATION

****All Fields Required****

Basic Information

Player Name:
Player Height: ', "
Player Weight: lbs
Player Email:
Player Phone:

Place of Birth: USA
 Canada
 Other, specify:

Citizenship (Country): USA
 Canada
 Other, specify:

Last Amateur / Professional Club (college inapplicable)

Club:
League:
State:
Country:

USL League Two (f/k/a the "PDL")

Has Player ever played in USL League Two? Yes No

If yes, please list the last club played for: Year Club

Social Media

Twitter Handle: @ (if inapplicable, please write "none")
Instagram Handle: @ (if inapplicable, please write "none")

This “Dues or Agency Fee Deduction Authorization Card” has been included as a courtesy to the USLPA.

Submission Instructions:

If the Authorization Card is executed contemporaneously with the SPA, Clubs should transmit the executed card to the League along with the SPA.

However, if not executed contemporaneously with the SPA, executed forms should be returned directly to the USLPA at: admin@uslplayers.org

USL PLAYERS ASSOCIATION
Dues or Agency Fee Deduction Authorization Card

I hereby authorize and direct the Club to deduct from my pay uniform dues or fees in the amounts fixed by the USL Players Association in accordance with the provisions of the USLPA Constitution and By-Laws and to remit such deducted dues to the USLPA in accordance with the bargaining agreement (CBA) between the United Soccer League and the USLPA. This authorization extends to my current USL club and to any USL club for whom I may play in the future.

This authorization is voluntarily made in order to facilitate payment of my fair share of the USLPA’s costs of representing me for the purpose of collective bargaining. Where the payment of dues or agency fees may be lawfully required as a condition of employment the deductions shall be made without regard to my current or future membership in the USLPA.

This authorization shall be irrevocable for a period of one year from the date I signed this card (below) or until I am no longer employed by a club in the USL Championship, whichever occurs sooner, without regard to my membership status. I agree that this authorization shall be automatically renewed and irrevocable for successive one-year periods unless revoked by written notice to my then-current Club and the USLPA within the ten (10) day period prior to the anniversary of this authorization. I understand that the deductions authorized are not deductible as charitable deductions under federal income tax law.

Printed Name: _____

Signature: _____

Current Club: _____

Date: _____

USL Championship – Collective Bargaining Agreement

EXHIBIT B

Medical Information Release

Included on the following pages

AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

Consistent with the terms of the Collective Bargaining Agreement between the USL Players Association and the USL Championship (the "League"), I hereby authorize my employer club, any subsequent club in the League to which my playing services may be loaned or assigned, and their respective successors (collectively, the "Club") to use and/or disclose of all of my Medical Information, as provided for below:

1. **This authorization applies to all Medical Information about me.** As used in this authorization: "Medical Information" means all medical and/or Medical Information about me including, but not limited to, all past, present or future: health, medical or surgical records; medical or health questionnaire(s); information relating to any injury, sickness, disease, condition, medical history, or medical, mental, or clinical status, or diagnosis, treatment or prognosis; clinical or treatment notes or reports; fitness to play determinations; test results (including, but not limited to, the results of neuropsychological testing); laboratory reports, x-rays or diagnosis imaging results; and data relating to any testing or medical study.
2. I authorize all physicians, hospitals, laboratories, pharmacies, clinics, and other health care providers (including, but not limited to, all trainers), who have or may have any Medical Information about me, to use and/or disclose all that Medical Information about me to doctors, athletic trainers, or other medical staff ("Medical Staff") of the Club or who have a formal relationship with the Club (collectively, the "Club Medical Staff"), and I authorize the Club Medical Staff to receive such Medical Information.
3. I authorize the use and disclosure of my Medical Information as follows:
 - (a) to the Club Medical Staff;
 - (b) to the Club Medical Staffs of other clubs in the League in connection with a contemplated player acquisition (whether via signing, trade, loan or transfer);
 - (c) to the Club's workers' compensation insurance carrier and to Club-personnel as needed to process workers' compensation claims or otherwise assess or offer benefits;
 - (d) to the following individuals, but only to view (and not receive) Medical Information, and only to the extent it might affect my on-field performance: the Club's coaching staff, technical director, and senior Club officials who have a reasonable need to be made aware of such Medical Information;
 - (e) to other relevant personnel of the Club, the League, or a governing body (e.g., the United States Soccer Federation) as may reasonably require such information in connection with any dispute resolution process;
 - (f) to such other individuals or entities as reasonably required to effectuate

any purposes or provisions of the Collective Bargaining Agreement between USL and the USL Players Association or my Standard Player Agreement (provided such individuals or entities agree to keep such information confidential); and

- (g) to such other individuals or entities as may be reasonably required to comply with applicable law.
2. I further authorize the use and disclosure of the following information for public relations purposes:
- (a) for injuries sustained during the course of my employment as a skilled soccer player with the Club, including, but not limited to, travel with my team or on business requested by the Club:
 - (i) the nature of the injury,
 - (ii) the prognosis and the anticipated length of recovery from the injury, and
 - (iii) the treatment and surgical procedures undertaken or anticipated in regard to the injury; and
 - (b) for any other medical and/or health condition that prevents me from rendering services to his Club:
 - (i) the fact that a medical and/or health condition is preventing me from rendering services to the Club, and
 - (ii) the anticipated length of my absence from the Club.
4. I understand that any of my Medical Information that is disclosed in accordance with this authorization form might be redisclosed by the recipient of that information and may no longer be protected by federal health care privacy laws and rules.
5. This authorization is effective until the date on which my employment with the Club is terminated.
6. I understand that my treatment, payment, enrollment, or eligibility for benefits (if any) will not be conditioned on whether I sign this form.
7. I understand that I have the right to revoke this authorization at any time, but that my revocation will not be effective to the extent that any of the classes of persons or entities I have authorized to use and/or disclose and/or receive my Medical Information have already acted in reliance upon this authorization. My revocation must be in writing and be sent to the principal business address of the Club. I further understand that my right to revoke this authorization shall not serve to excuse any failure by me to comply with the provisions of any individual contract covering my employment with the Club as a

professional soccer player to which I am (or may be) a party, or any other agreement that may govern the terms and conditions of my employment as a soccer player in the League.

8. I acknowledge that I have received a copy of this authorization and that a copy of this authorization shall be considered as effective and valid as the original.

Signature: _____

Printed Name: _____

Date: _____

USL Championship – Collective Bargaining Agreement

EXHIBIT C

Benefit Confirmation Form

Included on the following pages

Benefit Confirmation Form

Instructions: If a Player is being loaned, traded, or transferred from one USL Championship club (the “Transferring Club”) to another USL Championship club (the “Receiving Club”) without the Player’s consent, the Clubs must fill out and certify through this form that, aside from his Salary (which shall remain unchanged), the Player’s other benefits are materially similar.

Clarifications:

1. The Player’s benefits need not be identical to be materially similar (e.g., if the Transferring Club provided health insurance, the Receiving Club could instead provide the Player with a stipend towards the purchase of health insurance which would result in him having reasonably similar out-of-pocket costs as those he had at the Transferring Club).
2. If the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased based upon the market to which the Player is being relocated.

Benefit Confirmation Form

Player Legal Name: _____ (the "Player")

Transferring Club: _____

Receiving Club: _____

In connection with the loan, transfer, or trade of the Player from the Transferring Club to the Receiving Club, the Receiving Club hereby acknowledges and agrees that, from the effective date of such loan, transfer or trade, it shall provide the Salary and other benefits and compensation set forth in the Standard Player Agreement between the Player and the Transferring Club, as if such Standard Player Agreement had been entered into by the Player with the Receiving Club instead of with the Transferring Club, except as set forth below.

1. If the Player is provided a housing stipend pursuant to his SPA, the stipend shall be reasonably increased or decreased by the Receiving Club based upon the market to which the Player is being relocated. In accordance with the foregoing, any modifications to the housing stipends set forth in the SPA are as set forth below:

2. To the extent that any of the other benefits set forth in Addendum C (or Addendum H, if applicable) are being replaced or modified (in each case, with the Player continuing to receive materially similar benefits), such replacements or modifications are as set forth below:

3. If the Player currently receives health insurance coverage as part of a group plan offered through the Transferring Club, the Receiving Club shall provide the following materially similar benefits to the Player (e.g., the Receiving Club could provide the Player with a stipend towards the purchase of health insurance coverage which would result in him having reasonably similar out-of-pocket costs as those he had at the Transferring Club):

Transferring Club

Receiving Club

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Acknowledged by Player: _____

USL Championship – Collective Bargaining Agreement

EXHIBIT D

USLPA Check-Off Authorization Form

Included on the following pages

This “Dues or Agency Fee Deduction Authorization Card” has been included as a courtesy to the USLPA.

Submission Instructions:

If the Authorization Card is executed contemporaneously with the SPA, Clubs should transmit the executed card to the League along with the SPA.

However, if not executed contemporaneously with the SPA, executed forms should be returned directly to the USLPA at: admin@uslplayers.org

USL PLAYERS ASSOCIATION
Dues or Agency Fee Deduction Authorization Card

I hereby authorize and direct the Club to deduct from my pay uniform dues or fees in the amounts fixed by the USL Players Association in accordance with the provisions of the USLPA Constitution and By-Laws and to remit such deducted dues to the USLPA in accordance with the bargaining agreement (CBA) between the United Soccer League and the USLPA. This authorization extends to my current USL club and to any USL club for whom I may play in the future.

This authorization is voluntarily made in order to facilitate payment of my fair share of the USLPA’s costs of representing me for the purpose of collective bargaining. Where the payment of dues or agency fees may be lawfully required as a condition of employment the deductions shall be made without regard to my current or future membership in the USLPA.

This authorization shall be irrevocable for a period of one year from the date I signed this card (below) or until I am no longer employed by a club in the USL Championship, whichever occurs sooner, without regard to my membership status. I agree that this authorization shall be automatically renewed and irrevocable for successive one-year periods unless revoked by written notice to my then-current Club and the USLPA within the ten (10) day period prior to the anniversary of this authorization. I understand that the deductions authorized are not deductible as charitable deductions under federal income tax law.

Printed Name: _____

Signature: _____

Current Club: _____

Date: _____

USL Championship – Collective Bargaining Agreement

EXHIBIT E

Contract Modification Examples

Included on the following pages

Contract Modification Examples

Pursuant to CBA Article 8.R.5, the following sets forth examples of how 2021 (or prior) SPAs are to be modified in the event that (a) their 2022 payment terms do not comply with the Minimum Base Compensation requirements and (b) the Club and Player have been unable to agree on how the payment terms should be modified to come into compliance.

If a box is checked in the preexisting SPA for payment to start on the “Required Report Date” or to end on the date of the Club’s “Last Game,” the payment start or end date is referenced below as “variable.”

For the avoidance of doubt, however, and as more fully set forth in CBA Article 8.R.5, these examples are inapplicable to an SPA which includes each of the following elements:

- (a) a monthly payment start date on or prior to February 1;
- (b) a payment end date on or later than November 30; and
- (c) Base Compensation during the Standard Compensation Period that equals or exceeds the Minimum Base Compensation

Example 1:

2021 Contract Terms: The SPA calls for the Player to be paid a salary of \$6,000/month, with variable payment start and payment end dates. The SPA does not include any housing obligations.

2022 Modification Process: In order to determine the expected compensation for 2022, the variable payment start date is replaced with February 15, the payment end date is replaced with October 15, then that time period (8 months) is multiplied by his monthly compensation (\$6,000/month). The expected compensation of \$48,000 is then divided by 10 months, to come up with revised monthly compensation of \$4,800/month.

2022 Revised Contract Terms: The modified SPA now calls for the Player to be compensated \$4,800/month, with a payment start date of February 1 and a payment end date of November 30.

Example 2:

2021 Contract Terms: The SPA calls for the Player to be paid \$1,000/month and to be provided housing (valued at \$1,000/month), each from January 1 through December 31.

2022 Modification Process: The Compensation payable to the Player is \$2,000/month * 12 months = \$24,000. This amount would be divided by 10 months to determine his new monthly Compensation of \$2,400/month.

2022 Revised Contract Terms: The Player would be provided housing (valued at \$1,000) and a salary of \$1,400/month from February 1 through November 30. For avoidance of doubt,

the revised SPA terms would no longer include any Compensation (including housing) in January or December (although the Club may continue to provide housing during such period if it so chooses).

Example 3:

2021 Contract Terms: The SPA calls for the Player to be paid \$1,000/month and to be provided housing (valued at \$500/month), each from January 1 through December 31.

2022 Modification Process: The Compensation payable to the Player is \$1,500/month * 12 months = \$18,000. This amount would be divided by 10 months to determine his new monthly Compensation of \$1,800/month. As this amount is less than the Minimum Base Compensation, his Compensation would be increased to \$2,200/month.

2022 Revised Contract Terms: The Player would be provided housing (valued at \$500) and a salary of \$1,700/month from February 1 through November 30. For avoidance of doubt, the revised SPA terms would no longer include any Compensation (including housing) in January or December (although the Club may continue to provide housing during such period if it so chooses).

Example 4:

2021 Contract Terms: The SPA calls for the Player to be paid a salary of \$2,000/month, with a variable payment start date and a fixed payment end date of December 31. The SPA does not include any housing obligations.

2022 Modification Process: In order to determine the expected compensation for 2022, the variable payment start date is replaced with February 15, and the expected payment period (10.5 months) is multiplied by his monthly compensation (\$2,000/month). The expected compensation of \$21,000 is then divided by 10 months, to come up with revised monthly compensation of \$2,100/month. As this amount is less than the Minimum Base Compensation, his Compensation would be increased to \$2,200/month.

2022 Revised Contract Terms: The modified SPA now calls for the Player to be compensated \$2,200/month, with a payment start date of February 1 and a payment end date of November 30. For avoidance of doubt, the revised SPA terms would no longer include any Compensation in December.

USL Championship – Collective Bargaining Agreement

EXHIBIT F

Form of Club Certification – Player Base Compensation

Included on the following page

Club Certification – Base Compensation

The Club hereby certifies that it reasonably anticipates the monthly Base Compensation payable to the Player during the Standard Compensation Period for the [REDACTED] Contract Year to be as set forth in the chart below.

In calculating (4) below, the total amount of such signing (or other guaranteed) bonuses shall be attributed evenly over the Standard Compensation Period throughout the term of the SPA (excluding any option years).

Classification	Monthly Value during Standard Compensation Period of Initial Contract Year
(1) Salary:	\$ [REDACTED]
(2) Value of any housing or personal transportation (or the amount of any such stipend, if applicable):	\$ [REDACTED]
(3) Value of any health insurance contributions (including to or on behalf of the Player's family):	\$ [REDACTED]
(4) Applicable portion of any signing (or other guaranteed) bonuses, but specifically excluding any amounts paid by a Club to a Player's agents or representatives:	\$ [REDACTED]
Total:	\$ [REDACTED]

Authorized Club Representative's Signature

Date