

PLAYERS' AGENT AND PLAYER CONTRACT

AGREEMENT made this _____ day of _____, 2016 (the "Effective Date"), by and between

JaQay L. Carlyle, Esq.
Carlyle Legal Corporation
14724 Ventura Blvd., PH Suite
Sherman Oaks, CA 91403

(hereinafter, the "Agent")

-and-

Player's Full Name: _____

Full Address: _____

(hereinafter, the "Player").

In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows:

1. **ENGAGEMENT; SERVICES.**

(a) The Player hereby employs the Agent and the Agent hereby agrees to act as a player agent for the Player.

(b) The Agent shall advise, assist and represent the Player in connection with the engagement of the Player as a skilled basketball player by clubs worldwide. Particularly, the Agent shall introduce the Player to any basketball club which might be interested to retain his services, shall then negotiate on behalf of the Player the relevant player contract to be signed by the Player and will subsequently liaise and deal in the Player's interest with the club on all matters of interest for the Player in connection with his engagement with the club.

(c) Additionally, Agent shall arrange for Player to receive marketing and filming services from the California Basketball Association (or their authorized representatives) (collectively, "CBA Services").

2. **FIBA INTERNAL REGULATIONS GOVERNING PLAYERS' AGENTS.** The Parties agree that their relationship under this contract, in particular their respective rights and duties shall be governed by the FIBA Internal Regulation governing Players Agents (hereinafter the "FIBA Agent Regulation") as amended from time to time; In particular, the parties agree to be entitled to and bound by the respective rights and duties provided for in the FIBA Agent Regulations.

3. **COMPENSATION.**

(a) For any contract procured by the Agent and signed by the Player, the Player agrees to pay to the Agent an agent fee of ten percent (10%) of "compensation" received by the Player for each such playing season. In computing the allowable fee pursuant to this paragraph, the term "compensation" shall include base salary, signing bonus and any performance bonus actually received by the Player; no other benefits provided in the player contract shall be taken into account in computing the fee—including, but not limited to, the fact

that the contract guarantees compensation to the Player for one or more seasons, the value of a personal loan, an insurance policy, an automobile, or a residence, etc.

(b) The Player is released from this obligation in the event that the player contract includes a clause according to which the agent collects his agent fee directly from the club.

(c) The Agent's fee shall be compensation for all the services to be provided by the Agent according to this contract. Except as provided for herein, the Agent shall not be entitled to reimbursement of any expenses unless otherwise agreed in writing.

(d) In performing these services the Agent is acting in a fiduciary capacity on behalf of the Player. In no event shall the Agent have the authority to bind or commit the Player in any manner nor shall the Agent execute a player contract on behalf of the Player without the express prior consent of the Player.

4. TIME FOR RECEIPT OF PAYMENT OF AGENT'S FEE. The Agent shall not be entitled to receive any fee for the performance of the Agent's services pursuant to this Agreement until the Player receives the compensation upon which the fee is based; within fifteen (15) days of the Player's receipt of each compensation payment(s) (as defined in paragraph 3 above) during the term of this Agreement or any extension, renewal, or modification thereof, the Player shall make his fee payment to the Agent in an amount computed in accordance with paragraph 3 above.

5. TERM; TERMINATION.

(a) This Agreement shall begin on the Effective Date and shall expire twenty four (24) months thereafter unless renewed by written agreement between the parties.

(b) Either party may terminate this Agreement by providing written notice of termination to the other party. Notwithstanding anything to the contrary contained herein, in the event that Agent has paid or incurred any costs, other monies, or consideration in connection with the CBA Services, and the Player terminates this Agreement for any reasons whatsoever other than the material breach of this agreement by Agent prior to twelve (12) months following the Effective Date, then, in addition to any other right or remedy that Agent may have as a result thereof and upon Agent's written demand therefor, Player shall promptly repay to Agent the reasonable cost of the CBA Services, not to exceed \$3,500. Player acknowledges that the repayment by Player of any monies under this subparagraph is not intended to be a penalty nor liquidated damages, nor is it intended to compensate Agent for any damages suffered by Agent as a result of lost profits or otherwise resulting from any such failure.

6. DISCLOSURE AND CONFLICT WAIVER.

(a) Rule 3-310(B) of the California Rules of Professional Conduct states in pertinent part that "A member shall not accept or continue employment without providing written disclosure to the client where (1) the member has a legal, business, financial, professional, or personal relationship with a party ... in the same matters." Player understands that Player has engaged Agent with the full knowledge that Agent is active within the basketball community and that relationships between Agent and other individuals of the nature described in Rule 3-310(B) relating to the same services Agent is providing to Player. Agent shall use reasonable efforts to advise Player of the specific applicability of this section to any matter to which the Rule applies.

(b) Agent may render services to other professional athletes and may be competitive with Player's career, and/or the matters or transactions for which Player has engaged Agent. Player acknowledges that Agent is free to represent such clients in the same type of matters, transactions, or lines of business for which Player has retained Agent or some other unrelated area(s), and whether involving business transactions, counseling or otherwise. However, Agent will not represent such clients in a transaction directly adverse to Player, or

represent such clients in matters that would create a direct conflict with Player's interests in the specific matters or transactions for which Player has retained Agent, without Agent's prior consent.

7. ARBITRATION. Any and all disputes between the Player and the Agent involving the meaning, interpretation, application, or enforcement of this Agreement or the obligations of the parties under this Agreement shall be resolved exclusively through the Arbitration procedure with FIBA.

8. NOTICES. All notices hereunder shall be effective if sent by certified mail, postage prepaid, return receipt requested, as follows:

If to Agent: Carlyle Legal Corporation
14724 Ventura Blvd., PH Suite
Sherman Oaks, CA 91403
Attn: JaQay L. Carlyle, Esq.

If to the Player: _____

9. MISCELLANEOUS. Each party warrants and represents that it or he has the full right, power and authority to enter into perform the covenants in this Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter. This Agreement supersedes all prior agreements and understandings between the parties with respect to its subject matter. This Agreement may be amended only by a written instrument duly executed by the parties. Any condition to a party's obligations hereunder may be waived in writing by such party. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The failure at any time of any party to demand strict performance of another party of any of the terms, covenants or conditions set forth in this Agreement shall not be construed as a continuing waiver or relinquishment thereof; and any party may, at any time, demand strict and complete performance of any other party of such terms, covenants and conditions. The unenforceability or invalidity of any provision shall not affect any other provision of this Agreement and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included. This Agreement shall be deemed to have been made and shall be governed by, construed and enforced in accordance, with the laws of the State of California. . The parties acknowledge that this Agreement may be executed in any number of counterparts and by original facsimile or electronic signatures, and in counterparts, each copy of which when so executed and delivered will be deemed an original and all of which, when taken together, will constitute one and the same document.

EXAMINE THIS CONTRACT CAREFULLY BEFORE SIGNING IT

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the date first above written.

Print Name ("Player"): _____

Signature: _____

JaQay Carlyle ("Agent")