



COLLECTIVE BARGAINING AGREEMENT

November 1, 2022



USL League One – Collective Bargaining Agreement

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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

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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 2022 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 a material
55 breach of this Agreement or the SPA. As a general rule, however, the Contract
56 Guarantee Date shall be close in time to the mid-point of a Season (currently, on or about
57 July 15), taking into account relevant FIFA dates and the release dates of other domestic
58 leagues.

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

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

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

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

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

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- 68 “**Effective Date**” has the meaning ascribed to it in Article 2.A.
- 69 “**Endorsement**” has the meaning ascribed to it in Article 15.E.
- 70 “**FIFA**” means the Federation Internationale de Football Association.
- 71 “**FIFA RSTP**” means the Regulations on the Status and Transfer of Players adopted by
72 FIFA, effective March 2022, as those Regulations may be amended, supplemented, or
73 interpreted by FIFA from time to time.
- 74 “**Fit**” or “**Fitness**” means, with respect to a Player, that his medical and physical
75 condition is sufficient to perform as a skilled soccer player in the League.
- 76 “**Fitness Determination**” has the meaning ascribed to it in Article 10.C.2.
- 77 “**Force Majeure Event**” has the meaning ascribed to it in Article 34.A.
- 78 “**Grievance**” has the meaning ascribed to it in Article 24.A.1.
- 79 “**Grievance Committee**” has the meaning ascribed to it in Article 24.D.2.
- 80 “**Grievance Hearing**”, or “**Hearing**” shall have the meaning ascribed to them in Article
81 24.D.3.
- 82 “**Group License Agreement**” has the meaning ascribed to it in Article 15.D.
- 83 “**Group Licensing Program**” has the meaning ascribed to it in Article 15.D.
- 84 “**Guaranteed**,” “**Guaranteed Contracts**” or “**Guaranteed SPAs**” have the meanings
85 ascribed to them in Article 8.F.1.
- 86 “**Guaranteed Years**” means the Contract Years covered by an SPA, excluding any
87 option years.
- 88 “**Hiatus Pay**” has the meaning ascribed to it in Article 34.C.2.
- 89 “**Hiatus Period**” has the meaning ascribed to it in Article 34.C.1.
- 90 “**IDP**” has the meaning ascribed to it in Article 16.C.1(c).
- 91 “**Immediate Family Member**” means, with respect to a Player, his spouse, children,
92 parents, siblings, grandparents and in-laws (in each case, including through adoption).
- 93 “**Impartial Arbitrator**” has the meaning ascribed to it in Article 24.E.
- 94 “**JAMS**” means Judicial Arbitration and Mediation Services, Inc..
- 95 “**Last Six Months**” has the meaning ascribed to it in Article 14.G.

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96 “**Law**” means, as to any Person, any law (including common law), statute, ordinance,
97 treaty, rule, regulation, order, decree, judgment, writ, injunction or determination of an
98 arbitrator or a court or other Governmental Authority, in each case applicable to or
99 binding upon such Person. As used herein, “**Governmental Authority**” means the
100 government of the United States or any political subdivision thereof, whether at the
101 national, state, municipal or any other level, and any agency, authority, instrumentality,
102 regulatory body, court or other entity exercising executive, legislative, judicial, taxing,
103 regulatory or administrative powers or functions of, or pertaining to, government.

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

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

111 “**League One**” has the meaning ascribed to it in Article 28.B.1.

112 “**League One Agreements**” has the meaning ascribed to it in Article 28.B.2.

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

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

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

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

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

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

130 “**Marketing Materials**” means any and all (i) general promotional, advertising,
131 packaging, collateral or other display materials, (ii) Media, (iii) promotions, (iv)
132 advertising and promotional concepts (including but not limited to slogans, campaigns or

133 programs) or (v) any other creative or product that bears any or all League or Club
134 names, logos, trademarks, trade dress, uniforms or other forms of League or Club
135 intellectual property and is intended to publicize and promote the League, a Club or the
136 sport of soccer.

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

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

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

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

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

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

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

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

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

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

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

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

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

166 **“Parent Club”** means the club ultimately owning an individual’s professional playing
167 contract. By way of example, if an individual is signed to a professional contract with

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168 Team A, Team A subsequently loans the individual to Team B, and Team B then loans
169 the individual to a USL Club, Team A would be considered the individual’s Parent Club.

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

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

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

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

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

185 **“Practice Facility”** has the meaning ascribed to it in Article 19.D.

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

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

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

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

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

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

198 **“Qualifying Shoe or Glove Deal”** means an exclusive, written agreement between a
199 Player and an on-field shoe or goalkeeper glove manufacturer that (a) has been disclosed
200 in the Player’s SPA or (b) is entered into during a period of time in which the Club has
201 not committed to providing the Player with on-field shoes or goalkeeper gloves (as
202 applicable), without cost to the Player, consistent with the terms of Article 15.G.3 hereof.

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203 The Player agrees to provide a copy of the duration/term provision and signature page of
204 such Qualifying Shoe or Glove Deal, to be filed with the USL, upon request of a League
205 Party. Any subsequent exclusive, written agreement between the Player and a shoe or
206 glove manufacturer shall also be considered a “Qualifying Shoe or Glove Deal”, provided
207 that it was entered into within thirty (30) days of the expiration or termination of the
208 Player’s previous Qualifying Shoe or Glove Deal.

209 **“Recordings”** has the meaning ascribed to it in Article 15.A.

210 **“Regular Season”** means that portion of the Season prior to the start of the Post-Season.

211 **“Salary”** means the weekly, monthly, or annual cash compensation to be paid regularly
212 to a Player, as indicated in the Player’s SPA.

213 **“Season”** – *see* “League Season”.

214 **“Soccer Camp”** has the meaning ascribed to it in Article 33.B.1.

215 **“Standard Compensation Period”** has the meaning ascribed to it in Article 8.J.1.

216 **“Standard Player Agreement”** or **“SPA”** means the League’s standard form of written
217 agreement (including any addenda thereto) between an individual and a Club, pursuant to
218 which such individual is employed by such Club as a professional soccer player.

219 **“Step”** has the meaning ascribed to it in Article 24.C.

220 **“System Arbitration”** has the meaning ascribed to it in Article 25.A.

221 **“System Arbitrator”** has the meaning ascribed to it in Article 25.D.

222 **“Term”** has the meaning ascribed to it in Article 4.

223 **“Union”** – *see USLPA*.

224 **“USL”** means USL Pro-2, LLC.

225 **“USLPA”** or **“Union”** means the USL Players Association.

226 **“USSF”** means the United States Soccer Federation.

227 **“Year”** means the twelve-month period running from January 1 through December 31.

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Article 2. Preamble

229 A. This Collective Bargaining Agreement, together with all Exhibits hereto (this
230 “CBA” or “Agreement”), which is the product of bona fide, arm’s length collective
231 bargaining, is effective as of November 1, 2022 (the “Effective Date”), by and between
232 USL, in its capacity as bargaining representative for the Clubs, and the USLPA.
233 Hereinafter, the USL and the USLPA may each be referred to as a “Party” and may
234 collectively be referred to as the “Parties.”

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

239 C. This Agreement shall be binding upon and inure to the benefit of USL, the Clubs,
240 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, 2027 and shall remain in effect from year to year thereafter unless either Party notifies the other in writing by April 1, 2027 (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;

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

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

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

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

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

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

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

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Article 7. Dues Checkoff

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

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1. any Player who is or later becomes a member in good standing of the USLPA must maintain his membership in good standing in the USLPA;

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2. any Player who is not a member in good standing of the USLPA must, on the later of the 30th day following the ratification of this CBA or the beginning of his employment with any League Club, pay service fees in the same amount as the periodic dues; and

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3. solely during the duration of this CBA (or any extension thereof) but not during any period thereafter, the League and the Clubs shall take a neutral position toward each Player's choice to join or not join the USLPA and no representative of the League or of any Club shall discourage Players from joining the USLPA or from otherwise financially contributing to the USLPA.

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B. Check-Off.

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1. The USLPA shall be responsible for obtaining from Players such written check-off authorizations as they may sign. Copies of such authorizations will be provided to the respective Clubs. Each check-off authorization by a Player shall be in writing in the form prescribed in Exhibit D and attached to the SPA and shall be governed by the provisions hereof. Any changes to the form of check-off authorization must be approved in writing by the League, such approval not to be unreasonably withheld, conditioned or delayed.

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2. The Club will deduct from the Salary of each Player who voluntarily authorizes and directs such deduction in accordance with this Article, an amount equal to the periodic dues and any assessments of the USLPA in accordance with such authorization. Each Club shall remit the check-off monies to the USLPA by electronic transfer, with a ledger identifying the sources of the monies, within ten (10) business days of each deduction.

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3. The USLPA shall advise the Clubs and the League in writing as to any changes to the amount of periodic dues at least thirty (30) days in advance of the effective date of such changes in the amount to be deducted.

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4. Once the funds are remitted to the USLPA, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the USLPA.

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C. Enforcement.

USL League One – Collective Bargaining Agreement

- 425 1. Upon written notification to the League and the Club by the USLPA that a
426 Player has missed two (or more) consecutive periodic payments (whether
427 they be, as the case may be, periodic dues or equivalent service fees), in
428 violation of Article 7.A, for which he has received written notice from the
429 USLPA and a reasonable period of time in which to cure, the League will
430 raise the matter for discussion with the Player. Within ten (10) days of
431 receiving written notice from the USLPA, the Player may file a Grievance
432 disputing the missed payments. If there is no resolution of the matter
433 within seven (7) days thereafter (or the matter is decided against the
434 Player), then the Club will, upon written request of the USLPA, suspend
435 the Player without pay, wherever legal. Such suspension will continue
436 until the USLPA has notified the Club and the League in writing that the
437 suspended Player has satisfied his obligation as contained in Section A
438 above. The parties hereby agree that suspension without pay is adopted as
439 a substitute for and in lieu of discharge as the penalty for failing to pay
440 dues, fees or an agency service fee. Should such suspension continue
441 during the League Season for more than forty-five (45) days, the Club
442 may, at its option, toll the Player's SPA for the entire League Season, such
443 that the Player shall owe an additional year of service under his SPA.
444 During any such suspension or tolling of the Player's SPA under this
445 Section C, neither the Club nor the League shall be under any obligation to
446 release (or otherwise permit the transfer of) the Player's registration.
- 447 2. The provisions of this Article 7.C shall not apply to (or against) any Player
448 whose predominant job situs is in a state which prohibits enforcement of
449 any such provision.

450 D. Indemnification.

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

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

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

472 3. *Control of Defense.*

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

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

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

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Article 8. Standard Player Agreement

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

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

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

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

533 E. General.

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

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

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

551 F. Guaranteed Contracts.

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

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

562 G. Performance-Based Contracts.

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

567 2. Beginning in 2023 and thereafter, where the SPA is Performance-Based, a
568 Club may unilaterally terminate such Player’s SPA at any time, in its sole and absolute
569 discretion, between the effective date of the SPA and the Contract Guarantee Date of that
570 Contract Year. Any such termination shall be made effective only upon the conclusion of
571 the waiver-wire period described in paragraph 4 below. If a Player signed to a
572 Performance-Based SPA is terminated other than for a material breach of this Agreement
573 or his SPA, his Base Salary shall be provided by the Club (a) for a minimum of forty-five
574 (45) days and (b) for fourteen (14) days following the notice of termination. Thereafter,
575 neither party shall have any further obligation to the other (except as are otherwise
576 designated either in this CBA or an SPA as surviving such termination).

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

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

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

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

592 H. 25-Day Contracts.

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

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

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

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

605 5. No Player who has signed to a 25-Day Contract shall be signed to a
606 Performance-Based Contract by the same Club during the same Year.

607 I. SPA Length.

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

611 2. The term of an SPA (i.e., including any option years) shall not exceed five
612 (5) Contract Years (regardless of any limitations that may have otherwise been applicable

613 pursuant to the FIFA RSTP).

614 J. Compensation Period.

615 1. Beginning in 2023 and thereafter, the compensation period for a
616 Guaranteed or Performance-Based Contract shall:

617 (a) commence on (i) February 1 for a Player who has entered into an
618 SPA by that date; or (ii) for a Player who enters into an SPA after
619 February 1, the date on which such Player reports to the Club for
620 work (in each instance, subject to Article 8.J.2 below); and

621 (b) continue through November 30 (the “Standard Compensation
622 Period”).

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

634 2. The Parties acknowledge that situations in which additional permissions
635 are necessary from an immigration authority in order for a Player to lawfully work in the
636 country in which the Club is based (e.g., a valid work visa) and, during this period of
637 time (the “Pending Visa Period”), the Club is legally prohibited from paying the Player in
638 accordance with Article 8.J.1 above and, similarly, the Player is unable to attend to any
639 Club work obligations. Accordingly, while the Standard Compensation Period shall
640 commence only once such permissions are obtained, the Parties agree that, once (and
641 only once) such permissions have been received and the Player has reported to the Club,
642 the Club shall pay to the Player an amount equal to the following:

643 (a) For the first thirty (30) days of the Pending Visa Period, an amount
644 equal to half of the Salary that would have otherwise been payable
645 to the Player during such period;

646 (b) After the first thirty (30) days of the Pending Visa Period, an
647 amount equal to the full amount of the Salary that would have
648 otherwise been payable to the Player during such period.

649 The Parties also acknowledge, however, that if the SPA is terminated by either the Club
650 or the Player prior to such permissions being received and the Player reporting to the
651 Club, no amounts shall be owed by the Club to the Player.

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

656 4. The Club may continue to require Players to abide by certain standards of
657 conduct during the Off-Season, regardless of whether such Players are compensated
658 during such period of time.

659 K. Termination of SPA.

660 1. *By Club.* In addition to any other grounds for termination that are
661 expressly set forth in this Agreement or the Standard Player Agreement, a
662 Player’s SPA may be terminated by a Club at any time without further
663 obligation on the part of either party, upon written notice to the Player
664 (with a copy to the USL and the USLPA), if the Player at any time
665 engages in a material breach of this Agreement or his SPA. Any such
666 termination shall be subject to the Player’s rights under the grievance
667 procedures set forth in Article 24 of this Agreement.

668 2. *By player.* The Player may terminate his SPA upon ten (10) business
669 days’ written notice of default to his Club (with a copy to the USL and the
670 USLPA) if (i) his Club defaults in its obligation to pay the Salary set forth
671 in Addendum C of the SPA or fails to perform any other material
672 obligation agreed to be performed by the Club under the SPA and (ii) the
673 Club fails to remedy such default within the ten (10) business days, or to
674 give notice of intent to arbitrate within seven (7) business days, of the
675 Player giving notice of such default in writing to the Club, USL, and to the
676 USLPA. The Player shall have no right to terminate his SPA prior to the
677 conclusion of its term (including any option periods) other than as
678 expressly set forth in this CBA or by mutual written agreement with his
679 Club (and regardless of whether the Player may otherwise have had such
680 right under FIFA’s RSTP). In the event the Club disputes an assertion by
681 the Player that it is in default of its obligations set forth in Section C of the
682 SPA or that it has otherwise failed to perform any other material
683 obligation under the SPA, and it is subsequently determined pursuant to
684 the Grievance procedures set forth in Article 24 of this CBA that a default
685 has occurred, the Club shall have five (5) business days from the date of
686 such finding to remedy such default. During the pendency of any
687 Grievance concerning the existence of a default, the Player’s SPA shall
688 remain in full force and effect, and all amounts shall continue to be paid in
689 accordance with its terms.

690 L. Effect of Termination of SPA. Except as otherwise set forth herein, upon
691 termination of an SPA by either a Player or his Club, all obligations of the Club to the
692 Player and the Player to the Club, including without limitation any obligation to pay any
693 amounts to the Player, shall cease on the effective date of termination, except that the

694 Club and the Player shall remain responsible for any and all obligations incurred (a) prior
695 to the effective date of termination or (b) arising out of such termination (including in
696 connection with any associated grievance or arbitration process and any outcome
697 produced therefrom). Upon such termination, and except as otherwise provided in this
698 CBA, the League and Club shall comply with FIFA’s regulations regarding the Player’s
699 registration and playing rights.

700 M. Terminations Resulting from Contraction.

701 1. Any Club that decides to cease fielding a team in the League shall provide
702 its Players with notice of the decision at the earliest date practicable
703 following the conclusion of the applicable Season.

704 2. Unless otherwise included in an SPA addendum and subject to paragraph
705 3 below, in the event that a Club ceases to field a team in the League, the
706 SPAs of such Club shall automatically be amended such that their term
707 expires as of November 30 following the last Season in which the Club
708 fielded a team. For clarification, however, if a Player is traded or
709 transferred to another USL Club prior to November 30, the Player’s SPA
710 shall remain in effect with his new USL Club (in accordance with Article
711 14.A). Beginning in 2023, for any SPAs which were otherwise set to
712 continue through the upcoming season (but for the amendment described
713 in the first sentence of this subsection), the Club shall also pay to such
714 Player an amount equal to three (3) months’ base Salary, which amount
715 shall be payable by December 31 or within thirty days of notification to
716 the Players, whichever is later.

717 3. Unless otherwise included in an SPA addendum, if a Club ceases to field a
718 team in the League but nonetheless fields a team in another professional
719 league operated by USL (or its affiliate) the following season, the
720 following provisions shall apply with respect to any Player with
721 Guaranteed Contract Years remaining on his SPA:

722 (a) The Club may, in its discretion, offer the Player the opportunity to
723 continue playing with the Club on the same terms and conditions
724 as set forth in his SPA (except that such terms and conditions may
725 be modified as necessary to comply with the terms of any
726 applicable collective bargaining agreement). If the Player accepts
727 the offer (or the Club and Player agree on modified terms or
728 conditions), the Club and Player shall execute a new contract
729 reflecting same. If the Player declines (or does not accept the offer
730 within seven (7) days), his SPA shall be deemed amended such
731 that its term expires as of November 30 following the Club’s last
732 Season in the League.

733 (b) If the Club does not offer the Player the opportunity to continue
734 playing with the Club on the same terms and conditions as set forth

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735 in his SPA, or the Club and Player do not otherwise agree on
736 modified terms and conditions, such Club shall pay the Player an
737 amount equal to three (3) months' base Salary by the later of (i)
738 January 31 and (ii) thirty (30) days following the date the Club
739 formally moves to the other professional league operated by USL
740 (or its affiliate).

741 4. For the avoidance of doubt, however, neither the League nor any of the
742 other Clubs may be held responsible for an exiting Club's failure to make
743 any payments required by paragraph 2 or 3 above.

744 N. Options.

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

749 2. A Player's compensation during each option term must be set forth in the
750 SPA (i.e., it cannot be left blank or subject to an "agreement to agree").
751 This provision is solely applicable to SPAs entered into after the Effective
752 Date.

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

755 P. Buyout Right.

756 1. Subject to the limitations set forth in Article 8.P.2 below, each Club may
757 unilaterally terminate Players on Guaranteed SPAs for the following
758 Season(s)¹, for any reason or for no reason, provided that the Club: (i)
759 satisfied any obligations to the Player for the prior Season and (ii) pays the
760 Player an amount equal to 60% of his base Salary for each Guaranteed
761 Contract Year remaining in his SPA (i.e., excluding any option terms),
762 with at least half payable within fourteen (14) days of the exercising of
763 such right and the remainder payable within sixty (60) days thereafter (the
764 "Buyout Right"). The Club shall pay any reasonable costs of collection
765 actually incurred by the Player. Upon the exercise of such Buyout Right,
766 the Player's registration shall be promptly processed and released by the

¹ By way of example, if during 2025, a Club wanted to utilize Article 8.P to terminate a Guaranteed SPA, such Club could only exercise such right with respect to the 2026 Season (and beyond)—the Club could not, however, utilize Article 8.P to cut short its obligations with respect to the 2025 Season.

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767 Club and/or the League (as the case may be), and the League shall
768 promptly notify the USLPA that the Buyout Right has been exercised.

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

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

772 (b) the Buyout Right may not be exercised by a Club on more than
773 five (5) SPAs over three (3) Years;

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

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

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

781 Q. Player Registration. Players' registration procedures shall be in accordance with
782 the policies and guidelines of the USSF or, if applicable, the CSA.

783 R. Pre-2023 Contracts. The following provisions relate to the treatment of SPAs
784 initially entered into for the 2022 (or any prior) Season.

785 1. Such SPAs shall be considered Guaranteed SPAs.

786 2. With respect to the 2022 Season, the Salary or other compensation (and
787 the start and end dates associated therewith) set forth in a Player's SPA shall be as set
788 forth in such SPA (and unmodified by the terms set forth in this CBA).

789 3. To the extent an SPA extends beyond the 2022 Season and either (a) the
790 compensation period set forth in such SPA does not have a fixed start date on or before
791 February 1; (b) the compensation period set forth in such SPA does not have a fixed end
792 date on or after November 30; or (c) the Base Compensation during the Standard
793 Compensation Period is less than the Minimum Base Compensation, the Club and Player
794 shall negotiate in good faith over the modification of any payment terms for such season
795 so that the total Base Compensation that would have been payable by the Club over the
796 course of the year (assuming an ordinary season unaffected by any Force Majeure
797 Events) remains unchanged (except as necessary to comply with Minimum Base
798 Compensation requirements). Club and Player shall use good faith efforts to conclude
799 such negotiations on or before the following (as applicable, the Modification Deadline):

800 (a) Within thirty (30) days following the ratification of this CBA (but
801 in no event later than the Option Exercise Date set forth in Article
802 8.O.), with respect to an SPA which naturally extend beyond 2022

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803 (i.e., which would extend beyond 2022 in the absence of an
804 option); or

805 (b) Within thirty (30) days of November 30, with respect to an SPA
806 that is extended beyond 2022 through the exercise of an option.

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

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

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

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

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

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Article 9. No Strike or Lockout

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

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

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

- D. No Lockout. Neither USL nor any Club shall engage in a lockout during the term 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.

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- 884 1. The Club shall keep any Medical Information collected by the Club from
885 or about the Player in a confidential medical file, to be maintained,
886 transmitted, and disposed of in accordance with applicable Law (“Medical
887 File”).
- 888 2. Each Player may be required to execute during Pre-Season each year or
889 upon joining a Club during the Season a medical information release in the
890 form attached as Exhibit B and such other documents as may be required
891 to release all of his medical records (the “Medical Information Release”),
892 including through a centralized repository, as follows:
- 893 (a) to Club doctors, athletic trainers, or other medical staff who have a
894 formal relationship with the Club (collectively, the “Club Medical
895 Staff”);
- 896 (b) to the Club Medical Staffs of other Clubs in the League in
897 connection with a contemplated player acquisition (whether via
898 signing, trade, loan or transfer);
- 899 (c) to his Club’s workers’ compensation insurance carrier and to Club-
900 personnel as needed to process workers’ compensation claims or
901 otherwise assess or offer benefits;
- 902 (d) to allow the following individuals to view (but not receive) the
903 Player’s Medical File, but only to the extent it might affect the
904 Player’s on-field performance: the Club’s coaching staff, technical
905 director, and senior Club officials who have a reasonable need to
906 be made aware of such information;
- 907 (e) to other relevant Club, League, and Governing Body personnel as
908 may reasonably require such information in connection with any
909 dispute resolution process (including as set forth in Article 24);
- 910 (f) to such other Persons as reasonably required to effectuate any
911 purposes or provisions of this Agreement or the SPA (provided
912 such Persons agree to keep such information confidential); and
- 913 (g) to such other Persons as may be reasonably required to comply
914 with applicable Law.
- 915 3. The Medical Information Release would also permit a Club, the League,
916 and/or the USLPA to disclose the following information for public
917 relations purposes:

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918 (a) for injuries sustained during the course of a Player's employment
919 as a skilled soccer Player with the Club, including, but not limited
920 to, travel with his team or on business requested by the Club:

921 (i) the general nature of a Player's injury,

922 (ii) the prognosis and the anticipated length of recovery from
923 the injury, and

924 (iii) the treatment and surgical procedures undertaken or
925 anticipated in regard to the injury; and

926 (b) for any other medical and/or health condition that prevents a Player
927 from rendering services to his Club:

928 (i) the fact that a medical and/or health condition is preventing
929 the Player from rendering services to the Club, and

930 (ii) the anticipated length of the Player's absence from the
931 Club.

932 4. Notwithstanding paragraph 3 above, the League and USLPA shall
933 negotiate in good faith for a series of general injury descriptions and/or
934 classifications to be used (such as, for example, "Upper Body" or "Lower
935 Body" injuries, as the case may be) in the case of any routine disclosures
936 relating to Player injuries or unavailability.

937 5. Except with respect to uses, disclosures and redisclosures of Medical
938 Information that are permitted under this CBA (including the form of
939 SPA) and the Medical Information Releases, the Clubs, the USLPA and
940 the League shall not use, disclose or redisclose any Medical Information
941 relating to a Player (unless stripped of all individual Player-identifying
942 information) without the express, prior, written consent of the Player or as
943 required by Law.

944 6. When a Player is transferred or loaned from one USL Club to another
945 USL Club, his medical records, including athletic trainers' notes, shall be
946 forwarded to the team physician of his new Club. When a Player is
947 transferred to a club outside of the League, his medical records will be
948 forwarded only upon, and in accordance with, the request of the Player.

949 7. Upon reasonable advance notice to a Club (no less than five (5) business
950 days), the Club shall provide the requesting Player (or former Player, as
951 the case may be) with a copy of his Medical File.

952 C. Fitness to Play.

953 1. *Fitness Obligation.*

- 954 (a) Each Player agrees to use his best efforts to keep himself Fit. If a
955 Player is not Fit, in the reasonable discretion of the Club’s
956 physician, the Club may require the Player to complete any
957 rehabilitation or training activities that the Club’s personnel
958 (including the Club-designated physician) may specify.
- 959 (b) If the Player, in the judgment of the Club's physician, is disabled or
960 is not in good physical condition at the commencement of the
961 season or at any subsequent time during the season (unless such
962 condition is the direct result of any injury sustained during the
963 course of his employment as a Player with the Club, including but
964 not limited to travel with his team or on business requested by the
965 Club), and such disability or other lack of Fitness was within the
966 Player’s reasonable control, then it is mutually agreed that the Club
967 shall have the right to suspend the Player for such period of
968 disability or lack of Fitness, and the Club may, at its option, reduce
969 the Player’s Salary by up to twenty-five percent (25%) during such
970 period. However, if the Player’s disability or lack of Fitness was
971 not within the Player’s reasonable control, then the Club may, at its
972 option, reduce the Player’s Salary by up to twenty-five percent
973 (25%) during such period, *but only* once such disability or lack of
974 Fitness has existed for ninety (90) days.
- 975 2. *Fitness Determination.* The following procedures shall be used to resolve
976 any dispute over whether a Player is Fit and whether any lack of Fitness is
977 the direct result of an injury sustained during the scope and course of his
978 employment with his Club (the “Fitness Determination”):
- 979 (a) The initial Fitness Determination shall be made by a Club-
980 designated physician. The Player may contest a Fitness
981 Determination by being examined by his own physician (at
982 Player’s sole cost and expense) as expeditiously as practicable
983 after receiving the determination of the Club-designated physician.
- 984 (b) Should the Player-designated physician disagree with the Club-
985 designated physician as to the Fitness Determination, the Player-
986 designated physician shall notify the Club-designated physician of
987 his Fitness Determination within 48 hours of the examination of
988 the Player, which determination the League may require to be in a
989 specific form or format. The two physicians shall then consult as
990 expeditiously as possible and no later than 72 hours thereafter (or
991 later upon a showing of extraordinary circumstances) regarding the
992 Fitness Determination. If the Player-designated physician and the
993 Club-designated physician agree as to the Fitness Determination,
994 such determination shall be binding (and the parties shall have no
995 rights to grieve the determination under Article 24).

996 (c) In the event that the Player-designated physician and the Club-
997 designated physician do not reach agreement as a result of the
998 consultation, they shall (within the seventy-two (72) hour period in
999 subpart 2b above) agree upon an independent physician who shall
1000 make a binding determination as expeditiously as practicable (and
1001 the parties shall have no rights to grieve the determination under
1002 Article 24). If the Fitness Determination of the independent
1003 physician is that the Player has passed, the Club would then
1004 promptly make up any missed payments to the Player and
1005 compensate the Player for the costs of any medical examination. If
1006 the Player-designated physician and the Club-designated physician
1007 are unable to agree upon an independent physician, the
1008 independent physician shall be designated by the President of the
1009 state medical society (or his or her designee) in the state in which
1010 the Club is located.

1011 3. *Fitness as Condition Precedent.* If so designated by mutual agreement in
1012 Addendum E to an SPA, establishing that the Player must report for and
1013 submit to a Medical Examination (to be performed by one or more
1014 physicians designated by the Club), the following provisions shall apply; it
1015 being understood and for the avoidance of doubt, except as set forth in this
1016 Section 3, the validity of an SPA may not be conditioned upon passing a
1017 Medical Examination:

1018 (a) The Player must report for such Medical Examination at such
1019 times as follows: (i) for Players under contract with another team
1020 at the time the SPA is signed, no later than the tenth (10th) business
1021 day following the championship game of each team’s respective
1022 league; (ii) for Players not under contract with another team at the
1023 time the SPA is signed, no later than the tenth (10th) business day
1024 following the execution of the SPA; (iii) for Players outside the
1025 country at the time the SPA is executed for whom a visa is
1026 necessary to enter the country, no later than two (2) business days
1027 following the Player’s entry into the Club’s market on such visa
1028 (collectively, the “Medical Deadline”) and, upon reporting, supply
1029 all information reasonably requested of him, provide complete and
1030 truthful answers to all questions posed to him, and submit to all
1031 examinations and tests reasonably requested of him. However,
1032 with respect to (i) above, to the extent that the Player’s current and
1033 prospective teams are both in USL League One, the Player and the
1034 new team will engage in best efforts to conduct the Medical
1035 Examination within ten (10) business days from the last day of the
1036 regular season or the date that both teams have been eliminated
1037 from the playoffs (whichever is later). All costs and expenses
1038 relating to the Medical Examination, including travel and lodging,
1039 shall be borne by the Club.

- 1040 (b) The determination of whether the Player has passed the Medical
1041 Examination shall be made by the Club in its sole discretion,
1042 exercised in good faith, in consultation with one or more of the
1043 Club’s physicians; and a Club shall have the right to determine in
1044 good faith that a Player has failed to pass the Medical Examination
1045 due to the risk of a future injury, illness or other health condition
1046 notwithstanding that the Player is currently able to perform as a
1047 skilled soccer player in the League. If the Player does not pass the
1048 physical examination, the Club shall promptly notify the Player (in
1049 any case, no later than two (2) business days following the Medical
1050 Deadline). Furthermore, the Club shall pay to the Player an
1051 amount equal to two (2) weeks Base Compensation.
- 1052 (c) The Club’s determination that the Player has passed the Medical
1053 Examination (or the failure of the Club to notify the Player of the
1054 contrary within two (2) business days following the Medical
1055 Deadline) shall be a condition precedent to the validity of the
1056 Contract. Accordingly, and without limiting the generality of the
1057 preceding sentence, until such time as a Player has passed the
1058 Medical Examination (or the two (2) business days have passed
1059 without notification to the contrary), he may not attend any regular
1060 training camp of the Club or participate in matches or organized
1061 practices with the Club.
- 1062 (d) Clubs shall not use these Fitness as Condition Precedent provisions
1063 to renegotiate the terms and conditions of an SPA.
- 1064 (e) There shall be no public disclosure of SPA signings subject to
1065 Medical Examinations unless and until the Player has either passed
1066 (or is deemed to have passed) the Medical Examination. There
1067 shall be no public disclosure of the results of Medical
1068 Examinations subject to these Condition Precedent provisions.

1069 D. Duty of Club-Designated Health Care Professionals. The Parties acknowledge
1070 the principles that:

- 1071 1. the primary professional duty of all individual health care professionals
1072 (such as Club-designated physicians, athletic trainers, physical therapists,
1073 chiropractors, dentists and neuropsychologists) providing health care to a
1074 Player, shall be to the Player-patient regardless of the fact that the health
1075 care professional or his/her hospital, clinic, or medical group is retained by
1076 the Club; and
- 1077 2. health care professionals, such as Club-designated physicians, who are
1078 examining and evaluating a Player shall be obligated to perform objective
1079 examinations and evaluations and shall do so on behalf of the Club,
1080 subject to all professional and legal obligations to the Player-patient.

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1081 The Club shall remind applicable Club Medical Staff on an annual basis of the
1082 obligations of this section D.

1083 E. Physiological Monitoring/Testing.

1084 1. Club medical staff may conduct physiological testing in connection with
1085 training and matches. Such physiological testing may include, without
1086 limitation: heart rate, body fat, VO2 max, omega wave and urine hydration
1087 testing. Clubs may share the results of such physiological testing with the
1088 coaching staff, technical director and other relevant Club and League
1089 personnel. The Club shall share the results of such physiological testing
1090 with the Player. Except as permitted by paragraph 2 below, the results of
1091 the physiological testing shall not be publicly disseminated unless
1092 consented to by the USLPA. The League or Club may require a Player to
1093 wear any physiological monitoring device during or in connection with
1094 training or matches. A Player shall not be required to wear any
1095 physiological monitoring device in a match unless the device in question
1096 does not, in the reasonable judgment of the League after having consulted
1097 with the Union, impede Players' performance.

1098 2. Performance measures or metrics (such as distanced covered or number of
1099 sprints) that are independent of physiological response may be publicly
1100 disseminated provided that, before doing so, the League conducts a
1101 dialogue with the USLPA in a manner consistent with Article 6.D for
1102 subjects on which the Union waived its right to bargain. The League and
1103 the USLPA shall bargain over the public dissemination of any other
1104 physiological information (including performance measures or metrics
1105 that are based on, but do not disclose, heart rate or another physiological
1106 response (e.g., "exertion rate," heart rate percentage above baseline, etc.)).

1107 F. Athletic Trainers. Each Club shall make a minimum of one (1) fully certified
1108 athletic trainer available to Players during all official Club practices, workouts, and
1109 matches. Any trainers hired or retained after the effective date of this Agreement shall be
1110 certified by the National Athletic Trainers Association. Trainers may be provided by a
1111 third-party organization. In addition, each Club will utilize its reasonable best efforts to
1112 ensure that its athletic trainers have, available in the Club's locker room, the supplies
1113 necessary to provide appropriate care for professional athletes.

1114 G. Concussion Protocol.

1115 1. Professional soccer, like all professional team sports, involves inherent
1116 risk of injury. Therefore, the League and USLPA shall convene on a
1117 regular basis (but no less than once per year) to address the assessment
1118 and management of suspected and actual concussions sustained by

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1119 Players, any potential new or revised concussion protocols, and (if
1120 applicable) the implementation thereof.

1121 2. The USLPA acknowledges that, as of the Effective Date, each Club is
1122 required to establish and implement its own set of concussion protocols
1123 (and accordingly, such protocols may vary by Club). Any set of
1124 concussion protocols which would be equally applicable across the
1125 League will first be discussed with the USLPA; provided, however, that
1126 the League may ultimately implement any set of concussion protocols
1127 which it determines, in its reasonable discretion, will promote the safety of
1128 the Players.

Article 11. Player Obligations

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1130 During the term of his employment under a Standard Player Agreement, a Player
1131 shall perform all of the duties that may be required of and from him pursuant to the terms
1132 of this Agreement and his Standard Player Agreement, including that he be available and
1133 promptly report for and, to the best of his ability, fully participate in all of the Club’s
1134 training and practice sessions, workouts, meetings, matches, and all other activities
1135 required under the SPA, unless excused by the Club or League, as applicable.

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Article 12. Appearances

1137 A. General. The Players agree and recognize their duty to assist, upon the reasonable
1138 request of the League or Club (as applicable) in the promotion and marketing of the
1139 League, its Clubs, and the sport of soccer, including as set forth in this Article 12 (it
1140 being acknowledged, however, that this obligation is subject to the terms of Sections B-F
1141 of this Article 12, and more specifically that this duty does not include any obligation of
1142 the Player to promote the League, its Clubs, or the sport of soccer through any personal
1143 social media channels).

1144 B. Media Appearances. A Player shall cooperate with reasonable requests of
1145 television, radio, newspaper, magazine and other news media representatives and agrees
1146 to cooperate with the League and the Club, either separately or together, to be available
1147 for and participate in such news media photo sessions and interviews and other media
1148 Appearances as may reasonably be required. Locker rooms, however, shall be closed to
1149 the media for a minimum of fifteen (15) minutes after the match. The notice and
1150 scheduling restrictions of Article 12.F below shall not apply to media Appearances.

1151 C. Promotional and Charitable Appearances.

1152 1. Upon request by his Club or the League, a Player shall be required to
1153 make Appearances for the primary purpose of promoting or marketing (a)
1154 the League, his Club and/or the sport of soccer and (b) charities, public
1155 services or other community services or events (each, a “Promotional
1156 Appearance”), in each instance subject to the terms set forth by Article
1157 12.F below.

1158 2. For the avoidance of doubt, while a Promotional Appearance may be
1159 associated with a Commercial Affiliate, any Appearance whose primary
1160 purpose is to promote the Commercial Affiliate or a commercial enterprise
1161 other than the League or his Club shall be described and governed by
1162 Article 12.D.

1163 3. Promotional Appearances may include (without limitation), youth
1164 organizational visits, award shows, projects and programs, skills shows,
1165 talks, speeches, autograph signings, post-match meet-and-greets, clinics,
1166 or hospitality or promotional events. For the avoidance of doubt,
1167 however, no such Appearance shall require a Player to endorse or to give a
1168 testimonial for any product or service.

1169 D. Commercial Appearances. Subject to the limitations imposed by Article 12.F
1170 below, Players may be required to make Appearances for the primary purpose of
1171 promoting Commercial Affiliates or a commercial enterprise other than the League or
1172 their Club without additional compensation (each, a “Commercial Appearance”).

1173 E. Bulk Autograph Signing. Players may be required to participate in internal bulk
1174 autograph signing of items mandated by their Club or the League, provided that Players
1175 receive a minimum of twenty-four (24) hours’ notice of any such bulk autograph signing.

1176 As used herein, “bulk autograph signing” means any signing of thirty (30) or more
1177 jerseys, posters, memorabilia, and other items to be distributed or sold at a later time.

1178 F. Appearance Guidelines.

1179 1. Anything contained in this Article 12 to the contrary notwithstanding, no
1180 Player shall be required to make more than ten (10) Appearances in the
1181 aggregate in any given Contract Year, through any combination of
1182 Promotional Appearances (including any Promotional Appearances at
1183 Soccer Camp, as described in Article 33.B.1) and Commercial
1184 Appearances. Through 2024, every additional Promotional or
1185 Commercial Appearance shall be compensated at a minimum of \$75.
1186 After 2024, each additional Promotional or Commercial Appearance shall
1187 be compensated at a minimum of \$100. Notwithstanding the foregoing,
1188 Appearances in which all (or substantially all) Players on the Team are
1189 required to attend do not count toward the limitations set forth in the
1190 previous sentence.

1191 2. Appearances outside of a twenty-five (25) mile drive from the Club’s
1192 home stadium shall last no more than three (3) hours in length, (including
1193 reasonably expected travel time).

1194 3. Appearances taking place within a twenty-five (25) mile drive from the
1195 Club’s home stadium shall last no more than two hours (not including
1196 travel time).

1197 4. No Appearance shall be scheduled by a Club or the League for a time
1198 period which exceeds that set forth in paragraph 2 or 3 above (as
1199 applicable) without first consulting with the applicable Player(s). Any
1200 Appearance which ends up exceeding the time limitations set forth in said
1201 paragraph 2 or 3 shall be deemed hereunder as two (2) Appearances.

1202 5. For any Appearance under this Article 12, other than media Appearances
1203 or bulk autograph signings, Clubs must notify a Player in writing (which
1204 may be via email) of an Appearance at least seven (7) days in advance of
1205 such Appearance. The notice shall outline the nature, location, duration,
1206 expected Player role, and point of contact for the Appearance. An
1207 Appearance request not made at least seven (7) days in advance shall be
1208 considered optional to the Player.

1209 6. Players shall be given a reasonable amount of time between the end of
1210 training or a match and commencement of an Appearance. If an
1211 Appearance is scheduled within two hours after the end of training or a
1212 match, a meal must be provided by the Club. Such meal shall be
1213 reasonable under the circumstances. Players shall also be given a
1214 reasonable amount of time between the end of an Appearance and the
1215 commencement of training or a match. If an Appearance is scheduled to

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- 1216 occur less than 24 hours prior to a match and the Player has concerns that
1217 it involves substantial physical activity, the Player may inform the USLPA
1218 of such concerns for discussion between the League and USLPA.
- 1219 7. Appearances shall not be scheduled during a Player’s day off, and Clubs
1220 shall use reasonable efforts to distribute individual Appearances amongst
1221 its Players.
- 1222 8. Subject to submission of expense reports (within thirty (30) days of when
1223 such expenses are incurred), the Club or League, as applicable, shall
1224 reimburse the Player within thirty (30) days thereafter for all reasonable
1225 and necessary out-of-pocket expenses (e.g., mileage, parking) that the
1226 Player incurs in connection with any Appearances which are requested by
1227 the Club or League. For transportation that is not provided by the League
1228 or a Club, mileage reimbursement shall be at the then-current Internal
1229 Revenue Service rate.
- 1230 9. Additional Soccer Camp work (including coaching or supervisory work or
1231 work outside the scope of what would be included in a Promotional
1232 Appearance) is addressed in Article 33.B.

Article 13. Roster

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1234 A. Professional Players. From the date that is two (2) weeks prior to the
1235 commencement of the Regular Season through the conclusion of a Club’s Season, each
1236 Club shall have, on its master roster, at least fifteen (15) Players signed to Guaranteed
1237 SPAs.

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B. Academy Players.

1239 1. A Club may register up to seven (7) Academy Players which do not count
1240 towards the maximum number of players allowed on the Club’s master
1241 roster and are allowed to participate in League Competitions. After the
1242 first seven (7) Academy Players rostered, Academy Players will count
1243 against the master roster. A Club may not include more than five (5)
1244 Academy Players on its gameday roster.

1245 2. Each of the maximums in paragraphs B.1 and B.2 above may be reduced
1246 at the sole discretion of the League.

1247 3. For purposes of this Article 13.B, the following criteria must be met in
1248 order for an individual to be considered an “Academy Player”:

1249 (a) The player is under the age of 21 as of the official start date of that
1250 Regular Season; and

1251 (b) The player has never been signed or registered as a professional
1252 soccer player, as recognized by FIFA.

1253 Additional (non-conflicting) criteria respecting Academy Players may be
1254 added at the sole discretion of the League.

Article 14. Player Movement

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A. Loans and Transfers Not Requiring Consent.

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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 League One 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.

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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:

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(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;

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(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;

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(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.

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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

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1295 such expenses exceed the reimbursement amounts set forth in Article
1296 14.A.2. The Player shall submit his receipts for reimbursement of
1297 relocation expenses within sixty (60) days of the expenditure(s), and Club
1298 shall reimburse the Player for such expenses within thirty (30) days of
1299 receiving such receipts.

1300 4. The new Club shall promptly coordinate (and pay for) Player’s travel from
1301 his old Club to his new Club, and Player may be required to report to his
1302 new Club within twenty-four (24) hours of arrival in the new Club’s
1303 market.

1304 5. Within two (2) weeks after reporting to his new Club, the Player will be
1305 allowed three (3) consecutive days off to organize his affairs. Permission
1306 to a Player to take one or more of these three (3) days prior to reporting to
1307 his new Club shall not be unreasonably withheld. If a Player’s new Club
1308 requires the Player to travel to the new Club’s market with forty-eight (48)
1309 hours’ notice or less the Club shall pay for travel arrangements back to the
1310 old Club’s market.

1311 B. Loans and Transfers Requiring Consent.

1312 1. Clubs have the right during the term of a Player’s SPA to loan, transfer,
1313 assign and/or sell the rights to the Player’s services to any professional
1314 soccer team or league; provided, however, that except as may be permitted
1315 by Article 14.A.1, the Player must consent in writing to any such loan,
1316 transfer, assignment or sale. Except as otherwise agreed in writing
1317 between a Player and a Club, the Player shall be solely responsible for any
1318 relocation expenses incurred in connection with any such loan, transfer,
1319 assignment or sale.

1320 2. Any SPA entered into prior to the execution date shall be deemed to
1321 require the Player’s consent to any loan, transfer, assignment or sale
1322 (including to another USL Club).

1323 C. FIFA Regulations. Any loan, transfer, assignment or sale of a Club’s rights to the
1324 Player’s services shall be made in accordance with all applicable rules and regulations of
1325 FIFA and any relevant governing body provided such rules and regulations do not
1326 conflict with any provisions or remedies set forth in this CBA or applicable Law.

1327 D. Transfer Consideration. Except as otherwise agreed to in writing between a
1328 Player and his Club, a Player is not entitled to receive any portion of the consideration
1329 received by a Club or the League for any loan or transfer of the Player’s services to
1330 another team or league (regardless of whether such loan or transfer is domestic,
1331 international, to another USL Club, or to a club in another league).

1332 E. FIFA RSTP. Unless otherwise prohibited by any other provision of this CBA, the
1333 League Parties shall be permitted to act in accordance with (and enforce their rights
1334 under) any provisions of the FIFA RSTP, specifically including Article 20 (Training

1335 Compensation) and Article 21 (Solidarity).

1336 F. Drafts. USL will consult with the USLPA as to procedures in the event that the
1337 League chooses to enact a draft (whether for a traditional expansion, contraction, or other
1338 form of draft); provided, however, that the League shall bargain with the USLPA over the
1339 parameters relating to the compensation and SPA length for Players (or prospective
1340 Players) entering into any such draft.

1341 G. Respect of Contract.

1342 1. No Player, without the consent of his Club, shall enter into an agreement
1343 (whether written, oral, or otherwise) with another club (whether in USL
1344 League One or any other league) for his playing services unless his SPA
1345 has expired or is due to expire within six months (which, for the purpose
1346 of this calculation, shall include any option years exercisable by the Club)
1347 (the “Last Six Months”). For avoidance of doubt, any such agreement
1348 between a Player and a USL Club shall be in the form of a Standard Player
1349 Agreement, in accordance with Article 8.E.1 (but which may not be made
1350 effective until after the expiration of the Player’s current SPA).

1351 2. For avoidance of doubt, the League may enact rules and policies relating
1352 to a Club’s obligation to notify other USL League One or USL
1353 Championship Clubs in order to contact Players currently under contract
1354 regarding playing opportunities. For reference, the current rules are
1355 attached hereto as Exhibit G, and the League shall promptly provide the
1356 USLPA with any updated rules regarding the foregoing.

1357 H. Anti-Tampering. Beginning in 2023, notwithstanding any FIFA RSTP provision
1358 to the contrary, for a period of time determined by the League in advance of each Season
1359 (but which period may start no earlier than the Sunday prior to the last week of the
1360 regular season and end no later than the championship match), neither a Player nor his
1361 agents or representatives may engage in any contract negotiations or discussions with any
1362 Club in League One other than the Player’s current Club with respect to a future contract.
1363 If a Club or Player violates this provision, the League may prohibit the Club and Player
1364 from entering into an SPA for the next season and/or may declare null and void any
1365 contract entered into between the Club and Player.

1366 I. Academy Player Rights. The USLPA agrees that the League may establish
1367 mechanisms for helping to ensure Clubs are able to capitalize on their investment into the
1368 development of players in their respective territories. Such mechanisms may include, for
1369 example, giving the training Club certain rights of first negotiation or rights of first
1370 refusal or the development of inter-club compensation schemes relating to the
1371 development, training, and success of such players, in each instance after first having
1372 conducted a dialogue with the USLPA; provided, however, the League will bargain with
1373 the USLPA over mechanisms which extend beyond a Player’s first SPA (including any
1374 option terms included therein).

- 1375 J. Relocation Expenses for New Signings.
- 1376 1. When a Club signs a new Player to an SPA, it shall reimburse such Player
1377 for up to seven hundred fifty dollars (\$750) of reasonable and necessary,
1378 documented relocation expenses incurred by Player in connection with
1379 signing such SPA (and his subsequent relocation to the Club’s home city).
1380 Except as otherwise agreed between a Club and a Player in an SPA, the
1381 Player shall be solely responsible for any relocation expenses beyond what
1382 is covered by the prior sentence.
- 1383 2. A Club may withhold authorization for relocation expenses under Article
1384 14.J.1 only if such expenses are unreasonable or if the Club provides a
1385 reputable moving company to accomplish the Player’s move. For clarity,
1386 the Club has the right to require a Player to use a Club-designated moving
1387 company; it being understood that in such event the Club shall be
1388 responsible for all reasonable relocation expenses, even if such expenses
1389 exceed the reimbursement amounts set forth in Article 14.A.2 (or such
1390 higher amount as may be agreed upon in an SPA).
- 1391 3. The Player shall submit his receipts for reimbursement of relocation
1392 expenses within sixty (60) days of the expenditure(s), and Club shall
1393 reimburse the Player for such expenses within thirty (30) days of receiving
1394 such receipts. Similarly, to the extent that a Club pays a third party for
1395 relocation expenses (on behalf of the Player), the Club shall make its
1396 receipts available to the Player upon request.
- 1397 4. Reimbursement (or direct payment) by the Club of such relocation
1398 expenses may be included as income to the Player in accordance with IRS
1399 regulations (which is then subject to withholding and other taxes upon the
1400 Player’s income).

1401 **Article 15. Group Licensing, Marketing, and Apparel**

1402 A. Recordings. League Parties may film, photograph, record or otherwise capture a
1403 Player and his Likeness in connection with the performance of his obligations under his
1404 SPA (including without limitation, participation in Pre-Season activities, exhibition
1405 matches, training sessions, Regular Season matches, Playoff matches, and appearances
1406 for or on behalf of his Club) (collectively, the “Recordings”). A Player, if provided
1407 reasonable notice, shall be available to have Recordings created, individually or with
1408 other players in the League, at such times or places as the League or his Club may
1409 reasonably designate. League Parties are the sole and exclusive owners of any and all
1410 rights in and to the Recordings.

1411 B. Publicity Rights.

1412 1. Each Player hereby grants to Club and the League, separately and
1413 together, the right and authority to use, and to authorize others to use solely as described
1414 below, his Likeness (including any Recordings thereof) for any and all uses or purposes
1415 that publicize and promote the League, the Clubs or the sport of soccer in any way in any
1416 and all Marketing Materials (collectively, “Publicity Rights”), without regard to whether
1417 such Marketing Materials include sponsor identification. Without limiting the foregoing,
1418 this grant includes the right to use a Player’s Likeness for the purpose of publicizing and
1419 promoting the following aspects of the League and/or any of its Clubs: brands, matches,
1420 ticket sales, match broadcasts and telecasts, programming focused on the League, one or
1421 more Clubs and/or their matches and events (e.g., coaches shows, highlight based shows,
1422 and behind-the-scenes programming), other League or Club-related Media offerings (e.g.,
1423 branded content segments featuring match footage and other programming
1424 enhancements), Media distribution platforms, official events and officially sanctioned
1425 awards programs (e.g., Golden Boot), and public service, charitable, or community
1426 oriented initiatives. League Parties may use a Player’s Likeness individually pursuant to
1427 the foregoing and shall not be required to use the Player’s Likeness in a group or as one
1428 of multiple players; provided, however, that such use by League Parties remains subject
1429 to Article 15.E.

1430 2. For purposes of clarity, the foregoing grant of rights includes the right and
1431 authority to use, and to authorize affiliates or business partners to use, after the Term any
1432 Recordings filmed, photographed, recorded or otherwise captured during the Term solely
1433 for the purposes described herein. However, Publicity Rights do not include the right to
1434 use a Player’s Likeness in licensed consumer products, whether traditional or digital (e.g.,
1435 video games, trading cards, apparel) (all of which are included in Section D below), other
1436 than such products that constitute programming (as described above) or news and
1437 information offerings regardless of medium (e.g., DVDs, digital highlight offerings).

1438 C. Broadcast Rights. The Players and USLPA do not and will not contest during or
1439 after the term of this CBA, and this hereby confirms their acknowledgment of, the
1440 exclusive rights of the League and Clubs (i) to telecast, broadcast, or otherwise distribute,
1441 transmit or perform, on a live, delayed, or archived basis, in any and all Media, any
1442 League or Club matches or any excerpts thereof and (ii) to produce, license, offer for

1443 sale, sell, market, or otherwise distribute or perform (or authorize a third party to do any
1444 of the foregoing), on a live, delayed, or archived basis, any League or Club matches or
1445 any excerpts thereof, in any and all Media.

1446 D. Group Licensing. The USLPA, on behalf of present and future Players, agrees
1447 that the League, for good and sufficient consideration, has the worldwide right to use or
1448 license in a group of three (3) or more Professional Players the Likenesses of all such
1449 Players in connection with any product, brand, service, product line or other commercial
1450 use and any sponsorship, endorsement or promotion thereof, provided that such use is in
1451 combination with the use of any or all League or Club names, logos, trademarks, trade
1452 dress, uniforms or other form of League intellectual property (a “Group Licensing
1453 Program”), as further set forth in the Group License Agreement between the League (on
1454 behalf of itself and the Clubs) and the USLPA (on behalf of itself and the Players)
1455 executed contemporaneously herewith (as it may be amended, restated, supplemented, or
1456 otherwise modified in accordance with its terms, the “Group License Agreement”). Such
1457 grant includes the right to make individual use, or license the individual use, of a Player's
1458 Likeness in a series, set, collectible or as part of a sequential product (e.g., trading cards,
1459 posters, pins, etc.) with three (3) or more Professional Players, provided that it is not in a
1460 manner that features, highlights or individually promotes such Player to a greater degree
1461 relative to the other Professional Players in any given application.

1462 E. No Player Endorsement. Notwithstanding anything to the contrary in Article
1463 15.B or Article 15.D, the foregoing grant does not confer, during or after the term of this
1464 Agreement, any right or authority to use a Player's Likeness in a manner that implies any
1465 endorsement by Player of a third-party brand, product or service (“Endorsement”). For
1466 purposes of clarity, and without limitation, it shall not be an Endorsement for a Club or
1467 the League to use, or authorize others to use, including, without limitation, in a Group
1468 Licensing Program or in third party advertising and promotional materials, footage and
1469 photographs of Player's participation in League or Club matches or events that does not
1470 unduly focus on, feature, or highlight, Player in a manner that leads the reasonable
1471 consumer to believe that Player is a spokesperson for, or promoter of, a third-party
1472 commercial product or service.

1473 F. Player Marketing Rights.

1474 1. A Player shall not:

1475 (a) use the name or logo of the League or the Clubs for any purpose
1476 unless he shall have received the prior written consent and
1477 approval of the League or Club (as applicable, which may be
1478 withheld in their sole and absolute discretion); provided, however,
1479 that the Player shall have the right to use the Club's name for
1480 biographical purposes; or

1481 (b) unless he shall have received the prior written consent and
1482 approval of the League or Club (as applicable, which may be
1483 withheld in the their sole and absolute discretion), use or make any

1484 endorsements or commercial appearances, sponsor any products,
1485 consent to the use by any third party of any name, picture or
1486 likeness of the Player (a) in which he appears, either alone or with
1487 others, in any official Club uniform, in any attire which closely
1488 resembles or is substantially similar (so as to be confusingly
1489 similar) to any official Club uniform, or in any attire whatsoever
1490 bearing or displaying the marks and/or logos of either the League
1491 or any Club, or (b) in which he appears together with two (2) or
1492 more other members of the Club or League, regardless of their
1493 attire, or (c) in which he is identified as a member of the Club or
1494 League.

1495 2. In the event of any inconsistency between, on the one hand, any provisions
1496 of either this Agreement or the Player's SPA and, on the other hand, any sponsorship,
1497 endorsement or licensing agreement (including any agreement with regard to footwear)
1498 entered into, renewed, or otherwise extended by a Player during the term of his SPA, the
1499 provisions of this Agreement and the Player's SPA shall control, and the Player shall be
1500 solely responsible for complying with such provisions.

1501 G. Apparel.

1502 1. Except as specified in Article 15.G.2 or Article 15.G.3 below, a Player
1503 shall wear and/or display only such footwear, clothing, equipment and other personal
1504 items as are endorsed by the League or his Club (and shall promptly obey and comply
1505 with any and all other reasonable guidelines and directives hereinafter issued by the
1506 League or his Club regarding apparel and/or equipment permitted or not permitted to be
1507 worn or utilized by members of the Club) at Club matches, practices or training camps, at
1508 clinics or other events sponsored or arranged by the Club or the League, at all Player
1509 appearances on behalf of the Club or the League, and/or while traveling with the Club.
1510 For the purpose of this Article, Players may be required by the League or the Club to
1511 wear on-field footwear manufactured by Adidas, Nike, Puma, or another reputable and
1512 professionally appropriate manufacturer approved in writing by the USLPA (which
1513 approval shall not be unreasonably withheld, conditioned or delayed).

1514 2. The Player shall not display any logo upon or endorse, or agree to display
1515 any logo upon or endorse, any item of on-field equipment which is not produced by the
1516 League's or Club's Official Equipment Supplier(s) except, in certain instances, for on-
1517 field footwear or goalkeeper glovegear, as set forth in Article 15.G.3 below.

1518 3. A Player may wear manufacturer-logo-identified shoes or goalkeeper
1519 gloves on-field only if such manufacturer has been designated by the League as an
1520 authorized footwear or glove supplier, as applicable. If on-field shoes or goalkeeper
1521 gloves are supplied by or on behalf of his Club (without cost to the Player), then the
1522 Player shall wear (and display the logo of) only the shoes or gloves supplied by his Club
1523 unless (i) he has a Qualifying Shoe or Glove Deal with a different manufacturer or (ii) he
1524 has formally completed an opt-out process. The specific procedure for completion of the
1525 opt-out process will be established by the League, in consultation with the USLPA, but is

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1526 intended to provide a Player with the opportunity to avoid wearing Club-provided on-
1527 field shoes upon the medical advice of a trainer or doctor.

1528 H. USLPA Marketing. The USLPA agrees that it will not engage in or conduct (or
1529 permit or license any third party to engage in or conduct) any form of trade or consumer
1530 promotion, marketing or advertising that uses or refers to League or Club intellectual
1531 property, to any of the Club’s stadiums or practice facilities, or that otherwise creates an
1532 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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1572 4. Club discipline is subject to the Dispute Resolution provisions of Article
1573 24, and such rules shall not be stayed pending such Grievance procedures. The Club
1574 rules shall be equally applicable to each Player, and its current rules must be made
1575 available to any Player or prospective Player upon request.

1576 B. Certain League Discipline: League discipline for off-field misconduct that is not
1577 determined by the USL to be detrimental to the reputation and public image of the
1578 League, the Team and/or the sport of soccer (i.e., within the scope of Article 16.C.2,
1579 below) shall be subject to the “just cause” standard. Any grievance relating thereto shall
1580 be resolved as provided in the Dispute Resolution provisions of Article 24.

1581 C. Discipline for On-Field Conduct and Detrimental Off-Field Conduct. It is
1582 understood and agreed that USL may discipline a Player for on-field misconduct and for
1583 off-field misconduct detrimental to the reputation and public image of the League, the
1584 Club and/or the sport of soccer, as more fully described hereafter.

1585 1. *On-Field Misconduct*.

1586 (a) “On-Field Misconduct” shall include misconduct that occurs in any
1587 stadium or playing facility, in and/or around the stadium or playing
1588 facility (involving any person(s) or property in or around the
1589 stadium or playing facility), including, but not limited to: the
1590 playing field, locker rooms, parking lots, spectator stands or other
1591 spectator facilities, and other back-of-house and underground
1592 areas, including those used by television production and other
1593 media), and which occurs at, during or in connection with any
1594 match or tournament in which the Player competes.

1595 (b) Discipline for on-field misconduct will ordinarily be considered
1596 and imposed by the USL (or an internal committee thereof).
1597 Discipline for on-field misconduct may include a fine and/or
1598 suspension, with or without pay, or other lesser discipline, and may
1599 be imposed regardless of whether a yellow or red card has been
1600 issued.

1601 (i) Any USL-imposed discipline (A) for on-field misconduct
1602 under this Article 16.C.1 that exceeds the standard
1603 minimum fine amount or suspension length or (B) for
1604 “major game misconduct” may be appealed to the IDP (as
1605 defined below), provided such appeal is submitted within
1606 twenty-four (24) hours of the communication of the
1607 suspension or fine. The IDP may revise any such discipline
1608 in its discretion, provided that any such decision is
1609 unanimous. If the IDP is unable to reach a unanimous
1610 decision, the IDP will be deemed to have decided to uphold
1611 the discipline. Any such decisions by the IDP constitute
1612 full, final and non-reviewable (in arbitration or otherwise)

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- 1613 dispositions of the disputes and will be binding on the
1614 Player(s) involved and the parties to this CBA.
- 1615 (ii) Any USL-imposed discipline for the standard minimum
1616 fine amount and suspension length is non-reviewable (in
1617 arbitration or otherwise).
- 1618 (iii) Any Club discipline for on-field misconduct rendered in
1619 addition to the discipline rendered by the League or IDP
1620 may be grieved to the Impartial Arbitrator in accordance
1621 with Article 24, except that the sole issues before the
1622 Impartial Arbitrator shall be whether the Club’s decision
1623 was arbitrary and capricious.
- 1624 Any suspension imposed under this Article 16.C.1 shall not be
1625 stayed pending appeal.
- 1626 (c) USL will engage in a dialogue with the USLPA in the manner
1627 required by Article 6.D prior to making any substantive
1628 modifications to the review and appeals processes for on-field
1629 misconduct, as set forth in the Competition Manual; provided,
1630 however, that the Independent Disciplinary Panel (the “IDP”) shall
1631 be comprised of the following three individuals, in each instance
1632 not affiliated with the League or the USLPA: (1) a former
1633 professional coach, selected by USL; (2) a former professional
1634 referee, selected by USL; and (3) a former professional player,
1635 selected by the USLPA.
- 1636 (d) If the USL believes that a Player’s actions during a match
1637 warranted a red card and either (i) the officials did not see the
1638 incident, and therefore did not have an opportunity to act, or (ii)
1639 the officials did see the incident but no red card was issued at the
1640 time, the USL shall refer such matters to the IDP. The IDP will be
1641 empowered to issue a red card to any player for such player’s
1642 actions during a match, provided that (i) if the officials did not see
1643 the incident, and therefore do not have the opportunity to act, the
1644 IDP unanimously determines such action to have warranted a red
1645 card and (ii) if the officials did see the incident but no red card was
1646 issued at the time, the determination that a red card was warranted
1647 is unanimous. Any such decision by the IDP is binding and non-
1648 reviewable (in arbitration or otherwise). In determining whether a
1649 red card was warranted, the IDP will also be empowered to
1650 determine any discipline associated with the player’s actions
1651 (which may exceed the standard minimums). Any such decisions
1652 by the IDP constitute full, final and non-reviewable (in arbitration
1653 or otherwise) dispositions of the matter and will be binding on the
1654 Player(s) involved and the parties to this CBA.

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1655 (e) Subject to Article 16.C.1(f), Players shall receive suspensions and
1656 fines for the accumulation of yellow cards during a single season
1657 under the following schedule:

1658 (i) Five yellow cards: No suspension, \$100 fine.

1659 (ii) Eight yellow cards: One (1) game suspension, \$200.00 fine.

1660 (iii) Eleven yellow cards: Two (2) game suspension, \$300.00
1661 fine.

1662 (iv) Fourteen yellow cards: Three (3) game suspension, \$400.00
1663 fine.

1664 However, the Player shall not be charged for any of any fine
1665 amounts associated with accumulating five (5) or eight (8) yellow
1666 cards (and such amounts shall be paid by the Club). However, for
1667 the fine amounts associated with eleven (11) or fourteen (14)
1668 yellow cards, the Club may require the player to pay up to fifty
1669 percent (50%) of the fine (with the Club covering the remainder).
1670 The Good Behavior incentive in place as of May 29, 2019, shall
1671 remain in effect.

1672 (f) As a general rule, a Player will automatically reduce his yellow
1673 card accumulation total by one yellow card each time he appears in
1674 five consecutive Regular Season matches without a card or
1675 supplemental discipline. For clarity, a Player cannot have a
1676 negative yellow card accumulation total—it can only reset to a
1677 zero-card total. This incentive will be automatically applied a
1678 maximum of three times through the course of a Season.

1679 2. *Off-Field Misconduct Detrimental to the Reputation of the League.*

1680 (a) In the event that the USL determines that alleged off-field conduct
1681 is detrimental to the public image and/or reputation of the League,
1682 the Club and/or the sport of soccer, the incident and the discipline
1683 to be imposed, if any, shall be considered and decided by the USL,
1684 which may terminate an SPA (without limitation to Article 16.C.1
1685 above and other provisions of this CBA regarding termination of
1686 an SPA), impose a fine and/or suspension (with or without pay) or
1687 impose other lesser discipline in lieu of termination at any time
1688 without further obligation on either party to the SPA, upon written
1689 notice (which may be via email) to the Player and the USLPA.
1690 Such alleged off-field conduct includes (without limitation):

1691 (i) if the Player violates any substance abuse policy then in
1692 effect or is subjected to any penalties for testing positive for
1693 a Prohibited Substance, for noncompliance, or for refusal to

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- 1694 submit to a drug test as required under the terms of such
1695 substance abuse policy;
- 1696 (ii) if the Player bets, or has offered or attempted to bet, money
1697 or anything of value on any match participated in by any
1698 Club (in the League), or by any Players, or on matches of
1699 any National Team (including, without limitation,
1700 participation in any kind of fantasy game);
- 1701 (iii) if the Player is involved in any attempt to fix, throw or
1702 improperly affect any soccer match (including any League
1703 Competition); or
- 1704 (iv) if the Player is involved in the giving or offering of any
1705 bribe that involves, or gambles on, any League
1706 Competition.
- 1707 (b) Any disputes relating to discipline imposed under this Article
1708 16.C.2 shall be decided pursuant to the Grievance procedures set
1709 forth in Article 24, except that the sole issues before the Grievance
1710 Committee (and Impartial Arbitrator, if applicable) shall be (a)
1711 whether the USL exceeded the scope of its authority and (b) if not,
1712 whether the USL’s determination was supported by substantial
1713 evidence and was not unreasonable based on the following
1714 considerations: (i) the facts and circumstances surrounding the
1715 conduct at issue; (ii) whether the penalty was proportionate to the
1716 gravity of the offense; and (iii) the legitimate interests of both the
1717 Player and the League. Any suspension imposed under this Article
1718 16.C.2 shall not be stayed pending appeal.
- 1719 D. Non-Duplicative. While both the Club and the USL may have the authority to
1720 discipline a Player for misconduct, in the event that both the Club and the USL impose
1721 any monetary discipline (e.g., fines) for the same conduct, only the USL-imposed
1722 monetary discipline shall be effective. However, this Article 16.D does not prevent a
1723 Club from imposing its own non-monetary discipline on top of any discipline imposed by
1724 the League (e.g., if the League suspended a Player for 3 matches, there is nothing that
1725 would prevent the Club from extending its own internal suspension of the Player beyond
1726 3 matches).
- 1727 E. Deduction of Fines. A Club shall deduct from any amounts due to the Player per
1728 his SPA any fines or penalties levied against the Player by USL or his Club unless (i) the
1729 fine is under appeal to the League or (ii) the USL’s decision in connection with such fine
1730 or penalty is the subject of a Grievance under Article 24; or (iii) if such fine is due to
1731 caution accumulations. With respect to (iii), whether or not to deduct such amounts shall
1732 be at the discretion of the Club.

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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.

1750 **Article 18. Player Compensation; Benefit Spend**

1751 In lieu of setting spending minimums and maximums on different categories of
1752 expenses, the following concept is intended to permit Clubs to spend money relating to
1753 Professional Players in the manner in which the Clubs deem best, while also ensuring that
1754 they meet certain aggregate minimum spending obligations relating thereto.

1755 A. Benefit Spend.

1756 1. A “Benefit Spend” is the sum of (x) annual spending (or the fair market
1757 value of other benefits provided), on an accrual basis (subject to Article
1758 18.A.2), by or on behalf of a Club or a Club-Related Entity relating
1759 directly to Players and (y) the Club’s Loaned Player Salary Allocation.
1760 Spending relating directly to Players includes (without limitation) the
1761 following categories, subject to the rules set forth in Article 18.A.2 below:

1762 (a) Salary paid to Players;

1763 (b) Signing (or other guaranteed) bonuses (each, as amortized over the
1764 Guaranteed Years of the respective SPAs);

1765 (c) Incentive or other bonus payments;

1766 (d) Amounts paid for services other than as a professional soccer
1767 player;

1768 (e) The value of any housing or personal transportation (or the amount
1769 of any such stipend, if applicable);

1770 (f) Health or other insurance contributions (including to or on behalf
1771 of a Professional Player’s family);

1772 (g) Player medical costs (e.g., fees to doctors, hospitals, and other
1773 health care providers, the drugs and other medical supplies
1774 provided to Players, and the cost associated with implementing any
1775 concussion or other player health and safety protocols), but not
1776 including (a) salaries of trainers or other Club personnel, (b) the
1777 cost of Club medical or training equipment, or (c) costs which are
1778 reimbursed by or paid for through workers’ compensation or any
1779 other medical insurance);

1780 (h) workers’ compensation premiums, payroll, unemployment
1781 compensation and social security taxes (including payments made
1782 on behalf of a Player released from his SPA that covers that
1783 Contract Year);

1784 (i) Any relocation costs to or from the Club’s home city (or the
1785 amount of any such stipend, if applicable), other than in connection

- 1786 with a Player’s loan or transfer;
- 1787 (j) The value of meals provided *other than* during team travel; and
- 1788 (k) Any fees payable to Players’ agents or representatives.

1789 However, for the avoidance of doubt, spending that is only indirectly
1790 related to Professional Players (or their families, as applicable) is not to be
1791 included in a Club’s Benefit Spend. Such indirect spending includes, for
1792 example, spending on (i) uniforms and other equipment provided to
1793 Professional Players; (ii) coaches or other technical staff (or any other
1794 Club personnel); (iii) stadium, practice facilities, and other Club
1795 infrastructure; and (iv) team travel (including *per diems* or meals in lieu
1796 thereof).

1797 2. Accounting.

1798 (a) General Rule. Except as set forth in the rules below, all
1799 compensation paid (or otherwise provided) to a Player pursuant to
1800 the terms of an SPA shall be attributable to the Contract Year(s) in
1801 which the Player is required under the SPA to render services to
1802 the Club as a soccer player, regardless of how the compensation is
1803 characterized under the SPA.

1804 (b) Loaned Player Salary Allocation. A Loaned Player’s Salary shall
1805 be equal to the lesser of \$100,000 and the greater of:

1806 (i) the Loaned Player’s Salary (as determined in the playing
1807 contract with his Parent Club), multiplied by the number of
1808 Official Matches in which the player appeared, divided by
1809 the number of the Club’s Official Matches; and

1810 (ii) the combined amount paid (x) to the Parent Club for the
1811 right to use the player and (y) the Salary actually paid to the
1812 player by the Club.

1813 (c) Signing Bonus. Any signing or other guaranteed bonus in an SPA
1814 shall be attributed, *pro rata*, over the Guaranteed Years of the
1815 SPA. If an SPA contains only one (or no) Guaranteed Years, the
1816 Signing Bonus shall be attributed in full to the first Contract Year.

1817 (d) Performance Bonuses. Any amounts that are actually earned by a
1818 Player as performance bonuses, or any other bonuses properly
1819 included in an SPA, shall be included as part of the Benefit Spend
1820 in the Contract Year in which the service or performance giving
1821 rise to the Bonus was provided.

1822 (e) Player Agent Costs. Any amounts paid by a Club to a Player’s

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1823 agents or representatives shall be considered the equivalent of a
1824 signing bonus and, accordingly, shall be attributed, *pro rata*, over
1825 the Guaranteed Years of the player’s SPA.

1826 B. Maximum Benefit Spend.

1827 1. The League may establish rules prohibiting, limiting, taxing, or otherwise
1828 regulating any Benefit Spend by any Club in excess of the Maximum
1829 Benefit Spend. As used herein, the Maximum Benefit Spend means, for
1830 each Year, a Benefit Spend of not less than the following amount:

Year	Maximum Benefit Spend
2023	\$1,300,000
2024	\$1,400,000
2025	\$1,500,000
2026	\$1,600,000
2027	\$1,700,000

1831 For each Year thereafter, the Maximum Benefit Spend shall be increased
1832 by the lesser of:

1833 (a) the percentage rate of increase for the immediately preceding Year
1834 in the CPI; and

1835 (b) five percent (5%).

1836 2. The League may unilaterally increase the Maximum Benefit Spend or, in
1837 so calculating, may reduce or exclude any type of Benefit Spend in its sole
1838 and absolute discretion. However, in any instance in which the League
1839 increases the Maximum Benefit Spend (or reduces or excludes certain
1840 types of Benefit Spend from its calculation), the revised Maximum Benefit
1841 Spend will not be locked-in as a new Maximum Benefit Spend floor.

1842 3. If the League establishes any rules prohibiting, limiting, taxing, or
1843 otherwise regulating any Benefit Spend in excess of the Maximum Benefit
1844 Spend, the League shall confidentially provide the USLPA with a copy of
1845 such rules (as they may be amended from time to time).

1846 4. Beginning with respect to 2023, the League will provide the USLPA with
1847 a report by April 1 of the succeeding year including each Club’s actual
1848 Benefit Spend and the amount of each component spent thereon.

1849 C. Calculation of Minimum Base Compensation.

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- 1850 1. For purposes hereof, a Player’s Base Compensation is equal to:
- 1851 (a) his Salary; *plus*
- 1852 (b) the value of any housing or personal transportation (or the amount
- 1853 of any such stipend, if applicable); *plus*
- 1854 (c) the value of any health insurance contributions (including to or on
- 1855 behalf of a Player’s family); *plus*
- 1856 (d) the applicable portion of any signing (or other guaranteed)
- 1857 bonuses, but specifically excluding any amounts paid by a Club to
- 1858 a Player’s agents or representatives.
- 1859 2. With respect to 1(d) above, the amount of such payments shall be
- 1860 attributed evenly over the Standard Compensation Period throughout the
- 1861 term of the SPA (excluding any option years).

1862 D. Minimum Base Compensation Requirements. Beginning with respect to the 2023

1863 Season, the Parties agree to the Base Compensation requirements set forth below. In

1864 each instance, any Minimum Base Compensation requirements are applicable, for any

1865 given Contract Year, only during the Standard Compensation Period. All amounts set

1866 forth herein are “per month” and any pro-rated amounts are to be based on a 30-day

1867 month.

- 1868 1. Each Player’s Base Compensation shall be equal to or greater than the
- 1869 Base Compensation amounts set forth below (as applicable, the
- 1870 “Minimum Base Compensation”).

Year	Minimum Base Compensation
2023	\$2,000
2024	\$2,100
2025	\$2,200
2026	\$2,350
2027	\$2,500

1871 For each Year thereafter, the Minimum Base Compensation shall be

1872 adjusted by the lesser of (x) the percentage rate of increase for the

1873 immediately preceding Year in the CPI or (y) 4%.

- 1874 2. In no event may the reasonably anticipated value of a Player’s housing and
- 1875 health insurance account for greater than half of his Base Compensation.
- 1876 Each Club shall certify to the League in the form included as Exhibit F (or

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1877 such other form as the League and USLPA may subsequently agree), on
1878 an annual basis in connection with each Player’s registration, the
1879 reasonably anticipated value of such housing and health insurance. The
1880 Club shall promptly make such certifications available to the applicable
1881 Player and/or the USLPA upon request.

1882 3. Performance-Based Contracts shall be for no less than the applicable
1883 Minimum Base Compensation. Further, a Club may not, at any one time,
1884 be a party to more than five (5) Performance-Based Contracts (in the
1885 aggregate). Furthermore:

1886 (a) If a Club is party to three (3) Performance-Based Contracts at any
1887 one time, the Base Compensation of at least one (1) such contract
1888 must be greater than or equal to Minimum Base Compensation
1889 plus five hundred dollars (\$500)

1890 (b) If a Club is party to four (4) Performance-Based Contracts at any
1891 one time:

1892 (i) the Base Compensation of at least one (1) such contract
1893 must be greater than or equal to Minimum Base
1894 Compensation plus five hundred dollars (\$500); and

1895 (ii) the Base Compensation of at least one (1) such contract
1896 must be greater than or equal to Minimum Base
1897 Compensation plus one thousand dollars (\$1,000).

1898 (c) If a Club is party to five (5) Performance-Based Contracts at any
1899 one time:

1900 (i) the Base Compensation of at least one (1) such contract
1901 must be greater than or equal to Minimum Base
1902 Compensation plus five hundred dollars (\$500); and

1903 (ii) the Base Compensation of at least two (2) such contracts
1904 must be greater than or equal to Minimum Base
1905 Compensation plus one thousand dollars (\$1,000).

1906 E. Notwithstanding anything to the contrary in this Agreement, Clubs must ensure
1907 that each Player’s compensation meets or exceeds that required by applicable Law.

1908 F. To the extent that the Club pays a Player’s agents or representatives or provides
1909 housing to a Player, such payments (or the value thereof, if applicable) will be included
1910 as income to the Player (which is then subject to withholding and other taxes upon the
1911 Player’s income).

1912 **Article 19. Per Diem; Travel; Parking; and Practice Facilities**

1913 A. Per Diem Allowance.

1914 1. A Player's *per diem* while traveling with his team shall be paid at the
1915 standard *per diem* rates set forth by the General Services Administration.
1916 As of the execution of this CBA, the standard *per diem* rate is \$55/day
1917 (\$13 for breakfast; \$14 for lunch; \$23 for dinner; and \$5 for incidentals).

1918 2. When a team is on the road for less than a full day, a partial per diem shall
1919 be paid, based upon the time of departure from or arrival in the Club's
1920 home city:

1921 (a) Departure after 9:00 a.m./arrival before 7:00 a.m., and the Club
1922 does not hold a practice, required meeting or any other event
1923 requiring a Player's attendance between 7:00 a.m. and 9:00 a.m.,
1924 lasting more than thirty (30) minutes - no breakfast expense;

1925 (b) Departure after 1:00 p.m./arrival before 11:30 a.m., and the Club
1926 does not hold a practice, required meeting or any other event
1927 requiring a Player's attendance between 11:30 a.m. and 1:00 p.m.,
1928 lasting more than thirty (30) minutes - no lunch expense;

1929 (c) Departure after 7:00 p.m./arrival before 5:30 p.m., and the Club
1930 does not hold a practice, required meeting or any other event
1931 requiring a Player's attendance between 5:30 p.m. and 7:00 p.m.,
1932 lasting more than thirty (30) minutes - no dinner expense.

1933 (d) If a road trip is expected to last 3 days or less, the total trip per
1934 diem shall be paid in a lump sum at the time of departure. If the
1935 trip is expected to last longer than 3 days, per diem may be paid in
1936 two (2) equal payments.

1937 3. A Club may arrange for prepared meals in lieu of paying the associated
1938 meal *per diems* if it chooses, provided that such meals are reasonably in
1939 line with the *per diem* level. Meals provided at no charge by an airline
1940 shall not cause a reduction in the per diem allowance. Per diem money
1941 lost by a Player will not be replaced.

1942 B. Travel. Absent unique circumstances or the prior approval of the League and
1943 USLPA, where travel to a match or other event is in excess of 500 miles, the Club shall
1944 provide any travelling Players with air transport.

1945 C. Other Travel Expenses and Parking.

1946 1. *Other Travel Expenses.*

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- 1947 (a) For travel to the airport in connection with Club-required travel
1948 each Club, in its sole discretion, will provide either (i) a team bus
1949 to the airport from the practice facility or stadium or (ii) will
1950 reimburse the Player within thirty (30) days for reasonable non-
1951 satellite parking, subject to submission of expense reports in
1952 accordance with the Club’s rules and within thirty (30) days of
1953 when such expenses are incurred.
- 1954 (b) For Club-required travel for which air transport is not provided, the
1955 Club will provide a Team bus for transport.
- 1956 2. *Parking.* Each Club shall provide or arrange for parking for its Players at
1957 its home stadium and practice facility on match and practice days, without
1958 cost to the Players.
- 1959 D. Practice Facility.
- 1960 1. Each Club shall designate its primary (on-field) practice facility (the
1961 “Primary Facility”) at least forty-five (45) days in advance of the first
1962 training session in the Club’s home market.
- 1963 2. If any Player resides in Team-provided housing more than twenty-five
1964 (25) miles from a practice facility (whether the primary or an alternate
1965 facility), the Player shall be reimbursed for the incremental mileage (at the
1966 then-current Internal Revenue Service rate) each time he is reasonably
1967 required to travel to/from such practice facility for Team activities (with
1968 appropriate documentation to be submitted within thirty (30) days of the
1969 time of incurring the expense). By way of example, if a Player lived in
1970 Club-provided housing that was thirty (30) miles from the practice facility,
1971 then he would be reimbursed for the additional five (5) miles to and from
1972 the practice facility. By way of further example, if the same Player was
1973 required to report to a temporary separate training facility that was forty
1974 (40) miles from their Club-provided housing, then he would be reimbursed
1975 for the additional fifteen (15) miles to and from that temporary training
1976 facility.
- 1977 3. The Primary Facility must have locker rooms which are accessible to the
1978 Players pre- and post-practice.
- 1979 4. With respect to any on-field practice facility being used by a Club
1980 (including if it is being provided by the Club for use by a visiting Team,
1981 and regardless of whether it is the Primary Facility), the Club shall ensure
1982 that (a) during any Team practice times, reasonable precautions have been
1983 taken to prevent unauthorized access to the field(s) being utilized by the
1984 Team and (b) a trainer’s table is present at the practice facility.
- 1985 5. Further, the Parties acknowledge that, as of the Effective Date, the
1986 Competition Manual states that “[the] home Team must ensure that the

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1987 surface of the practice facility matches the surface of the main stadium and
1988 the practice facility is a minimum of 110 x 70 yards. Additionally, the
1989 field quality standards that apply to the stadium also apply to the training
1990 facility.”² In the event that the USL and the USLPA reasonably agree that
1991 these standards are not met by a particular Club, the League shall provide
1992 the USLPA with regular updates on the Club’s efforts to bring its practice
1993 facility into compliance. Any fine amounts received by the USL from a
1994 Club for its violation of these standards shall be shared equally with the
1995 USLPA.

² Per the Competition Manual: “Each stadium must have a uniform playing surface that consists of natural grass or FIFA-approved synthetic turf and must be in good playing condition.”

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Article 20. Workers' Compensation

1997 A. Benefits. Workers' Compensation (or equivalent benefits, if and as applicable)
1998 shall be provided by each Club for its Players in accordance with applicable Law and this
1999 Agreement. In any state where workers' compensation coverage is not compulsory or
2000 where a Club is excluded from a state's workers' compensation coverage, a Club will
2001 either voluntarily obtain coverage under the compensation Laws of that state or otherwise
2002 guarantee equivalent coverages to its Players. In the event that a Player qualifies for
2003 benefits under this section, such benefits will be equivalent to those benefits paid under
2004 the compensation Law of the state in which his Club is located.

2005 B. Rejection of Coverage. Nothing in this Article is to be interpreted as preventing a
2006 Club that has the legal right to do so from rejecting coverage under the workers'
2007 compensation Law of its state or to otherwise extend coverage through an alternative
2008 product (e.g. on a risk-pooled basis) that may become available during the Term of this
2009 CBA, provided that such benefits will be equivalent to those benefits payable under the
2010 compensation Law of the state in which the Club is located.

2011 C. Offsets. Where permitted by applicable Law, a Club may receive a
2012 reimbursement, credit, or offset against a workers' compensation award based on
2013 compensation paid (or otherwise delivered) by the Club to a Player while under an SPA;
2014 it being understood that any such amount received by a Club may not be included in the
2015 Club's Benefit Spend calculation under and pursuant to Article 18.A.

2016 D. Reporting of Covered Injuries. Pursuant to Article 10.A.4, each Player has the
2017 obligation to promptly notify the Club's coach, athletic trainer, or physician of any injury
2018 which is incurred (or aggravated) during the course of the Player's employment as a
2019 skilled soccer player with the Club (each, a "Covered Injury"). The applicable Club shall
2020 then report each such Covered Injury to its workers compensation carrier or insurance
2021 agent (as applicable, the "Carrier"), as required, regardless of whether such Club
2022 ultimately seeks to have the Carrier cover any associated claims or expenses.

2023 E. Medical Bills. Unless otherwise payable by a Carrier or other third party, should
2024 the Player suffer a Covered Injury and timely report such Covered Injury to his Club, his
2025 Club shall be responsible, except as provided in subsection F below, for payment of the
2026 Player's reasonable hospitalization, medical and dental expenses necessarily incurred as a
2027 result of such Covered Injury. All treatment received by Players under this subsection
2028 shall be at the direction and prior approval of the Club and/or the Carrier, provided that
2029 any surgical or other invasive procedure shall be with the prior *written* approval of the
2030 Club and/or the Carrier.

2031 F. Choice of Surgeon. In the event that a Player requires a surgical or other invasive
2032 procedure, the Club shall use good faith efforts to ensure that at least two (2) surgeons are
2033 made available to the Player (it being acknowledged that the surgical options presented to
2034 the Player may be at the discretion of the Carrier and the Club cannot guarantee more
2035 than one (1) such option). If the Player ultimately desires to have such procedure
2036 performed by a surgeon who has not been approved in writing by the Club and/or Carrier,

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2037 as required by subsection E above, the Club shall not unreasonably withhold its consent
2038 to the procedure with the Player’s desired surgeon; provided, however, that (i) any costs
2039 or expenses in connection therewith shall be borne entirely by the Player and (ii) the
2040 Player acknowledges that such election may result in the loss or reduction of coverage by
2041 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

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A. Vacation.

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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.

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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.

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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.

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B. Time Off.

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1. 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.

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2. Both the USL and the USLPA recognize the importance of the Players' mental health. In connection with the foregoing, the USL and USLPA agree to meet (virtually or in-person), on no less than an annual basis, for the sole purpose of discussing ways in which the parties may work together to improve or protect the collective mental health of the Players, including (without limitation) the feasibility of a mental health break during the season.

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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

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2093 notice to the Club. Appropriate documentation of the death is to be furnished to the Club
2094 by the Player upon request. Subject to applicable Law, the Club has no obligation to pay
2095 for any leave granted in excess of four (4) days.

2096 D. Family Leave. A Player may request leave from the Club for the birth of his child
2097 or the medical emergency of an Immediate Family Member. The Club may require
2098 appropriate documentation to support the request for family leave prior to approval, not
2099 to be unreasonably withheld. Upon approval, the Player shall receive four (4) days leave,
2100 with pay. Subject to applicable Law, the Club has no obligation to pay for any leave
2101 granted in excess of four (4) days.

Article 23. Schedules and Calendar

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2103 A. Duration of League Season. Subject to any applicable Force Majeure provisions,
2104 the requirements of Article 22 (Vacation and Time Off) and the limitations set forth in
2105 this Article 1, there is no limitation on the length of the League Season provided that it
2106 falls within the Standard Compensation Period.

2107 B. Post-Season and Pre-Season Training.

2108 1. *End of Regular Season/Post-Season through November 30.* A Player may
2109 be required to train between such Player’s team’s final Regular Season or
2110 Post-Season match and November 30 if:

2111 (a) Player’s team has a Compulsory Tournament or a gated
2112 tournament or exhibition, in which case the Player may be required
2113 to report to training no earlier than five (5) days prior to the date of
2114 such match; or

2115 (b) The Player’s contract has been extended through the following
2116 season.

2117 However, such Players shall receive a minimum of three (3) consecutive
2118 days off including Thanksgiving, as determined by the Club in its
2119 discretion.

2120 2. *Pre-Season Training Camp Start Date.* No Club may have its Players
2121 report to the Club more than eight (8) weeks prior to the date of the first
2122 match of the Regular Season (the “Pre-Season Training Camp Start Date”)
2123 except as set forth in Article 23.B.3.

2124 3. *Exceptions to Pre-Season Training Camp Start Date.* Subject to Article 22
2125 (Vacation and Time Off), the following are exceptions to Article 23.B.2:

2126 (a) *Compulsory Tournament Exception:* For a Compulsory
2127 Tournament, official sanctioned FIFA tournament (e.g., a
2128 qualifying tournament for the FIFA Club World Cup), Players may
2129 be required to report to training no earlier than twenty-one (21)
2130 days prior to the start of such matches; or

2131 (b) *Non-Compulsory Tournament/Exhibition Matches:* Clubs may
2132 play exhibition matches between November 30 and the Pre-Season
2133 Training Camp Start Date, provided that: (i) notice of the
2134 applicable match is given to the Players at least thirty (30) days in
2135 advance, and (ii) round-trip transportation is provided between the
2136 Player’s Off-Season home and reporting location at the Club’s
2137 expense; and (iii) the match is either gated or the broadcast rights
2138 thereto have been sold. If these requirements are met and the Club
2139 schedules exhibition matches or a tournament (other than a

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2140 Compulsory Tournament) during this time period, Players may be
2141 required to report to training no earlier than five (5) days prior to
2142 the start of such matches.

2143 The parties' intent in permitting such matches and training is to
2144 enable Clubs to engage in meaningful competition and not to evade
2145 the requirement that Pre-Season training camp begin no more than
2146 eight (8) weeks prior to the first Regular Season match. Clubs shall
2147 not abuse this provision, and this stated intent, in scheduling
2148 matches and related training during the Off-Season.

2149 C. Number of Matches.

2150 1. The League Parties will not schedule a Player for more than three (3)
2151 matches in any seven (7) day period unless such schedule is reasonably
2152 unavoidable.

2153 2. No Club may play a match within thirty-six (36) hours after the end of a
2154 prior match unless such schedule is reasonably unavoidable.

2155 3. For avoidance of doubt, national team duty (including the senior and youth
2156 national teams or Olympic teams of any nation) shall not count toward the
2157 limitations in Article 23.C.1 or Article 23.C.2 above but may be otherwise
2158 subject to the limitations set forth in Article 11.B.

2159 4. There is no limitation on the number of matches played between the Pre-
2160 Season Training Camp Start Date and the start of the Regular Season.

2161 5. From the beginning of the Regular Season through December 23, each
2162 Club may play no more than fifty (50) matches, *excluding* all FIFA,
2163 CONCACAF, USSF, CSA, or other Compulsory Tournaments as well as
2164 any qualifying tournaments or play-in matches (e.g., U.S. Open Cup,
2165 Canadian Championship, Concacaf Champions League).

2166 D. League Discretion: The USLPA acknowledges that, except as provided in this
2167 Article 1, League Parties have the right, in their sole discretion, to schedule matches
2168 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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2209 each case, return receipt requested, postage prepaid); and (ii) telephone (including
2210 voicemail) with the other party.

2211 D. Procedure.

2212 1. **Step 1 – Discussion Between Player/Club:** Any Player who believes that
2213 he has a justifiable Grievance shall first discuss and attempt to settle the
2214 matter with his Club’s President or General Manager (or a designated
2215 representative of such President or General Manager). If the matter is not
2216 resolved within three (3) days as a result of such discussions, a written
2217 notice of the Grievance shall be presented, either by the Player or the
2218 USLPA on such Player’s behalf, in accordance with the requirements of
2219 this Article 24, to the Club’s designated representative (i.e., the President,
2220 General Manager, or a designee of either), with a copy to the USL.
2221 Within seven (7) days following receipt of such notice, Club’s designated
2222 representative shall advise the Player in writing (with a copy to the
2223 USLPA) of his or her decision, and shall furnish a copy of such decision
2224 to the USL. If the decision of the Club’s designated representative is not
2225 appealed to the Grievance Committee within seven (7) days of its receipt,
2226 the Grievance shall be considered settled on the basis of that decision and
2227 shall not be eligible for further appeal.

2228 2. **Step 2 – Appeal to Grievance Committee:**

2229 (a) Within seven (7) days after Player’s receipt of the response from
2230 Club’s designated representative, the Player may appeal such
2231 Grievance to the Grievance Committee, which shall consist of a
2232 representative appointed by USL and a representative appointed by
2233 the USLPA (the “Grievance Committee”). To appeal a Grievance
2234 under this Step 2, the appealing party must submit a written
2235 grievance to the USL and the USLPA, in a form or format to be
2236 agreed upon by the USL and the USLPA that contains the
2237 following:

2238 (i) Detailed facts upon which the Grievance is based,
2239 including the event, the date of the event, the aggrieved
2240 player or players (in case of grievance made by player or
2241 USLPA) or club (in the case of grievance made by club),
2242 and, if applicable, the written decision of Club’s designated
2243 representative;

2244 (ii) References to the specific section or sections of CBA,
2245 Standard Player Agreement, or other agreement between
2246 the Club and Player alleged to have been violated;

2247 (iii) The relief requested; and

2248 (iv) The date that the Grievance is filed at Step 2.

- 2249 (b) Within seven (7) days following such appeal to the Grievance
2250 Committee the Club shall submit to the Player, the USLPA and the
2251 USL a written statement of position which will set forth the Club’s
2252 position on the Grievance, including a factual response to the
2253 Player’s appeal and the reasons for the Club’s position.
- 2254 (c) Within fourteen (14) days following receipt of the appeal and the
2255 statement of position, the Grievance Committee shall meet with the
2256 parties to the dispute by videoconference on a mutually agreed-
2257 upon date and time. During the Grievance Committee meeting, the
2258 parties shall discuss with specificity the claims alleged in the
2259 Grievance and discuss resolution and/or settlement of the
2260 Grievance.
- 2261 (d) If, as a result of the Grievance Committee Meeting, the parties are
2262 unable to resolve the Grievance, the Grievance Committee will
2263 schedule and conduct a Grievance Hearing in accordance with Step
2264 3 below.

2265 3. **Step 3 – Grievance Hearing:**

- 2266 (a) Within seven (7) days following the Grievance Committee
2267 Meeting, the Grievance Committee will meet again with the Parties
2268 to set a date for a Hearing, discuss the witnesses and exhibits the
2269 parties may deem necessary for such Hearing, and advise of any
2270 other related deadlines or procedural requirements. At the Hearing,
2271 the parties to the Grievance will have the right to present, by
2272 testimony or otherwise, any evidence relevant to the Grievance. In
2273 instances in which the parties agree that the material facts giving
2274 rise to the Grievance are not in dispute, the Grievance Committee
2275 shall have the authority to decide the merits of the case solely on
2276 the written submissions of the parties. The Grievance Committee
2277 may hold the hearing by video conference call under procedures
2278 prescribed by the Grievance Committee. In-person hearings shall
2279 take place in the city where the Club is located, unless otherwise
2280 ordered by the Grievance Committee. In a dispute between the
2281 USL and the USLPA, any in-person hearings shall take place at a
2282 mutually agreed-upon, neutral venue (unless otherwise agreed).
- 2283 (b) No later than twenty-one (21) days prior to the date set for the
2284 Hearing (the “Discovery Deadline”), the parties will exchange and
2285 provide the Grievance Committee with copies of all documents,
2286 reports, and records (including, for the avoidance of doubt, any
2287 witness statements) relevant to the Grievance and/or responsive to
2288 requests from the opposing party. Any procedural disputes shall
2289 be resolved by the Grievance Committee; in the event the
2290 Grievance Committee is unable to reach a consensus, the parties

2291 may document their position as to the procedural dispute for the
2292 official record, and each member of the Grievance Committee shall
2293 include a description of his/her position in any decision ultimately
2294 recommended by such member. It is intended that witnesses appear
2295 at the Hearing. If a witness is unavailable, the party offering the
2296 witness shall notify the other party and the Grievance Committee
2297 as soon as the unavailability of the witness is known. The record
2298 shall be closed at the end of the Hearing unless the Grievance
2299 Committee orders otherwise.

2300 (c) The Grievance Committee will either issue a joint decision
2301 resolving the Grievance or separate decisions recommending
2302 separate dispositions of the Grievance, together with the reasons
2303 for the recommended dispositions, in light of the whole record and
2304 upon the weight of the evidence presented. If the Grievance
2305 Committee issues a joint decision it shall constitute a disposition of
2306 the Grievance that will be final and binding on the parties. If the
2307 Grievance Committee issues separate decisions, the record of the
2308 Hearing, including the separate decisions will be submitted to the
2309 Impartial Arbitrator in accordance with Step 4.

2310 (d) Except where prohibited, precluded or preempted by applicable
2311 Law, the parties hereby agree that the Grievance Committee (and
2312 the Impartial Arbitrator) shall be explicitly authorized to decide
2313 any statutory issues that may arise under Section 8 of the National
2314 Labor Relations Act or that, if proven, would form the basis for an
2315 unfair labor practice under such provisions.

2316 4. **Step 4 – Impartial Arbitrator’s Award:** The Grievance Committee will
2317 submit the record of the Hearing to the Impartial Arbitrator within three
2318 (3) days after the issuance of the separate decisions. The Impartial
2319 Arbitrator will review the record and issue an Award which adopts one of
2320 the two separate decisions issued by the Grievance Committee. The other
2321 separate decision will be considered a dissenting opinion. The Impartial
2322 Arbitrator will have the authority to resolve any unresolved procedural
2323 disputes. The Impartial Arbitrator will issue the Award within twenty-one
2324 (21) days of receiving the record. The Impartial Arbitrator’s Award will
2325 be final and binding on the parties.

2326 5. **Substitution of Club with USL:** In the case of a Grievance of a Player (or
2327 USLPA, on behalf of a Player) against the USL (in lieu of a Club) or vice-
2328 versa, the same process shall apply, albeit with any reference to the Club
2329 replaced by a reference to the USL.

2330 E. Selection of Arbitrator. There will be one arbitrator, appointed jointly and
2331 confirmed in writing by the Parties, who shall serve for the duration of this Agreement
2332 (such individual, the “Impartial Arbitrator”); provided, however, that between December

USL League One – Collective Bargaining Agreement

2333 1 and 15 of any year, either Party may discharge the Impartial Arbitrator by serving
2334 written notice upon him or her and upon the other party. The Parties shall thereafter
2335 agree upon (and confirm in writing) a successor Impartial Arbitrator within the following
2336 sixty (60) days or, failing such selection, the parties shall jointly request JAMS (or such
2337 other organization as the Parties may agree upon) to submit to the Parties a list of eleven
2338 (11) individuals, none of whom shall have, nor whose firm shall have, represented within
2339 the past five (5) years any professional athletes; agents or other representatives of
2340 professional athletes; labor organizations representing athletes; sports leagues, governing
2341 bodies, or their affiliates; sports teams or their affiliates; or owners in any professional
2342 sport, with a preference for (i) members of the National Academy of Arbitrators and/or
2343 (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days
2344 from the receipt of such list agree to the identity of the Impartial Arbitrator from among
2345 the names on such list, they shall return said list, with up to five (5) names deleted
2346 therefrom by each party, to JAMS (or such other organization as the Parties may have
2347 agreed upon), which shall choose from the remaining name(s) on the list the identity of
2348 the Impartial Arbitrator. For avoidance of doubt, nothing in this Agreement prohibits the
2349 parties from appointing the same individual to act as both the Impartial Arbitrator and the
2350 System Arbitrator.

2351 F. Fees and Costs of Grievance Process. All costs and expenses incurred in
2352 connection with the Grievance Process shall be borne by the party incurring such costs
2353 (including its own attorneys fees and costs and the costs and expenses of its witnesses
2354 and other representatives). The parties shall share equally any costs or fees of the
2355 Impartial Arbitrator. The parties may agree to retain and share equally the costs of a
2356 stenographer to record the hearing transcript in advance of a Hearing. If the parties do not
2357 agree jointly to retain a stenographer, any party desiring a stenographic record shall make
2358 arrangements directly with a stenographer and shall notify the Grievance Committee and
2359 the other party of such arrangements in advance of the Hearing. The requesting party
2360 shall pay the cost of the record. The transcript must be made available to the Grievance
2361 Committee and to the other party for inspection, even if one party does not agree to pay
2362 for the transcript. Any party wanting an interpreter shall make all arrangements directly
2363 with the interpreter and shall assume the costs of the service. Other incidental expenses
2364 not expressly provided for in this Article 24, such as hearing room rental fees, if any,
2365 mutually agreed to in advance shall be borne equally by the parties.

Article 25. System Arbitration

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2367 A. Scope/Nature of Dispute. Disputes between the USL and the USLPA which
2368 directly impact more than one Player or more than one Club will be resolved exclusively
2369 in accordance with the procedures set forth in this Article 25 (a “System Arbitration”).
2370 System Arbitrations may include disputes under Article 1 (Definitions), Article 4
2371 (Duration of Agreement), Article 6 (Management Rights), Article 8 (Standard Player
2372 Agreement), Article 14 (Player Movement), Article 18 (Benefit Spend), Article 21
2373 (Circumvention), Article 33.B.2 (Force Majeure), and any other disputes mutually agreed
2374 between the USL and USLPA. In the event of a disagreement between the USL and the
2375 USLPA, the System Arbitrator shall have exclusive jurisdiction to determine whether the
2376 System Arbitrator or the Impartial Arbitrator has jurisdiction to hear or resolve a
2377 particular dispute.

2378 B. Initiation. System Arbitrations may only be initiated by the USL or the USLPA.
2379 A System Arbitration must be initiated within one (1) year from the date of occurrence or
2380 non- occurrence of the events upon which the dispute is based, or within one (1) year
2381 from the date on which the facts of the matter became known or reasonably should have
2382 become known. Any claims for relief arising out of disputes eligible for System
2383 Arbitration shall be deemed waived if not filed within such timeframe.

2384 C. Filing/Notice. Neither the USL nor the USLPA may initiate a System Arbitration
2385 until and unless it has first discussed the matter with the other Party in an attempt to settle
2386 it. Either the USL or the USLPA may initiate a System Arbitration by providing notice to
2387 the other Party, with a copy of such written notice to be filed with the System Arbitrator.
2388 Notices given under this paragraph are required to be delivered to the adverse party and
2389 to the System Arbitrator: in writing, by e-mail, personal delivery, or nationally
2390 recognized overnight courier (with all fees prepaid) or certified or registered mail (in
2391 each case, return receipt requested, postage prepaid); and (ii) telephone (including
2392 voicemail) with the other party.

2393 D. Selection of Arbitrator. There will be one arbitrator, appointed jointly and
2394 confirmed in writing by the Parties, who shall serve for the duration of this Agreement
2395 (such individual, the “System Arbitrator”); provided, however, that between December 1
2396 and 15 of any year, either Party may discharge the System Arbitrator by serving written
2397 notice upon him or her and upon the other party. The Parties shall thereafter agree upon
2398 (and confirm in writing) a successor System Arbitrator within the following sixty (60)
2399 days or, failing such selection, the parties shall jointly request JAMS (or such other
2400 organization as the Parties may agree upon) to submit to the Parties a list of eleven (11)
2401 individuals, none of whom shall have, nor whose firm shall have, represented within the
2402 past five (5) years any professional athletes; agents or other representatives of
2403 professional athletes; labor organizations representing athletes; sports leagues, governing
2404 bodies, or their affiliates; sports teams or their affiliates; or owners in any professional
2405 sport, with a preference for (i) members of the National Academy of Arbitrators and/or
2406 (ii) individuals with experience in sports law. If the Parties cannot within seven (7) days
2407 from the receipt of such list agree to the identity of the System Arbitrator from among the
2408 names on such list, they shall return said list, with up to five (5) names deleted therefrom

2409 by each party, to JAMS (or such other organization as the Parties may have agreed upon),
2410 which shall identify the System Arbitrator from the remaining name(s) on the list. For
2411 avoidance of doubt, nothing in this Agreement prohibits the parties from appointing the
2412 same individual to act as both the Impartial Arbitrator and the System Arbitrator.

2413 E. Hearing. Upon receipt of the notice of the dispute, the System Arbitrator will set
2414 a hearing date mutually agreed to by the Parties. At the hearing, the parties to the System
2415 Arbitration will have the right to present, by testimony or otherwise, any evidence
2416 relevant to the dispute. In instances in which the parties agree that the material facts
2417 giving rise to the System Arbitration are not in dispute, the System Arbitrator shall have
2418 the authority to decide the merits of the case solely on the written submissions of the
2419 parties. The parties may agree to hold the hearing by telephone or video conference call.
2420 In-person hearings shall take place in a neutral location to be agreed upon by the Parties.

2421 F. Discovery. No later than twenty-one (21) days prior to the date set for any
2422 hearing (the “Discovery Deadline”), each party will submit to the other copies of all
2423 documents, reports, and records (including, for the avoidance of doubt, any witness
2424 testimony) relevant to the dispute or reasonably requested by the other Party. It is
2425 intended that witnesses appear (either by phone or in-person, as applicable) at the
2426 arbitration hearing. If a witness is unavailable, the party offering the witness shall notify
2427 the other party as soon as the unavailability of the witness is known. Witnesses may
2428 testify by videoconference. The record shall be closed at the end of the hearing unless the
2429 arbitrator orders the contrary.

2430 G. System Arbitrator’s Authority. The System Arbitrator shall make an award in
2431 light of the whole record and shall decide the case upon the weight of the evidence
2432 presented. The System Arbitrator shall interpret this Agreement and the SPA, and cannot
2433 add to, delete from, or modify this Agreement, the SPA, or any other applicable
2434 document. The decision of the System Arbitrator is binding upon the parties involved
2435 and the parties to this Agreement.

2436 H. Fees and Costs of System Arbitration. All costs and expenses incurred in
2437 connection with the Grievance process shall be borne by the party incurring such costs
2438 (including its own attorneys fees and costs and the costs and expenses of its witnesses
2439 and other representatives). The parties shall share equally any costs or fees of the System
2440 Arbitrator. The parties may agree to retain and share equally the costs of a stenographer
2441 to record the hearing transcript in advance of a hearing. If the parties do not agree jointly
2442 to retain a stenographer, any party desiring a stenographic record shall make
2443 arrangements directly with a stenographer and shall notify the Grievance Committee and
2444 the other party of such arrangements in advance of the Hearing. The requesting party
2445 shall pay the cost of the record. The transcript must be made available to the Grievance
2446 Committee and to the other party for inspection, even if one party does not agree to pay
2447 for the transcript. Any party wanting an interpreter shall make all arrangements directly
2448 with the interpreter and shall assume the costs of the service. Other incidental expenses
2449 not expressly provided for in this Article 25, such as hearing room rental fees, if any,
2450 mutually agreed to in advance shall be borne equally by the parties.

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Article 26. Interest and Penalties.

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A. Interest. Any Club which violates any of the following provisions shall pay the affected Player(s) interest on any late payments at the Federal post-judgment interest rate in effect at the time the payment was owed:

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1. Article 8.M.1 and Article 8.M.2 (regarding payments in the event of contraction);

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2. Article 8.P (regarding buyout payments);

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3. Article 12.F.8 (regarding reimbursement of travel expenses);

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4. Article 14.A (regarding reimbursement of moving expenses);

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5. Article 18.D.2 and Article 18.D.3 Article 18.D.2 and 3 (regarding minimum base compensation);

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6. Article 19.A (regarding *per diem* payments);

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7. Article 19.B (regarding reimbursement of out-of-pocket expenses); and

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8. Article 20.E (regarding medical payments).

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B. Penalties. Any Club which violates the following provisions, for which there is not an identifiable harm to an individual player, shall pay a fine according to the schedule below. Such fine shall be paid into a fund established by the Union for the exclusive purpose of providing scholarships to Players (or such other charitable purpose as the USLPA may designate from time to time with the consent of the USL, not to be unreasonably withheld).

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1. Article 13.A – \$100 per day in violation.

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2. Article 18.D.3 – \$75 per day in violation.

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Article 27. 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 28. 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, LLC (the “USL Championship”) 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 USL Championship/USLPA collective bargaining agreement (or to any other past, present or future agreement between USL Championship and the USLPA) or to any past, present, or future USL Championship agreements (including its standard player agreement) (collectively, “USL Championship 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 USL Championship Agreements, contracts or decisions referred to in Article 28.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 USL Championship, 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 29. 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 29 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 29, 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 30. Other

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

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

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

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

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

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

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Article 31. Notices

2557 Any notice to be given under the terms of this Agreement whose method is not otherwise
2558 specified herein shall be given in writing by hand-delivery, first-class prepaid mail, or
2559 email (with confirmation of transmission) (in each case, return receipt requested, postage
2560 prepaid), addressed as follows or to such other persons or addresses as the Parties may
2561 designate in writing from time to time:

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A. To the USL:

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USL League One

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1715 N. Westshore Blvd., Suite 825

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Tampa, FL 33607

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Attn: Legal

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Email: Legal@uslsoccer.com

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B. To a USL Club:

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To the attention of the individual at the address and email address set forth on a
2571 list to be furnished by the League to the USLPA in advance of each Season (and
2572 as may be amended in writing from time to time thereafter)

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C. To the USLPA:

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USL Players Association

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c/o Segal Roitman, LLP

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33 Harrison Ave., 7th Floor Boston, MA 02111 Attn: Mr. Paul Kelly

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Email: info@uslplayers.org

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With a copy to: pkelly@segalroitman.com

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Article 32. 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 33. Soccer Camps

2595 A. Restrictions on Competing Activities. Each Club has a substantial interest in
2596 promoting youth and other competitive or recreational soccer within its respective
2597 territory (defined, for purposes of this CBA, as the area within fifty (50) miles of its home
2598 stadium). Therefore, during the term of a Standard Player Agreement and, subject to the
2599 exceptions below, each Player agrees not to participate within the territory of any USL
2600 Club, in any fashion, with youth soccer clubs, soccer camps, or soccer clinics, or to
2601 engage in any related activity involving more than ten (10) players in any given day
2602 without the written consent of the Club in whose territory the activities are being
2603 conducted (which may be withheld in the reasonable discretion of the Club). The
2604 foregoing shall not limit a Player’s ability to continue activities in which he was involved
2605 prior to the effective date of his Standard Player Agreement; provided, however, that
2606 such activities: (i) do not detrimentally affect the Player’s ability to perform his other
2607 obligations under his Standard Player Agreement; (ii) do not take place in the territory of
2608 any USL Club (unless the Player obtains the consent of that USL Club, which consent
2609 will not be unreasonably withheld or delayed; provided, however, that a Club’s
2610 involvement in camps, clinics, or youth clubs provides a reasonable basis to withhold
2611 consent); and (iii) do not otherwise violate the terms of this Agreement or his SPA.

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B. Additional Soccer Camp Opportunities.

- 2613 1. A Player may be required to make Promotional Appearances at Soccer
2614 Camps (and, in each instance, the provisions of Article 12.F shall apply to
2615 all such Appearances). As used herein, a “Soccer Camp” means any
2616 soccer (i) camp, (ii) clinic, or (iii) club, in each case sponsored or
2617 conducted by a Club or its licensee under a bona fide arrangement, or in
2618 which the Club or its bona fide licensee has a material financial interest.
- 2619 2. Additional Soccer Camp work (including coaching or supervisory work or
2620 work outside the scope of what would be included in a Promotional
2621 Appearance) may be the subject of a separate written agreement between
2622 the Club and the Player (a copy of which must be provided to the USL),
2623 but shall not be included in or made a part of the Player’s Standard Player
2624 Agreement. Absent such a separate written contract, additional Soccer
2625 Camp work may only be made available to the Player by the Club on a
2626 voluntary basis.

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Article 34. 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 2022 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”).

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2665 3. The applicable reduction in a Player’s Salary may be applied by the
2666 Player’s Club to each payment that is due or becomes due to such Player following the
2667 14th day of the Hiatus Period (whether under the SPA that was in existence at the
2668 commencement of the Force Majeure Event or any subsequent SPA between the Player
2669 and the Club). Upon the conclusion of the Hiatus Period, the Players will again receive
2670 their unreduced Salary.

2671 4. For the avoidance of doubt, a Club shall continue to provide the housing
2672 (or housing assistance) and health insurance to each Player during the Hiatus Period as
2673 otherwise required by their respective SPAs (except in such circumstances that the Player
2674 requests in writing to no longer have such housing and/or health insurance provided).

2675 D. Compensation Upon Cancellation.

2676 1. *Prior to April 1.*

2677 (a) If a Force Majeure Event occurs and due (in whole or in part)
2678 thereto, (i) the League ultimately cancels a Season (or the
2679 remainder of a Season) on or prior to March 31 or (ii) a Club is
2680 removed from the schedule (or the remainder of the schedule) on
2681 or prior to March 31, the Club shall pay a Player his Hiatus Pay
2682 from the date of such cancellation or removal through May 15.

2683 (b) Thereafter, a Club shall have no further obligation to provide the
2684 Player any remaining Base Compensation or other benefits for
2685 such Season, other than for relocation at the conclusion of the
2686 Season (if such was specified in the player’s SPA).

2687 2. *On or After April 1.* If a Force Majeure Event occurs and due (in whole or
2688 in part) thereto, either:

2689 (a) the League ultimately cancels a Season (or the remainder of a
2690 Season) after March 31; or

2691 (b) the League concludes the Season prior to the later of (x) October 1
2692 and (y) the date that is 30 days prior to the date the championship
2693 match had otherwise been scheduled; or

2694 (c) a Club is removed from the schedule (or the remainder of the
2695 schedule) after March 31; then

2696 the Club shall pay a Player his Hiatus Pay for a period of forty-five (45)
2697 days following such cancellation/removal. Thereafter, a Club shall have
2698 no further obligation to provide the Player any remaining Base
2699 Compensation or other benefits for such Season, other than for relocation
2700 at the conclusion of the Season (if such was specified in the player’s SPA).
2701 Furthermore, any option to extend a Player’s SPA for the following season
2702 must be exercised within the same forty-five (45) day period; otherwise,

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2703 such option shall be deemed to have been declined.

2704 E. Club, League, Player Rights Cumulative. Exercising any rights pursuant to this
2705 Force Majeure provision will not cause the USLPA, the Players, the League or a Club to
2706 relinquish any rights it may otherwise have had under the CBA or a Standard Player
2707 Agreement (including, for example, a Club’s right to exercise options to extend a
2708 Player’s SPA for one or more additional Seasons, except as such exercise deadlines are
2709 modified by subsection D.2 above).

2710 F. Season Extension. In the event that, due (in whole or in part) to a Force Majeure
2711 Event, a Season was unable to be completed prior to November 30, the League may elect
2712 to extend the SPAs of Players on applicable Clubs through the conclusion of the Season,
2713 which the League may extend no later than December 31 of the applicable calendar year.
2714 For the avoidance of doubt, the Standard Compensation Period would also be extended,
2715 in accordance with Article 8 (which extends the Standard Compensation Period to cover
2716 any period of time during which the Player is actually required by the Club to report for
2717 work). The Parties shall negotiate in good faith over any other Force-Majeure related
2718 matters.

USL League One – Collective Bargaining Agreement

EXHIBIT A

Standard Player Agreement

Included on the following pages

STANDARD PLAYER AGREEMENT

League: USL League One (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. For avoidance of doubt, in accordance with Section 8.J.2 of the CBA, the Standard Compensation Period shall commence only once such permissions are obtained. Furthermore, 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. If the Club is unable to secure or maintain such permissions within ninety (90) days of the Effective Date, the Player may also terminate this SPA, upon notice to the Club, 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 (without 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 sixty percent (60%) 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 Section 13.a.ii below, 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.
 - ii. The Club and Player may agree (in Addendum G) to limit the Club's rights to loan, trade or transfer the Player to another club in the League without the Player's consent.
 - iii. In the event that this SPA is assigned to any other club in the League, (A) 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, and (B) the Player 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.
- 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 USL League One 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	\$ _____	_____	_____

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	\$ _____	_____	_____

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. Relocation – New Signing. If the Player is new to the Club then, in accordance with Article 14.J of the CBA, the Club shall reimburse the Player for up to seven hundred fifty dollars (\$750) of reasonable and necessary, documented relocation expenses incurred by Player in connection with signing this SPA (and his subsequent relocation to the Club's home city). If the Player is entitled to be reimbursed up to a higher amount, such entitlement is set forth below. Player acknowledges that such reimbursements (or payments made by the Club on the Player's behalf) may be treated as "income" to the Player (in accordance with Internal Revenue Service rules and regulations) and that there may be tax implications for the Player arising out of such payments.

J. Buyout. Section 12.d of this Agreement generally provides that the Club may unilaterally terminate this SPA, for any reason or no reason, for the following Season(s), provided that the Club pays the Player an amount equal to sixty percent (60%) of his base salary for each Guaranteed Contract Year remaining in this SPA (i.e., excluding any option terms). If the Player is entitled to any additional payments in connection with the Club's exercise of such buyout right, such payments are set forth below.

K. 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 USL League One, 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 G

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

Instructions: Section 13.a.i of the SPA generally permits the Club to loan, transfer, or trade the Player to another club in League One without having to obtain the Player’s consent. However, if the Club and Player have agreed that the Player’s consent is required for such loans, trades, or transfers, they must execute this Addendum G. Otherwise, this Addendum G may be left blank.

The Club and Player agree that Sections 13.a.i and 13.a.ii are deleted in their entirety and replaced with the following:

- i. 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, the Player shall be solely responsible for any relocation expenses incurred in connection with any such loan, transfer, assignment or sale.
- ii. Notwithstanding the above, the Player acknowledges that if this SPA is Performance-Based and is terminated prior to the Contract Guarantee Date, his SPA may nonetheless be assigned to (and assumed by) another League One club through the waiver-wire process set forth in Article 8.G.4 of the CBA.”

Player’s Signature

Date

Authorized Club Representative’s Signature

Date

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 USL League One, 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 League One – 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 League One (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 League One – 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 League One club (the “Transferring Club”) to another USL League One 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: [redacted] (the "Player")

Transferring Club: [redacted]

Receiving Club: [redacted]

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:

[redacted]

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:

[redacted]

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):

[redacted]

Transferring Club

Receiving Club

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Acknowledged by Player: _____

USL League One – 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 USL League One, 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 League One – 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 2022 (or prior) SPAs are to be modified in the event that (a) their 2023 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:

2022 Contract Terms: The SPA calls for the Player to be paid a salary of \$4,000/month, with variable payment start and payment end dates. The SPA does not include any housing obligations.

2023 Modification Process: In order to determine the expected compensation for 2023, 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 (\$4,000/month). The expected compensation of \$32,000 is then divided by 10 months, to come up with revised monthly compensation of \$3,200/month.

2023 Revised Contract Terms: The modified SPA now calls for the Player to be compensated \$3,200/month, with a payment start date of February 1 and a payment end date of November 30.

Example 2:

2022 Contract Terms: The SPA calls for the Player to be paid \$1,000/month and to be provided housing (valued at \$700/month), each from January 1 through December 31.

2023 Modification Process: The Compensation payable to the Player is \$1,700/month * 12 months = \$20,400. This amount would be divided by 10 months to determine his new monthly Compensation of \$2,040/month.

2023 Revised Contract Terms: The Player would be provided housing (valued at \$700/month) and a salary of \$1,340/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:

2022 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.

2023 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 \$2,000/month.

2023 Revised Contract Terms: The Player would be provided housing (valued at \$500) and a salary of \$1,500/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:

2022 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.

2023 Modification Process: In order to determine the expected compensation for 20223, 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.

2023 Revised Contract Terms: The modified SPA now calls for the Player to be compensated \$2,100/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 League One – 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
(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

USL League One – Collective Bargaining Agreement

EXHIBIT G

Rules Regarding Respect of Contract

(as of the Effective Date)

Included on the following pages



Anti-Tampering Policy – Players Under Contract

This policy sets forth the rules with respect to when a USL Championship or USL League One club may approach a player under contract with another USL Championship or USL League One club. As used herein, a USL Championship or USL League One club shall be referred to as a “Club”.

Background

The FIFA Regulations on the Status and Transfer of Players Article 18.3 (the “Regulation”) sets forth that:

- a. A club may not enter contract negotiations with a player at another club without first providing notice to that Club; and
- b. A player may only contract with another club if the contract with his present club has expired or is due to expire within six (6) months. In those instances, the player may contract with another club, provided the term of his new contract does not overlap with the term of his current contract.

Policy

1. Notification Process.

- a. In accordance with the notification requirements of the Regulation, a Club may not enter into contract negotiations with a player at another Club without first providing notice to that Club.
- b. This notification must be accomplished by completing and submitting the “Notice of Contact” form through TeamWorks (included on the following page).
- c. Once complete, the interested Club may then engage with the player.

2. Contracting with Players.

- a. In accordance with the Regulation, a Club may only contract with a player signed to another Club if the player is in the last six (6) months of his contract.
- b. A list of these players (denoted as the “*Free Agent List*”) is compiled and disseminated to the Clubs each Season. For avoidance of doubt, a player is not considered to be in the last six (6) months of his contract if he has option years remaining on his contract. A list of these players is also compiled and disseminated to the Clubs
- c. If a Club does contract with a player still under contract with another Club, the term of the new contract may not commence prior to December 1 (following the conclusion of the existing contract on November 30).
- d. A list of players whose contracts will expire unless their options are exercised is also provided to the Clubs (denoted as the “*Restricted FA List*”). However, this list is provided to the Clubs in order to help them evaluate potential opportunities—interested Clubs may not actually contract with players on this list until such time as their options are declined (or the current Club agrees to transfer the player).



Notice of Contact Form

The club identified below (the “Interested Club”) is interested in signing a player who is currently under contract with another USL Championship or USL League One club (identified below as the “Player” and “Current Club”, respectively). In accordance with the FIFA Regulations on the Status and Transfer of Players Article 18.3 and USL’s Anti-Tampering Policy, this form must be filled out, signed, and submitted by the Interested Club through TeamWorks in order to provide proper notice to the Current Club.

Player:

Current Club:

Interested Club:

Signed: _____

Name:

Title:

Date: