



## STANDARD PLAYER AGREEMENT

*This Agreement (“Agreement”) is made on and is effective as of the date (the later date, if signed on different dates) set forth on the signature page on page 14 of this Agreement (the “Signature Page”), by and between NATIONAL WOMEN’S SOCCER LEAGUE, LLC, a Delaware limited liability company (“NWSL”) and the Player whose name appears on the Signature Page under the heading “Player” (the “Player”).*

It is agreed as follows:

### 1. Definitions

In this Agreement:

- (a) “Collective Bargaining Agreement” or “CBA” means the contract between the NWSL and the National Women’s Soccer League Players Association (“NWSLPA”).
- (b) “Commercial Affiliates” means all NWSL and/or Team sponsors, NWSL and/or Team product/service companies, NWSL and/or Team suppliers, licensees or other entities granted a license by or on behalf of NWSL to use NWSL or Team trademarks or other commercial identification rights in connection with NWSL and/or the Teams.
- (c) “Commissioner” means any Commissioner or other designee as appointed by the NWSL Board of Governors.
- (d) “Embodiment” means any communication or embodiment of any Likeness of the Player, alone or together with other Players’ Likenesses, which is recognizable or identifiable, whether live, reproduced or simulated, still or moving, in audio, visual, audiovisual, and other forms, and no matter how stored, transmitted, distributed, or otherwise communicated to others, by any means or media now or hereafter known.
- (e) “FIFA” means the Federation Internationale de Football Association, the governing body for soccer internationally.
- (f) “League” shall mean the National Women’s Soccer League, a professional soccer league operating in the United States.
- (g) “League Season” means the period in any year commencing with the first date of Pre-Season and ending on the date of the NWSL championship game.
- (h) “Official Equipment Supplier” means such supplier or suppliers of NWSL as may change from time to time.
- (i) “Player Category” means the category ascribed to the Player in the Schedule.
- (j) “Player Likeness” means a Player’s: (i) name, nickname, initials; (ii) autograph / signature or facsimile thereof; (iii) voice; (iv) image, picture, video, photograph, portrait or performance (whether such image, picture video, photograph, portrait or performance is still, motion, video, digital, or any other medium now known or hereafter devised or developed; (v) likeness, including by or through any form of animation, digital likeness; (vi) identifiable features, marks, attributes and characteristics or any colorable imitation or adaptation thereof, including signature tattoos or body markings, signature actions/celebrations; (vii) to the extent they have rights therein, biographical data and/or (viii) individually identifiable biometric and performance data.
- (k) “Player Handbook” means the NWSL Player Handbook, a copy of which is either supplied to the Player with this Agreement or will be made available to the Player prior to the start of the next League Season following the date of this Agreement (as amended from time to time in its reasonable discretion and in accordance with the CBA).
- (l) “Player Sponsor Agreement” means any sponsorship or endorsement agreement relating to the Player in existence as of the date of this Agreement or subsequently entered into and disclosed in the Schedule (as updated by the Player).
- (m) “Promotional Rights” shall mean the right to promote, advertise and otherwise disseminate, by any means or media now or hereafter known, any Embodiments, created during the Term of this Agreement, for the promotion, marketing, or

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advertising of NWSL, any Team or the sport of professional soccer in general, during or after the Term of this Agreement consistent with the CBA and any Commercial Rights Agreement with the NWSLPA.

- (n) "Related Entity" means, when used in reference to NWSL or the Team Operator, (i) any individual, partnership, corporation, limited liability company, trust, estate or other entity (the "Entity") who directly or indirectly controls, is controlled by or is under common control with NWSL or the Team Operator, (ii) any Entity who is an officer, partner, member or trustee of, or serves in a similar capacity with respect to NWSL or the Team Operator, or for which NWSL or the Team Operator is an officer, partner, member or trustee or serves in a similar capacity, (iii) any Entity who directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of equity securities of NWSL or the Team Operator, or of which NWSL or the Team Operator directly or indirectly is the owner of ten percent (10%) or more of any class of equity securities, and (iv) any member of the close family (which shall include for the purposes of this Section 1(n) an individual's current spouse, parents, parents-in-law, grandparents, children, children-in-law, siblings and grandchildren, or a trust or estate, all of the beneficiaries of which consist of such individual or such related persons) of NWSL or the Team Operator.
- (o) "Schedule" means the schedule to this Agreement.
- (p) "Team" means the team in the League to which the Player is from time to time assigned, and, where appropriate, such Team shall be deemed to include a reference to the Team Operator of such Team.
- (q) "Team Operator" means the entity authorized by NWSL to operate the Team on its behalf
- (r) "Term of this Agreement" means the period commencing as of the Employment Commencement Date and ending on the Initial Termination Date, both of which are set forth in the Schedule to this Agreement, unless this Agreement is (i) terminated prior to that date pursuant to its terms, in which case "Term of this Agreement" shall mean the period commencing as of the date of this Agreement and ending on the date of such termination, or (ii) extended pursuant to Section 9 below and/or the Schedule to this Agreement in which case "Term of this

Agreement" shall mean the period commencing as of the date of this Agreement and ending on the final day of such extension.

- (s) "USSF" means the United States Soccer Federation, Inc.

## 2. Player's General Duties and Responsibilities

- (a) The Player's employment with NWSL shall be for the Term of this Agreement, as described above. While providing specific services to the NWSL/Team, the Player will be covered by workers' compensation insurance per the terms of the plan. During the Term of this Agreement, the Player shall have access to employee benefits for NWSL (including health insurance), per the terms of such plan(s) and consistent with the CBA.
- (b) During the Term of this Agreement, the Player shall owe the following general duties and responsibilities to NWSL: (i) the Player shall devote whatever time is necessary to perform their duties as a Player and promoter of soccer, the Team, and the NWSL as set forth in this Agreement. (ii) The Player shall at all times faithfully, diligently and competently, and to the best of the Player's ability, experience and talents, perform all of the duties that may be required of and from the Player pursuant to the terms of this Agreement; (iii) the Player shall report to the Team in good physical condition; (iv) the Player shall perform the Player's duties and responsibilities at such place or places and at such times as may be designated by NWSL or the Team. The Player recognizes and understands that the Player's services may be assigned to any Team in the League consistent with the CBA. Thus, the Player may be required to relocate within the United States or, if any Team is located there, Canada, in order to satisfactorily fulfill the Player's duties under this Agreement, consistent with the CBA. The Player will be notified to which Team they are initially assigned. In addition, the Player recognizes that the Team will compete nationally and may compete internationally. Thus, the Player may be required to engage in travel as may be required by NWSL, in order to satisfactorily fulfill the Player's duties under this Agreement. The Player agrees to undertake such travel as may be required by NWSL and agrees that the Player shall travel in accordance with NWSL's directions unless NWSL requests that the Player make the Player's own arrangements; (v) the Player shall be available and promptly report

Player Name:



for and fully participate in all of the training and practice sessions, meetings and games of the Team, and, if invited, the Player will practice and play for any NWSL All-Star Game (unless unable to do so due to injury); (vi) upon request by NWSL or the Team, and in accordance with the CBA, the Player shall participate in a reasonable number of professional or publicity activities of NWSL and/or the Team at reasonable places and at reasonable times to be notified by NWSL or the Team to the Player; (vii) in accordance with the CBA, the Player shall cooperate with television, radio, newspaper, magazine, internet and other news media representatives and participate in a reasonable number of interviews and cooperate with NWSL and the Team, separately and together, to be available for such news media photo sessions and interviews as may be required; and (viii) the Player shall upon request by NWSL or the Team, and in accordance with the CBA, (aa) participate in certain community service projects and programs and (bb) make personal appearances, including delivering talks and/or speeches, and/or taking part in skills demonstrations, all for the sole benefit of the development of soccer, the Team, the League and NWSL, or in connection with a Commercial Affiliate, consistent with the CBA.

- (c) At all times during the Term of this Agreement the Player shall: (i) not play soccer for any team other than the Player's Team except with the prior written consent of NWSL, unless otherwise expressly permitted under the CBA; (ii) maintain a high level of physical and mental conditioning and competitive skills, not engage in alcohol abuse, not use illegal drugs or other harmful substances and comply with any NWSL Substance Abuse Policy, and generally develop and maintain a physical and mental readiness necessary to play for the Team; (iii) serve as spokesperson for soccer, the Team, the League and NWSL when reasonably requested by NWSL to do so; (iv) comport and conduct themselves at all times, both on and off the field, to a high standard of honesty, fair play and sportsmanship and in a manner befitting their position as a representative and promoter of soccer, the Team, NWSL and the League and comply with all applicable laws; and (v) refrain from conduct which is detrimental to the best interests of the Team or of NWSL.

- (d) No Hazardous Activities. The Player and NWSL acknowledge and agree that the Player's participation in other sports or activities may

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impair or destroy their ability and skill as a soccer player. Absent the express consent of the NWSL, which shall not be unreasonably withheld, Player is forbidden from engaging in activities that may involve significant risk of personal injury or illness, including but not limited to:

- i. sports endangering health or safety (including but not limited to boxing, wrestling, motorcycling, moped-riding, auto-racing, skydiving, cliff-diving, hot-air ballooning, hang-gliding, and any other extreme sport);
- ii. any competitive game (that is, other than a casual pickup game) or exhibition of soccer;
- iii. any game or exhibition of basketball, football, baseball, hockey, lacrosse, rugby, or other athletic sport;
- iv. failure to follow medical protocols.

Should injury or illness affecting Player's ability to play soccer result from Player's breach of this clause, the Player's right to compensation from the NWSL shall terminate immediately, with no further rights or remedies due to the Player.

Nothing in this Section shall be intended to require the Player to obtain written consent to participate as an amateur in the sport of golf, tennis, handball, swimming, hiking, or softball. Nothing contained in this Section shall be construed to prevent Player from conditioning in the off-season, including but not limited to, playing non-professional, non-competitive outdoor or indoor soccer or futsal. NWSL shall not unreasonably withhold consent for any Player seeking to play soccer for or in connection with non-competitive charity or alumni events, provided that no more than five (5) Players participate in any single event. Moreover, no NWSL and/or Team branding shall be used in connection with any such event.

### 3. Compensation, Expenses and Other Benefits

- (a) Unless otherwise terminated or set forth in this Agreement, during the Term of this Agreement, the Player shall receive the compensation set forth on the Schedule.
- (b) NWSL's obligation to make any payments or provide any benefits shall be suspended for any period during which the Player is prevented from



entering or working in the United States or any other country in which the Team is located because of immigration laws, regulations or rulings or has not received appropriate clearances from FIFA or any relevant governing body, unless such a situation has arisen as a result of NWSL's negligent action or inaction and the making of such payments would not be prohibited by law.

- (c) The Player shall not be entitled to receive any payments or other benefits from NWSL or the Team Operator, or a Related Entity of either of them, whether directly or indirectly, except those provided in this Agreement or in the CBA or as otherwise expressly approved in writing by NWSL.
- (d) The Commissioner may suspend and/or fine the Player or terminate this Agreement if the Commissioner determines that the Player's total compensation is not completely and accurately set forth in this Agreement and/or the Player accepts any compensation from NWSL or the Team Operator, or a Related Entity of either of them, other than as set forth in this Agreement or in accordance with the CBA.

#### 4. Term and Termination

- (a) The Player may terminate this Agreement upon fourteen (14) days' written notice via email to NWSL (with copy to the General Manager of the applicable Team), and the NWSLPA if (i) NWSL defaults in its obligation to pay any compensation in excess of three hundred dollars (\$300) owed to the Player in this Agreement or fails to perform any other material obligation agreed to be performed by NWSL in this Agreement; and (ii) NWSL fails to substantially remedy such default within fourteen (14) days.

The Player agrees that the Player shall have no right to terminate this Agreement prior to the conclusion of the Term of this Agreement (as defined in Section 1 above) other than as expressly set forth in this Agreement, by mutual written agreement with NWSL, or consistent with the CBA. The Player and NWSL agree that it is the specific intent of both parties that this Agreement remains valid and enforceable during its entire term (including any extension thereto pursuant to Section 9 below and/or the Schedule).

- (b) The Player further agrees that they hereby waive any right they may have pursuant to FIFA

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Regulations on the Status and Transfer of Players (including without limitation the Application Regulations referenced therein) (the "Regulations") to unilaterally breach or terminate this Agreement pursuant to such Regulations (including without limitation any right they may have to terminate this Agreement for sporting just cause) prior to the conclusion of the Term of this Agreement (as defined in Section 1 above).

- (c) To the extent not in conflict with the CBA, NWSL may terminate this Agreement at any time upon twenty- four (24) hours' written notice to the Player, for any of the following reasons:
  - if the Player fails to comport and conduct themselves, at all times, in a manner reasonably befitting their position as an employee of NWSL, a member of the Team and as a spokesperson for and representative of the Team, NWSL and the sport of soccer; if the Player engages in alcohol or drug abuse or uses alcohol or drugs in a manner which interferes with the performance of their duties for NWSL or the Team or is in contravention of any NWSL Substance Abuse Policy; (iii) if the Player engages in a course of deliberate insubordination or a single egregious act of insubordination; (iv) if the Player fails to maintain a level of physical and mental condition reasonably appropriate for a professional athlete, or refuses or fails to submit to medical evaluation in accordance with this Agreement and the CBA or to medical treatment recommended in accordance with the procedures set forth in Section 12 of this Agreement; (v) if the Player (aa) fails, refuses or neglects to render their services under this Agreement or in any other manner materially breaches this Agreement and (bb) fails to remedy such breach within three (3) days of NWSL's written notice to the Player of such breach or is in breach on multiple occasions; or (vi) if pursuant to the Player Handbook, NWSL is entitled to terminate Players for violations of reasonable rules. If the Player refuses or fails to submit to a medical evaluation under this Agreement and consistent with the CBA or to medical treatment recommended in accordance with the procedures set forth in Section 12 of this Agreement and consistent with the CBA or fails, refuses or neglects to render their services under this Agreement at any time during the Term of this Agreement, NWSL may, in its sole and absolute discretion, in accordance with this Agreement to the extent consistent with the CBA (x) terminate this Agreement; and/or (y) fine and/or suspend the Player with or without pay.



- (d) Without limitation to the other provisions of this Agreement regarding termination, where the Player's Category is Semi-Guaranteed, NWSL may terminate this Agreement and in accordance with the CBA if the Player fails, in the sole and absolute discretion of NWSL, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of the Team's active roster. In making this determination, NWSL may, but shall not be bound to, consider amongst other things the level of remuneration of the Player as compared to other Players in the League or players whom NWSL intends or wishes to sign and any applicable roster and/or budget guidelines of NWSL and the Team. If NWSL has not so terminated this Agreement prior to the Roster Freeze Date of the end of the Regular Season, whichever occurs sooner in the applicable League Year, it may not be terminated in that League Year. Nothing in this Section shall limit the NWSL and/or Team from terminating a Semi-Guaranteed SPA prior to the end of its term unless the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player's employment as an NWSL Player.
- (e) Where the Player's Category is Guaranteed, as indicated on the Schedule, this Agreement shall not be terminated by NWSL prior to the end of its term because of the quality of the Player's on-field performance or the fact that the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player's employment as an NWSL Player. Nothing in this Section prevents the NWSL and/or the Player's Team from terminating a Semi-Guaranteed SPA prior to the end of the Agreement for any reason other than Player's on-field performance or the fact that Player is not fit to play or train as a direct result of an injury sustained during the course and scope of Player's employment as an NWSL Player. Additionally, Agreements set to expire at the end of that calendar year may be terminated as part of the end of season waiver process and will be paid through the end of that calendar year.
- (f) Upon any termination of this Agreement by either the Player or NWSL, all obligations of NWSL to the Player, including without limitation any obligation to pay any amounts to the Player shall cease on the effective date of termination, except as expressly stated in the CBA.
- (g) If NWSL terminates this Agreement for any reason(s), including for misconduct other than

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gross misconduct, and the individual is no longer employed by the NWSL, the Player shall become eligible to elect continuation coverage under COBRA, in accordance with applicable law. Except as provided in the CBA, the former Player shall be responsible for payment of the COBRA premium.

## 5. Trades, Loans and Transfers

- (a) The Player may be required to relocate to any Team in the League as directed by NWSL, and consistent with the CBA.
- (b) NWSL shall have the right during the Term of this Agreement to loan the Player's services or at any time to transfer, assign and/or sell the rights to the Player's services to any professional soccer team or league outside of NWSL provided that the Player consents to any such loan, transfer, assignment, or sale.
- (c) NWSL and the Player agree that any loan, transfer, assignment or sale of NWSL's rights to the Player's services shall only be made in accordance with all applicable rules and regulations of FIFA and any relevant governing body provided such rules and regulations do not conflict with any provisions or remedies set forth in this Agreement (including the Schedule) or Illinois state law, including but not limited to NWSL's right to seek relief (whether injunctive or otherwise) as set forth in Section 13 below, and the CBA, or other applicable federal or state law. In the event such conflict does exist, the provision or remedies set forth in this Agreement (including the Schedule) and Illinois state law shall prevail, unless inconsistent with the CBA.
- (d) A copy of the relevant FIFA rules and regulations is available from NWSL upon request.

## 6. Notices

Except as provided in Section 13(b)(iv), any and all notices given or required to be given pursuant to this Agreement shall be sent by personal delivery, email or by overnight mail and shall conclusively be deemed to have been received on the date such notice is delivered at the address specified below (or such other address as may be specified in writing by the parties hereto) if personally delivered or if sent by overnight mail, or in the case of email, on the same day if sent prior to 5 p.m. local time for the recipient on a business



day, or on the next business day following the date on which it was emailed, if sent after 5 p.m. local time for the intended recipient:

If to NWSL, at:

800 W. Huron, 4W  
Chicago, IL 60642  
Notice@nwslsoccer.com

Attention: Director of Player Affairs

With a copy to: General Counsel

If to the Player, at the address set forth under the Player's name, or the name of the Player's agent or lawyer below or such other address as shall have been notified to NWSL in writing in accordance with this Section.

All notices sent to either the NWSL and/or the Player in connection with the SPA shall also provide written copy to the NWSLPA, at NWSL Players Association

77 Central Ave. Suite E  
Asheville, NC 28801  
meghann.burke@nwslplayers.com

Attention: Executive Director

#### **7. Video/Digital Images, Pictures, Likenesses, Endorsements and Promotions**

- (a) Consistent with the CBA, the NWSL recognizes that Players have authorized the NWSLPA to act as their exclusive worldwide agent for group licensing. The NWSL agrees that neither it nor any of its Teams shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring such rights, or interfere with any Player's conveyance of such rights, except as otherwise explicitly agreed to between NWSLPA (or any of its affiliates) and the NWSL (or any of its affiliates). Group Rights consist of the use of four (4) or more NWSL Player Likenesses, including in a series of individual Players or in a group context. When exercising Group Rights, Players shall be featured in relatively equal prominence.
- (b) The Player agrees that during the Term of this Agreement, NWSL and the Team shall have the right to create or have created Embodiments, individually and/or as part of a group, including at or in connection with any training, games

Player Name:

(including Player features for game broadcasts), promotional activities, and/or other League or Team related activities. The Player also agrees to be available during the Term of this Agreement, individually or with other Players on their Team or in NWSL, to have Embodiments created at such reasonable times and places as NWSL or the Team shall designate. The Player agrees NWSL and/or the Team shall have Promotional Rights with respect to any Embodiments. All rights, including but not limited to copyright, worldwide in any Embodiments shall belong to NWSL. All rights in the Embodiments and all Promotional Rights with respect to such Embodiments shall be exclusive, irrevocable and survive the expiration or termination of the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated).

- (c) The Player acknowledges that NWSL may further sub-license or assign all rights granted or assigned to NWSL in this Section 7 without Player's further approval or consent. The Player further understands and agrees that at the conclusion of the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated), NWSL and its sub-licensees and/or assignees shall continue to have Game Rights (as defined below), the Promotional Rights and the other rights granted herein except as limited by the CBA or a Commercial Rights Agreement with the NWSLPA; such rights granted to NWSL and/or the Team shall be irrevocable and shall survive the expiration or termination of the Term of this Agreement.
- (d) As set forth above in Section (a), the Player grants and assigns to the NWSLPA, for its use or further assignment or licensing, the exclusive rights to their Player Likeness consistent with the CBA and any Commercial Rights Agreement between the NWSLPA and the NWSL.
- (e) The Player agrees that they shall not: (i) use the name or logo of the Team, the League or NWSL for any purpose unless they shall have received the prior written consent and approval of NWSL (which may be withheld in NWSL's sole and absolute discretion); or (ii) unless they shall have received the prior written consent and approval of NWSL (which may be withheld in NWSL's 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 Player Likeness, (aa) in which



Player appears, either alone or with others, in any official NWSL attire or Team uniform, in any attire which closely resembles or is substantially similar to any official NWSL attire or Team uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either NWSL or any Team, or (bb) in which they appear together with two (2) or more other members of the Team or NWSL Players in which the Player and the other members, either directly or indirectly, identify themselves as members of the Team or NWSL, regardless of their attire, or (cc) in which they either directly or indirectly identify themselves as a member of the Team or NWSL.

The Player further agrees that they shall not take any actions or allow any actions to be taken which violate the spirit of subsection (d) above.

The Player agrees that, except as specified in Paragraph 9(f), they shall wear and/or display only such clothing, equipment and other personal items as are endorsed by NWSL or the Team (and shall promptly obey and comply with any and all other guidelines and directives hereinafter issued by NWSL or the Team regarding apparel and/or equipment, permitted or not permitted to be worn or utilized by members of the Team), at Team games, practices or training camps, at clinics or other events sponsored or arranged by the Team or NWSL, at all Player appearances, and/or while traveling with the Team.

- (f) 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 Team's Official Equipment Supplier, except for goalkeeper's gloves and footwear.
- (g) Subject to the terms of this Agreement, the Player may enter into any endorsement agreements and may make commercial appearances and may be sponsored by any entity, whether for pay or value-in-kind, on behalf of himself or any third party; provided, however, that the Player shall not make any such endorsement, commercial appearance or sponsorship which NWSL determines, in its reasonable discretion, would be detrimental to or inconsistent with (i) the development of soccer in the United States or (ii) the reputation, integrity or image of NWSL or the Team. The Player acknowledges, however, that they may not enter into any contracts or other arrangements for endorsements, commercial appearances or

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sponsorships which would be inconsistent with or impose restrictions on NWSL's or the Team's right to require the Player to have their picture taken or Embodiment created for any of the purposes set forth in sub- paragraphs (a) or (c) above or (h) below. The Player further acknowledges that all such contracts or other arrangements for endorsements, commercial appearances or sponsorships must be disclosed to NWSL on Exhibit 1 of the Schedule, to be promptly updated by the Player from time to time as necessary.

- (h) The Player agrees that NWSL shall have the exclusive, irrevocable right, during and after the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated) to use, distribute, and/or license, worldwide in any and all media now or hereafter known, the Embodiments created by or for NWSL of any performance by or activity of the Player, including during any NWSL or Team-related activities, training and/or games (including any features containing the Player during any broadcast), in which Player is associated with or bears any marks, logos or identification of NWSL or a Team, by any means of distribution or other communication, audio and/or visual, including but not limited to home video devices, broadcast, telecast or other transmission or communication (such as, but not limited to radio, satellite radio, television, pay television, cable television, satellite television, internet, microwave or telephone, and any form of cassette, cartridge, laser disc, CD, DVD or other system, or any other means of distribution, whether known or unknown, presently existing or hereafter developed), together with any and all advertising and promotion, in any and all media now or hereafter known, relating thereto ("Game Rights"). After the Term of this Agreement the Player agrees that NWSL shall continue to have the rights set forth herein.

## 8. WARNING, WAIVER, AND RELEASE

- (a) Player acknowledges that soccer is an activity in which injuries can occur. Player understands and acknowledges that there are risks of personal injury inherent in participating in soccer try- outs, training, testing, and competition, and that Player risks death and personal injury, including but not limited to: concussions, COVID-19 (and/or its variants) exposure or illness, paralysis, sprains, fractures, muscle tears or strains, dislocations, or



dismemberment, while participating in these activities. Player expressly and voluntarily assumes all risk vis-a-vis the Released Parties (as defined in Subsection (b), below) of death and personal injury sustained while participating in try-outs, training, testing, and competition, including the risk of active or passive negligence and hidden, latent, or obvious defects in any of the facilities or equipment used, other than gross negligence or willful or wanton misconduct of any of the Released Parties (as defined in Subsection (b) below).

- (b) Player, for Player's self and on behalf of their heirs, assigns, and next of kin, hereby releases, forever discharges, holds harmless, and promises not to sue NWSL or any member Team, their respective officers, directors, members, officials, agents, or employees ("Released Parties") with respect to any and all liabilities, claims, demands, or causes of action, whether known or unknown ("Claims") arising out of any participation in any try-out, training, testing, or competition at the request of or while providing services to the NWSL or Team, except that which is the result of gross negligence and/or willful or wanton misconduct. **PLAYER AGREES THAT THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, ALL CLAIMS ARISING OUT OF THE ACTIVE OR PASSIVE NEGLIGENCE, AND HIDDEN, LATENT, OR OBVIOUS DEFECTS IN ANY OF THE FACILITIES OR EQUIPMENT USED, OTHER THAN GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT, OF THE RELEASED PARTIES.**

It is further understood that nothing contained in this release shall constitute a waiver of any workers' compensation

## 9. Extension of This Agreement

- (a) Unless the Schedule to this Agreement or the CBA contains any contrary provision regarding any option for NWSL to extend the Term of this Agreement, then this Section shall govern any extension of the Term of this Agreement by NWSL. NWSL shall have the option, in its sole and absolute discretion, to extend the Term of this Agreement for one (1) additional year. If NWSL desires to exercise such option, NWSL shall send written notice to the Player of such desire no later than thirty (30) days from the end of the relevant

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League Season. If such notice is so sent, the Agreement shall automatically be extended on the terms contained in this Agreement.

- (b) If the Schedule to this Agreement or the CBA contains any contrary provision regarding the option for NWSL to extend the Term of this Agreement, the terms of the Schedule and the CBA shall govern any such extension.

## 10. Representations and Warranties

- (a) The Player represents and warrants as follows: (i) that they are not obligated to play soccer in or for any other league or team during the Term of this Agreement other than the League or the Team or the Player's national team; (ii) unless expressly and specifically otherwise provided in this Agreement or the CBA, that by virtue of this Agreement NWSL owns their international registration and their playing rights, and that neither the Player nor any third party has any rights therein or will attempt to assert any rights therein against NWSL; (iii) that they are free to enter into this Agreement and that their doing so does not violate any other agreements to which they may be a party; (iv) that they do not and will not, either directly or indirectly, own any stock or hold any other ownership or financial interest in NWSL or any Team Operator, or a Related Entity of either of them; (v) that by signing this Agreement they understand and accept that they are waiving any remaining National Collegiate Athletic Association eligibility or college scholarship or grant they might otherwise have; (vi) that they have and shall maintain a valid passport and are able to undertake such international travel as may be required pursuant to this Agreement; (vii) that, other than as set forth in the Schedule, they know of no physical or mental conditions that could impair their ability to play skilled professional soccer during the Term of this Agreement and they have not knowingly concealed any such conditions; (viii) that, other than Player Sponsor Agreements, they are not a party to any agreement which would require them to wear or in any way endorse any product or would prevent them from wearing or endorsing any other product; (ix) that they have not breached any previous Standard Player Agreement with NWSL, in particular but without limitation, in connection with the provisions governing endorsement contracts; and (x) that their date of birth as it appears on the Signature Page is true and correct.





- (b) NWSL represents and warrants that it is free to enter into this Agreement and that doing so does not violate any other agreement to which it may be a party.
- (c) The warranting party will indemnify, defend, and hold the other party harmless of and from any claims, actions, demands, losses, costs, expenses, liabilities, penalties, and damages in the event its representations and warranties set forth in this Section are in any way materially inaccurate, and the warrantee will use reasonable efforts to mitigate any loss suffered by it.

## 11. Rules, Regulations and Discipline

- (a) The Player shall promptly obey and comply with all rules and regulations set forth in the Player Handbook as in existence from time to time and shall be subject to the disciplinary provisions of such rules and regulations, which may include the suspension for one or more pay periods or termination of this Agreement.
- (b) The Player expressly acknowledges NWSL's and the Team's right to initiate discipline, including suspensions (with or without pay) and the imposition of fines, in accordance with the provisions of the Player Handbook and their respective rules, regulations, bylaws, and orders, and the CBA.
- (c) NWSL shall deduct from any amounts due under Section 3 any fines or penalties levied against the Player by NWSL and/or the Team unless the amount of a fine or penalty exceeds \$250 and is under appeal in accordance with the Grievance Procedure set forth in the CBA.
- (d) NWSL's obligation to make any payments or provide any benefits may be suspended or this Agreement terminated if the Player is, or has been found to be, convicted of, or pleads nolo contendere to a felony.
- (e) Without limitation to sub-Sections (a) to (d) above, the Player specifically acknowledges that if: (i) they (or any person or entity acting in association with them) receive any payment, in cash or in kind, from or enter into any agreement with, the Team Operator or a Related Entity of the Team Operator or a third party acting in association with the Team Operator involving any consideration to be paid or made available (directly or indirectly) to the Player; or (ii) they (or

Player Name:

any person or entity acting in association with them) is involved in any attempt to fix, throw or affect the outcome or course of any NWSL game; or (iii) they (or any person or entity acting in association with them) give or offer to give a bribe or gamble on the outcome of any NWSL game or any other organized soccer game; or (iv) they fail to report to NWSL or the Team any attempt by any person to give or receive a bribe or to fix, throw or improperly affect the outcome or course of any game; or (v) they make statements or engage in conduct which in the Commissioner's reasonable opinion is grossly prejudicial to the best interests of the Team, NWSL, soccer or the League; or (vi) they are in breach of Section 4(c) of this Agreement, they shall be subject to discipline by NWSL and/or the Team in accordance with the provisions of this Agreement and in accordance with the CBA which may include, but shall not be limited to, fines, suspension (with or without pay) or termination of this Agreement, consistent with the terms of the CBA.

## 12. Physical Condition, Medical Examinations, Injuries and Drug Testing

- (a) The Player agrees to notify the Team's coach, trainer or physician of any illness, injury or other medical condition contracted or suffered by them which may impair or otherwise affect, either immediately or over time, their ability to play skilled professional soccer.
- (b) Prior to the start of the Player's participation in each League Season with NWSL, the Player shall submit to a Pre- Competition Medical Assessment in accordance with the CBA, complete medical and physical examination by a physician designated by NWSL or the Team and shall answer completely and truthfully all questions asked of them with respect to their physical and mental condition. Any disputes over the Player's fitness to play shall be governed by the procedures specified in the CBA. If pursuant to the CBA it is determined that the Player is not fit to play, NWSL shall have the option to either (i) accept the Player as is; and/or (ii) fine and/or suspend the Player with or without pay to the extent consistent with the CBA; and/or (iii) terminate this Agreement without further obligation upon either party to the extent consistent with the CBA.
- (c) In addition to the provisions of sub- Section (b) above, the Player agrees to submit, on reasonable dates and times, to such reasonable additional



medical examinations as may be requested by NWSL or the Team, and approved by NWSL, and not inconsistent with the CBA. The Player may request additional opinions consistent with the CBA. Nevertheless, the Player shall be in breach of this Agreement if they fail to submit to treatment recommended by a qualified medical specialist within a reasonable period of time following the injury or the first recommendation of treatment, unless inconsistent with any applicable second opinion under the CBA.

- (d) Unless otherwise payable to the Player pursuant to NWSL's workers' compensation insurance, if any, or otherwise, should the Player be injured (including aggravation of a pre-existing injury) in the performance of their duties under this Agreement during the Term of this Agreement, NWSL shall be responsible (via health insurance or otherwise) for payment of the Player's hospitalization and medical expenses incurred as a result of the injury to the extent provided in the CBA.
- (e) If the Player is injured (including aggravation of a pre-existing injury) during the Term of this Agreement in the performance of their duties under this Agreement, and the injury is such as to render them unfit to play skilled soccer for all or any part of the current League Season, NWSL shall while such an injury persists continue to pay the Player the amount and benefits set forth on the Schedule pursuant to sub-Section 3(a) above, less any workers' compensation benefits payable to the Player.
- (f) Any remuneration payable by NWSL to the Player under this Agreement shall be reduced by the amount of any monies payable to the Player under NWSL's workers' compensation insurance or disability insurance (excluding any award for permanent disability).
- (g) If the Player is unavailable for any reason other than injury as set forth in sub- Section (e) above, or as otherwise provided in the CBA, NWSL shall not be obligated to pay the Player any amounts or make available any benefits under this Agreement pending the Player's availability to play, unless otherwise required by the CBA or unless NWSL determines, in its sole discretion to continue compensation and/or benefits.
- (h) The Player hereby consents to be subject to: (i) drug testing conducted in accordance with any

Player Name:

NWSL Substance Abuse Policy; (ii) drug testing conducted pursuant to any drug testing agreement between the United States or Canada, or the U.S. or Canadian Olympic Committees, and one or more other countries, or the respective appropriate representatives thereof, and to the penalties set forth in any such agreement; and (iii) drug testing conducted at the request of FIFA, the USSF, the Canada Soccer Association ("CSA"), or NWSL in accordance with the provisions of the Player Handbook and the rules and regulations of FIFA, the USSF, and the CSA, and the penalties incident thereto.

- (i) The Player shall, if requested to do so by the physician designated by NWSL or the Team, release their prior medical records so that such physician may properly examine, diagnose, and treat the Player. In addition, the Player agrees to the release of their medical records (including entrance and exit physicals, as well as any information gained by the Team physician during the course of their employment) to other NWSL and/or Team physicians, officials, and to the workers' compensation insurance company of NWSL, unless otherwise constrained by the CBA.

### 13. Player's Unique Skill and Breach of Agreement

- (a) The Player represents and agrees that they have extraordinary and unique skill and ability as a soccer player, that the services to be rendered by them under this Agreement cannot be replaced or the loss thereof adequately compensated for in monetary damages, and that any breach by the Player of this Agreement will cause irreparable injury to NWSL and to its assignees. In addition, the Player understands and acknowledges that failing to report to training, games, appearances, and/or demonstrations for a non-medical reason ("Holding Out") constitutes a breach of this Agreement and is extremely disruptive to the operation of the League. Therefore, it is agreed that in the event that the Player is, during the Term of this Agreement, Holding Out or playing, attempting or threatening to play, or negotiating for the purpose of playing for any other person, firm, corporation, team or organization, without the prior written consent of NWSL, then NWSL and its assignees (in addition to any other remedies that may be available to them under the law) shall have the right, in its sole and absolute discretion, either to (i) obtain from any court having jurisdiction, such equitable relief as may be appropriate, including but not limited to a decree



enjoining the Player from any further such breach of this Agreement, and from playing soccer for any other person, firm, corporation or organization during the Term of this Agreement without posting a bond or other security or proving actual damages, or (ii) utilize the expedited arbitration mechanism provided in sub- Section (b) below. In any suit or arbitration brought to seek such relief pursuant to sub-Section (i) or (ii) herein, the Player hereby waives their right, if any, to trial by jury. The Player further agrees that they hereby waive any right they may have pursuant to the FIFA Regulations on the Status and Transfer of Players (including without limitation the Application Regulations referenced therein) to unilaterally breach or terminate this Agreement pursuant to such Regulations (including without limitation any right they may have to so breach or terminate this Agreement for sporting just cause or otherwise).

- (b) If the Player in violation of this Agreement breaches this Agreement by Holding Out or by playing, attempting to play or threatening to play for any other soccer team other than the Team, NWSL shall, at its sole election, be entitled, in lieu of proceeding in court or proceeding through FIFA, to an expedited arbitration to resolve the dispute as follows: (i) NWSL shall make a written demand for arbitration to the Judicial Arbitration and Mediation Service (“JAMS”) and shall notify the Player of its demand pursuant to Section 15 of this Agreement. (ii) The JAMS shall appoint an arbitrator and convene a hearing at the earliest possible time, but in no event later than seventy-two (72) hours after its receipt of the demand for arbitration. The Player and NWSL agree to cooperate with the JAMS in the appointment of an arbitrator. If the Player and NWSL cannot agree on the arbitrator within forty-eight (48) hours after the demand for arbitration is filed, the JAMS shall appoint the arbitrator. No discovery shall be permitted. In the event the JAMS is unable to appoint an arbitrator and convene a hearing within the seventy-two (72) hour time period, NWSL shall have the right (in its sole and absolute discretion) to seek such equitable relief as may be appropriate including, but not limited to, an injunction, preliminary injunction and/or temporary restraining order from any court having jurisdiction. (iii) The arbitration shall be confidential and shall take place in Chicago, Illinois, and the mechanism for bearing expenses of attending shall be decided upon by the arbitrator. (iv) NWSL shall notify the Player

Player Name:

and/or their agent, if any, in writing of the demand for an expedited arbitration as well as of the time and place for the hearing as soon as practicable. (v) The failure of any party to attend the hearing as scheduled shall not delay it, and the arbitrator shall proceed to take evidence and issue an award as though such party were present. (vi) The formal rules of evidence shall not apply, and all relevant evidence shall be admitted at the hearing. (vii) The arbitrator shall issue a decision as soon as possible, but in no event more than twenty-four (24) hours after the hearing has been completed. (viii) If the arbitrator finds that the Player has breached the Agreement, the arbitrator shall order that the Player not play, attempt to play, or threaten to play soccer for any team other than the Team. (ix) The decision of the arbitrator shall be final and binding on the parties and may be immediately entered as a judgment in any court of competent jurisdiction and/or notified to FIFA. (x) The prevailing party in any such expedited arbitration shall be awarded their or its costs, including attorneys’ fees. In addition, in any action to confirm the arbitrator’s award the Player shall not advance any counterclaim or right to set-off whatsoever.

- (c) The Player and NWSL understand and agree that once a judgment has been entered pursuant to this Section 13, such judgment may be immediately taken by either party to the relevant FIFA body or tribunal to be entered and enforced.
- (d) NWSLPA reserves the right to seek intervention in any of the above proceedings and, if it does, NWSL shall not oppose any such intervention by NWSLPA.

#### 14. Dispute Resolution

- (a) Except for an action brought pursuant to the provisions of Section 13 above, the parties agree that disputes relating to or arising out of this Agreement shall be subject to the Grievance Procedure set forth in the CBA in accordance with the terms of that Article.
- (b) The Player and NWSL hereby expressly waive all rights to bring for resolution on the merits any claim, action, dispute or grievance to any FIFA body or tribunal, including any right(s) either may have pursuant to the FIFA Regulations on the Status and Transfer of Players (including without limitation those pursuant to Article VIII). The Player and NWSL agree that once a judgment has been rendered pursuant to the Grievance



Procedure referenced in sub-Section (a), either party may immediately take such judgment to the relevant FIFA body or tribunal to be entered and enforced.

- (c) The Player and NWSL further agree that if either of them brings an action in any court of law or other forum to rule on, or enforce rights under, this Agreement or rights under any federal or state statute (including any rule or regulation promulgated thereunder), other than as expressly contemplated in the Agreement and the Player Handbook, such action shall be barred to the fullest extent possible as a result of the exclusive remedy provided in sub- Section (a) above.

## 15. General Matters

- (a) In any case where a term in the Schedule directly contradicts any term contained in the body of this Agreement, the term in the Schedule shall prevail, and nothing contained in the body of this Agreement shall be taken to override the terms of the Schedule.
- (b) The Player hereby agrees that the following provisions in the FIFA Regulations on the Status and Transfer of Players (including the Application Regulations referenced therein) shall not apply to this Agreement as follows: (i) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Article 18, Paragraph 2. The Player agrees and understands that this Agreement shall be for the term set forth herein (which may be for less than one (1) year and/or longer than five (5) years, and which shall include any extensions thereto pursuant to Section 5 above and/or the Schedule and be consistent with applicable provisions of the CBA). (ii) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Articles 13, 16 and 17. The Player agrees that they hereby waive any right they may have pursuant to Chapter IV, Articles 13, 16 and 17 of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement prior to the conclusion of the Term of the Agreement (as defined in Section 1 above). (iii) Chapter IV. Maintenance of Contractual Stability between Professionals and Clubs, Article 15. The Player agrees that they hereby waive any right they may have pursuant to Chapter IV, Article 15 of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement for sporting just cause. (iv) Chapter VIII. Jurisdiction, Articles 22, 23, 24 and 25. The

Player Name:

Player agrees that the sole and exclusive dispute resolution procedures available for resolving any disputes between themselves and NWSL and/or any Team are as set forth in Sections 13 and 14 of this Agreement and in the CBA. The Player therefore hereby waives any right to bring for resolution on the merits any claim, action, dispute or grievance to any FIFA body or tribunal including any right(s) they may have pursuant to Chapter VIII, Articles 22, 23, 24 and 25 of the FIFA Regulations on the Status and Transfer of Players. As set forth in Sections 13 and 14 above, the Player understands and agrees that once a judgment has been rendered pursuant to the Grievance Procedure provided for in such Sections, either NWSL or the Player may immediately take such judgment to the relevant FIFA body or tribunal to be entered and enforced.

- (c) This Agreement shall be construed as a whole in accordance with its fair meaning and the laws of Illinois. The parties agree that in the event there is a conflict between the terms of this Agreement and the rules, regulations and/or guidelines of FIFA, the terms of this Agreement shall prevail. The parties further agree that in the event a provision in this Agreement is consistent and/or legal pursuant to Illinois law but is inconsistent with or in contravention of a rule, reputation and/or guideline of FIFA, Illinois law shall prevail, and the provision shall be deemed valid and enforceable. Finally, the parties agree that the language of this Agreement shall be construed neutrally and without regard for which party drafted the Agreement.
- (d) This Agreement and its terms shall remain private and confidential among NWSL, the Player, the Team, the NWSLPA, and USSF, except that individual Players may discuss their compensation and benefits. Otherwise, each party agrees that it will not release or discuss this Agreement or its terms with anyone other than the Player's agent or attorney, or the accountants or attorneys of the relevant party, without the prior written consent of the other party, unless required to do so by law.
- (e) Any amendment to this Agreement must be in writing specifically referring to this Agreement and signed by duly authorized representatives of all the parties to this Agreement. The Player expressly acknowledges that no promises or commitments have been made other than those set forth in this Agreement and in the CBA.



- (f) The Player and NWSL hereby understand, acknowledge, and agree that, during the Term of this Agreement, the Player is employed by NWSL for the services as set forth herein.
- (g) If any provision of this Agreement is determined to be invalid or unenforceable, the court or arbitrator making such determination shall have the authority to modify the provision to the extent necessary to make it valid or enforceable and the provision (as so modified) and the remaining provisions of this Agreement shall be enforced in the accordance with their terms, unless otherwise prescribed in the CBA.
- (h) The Player shall be made available upon request to the USSF, CSA or their national association for international games, FIFA and CONCACAF tournaments, and Olympic Games competition, including preparation, qualification, and final tournament games in accordance with FIFA rules and USSF bylaws.
- (i) Except as otherwise set forth herein, the failure of NWSL to assert or enforce any of its rights under this Agreement shall not be construed as a waiver of NWSL's right to subsequently assert or enforce any of its rights under this Agreement or any other Standard Player Agreement currently in effect or to which NWSL in the future becomes a party.
- (j) The Player acknowledges and agrees, by signing this Agreement below, that they have received and read in full the terms of this NWSL Standard Player Agreement and are in agreement with them.
- (k) To the extent any of the terms of this SPA, including the Schedule and any other attachments hereto, conflict in any manner whatsoever with the CBA, the terms of the CBA shall govern, irrespective of whether the CBA is specifically mentioned in a particular Section or not. The parties agree that PDF or facsimile signatures shall have the same effect as original signatures.

Signature Page Follows

Player Name:



**SIGNATURE PAGE**

**PLAYER**

Player Name: \_\_\_\_\_  
*(Print)*

Date of Birth: \_\_\_\_\_  
*(Month Day, Year)*

Street Address: \_\_\_\_\_  
*(Street) (City) (State, Country) (Zip)*

Player Telephone: \_\_\_\_\_

Player Email: \_\_\_\_\_

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**AGENT OR LAWYER OF PLAYER (If none, indicate N/A below)**

Agent Name: \_\_\_\_\_  
*(Print)*

Agent Telephone: \_\_\_\_\_

Agent Email: \_\_\_\_\_

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**PLAYER SIGNATURE:**

\_\_\_\_\_

\_\_\_\_\_ Date

**NATIONAL WOMEN'S SOCCER LEAGUE, LLC SIGNATURE:**

\_\_\_\_\_  
William Ordower  
Chief Operating Officer

\_\_\_\_\_ Date