

AS APPROVED BY
LBA BOARD
12TH OF JUNE 2018
VALID AS OF 1ST JULY 2018

THE REGULATIONS OF THE LATVIAN BASKETBALL ASSOCIATION [LBA] ON THE USE OF AGENT SERVICES

In accordance with Article 133 of Chapter IV, Book 3 of the Official Regulations of the International Basketball Federation (hereinafter – FIBA) any national federation has the right to establish its own regulations governing the activities of players' agents within the jurisdiction of the respective federation. These regulations of the Latvian Basketball Association (hereinafter – LBA) are prepared in accordance with the FIBA documents regulating the activities of players, clubs and agents.

In accordance with the FIBA Regulations, all national federations should ensure the transfer of each player from the jurisdiction of one federation to another only through the agents licensed by FIBA. Besides, FIBA has also made it possible for the national federations to establish its own regulations governing the activities of FIBA agents, including a sanction system applicable to the players and clubs when they use services of such persons, which do not have FIBA agent licenses.

The Latvian Basketball Association, based on the possibility established by FIBA, hereby accepts the regulations governing the activities of the agents within the territory of the Republic of Latvia.

I. CONCEPTS AND TERMS

- FIBA** – the International Basketball Federation;
- LBA** – the Latvian Basketball Association;
- Agent** – a person licensed by FIBA who holds a valid Agent's license issued by FIBA and who acts as the official representative of the Player, Club or Coach, upon entering into the Contracts or helping the Player, Club or Coach to enter into the Contracts regarding sporting activities, as well as upon fulfilling this contract;
- Player** – an adult or a minor physical person who plays basketball;
- Coach** – a physical person who works as a basketball coach of the teams participating in the competitions organized by LBA;
- Club** – a basketball team and its organizational system that participates in the competitions organized by LBA;
- League** – a structural unit of LBA which organizes the Latvian Championships;
- LBA Board** - a LBA management institution whose competence is defined in the LBA Articles of Association and other local regulations;

International transfer – the transfer of a Player and/or a Coach from one Club under the jurisdiction of one National Federation to another Club under the jurisdiction of another National Federation;

National Transfer – the transfer of a Player and/or a Coach from one Club under LBA jurisdiction to another Club under LBA jurisdiction;

National Federation – a basketball federation which is a member of FIBA;

Contract – a contract entered into between the Player and the Club and/or the Coach and the Club regarding sporting activities and/or methodological and/or practical basketball training services;

FIBA Official Regulations – a document accepted by FIBA governing the procedure and process of organizing basketball competitions throughout the world;

Regulations – these regulations together with all amendments approved by the LBA Board regarding the activity of the basketball agents.

II. FIBA AGENT'S LICENCE AND REGISTRATION FOR THE OPERATION WITHIN THE TERRITORY OF LATVIA

1. A player who needs a representative, by concluding and/or under the Contract, shall use only the services of a FIBA licensed Agent.

2. A Club who has the need and necessity to use the services of an Agent shall only use the services of the FIBA licensed Agent, when concluding a Contract or representing its interests while negotiating with Players.

3. If a Player and/or a Coach does/do not have an Agent, the Club shall be entitled to enter into the Contract with the Player and/or the Coach without the help of mediators.

4. Players, Coaches and Clubs are not permitted to use the services of persons who are not Agents.

5. The procedure of issuing the Agent's licence, its validity, as well as the procedure of examination and cancellation of the Agent's licence shall be governed by the FIBA Regulations.

6. The persons who have employment and/or service contract relations with FIBA, LBA, Club, League, National Federation or who have a public or official position or any other position in the above organizations, as well as the Coaches and Players are not permitted to be the Agents and to carry out the activities of the Agent.

7. Physical persons may not operate as agents if they do not have the Agent's licence or if it has expired.

8. Any Agent wishing to carry out his professional activity in the territory of Latvia should be registered with the LBA Agent Register. In order to register, the Agent shall submit to LBA a written free-form application and a copy of the FIBA agent's licence by sending the scanned documents to the e-mail address lbs@lbs.lv or by a registered letter to the LBA registered office at Ieriku (*Ieriķu*) Street 3, Riga, LV-1084.

9. LBA shall examine the written application submitted by the Agent no longer than within 7 days. The Agent may start its operation in the territory of Latvia only after the registration with the LBA Agent Register.

10. LBA shall register the respective Agent for the operation in the territory of Latvia unless it finds out that this person has violated or is violating (pending investigation) the FIBA Regulations governing the activities of the Agents and/or these regulations, and/or the Criminal Law of Latvia.

11. If the Agent, who is not registered with LBA, carries out or organizes actual activities of the Agent in the territory of Latvia using other persons, LBA shall immediately notify the respective Agent on the necessity to register with LBA within 14 days. If the Agent disregards this warning and continues its activity in the territory of Latvia, LBA shall be obligated to address FIBA immediately and to request the cancellation of the validity of the respective Agent's licence. Besides, LBA shall be entitled to suspend the registration for the operation in the territory of Latvia for those Agents who are being used to organize unregistered Agents in Latvia sanction the clubs who are using unregistered agents.

III. RIGHTS OF AGENTS

1. The Agents shall have the following rights:

1.1. to approach any Player who does not have another Agent, i.e. who has not entered into a representation contract with the Agent (a Player can be represented by one Agent only at the same time);

1.2. to represent any Player or Club requesting him to negotiate and/or enter into a Contract on behalf of the Player or Club;

1.3. to manage the personal affairs of any Player who requests him to do so.

2. The Agent shall be entitled to represent a Player or manage his personal affairs on the basis of a written representation contract. The Agent, upon the request of the third party, shall present a valid representation contract or a power of attorney.

3. The representation contract between an Agent and/or a Club may not exceed a period of 2 (two) years, however such a contract may be renewed through a separate document signed by both parties.

IV. DUTIES OF AGENTS

1. The Agents shall have the following duties:

1.1. to act in accordance with the FIBA and LBA documents regulating Agent's operations and with the laws and regulations of the Republic of Latvia;

1.2. to represent a Player or a Club on the basis of a written contract;

1.3. to ensure that every transaction in which the Agent is involved complies with the FIBA Regulations;

1.4. to accept remuneration for the services provided only from the Player or the Club to which he is contractually linked with, unless authorised in writing by his client to act otherwise. Remuneration may not exceed 10 % (ten per cent) of the value of the Contract;

1.5. to comply with the standard format of the representation contract between the Agent and the Player specified by FIBA; upon the failure to comply with the format of the representation contract between the Agent and the Player specified by FIBA, the minimum requirements specified in the standard format of the FIBA representation contract shall be complied with regarding the representation contract between the Agent and the Player;

1.6. to ensure the compliance of the provisions of the Contract with the FIBA Regulations;

1.7. upon entering into the representation contract with a Player of a Club, to request to disclose any pending or threatened litigation under a previous Agent contract;

1.8. to inform the Player on the FIBA Official Regulations, particularly on those which refer to the Player's status and International Transfers, Agents, anti-doping regulations and consequences of match-fixing;

1.9. to inform the Player that any obligations under the previous representation contract have to be fulfilled;

1.10. to represent a Player or a Club in good faith and honestly, defending the lawful interests of his client; the Agent shall inform his client of all activities undertaken on behalf of the client;

1.11. to harmonize the terms and conditions of the Contract with the client and to inform the client on his rights and duties, particularly on such as remuneration, obligations, regulations, responsibility, etc.;

1.12. to ensure that the Player personally signs the Contract which has been negotiated by the Agent on behalf of the Player;

1.13. upon performing his duties, to maintain an accessible office premises, phone number, e-mail address or other means of communication deemed necessary for providing high-quality Agent services;

1.14. before entering into a Contract between an Agent and a Player or a Club, to submit to the Player or the Club documents confirming the rights of the Agent to operate as the Agent;

1.15. to carry out other duties of the Agent specified in the FIBA Official Regulations.

2. The following limitations shall be set for the Agents upon carrying out their duties:

2.1. never to approach the Player who is under a valid Contract with the Club so as to persuade him to break the Contract or not to adhere to the provisions contained in the Contract;

2.2. never to approach the Player who is under a valid representation contract with another Agent so as to persuade him to break the valid representation contract signed between the Player and the Agent or not to adhere to its provisions;

- 2.3. not to engage in any acts of unfair competition;
- 2.4. while under the Contract, not to represent the Club and the Player at the same time;
- 2.5. never to approach the Players under the age of 18 (eighteen) during camps or tournaments, unless the management of the particular player's basketball school or player's coach is informed in written in advance and unless there is a written consent of Player's lawful representatives;
- 2.6. not to provide knowingly wrong, misleading or false information to Players or Clubs, or the third parties;
- 2.7. not to request and/or accept from the Club financial or other remuneration for the Player, except for that which is due to him for the services provided under the contract entered into between the Agent and the Club or the Player, or the Coach;
- 2.8. not to offer to the Player, the Club or the Coach to break the Contract if it is related to improper fulfilment or non-fulfilment of the obligations of the other party to the Contract which are related only to the Agent and his activity;
- 2.9. not to carry out any other activities related to breaking of a valid Contract before the term without a written consent of the represented Player and Club;
- 2.10. not to establish liability to the represented Player or Club if the other party to the Contract fails to fulfil its obligations which are related only to the activity of the Agent.

V. SANCTIONS

1. LBA shall not be entitled to sanction the activity of the third persons if they carry out Agent's functions and/or act in the name of an Agent without having a valid Agent's licence (also in cases when the Agent's licence has expired) and/or having a licence which is not registered with the LBA Agents Register.
2. LBA acknowledges sanctions specified in the FIBA Official Regulations regarding the Players and Clubs which use services of the third parties if such third parties carry out Agent's functions and/or act in the name of an Agent without having a valid Agent's licence (also in cases when the Agent's licence has expired) and/or having a licence which is not registered with the LBA Agents Register. LBA shall immediately notify the FIBA Secretary General on the violation of this provision.
3. In accordance with Article 164 of Chapter IV, Book 3 of the FIBA Official Regulations, in the event the Player uses the services of the third parties when such third parties carry out the Agent's functions and/or act in the name of an Agent without having a valid Agent's licence (also in cases when the Agent's licence has expired), FIBA shall be entitled through the Secretary General to apply the following sanctions:
 - 3.1. a public warning or reprimand;
 - 3.2. a fine stipulated in Article 3-303 of the FIBA Official Regulations, i.e.:
 - If the Agent fails to carry out his duties and functions under the FIBA licence; - up to 50,000 CHF*;
 - the Player who uses the third party services when such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired; - up to 50,000 CHF*

- the Club who negotiates with the third parties instead of the player himself or the Agent when such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired; - up to 100,000 CHF*

* CHF – Swiss frank

3.3. the Player is prohibited from obtaining International Transfers.

FIBA shall be entitled to apply several sanctions at the same time.

4. In accordance with Article 167, Chapter IV, Book 3 of the FIBA Official Regulations if the Club uses the third party services and such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired, FIBA shall be entitled through the FIBA Secretary General to apply the following sanctions:

4.1. a public warning or reprimand;

4.2. a penalty specified in Article 3-303 of the FIBA Official Regulations, i.e.:

- if the Agent fails to carry out his duties and functions under the FIBA licence; - up to 50,000 CHF;

- the Player who uses the third party services if such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired; - up to 50,000 CHF;

- the Club who negotiates with the third parties instead of the player himself or the Agent if such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired; - up to 100,000 CHF;

4.3. prohibition to the Club from carrying out International and/or National Transfers;

4.4. the Club is banned from all national and/or international activity.

5. In case the Agent violates provisions stated in these Regulations and/or FIBA Regulations regarding the Agent's duties, the LBA Board shall be obligated to apply the following sanctions individually or cumulatively:

5.1. a penalty specified in Article 3-303 of the FIBA Official Regulations, i.e.:

- if the Agent fails to carry out his duties and functions under the FIBA licence - up to 50,000 CHF;

5.2. the Agent is not allowed to carry out any activity within the territory of the National Federation jurisdiction;

5.3. Imposed penalty may be appealed to FIBA Appeals Panel.

6. LBA, while retaining the right to impose additional sanctions on the Players and Clubs in accordance with the FIBA Official Regulations, hereby states that, upon receiving the information of a Player or a Club which uses, used, could use and used services of the third parties when such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired (whether for remuneration or not), LBA shall initiate an investigation carried out by the persons authorized by LBA. The investigation shall be carried out as long as sufficient data are obtained that the action referred to in this paragraph has taken place, could take place or such an action

did not take place, but no more than 6 months from the moment of finding it out. LBA does not initiate an investigation if the third party can present to LBA a written authorization of the Licensed Agent regarding its representation in general or in a specific case.

7. Once sufficient data are collected regarding the fact that the Player or the Club uses, used, could use and used services of the third parties when such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired (whether for remuneration or not), the persons authorized by LBA hand over the information collected to the LBA Board. Upon receiving the information collected, the LBA Board shall take a decision.

8. After finding that the Player and/or the Club used, could use and used services of the third parties when such third parties carry out the Agent's functions, act as the Agents, act in the name of the Agents, without having the Agent's licence or the Agent's licence has expired (whether for remuneration or not), the LBS Board shall be entitled to recommend the following additional sanctions:

8.1. a public warning or reprimand and/or

8.2. exclusion from the LBA Member Register/LBL which is to be applied only to the Club.

9. The LBA Board shall be entitled to apply several sanctions for one violation.

10. The sanctions applied by the LBA Board shall not deprive FIBA of the right to apply the sanctions specified in the FIBA Regulations to the Player or the Club according to the individual procedure.

In case of violating this procedure, LBA shall be obligated to notify FIBA of the violation committed.

VI. FINAL PROVISIONS

1. After receiving the Agent's license, after the expiry of the Agent's license, as well as in case the Agent terminates the activity without extending the Agent's license or the Agent's license is cancelled, the Agent has to notify LBA within 7 calendar days from the moment the respective fact set in.

2. All disputes arising from the application of these Regulations shall be settled by the LBA Board. The decisions taken may be appealed to FIBA Appeals Panel.

3. LBA shall be entitled to inform FIBA on the unacceptable activity carried out by the Agent and/or the Player and/or the Club, on the violation of these Regulations or the FIBA Official Regulations.

4. Having received FIBA harmonization, these Regulations shall come into effect when approved by the LBA Board.

*Approved by FIBA on 11th of June 2018

LBA Board members:

V.Voins /signature/

G.Šēnhofs /signature/

E.Jaunups /signature/

G.Blumbergs /signature/

Ž.Tikmers /signature/

L.Bemhens /signature/