

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
PROFESSIONAL WOMEN'S HOCKEY LEAGUE  
AND  
PROFESSIONAL WOMEN'S HOCKEY LEAGUE PLAYERS ASSOCIATION

August 1, 2023 through July 31, 2031

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## ARTICLE 1 RECOGNITION

The Professional Women’s Hockey League (the “**PWHL**” or “**League**”) recognizes the Professional Women’s Hockey League Players Association (the “**PWHLPA**”) as the exclusive collective bargaining representative with regard to the terms and conditions of employment for all persons employed by the PWHL as professional hockey players who have a current Standard Player Agreement (“**Player(s)**”), and those who may become Players during the Term of this Agreement. The PWHL and the PWHLPA agree that such persons and the PWHL may, on an individual basis, bargain with respect to and agree upon the provisions of Standard Player Agreements consistent with this Agreement.

## ARTICLE 2 DURATION

The “**Term**” of this Agreement shall become effective as of August 1, 2023 and shall continue in full force and effect through July 31, 2031, and from year to year thereafter unless either party notifies the other party, in writing at least sixty (60) days prior to the expiration date of the current or extended Term, of its intent to terminate or modify the Agreement.

## ARTICLE 3 DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings given to them below:

- (a) “**Agreement**” or “**CBA**” shall mean this Collective Bargaining Agreement in effect between the PWHL and the PWHLPA.
- (b) “**All-Stars**” shall have the meaning set forth in **Article 23**.
- (c) “**All-Star Events**” shall have the meaning set forth in **Article 23**.
- (d) “**All-Star Game**” or “**ASG**” shall mean a hockey exhibition game, or multiple games played on the same date in the same location, hosted by the League that showcases the League’s star players.
- (e) “**Benefits Cap**” shall have the meaning set forth in **Section 9.12**.
- (f) “**Biometric Data**” shall mean data or information collected relating to a Player’s physical, physiological, biological, and/or behavioral characteristics that can be used to uniquely identify or authenticate a Player, including, but not limited to, heart rate, heart rate variability, skin temperature, respiratory rate, blood oxygen, hydration, lactate, and glucose levels, and any derivative information of the foregoing. Biometric Data does not include Performance Data, identifiable biographic data, features, marks, attributes, or characteristics, or any colorable imitation or adaptation thereof, including height, body markings, or actions.
- (g) “**Close Family**” shall mean a spouse or partner, parent, sibling, grandparent, child, and/or grandchild.

- (h) **“Commercial Appearance”** shall have the meaning set forth in **Section 22.4**.
- (i) **“Concussion Protocol”** shall have the meaning set forth in **Section 16.1**.
- (j) **“Council”** shall have the meaning set forth in **Section 19.1**.
- (k) **“Force Majeure Event”** shall have the meaning set forth in **Article 28**.
- (l) **“Grievance”** shall have the meaning set forth in **Section 18.1**.
- (m) **“Grievance Committee”** shall have the meaning set forth in **Section 18.4(b)**.
- (n) **“Hearing Officer”** shall have the meaning set forth in **Section 18.3(c)**.
- (o) **“Hockey Operations Officer”** shall mean the person holding the office of the Hockey Operations Officer of the PWHL, as appointed by the PWHL Board of Governors.
- (p) **“Impartial Arbitrator”** shall have the meaning set forth in **Section 18.4(d)**.
- (q) **“Injury”** shall mean physical harm or damage sustained by the Player.
- (r) **“In-Season Break”** shall have the meaning set forth in **Section 10.6**.
- (s) **“League”** or **“PWHL”** shall have the meaning set forth in **Article 1**.
- (t) **“League Entities”** shall mean, collectively, the PWHL, its affiliated entities, and the Teams.
- (u) **“League Marks”** shall mean the names, nicknames, slogans, emblems, logotypes, insignias, designs, artwork, trophies, uniforms, uniform designs, helmet designs, trademarks, trade names, service marks, trade dress, mascots (including all names and designs thereof), and stadium names and designs, that at any time were or are owned, applied to be registered or registered, controlled, cleared for use by, or on behalf of, or licensed by, any of the League Entities.
- (v) **“League Season”** or **“Season”** shall mean the period commencing with the Pre-Season Start Date and ending on the date of the final Playoff Game.

(w) **“League Year”** shall mean the period that begins the day after the final Playoff Game in a League Season and continues through the day of the final Playoff Game in the following League Season; provided, however, that the inaugural League Year will begin on the first day of the inaugural training camp.

(x) **“Likeness”** shall mean an individual’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 or digital likeness; (vi) identifiable features, marks, attributes, and characteristics, or any colorable imitation or adaptation thereof, including height, body markings (to the extent they have rights therein), actions, and celebrations; (vii) to the extent they have rights therein, biographical data; (viii) Performance Data; and/or (ix) other right of publicity characteristics.

(y) **“Medical Director”** shall mean the physician whose services are secured by the PWHL and whose primary responsibility is to advise the PWHL on health and safety issues.

(z) **“National Team”** shall mean the selected group of Players who represent a national association or federation internationally, rather than a particular PWHL Team.

(aa) **“Notice of Appeal”** shall have the meaning set forth in **Section 18.3(b)**.

(bb) **“Off-Season”** shall mean the period that begins the day after the final Playoff Game in a League Season and continues until the date prior to the Pre-Season Start Date.

(cc) **“Panel Physician”** shall have the meaning set forth in **Section 11.4(c)**.

(dd) **“PCMA”** shall have the meaning set forth in **Section 11.1**.

(ee) **“Per Diem”** shall mean pay provided to a Player for meals in accordance with **Section 8.5**.

(ff) **“Performance Data”** shall mean data related to a Player’s physical abilities, skills, and movement, including, but not limited to, distance skated, shot velocity, endurance, strength, reaction time, accuracy, agility, routes, acceleration, deceleration, change of direction, and any derivative information.

(gg) **“Person”** shall mean any individual, partnership, corporation, limited liability company, trust, estate, or other entity.



(hh) “**Player(s)**” shall have the meaning set forth in **Article 1**.

(ii) “**Player-Agent**” shall mean an agent designated by a player to assist in the negotiation of such player’s salary and/or additional benefits, in accordance with **Section 7.2**.

(jj) “**Player Showcase Game**” shall mean any non-Pre-Season Game, non-Regular Season Game, or non-Playoff Game between two (2) Teams, or between a Team and a non-PWHL team, which is broadcasted, promoted, and/or generates revenue. For the avoidance of doubt, the All-Star Game shall not be deemed a Player Showcase Game.

(kk) “**Playoff Game(s)**” shall mean games scheduled by the PWHL during the Post-Season (*i.e.*, after the Regular Season) to determine the season champion.

(ll) “**Post-Season**” shall mean the period of the League Season following the conclusion of the Regular Season that includes the Playoff Games.

(mm) “**Pre-Season**” shall mean the period of the League Season from the Pre-Season Start Date until the Roster Compliance Date in which Teams engage in practices, scrimmages, and exhibition games prior to and in preparation for the Regular Season.

(nn) “**Pre-Season Game(s)**” shall mean games between two (2) Teams scheduled by the PWHL during the Pre-Season.

(oo) “**Pre-Season Start Date**” shall mean the date on which the Pre-Season commences.

(pp) “**Promotional Appearance**” shall have the meaning set forth in **Section 22.2**.

(qq) “**Promotional Materials**” shall mean materials (e.g., advertisements, signage, giveaway items) utilizing the Likeness of a Player(s) that are to be used for the promotion of any or all of the League Entities, any or all of the PWHL Games, and/or the sport of hockey.

(rr) “**Promotional Rights**” shall have the meaning set forth in **Section 21.1**.

(ss) “**PWHL Game**” shall mean any All-Star Game, Pre-Season Game, Regular Season Game, Playoff Game, Player Showcase Game, and any League-sanctioned tournament game or scrimmage.

(tt) “**PWHL Service Year**” shall mean what a Player is credited with at the end of the League Season if they are on the Roster of a Team in the PWHL at any time during that League Season.

(uu) “**PWHLPA**” shall have the meaning set forth in **Article 1**.

(vv) “**Regular Season**” shall mean the period between the Pre-Season and the Post-Season.

(ww) “**Regular Season Game(s)**” shall mean games between Teams scheduled by the PWHL during the Regular Season.

(xx) “**Retirement Plan**” shall have the meaning set forth in **Section 9.6**.

(yy) “**Road Trip**” shall mean any travel by the Player(s) of a Team outside of their Team’s city for a game, training, promotional work, or any other PWHL business.

(zz) “**Roster**” shall mean the list of Players whose rights are currently assigned to a Team and who entered into an SPA with the PWHL.

(aaa) “**Roster Compliance Date**” shall mean the date in which a Team’s Roster must meet all applicable rules.

(bbb) “**Roster Freeze Date**” shall mean the date after which Teams may no longer waive Players or add Players to their Roster (except for (1) Players to fill the position of goalie, (2) players replacing those performing for the National Team, or (3) Players returning from or replacing those on the Short-Term Injury List or Season-Ending Injury List).

(ccc) “**Salary**” shall mean the annual base compensation paid to a Player, excluding bonuses and other incentive compensation and benefits.

(ddd) “**Season-Ending Injury List**” shall mean a record of a Team’s Players who are unable to return during the remainder of the League Season due to a medical condition, except as otherwise permitted by League policy.

(eee) “**Short-Term Injury List**” shall mean a record of a Team’s Players who are unable to play for any period of time less than the remainder of the League Season due to a medical condition, except as otherwise permitted by League Policy.

(fff) “**Short-Term SPA**” shall mean (i) ten-day SPAs, and (ii) any additional categories of short-term SPAs recognized in accordance with **Section 7.7(c)**.

(ggg) “**Standard Player Agreement**” or “**SPA**” shall mean the employment agreement entered into by and between the PWHL and any bargaining unit member represented by the PWHLPA. A sample Standard Player Agreement is attached hereto as Exhibit 1 and incorporated herein by this reference.

(hhh) “**Team**” shall mean a women’s hockey team participating in the PWHL. Where appropriate, such term shall be deemed to include a reference to the Team Operator.

(iii) “**Team Operator**” shall mean any entity authorized by the PWHL to operate the Team, either on behalf of the PWHL or such other Person to whom the PWHL has granted such rights. For the avoidance of doubt, the PWHL may designate itself, or any of its Related Entities, as a Team Operator.

(jjj) “**Term**” shall have the meaning set forth in **Article 2**.

(kkk) “**Time Off**” shall have the meaning set forth in **Section 10.1**.

(lll) “**Workers’ Compensation Policy**” shall mean the PWHL’s workers’ compensation policy.

#### **ARTICLE 4 UNION ACCESS**

PWHLPA representatives shall be given access to all arenas, locker rooms, and other facilities utilized during the Pre-Season, Regular Season, Post-Season, and during any Player Showcase Games to hold meetings with the Players of each Team, provided that an authorized representative of the League or Team has approved the arrangements for any meeting occurring on League or Team property. Such approval shall not be unreasonably withheld. It is understood and agreed, however, that no such meetings shall take place during regularly scheduled Team practices or training. Additionally, such meetings shall only take place on a game day under exigent circumstances and with the approval of the PWHL.

#### **ARTICLE 5 UNION SECURITY**

**Section 5.1. Membership:** Every Player has the option of joining or not joining the PWHLPA; provided, however, that as a condition of employment for the duration of this Agreement and wherever and whenever legal (in accordance with applicable right to work laws):

(a) Any Player who is or later becomes a member in good standing, as defined in the PWHLPA bylaws, must maintain their membership in good standing in the PWHLPA; and

(b) Any Player who is not a member in good standing of the PWHLPA must, on the later of the thirtieth (30th) day following the ratification of this Agreement or the beginning of the Player’s employment with the PWHL, pay, pursuant to **Section 5.2**, below, an annual fee in the same amount as the periodic dues, wherever lawful.

**Section 5.2. Check-Off:** The PWHL will deduct, monthly, from the salary (base compensation) of each Player who voluntarily authorizes and directs such deduction in accordance with this **Article 2**, an amount equal to the periodic dues and any assessments of the PWHLPA. The PWHLPA shall advise the PWHL in writing as to the amount of periodic dues, and any changes thereto, at least thirty (30) days in advance of the effective date of the amount to

be deducted. The PWHL shall forward the check-off monies to the PWHLPA monthly by electronic transfer, with a ledger identifying the sources of the monies, within five (5) business days of each monthly deduction. Each dues check-off authorization by a Player shall be in writing and the PWHLPA shall advise the PWHL of the revocation of any authorization.

**Section 5.3. Enforcement:** If a Player in a non-right to work state has not paid dues, or the equivalent service fee in violation of **Section 5.1**, above, the PWHLPA may notify the PWHL and will raise the matter for discussion with the Player. If there is no resolution of the matter within seven (7) days, then, upon written request of the PWHLPA, the Player(s) shall be terminated.

**Section 5.4. Indemnification:** The PWHLPA shall indemnify, defend, and hold harmless the PWHL from and against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by the PWHL for the purpose of complying with the foregoing provisions.

## ARTICLE 6 MANAGEMENT RIGHTS

**Section 6.1.** Except as limited elsewhere by an express provision of this Agreement or by operation of law, the PWHL maintains and reserves the right to manage and direct its operations in any manner whatsoever, including, but not limited to, the exclusive direction and control of its Teams. The PWHL further has and maintains the exclusive right to take any action it deems appropriate in the management of its business, at any time, including, but not limited to, the exclusive right to determine when, where, how, and under what circumstances it wishes to operate, suspend, discontinue, sell, locate, or move one or more of its Teams or any or all of its other assets and to determine the manner and the rules by which the Teams and the Players shall play hockey.

**Section 6.2.** Without limiting the generality of **Section 6.1**, above, the PWHL may take any action not in conflict with any express provision of this Agreement, any SPA, or any applicable law in the exercise of its management rights. Such rights include, but are not limited to, establishing, enforcing, amending, implementing, or terminating competition manuals, operations manuals, or other rules, policies, guidelines, or practices, not in conflict with express provisions of this Agreement and subject to the obligation to give notice and an opportunity to discuss with the PWHLPA any policies, rules and rules changes, as set forth below, including, but not limited to, the establishment, termination, and definitions of and amendments to player classifications and categories; determining possible sources of PWHL players and rules and procedures governing their assignment to and between PWHL Teams; determining Roster composition, including the number of individuals within any classification or category; draft, trade, transfer, loan, and registration rules and processes; determining competition calendar dates (including, but not limited to, waiver dates and draft dates, Off-Season training, competitions, and tours); determining game format, including number of games and playing rules as set forth below; determining playoff format, including, but not limited to, the number of games, the number and identity of participating Teams, eligibility for Post-Season participation, Post-Season competition rules, All-Star Game format, if any, and Rosters; determining travel policies and conditions; collecting and tracking Player data and statistics; creating and modifying drug and alcohol polices, codes of conduct, and other disciplinary rules and procedures; creating,

maintaining, eliminating, or revising bonuses and other League/Team awards; adding, subtracting, or relocating Teams; determining conditions, amenities, and location of play or practice facilities; determining on-ice equipment standards and uniforms and regulations relating thereto; establishing, maintaining, modifying, or discontinuing health and safety protocols (including, but not limited to, vaccination policies and other infectious disease protocols); capturing and determining the use of Performance Data and statistics, whether by wearable technology, sensors, or any other means; and determining Player and Team salary budgets, if any. The League may use Performance Data for promotional purposes as agreed upon herein and/or in licensed products or for other commercial purposes in accordance with the Group Commercial Licensing Agreement.

Notwithstanding the above, the League agrees to provide the PWHLPA with notice and a reasonable opportunity to discuss in good faith any proposed policies or rule changes, additions, or modifications that affect the terms and conditions of the Players' employment and changes to the game of hockey. Notice shall be provided at least thirty (30) days prior to implementation of any initial rules and a reasonable time in advance of any rule changes, additions, or modifications, absent exigent circumstances requiring a shorter notice period prior to implementation, which may be determined by the PWHL at its sole discretion.

**Section 6.3.** The parties further recognize that certain governing bodies of the sport of hockey may have rights affecting the conduct of the PWHL's business, and that the PWHL may implement mandatory dictates from such governing bodies without bargaining over the decision to implement such mandatory dictates. If such a mandatory dictate would result in (a) a change in a Player benefit under an express provision of this Agreement; or (b) the adoption of a rule or regulation which would change a Player benefit under an express provision of this Agreement or impose an obligation upon the Players that conflicts with an express provision of this Agreement, then the PWHL and the PWHLPA shall bargain in good faith over the effects of the implementation of such a mandatory dictate.

**Section 6.4.** The rights, powers, and authority of management specifically mentioned in this Agreement are not intended as limitations and do not list or limit all such rights, powers, and authority reserved and retained by the PWHL. Furthermore, the PWHL's failure to exercise any right hereby reserved to it, or its exercise of any right in any particular way, or its failure to exercise its full right of management or its exclusive discretion on any matter, shall not constitute a waiver by the PWHL of any such right or preclude the PWHL from exercising the same right to its fullest extent at a later date and/or in some other way not in conflict with the specific, express terms of this Agreement.

## **ARTICLE 7 STANDARD PLAYER AGREEMENT**

**Section 7.1. Form:** All Players will execute an SPA, in a standard form agreed to by the parties, which shall be attached to this Agreement as Exhibit 1. No individual agreement concerning a Player's terms and conditions of employment shall be valid unless it is between a Player and the PWHL, signed by each party, and contained in an SPA. The PWHL shall provide electronic copies of all executed SPAs, or any part thereof, if executed at different times, as well as any other documents signed by any Player and the PWHL, to the PWHLPA within seven (7) days of their execution. In the event of a conflict between the SPA and this Agreement, this

Agreement will govern. Disputes arising under the SPA shall be resolved in accordance with **Article 18 (Grievance and Arbitration)**.

**Section 7.2. Translations:** The PWHL will maintain French, Russian and, upon request, additional language translations of the form SPA referenced in **Section 7.1** above. In all cases of translation, the English-language version of the SPA shall control, subject to applicable laws.

**Section 7.3. Player-Agents and Agent Certification:** A Player may designate a Player-Agent to act on their behalf, or to assist the Player in the negotiation of Salary and/or additional benefits to be included in the Player's SPA. If a Player or the PWHLPA notifies the PWHL that the Player has designated a Player-Agent(s) to act on the Player's behalf for the purposes described in this **Section 7.3**, the PWHL may not negotiate or attempt to negotiate such Player's Salary and/or any benefits to be included in an SPA for such Player with any agent(s) other than such designated Player-Agent(s), unless the Player provides written notice of rescission of such designation to the PWHL and the PWHLPA.

When the PWHLPA develops a Player-Agent certification program, the PWHLPA and PWHL will meet to discuss the terms of the program.

Players are prohibited from representing other current Players or prospective PWHL players as a certified agent or holding an equity interest or position in a business entity that represents other current Players or prospective PWHL players as a certified agent.

**Section 7.4. Default:** A Player may terminate their SPA upon fourteen (14) days' written notice via email to the PWHL (with copy to the General Manager of the Player's Team), and the PWHLPA, if the PWHL (i) defaults in its obligation to pay any compensation in excess of three hundred dollars (\$300) owed to the Player under the SPA or fails to perform any other material obligation agreed to be performed by the PWHL under the SPA; and (ii) fails to substantially remedy such default within fourteen (14) days after receiving such notice. If the Player chooses not to terminate their SPA, or if the PWHL denies that a default has occurred, a Grievance may be filed and the Grievance Arbitrator will determine whether a default has occurred.

**Section 7.5. Termination:** Other than for certain multi-year SPAs, discussed below, the PWHL and/or the applicable Team may terminate a Player's SPA prior to the end of its term because of the quality of the Player's on-ice performance on or prior to the Roster Freeze Date in the applicable League Year, or as of the end of that League Year. A Player's SPA may not be terminated during its term based on a Player's pregnancy, maternity leave, parental leave, or on-ice and/or off-ice training injuries (where such training is pursuant to a Team-approved training program). Nothing in this **Section 7.5** shall prevent the PWHL and/or the Team from terminating a Player's SPA at any time and for any reason other than those delineated in this **Section 7.5** and consistent with this Agreement. SPAs set to expire at the end of a League Year may be terminated as part of the end of season waiver process and will be paid through the end of that League Year. A Player's SPA may not be terminated due to pregnancy-related disability, but no compensation shall be due beyond the League Year in which such pregnancy-related disability

commences. After the Roster Freeze Date, all Active Roster Player SPAs shall be considered guaranteed for the remainder of the League Season.

A multi-year SPA that begins in the initial League Year (2023-2024) may not be terminated during its term based on a Player's on-ice performance, pregnancy, maternity leave, parental leave, or on-ice and/or off-ice training injuries (where such training is pursuant to a Team-provided or approved training program). Any multi-year SPA that begins after the initial League Year is not fully guaranteed, and may be terminated at any time and for any reason other than those delineated in **Section 7.5**, unless as otherwise set forth in that SPA's Schedule.

**Section 7.6. Severance Pay:** In the event a Player whose one-year or multi-year SPA is terminated prior to the Roster Freeze Date for reasons other than misconduct or failure to comply with the Player's obligations under **Article 5**, and such Player is not selected by another Team, they shall receive severance pay in an amount equal to (i) four (4) weeks of the Player's base Salary; (ii) four (4) weeks of the Player's housing stipend; (iii) four (4) weeks of continued coverage in the League's health plan at the League's expense; and (iv) the right to continued coverage beyond that four-week period, under either COBRA or Canadian law, as applicable, at the Player's expense.

**Section 7.7. Minimum Length of SPA / Other Types of SPA:**

(a) During the initial League Year only (anticipated to be 2023-24), the League will sign no fewer than six (6) Players on each Team to three-year SPAs of no less than \$80,000 per League Year. These requirements shall not apply to SPA signings in subsequent years of this Agreement.

(b) Unless terminated in accordance with the SPA and this Agreement, a Player's SPA will have a term that ends no sooner than the last day of the League Year in which the SPA commences. The current exception is the following category of Short-Term SPA: Players on ten-day SPAs.

(c) The terms of all Short-Term SPAs must otherwise comply with this Agreement. If the PWHL intends to add another category of Short-Term SPAs, it will notify the PWHLPA, provide the reasons therefor, receive any input from the PWHLPA, and negotiate any effects of adding an additional category of Short-Term SPAs.

(d) A Player may be signed to no more than two (2) ten-day SPAs per League Season to play for the same Team, without the prior consent of the PWHLPA.

**ARTICLE 8 PLAYER SALARIES AND PLAYER-RELATED EXPENSES**

**Section 8.1. Minimum Salary:**

(a) For a Player employed by the PWHL, excluding Reserve Players, the minimum annualized base Salary during the first year of this Agreement (excluding any incentive or performance compensation) shall be \$35,000. In the

first year of this Agreement, no more than nine (9) Players on each Team may be paid the minimum Salary, except in the case of Section 8.1(b), below.

(b) Players on a Short-Term SPA outlined in Section 7.7(b), above, shall be paid no less than the pro-rated minimum Salary (with the numerator of such pro-ration equal to the number of calendar days for which the Player is signed to a Short-Term SPA and the denominator of such pro-ration equal to the total number of calendar days in that League Season) for such period for each SPA.

(c) The minimum annual base Salary shall be increased in the 2024-2025 League Year, and in every subsequent year of this Agreement, by three percent (3.0%).

(d) Subject to Section 8.2, below, nothing contained herein shall be deemed to prevent the PWHL and a Player from negotiating a higher Salary and/or performance compensation in the Player's SPA, or from allowing the PWHL to provide additional compensation pursuant to sponsorship arrangements.

(e) Payment of Player Salaries shall be in consecutive bi-weekly installments (unless greater frequency is required by applicable law), and period installments (e.g., monthly or weekly) shall be prorated for any portion of a period in which the Player is employed by the PWHL.

## **Section 8.2. Average Salary:**

(a) The average annual base Salary on each Team during the 2023-24 League Year (excluding any performance or incentive compensation under the CBA) shall be \$55,000.

(b) The average annual base Salary shall be increased in the 2024-25 League Year, and in every subsequent year of this Agreement, by three percent (3.0%). In the 2024-25 and subsequent years of this Agreement, the League shall endeavor to maintain the required average Salary on each Team, but there may be a variation in the Salary on a particular Team as compared to the average annual base Salary of up to ten percent (10%) due to Player movement and new signings. In all years of this Agreement, the average annual base Salary shall be maintained on a League-wide basis.

(c) The Salaries of all Active Roster Players as of the Roster Compliance Date, including those injured Players who either have been replaced by Players on Short-Term SPAs or have not yet been replaced, but not those Players on Short-Term SPAs, shall count towards the total amount spent in determining the average Team Salary.



**Section 8.3. Direct Deposit:** Players shall have their paychecks directly deposited at any United States or Canadian financial institution that accepts direct deposit.

**Section 8.4. Competition Bonuses:** The PWHL shall provide the following performance and competition bonuses to qualifying Players each League Year.

All-Star Game Runner-Up (12)	\$1,000 (\$12,000 total)
All-Star Game Champion (12)	\$1,500 (\$18,000 total)
Most Valuable Player	\$5,000
Top Forward in League	\$4,000
Top Defense in League	\$4,000
Top Goaltender in League	\$4,000
Rookie of the Year	\$4,000
Community/philanthropy-based award	\$4,000
Playoffs Semi-Finalist	\$23,000 per Team (\$46,000 total)
Playoffs Runner-Up	\$40,250 per Team (\$40,250 total)
Playoffs Champion	\$63,250 per Team (\$63,250 total)

The determination as to which Players qualify for the above bonuses shall be made by the PWHL in its sole discretion after consultation with the PWHLPA, except for the Playoffs bonuses, which shall be divided among Players on a qualifying Team as directed by the PWHLPA. Notwithstanding the above, in the event of format changes, the PWHL and the PWHLPA shall meet and confer concerning amendments to the above bonus schedule, which remain in the PWHL's ultimate discretion.

The PWHL and the PWHLPA shall negotiate concerning any prize money or bonuses associated with any additional tournaments or exhibitions in which the League or its Teams participate. In the event the parties are unable to reach an agreement, this issue shall be submitted to an interest arbitrator in accordance with the Labor Arbitration Rules of the American Arbitration Association.

Bonus amounts shall be increased by the same percentages as the average base Salary in each year of this Agreement.

**Section 8.5. Per Diem:** While on a Road Trip or otherwise traveling for PWHL-required activities, Players shall be paid a Per Diem at the rates set forth below for any day in which the Player is traveling and a meal is not provided. If a Player is on the road for less than a full day, the Player shall receive a Per Diem for all meals that have not been provided during travel. Any Per Diem provided that exceeds the standard IRS rate for the relevant market is subject to applicable taxes and withholdings. For all Road Trips, the total Per Diem for such Road Trip

shall be paid in a lump sum no later than the beginning of travel, less the Per Diem for any meal(s) provided by the Team.

Rates: \$81 total (\$21 for breakfast; \$25 for lunch; and \$35 for dinner). These amounts shall be increased by the same percentages as the average base Salary in each year of this Agreement. Per Diem shall not be paid for meals that are provided by the League or Team.

**Section 8.6. Meals:** Teams will provide pre-training and post-training and pre-game and post-game meals that are appropriate for professional athletes. Meals may be provided in transit if the Team is traveling or will be provided at the Team facility, venue, or hotel where the Players are staying while on the road. The Per Diem may not be substituted for pre-training and post-training and pre-game and post-game meals.

(a) All meals shall be consistent with the recommendations of a qualified League or Team-specific nutritionist. All meals shall be consistent with a Player's dietary restrictions, including, but not limited to, vegetarian, vegan, pescatarian, and gluten- and allergen-free requirements.

(b) Teams may require Player attendance at such meals, but any such attendance will be counted toward each Player's maximum working hours in a day.

**Section 8.7. Travel and Parking:** Each Team shall be responsible for providing Player travel and equipment appropriate for its Players in connection with Team or PWHL-required activities or reimburse its Players for transportation as set forth below. If Players are required to travel to and from any location in connection with Team travel, the Team will provide either a Team bus for transport or reimburse its Players for mileage (to the extent such mileage is beyond the Player's normal travel to the Team's training facility or primary game venue), parking, or other reasonable transportation costs incurred, with appropriate documentation to be submitted within thirty (30) days of the time of incurring the expense. For Team bus travel, Players will not be required to have their equipment in their laps or seats.

Each Team shall arrange for safe and accessible parking for Players for in-market games, practices, and other PWHL or Team-required events, at no cost to the Players.

**Section 8.8. Relocation Expenses:** Players shall be reimbursed for reasonable expenses necessarily incurred in relocating to the Player's new Team market, according to the following terms:

- (a) Newly-signed and relocating Players shall be entitled to the following:
- (i) Reimbursement of up to \$2,500 in reasonable relocation expenses;
  - (ii) Reasonably adequate and appropriate temporary lodging expenses, Per Diem at the rates specified in **Section 8.5**, above, and a rental car or alternate transportation (*e.g.*,

Uber) for up to fourteen (14) days. Temporary lodging shall be no more than fifteen (15) miles from the Team's home venue or practice facility;

- (iii) Coach airfare for the Player and a child under three (3) years of age (if more than a five-hour drive) or, if the Player chooses to travel by automobile, reimbursement at the IRS mileage rate between the Player's home and the metropolitan area in which the Player's new Team is located; and
- (iv) For any Player who is required to break a lease as part of the Player's required relocation by the PWHL, an amount equal to the lesser of: (a) the out-of-pocket fees required to break the lease, or (b) one (1) month's housing stipend under **Section 9.5**.

**Section 8.9. Miscellaneous Reimbursements:** Subject to the submission of appropriate expense reports and related receipts within thirty (30) days of incurring the expenses, Players shall be reimbursed for all reasonable League or Team-related out-of-pocket expenses associated with (i) travel to/from medical appointments outside the Team's facility which are required or approved by the PWHL or the Player's Team physician; (ii) any and all media or promotional appearances made by the Player; and/or (iii) any other reasonable expense incurred while performing any Player duty or obligation, that are approved by the Team or the PWHL. Mileage reimbursement for transportation shall be at the current IRS rate.

**Section 8.10. International Player Assistance:** The League and Teams will cooperate with international Players to facilitate the acquisition of necessary visas, travel arrangements, and supporting arrangements for the Player and their partner and children, if applicable, at no additional cost to the Players.

## ARTICLE 9 BENEFITS

**Section 9.1. Health Insurance:** During the Term of this Agreement, the PWHL shall offer Benefits Eligible Players the opportunity to participate in any or all of the PWHL's medical, dental, and vision insurance plans (each, a "**Health Insurance Plan**"; collectively, the "**Health Insurance Plans**"), the essential terms of which are that the Health Insurance Plans shall be noncontributory (*i.e.*, no employee premium contribution) for individual coverage and that the medical plan shall have either no deductible or a health savings or health reimbursement account in the amount of any deductible for individual coverage. Within sixty (60) days following ratification of this Agreement, the PWHL will provide the PWHLPA with plan design terms for the Health Insurance Plans. The PWHLPA will have discretion to request changes in the options as soon as reasonably practicable, provided such changes are within the **Benefits Cap**. The Health Insurance Plans shall be based on a 12-month plan year (a "**Plan Year**"). The start date for the Plan Year shall be determined at the discretion of the PWHL to reasonably align with the League Year or League Season. Any Benefits Eligible Player shall be eligible for health insurance benefits as of their Qualifying Event Date through the end of that Plan Year, unless

terminated, in which case, the severance provisions in **Section 7.6** will apply. Any Player who is a participant in a Health Insurance Plan shall have the option of adding their dependents (per policy terms and at the Player's expense) to that Health Insurance Plan. Such benefits shall be effective per the terms of the relevant Health Insurance Plan(s). The PWHL shall provide the PWHLPA and all Players with any applicable summary plan description. If the PWHL seeks to change any or all of the Health Insurance Plans, it agrees that, upon request, the PWHL will meet to negotiate possible new Health Insurance Plans or new terms of the Health Insurance Plans. Proposals to change the Health Insurance Plans may not be made before August 1, 2024. For purposes of this Agreement, the term "**Benefits Eligible Players**" shall mean any Player (excluding Reserve Players) who (i) signs a one-year or multi-year SPA, or (ii) signs one or more Short-Term SPAs and is on a Team's Active Roster for twenty-one (21) or more days during a League Season. The term "**Qualifying Event Date**" shall mean the date on which a Player (i) signs a one-year or multi-year SPA, or (ii) has been on a Team's Active Roster for twenty-one (21) days, whichever is sooner.

**Section 9.2. Life Insurance:** The PWHL shall maintain a group life insurance policy providing a face policy amount of at least \$55,000 dollars per Benefits Eligible Player. Players will have access to coverage for their spouse and dependent children at the Player's expense and per the terms of the policy. If permitted under the policy, a Player whose employment ends will be allowed to convert the policy to an individual policy where they are the policy holder. Beginning in 2024, the PWHL shall also maintain an Accidental Death and Dismemberment policy providing benefits of at least \$55,000 dollars per eligible Player who chooses to participate in the coverage at no cost to the Player.

**Section 9.3. Long-Term Disability:** The PWHL shall maintain long-term disability insurance benefits for Benefits Eligible Players. Premiums for such insurance shall be paid by the PWHL.

**Section 9.4. Workers' Compensation:** The PWHL shall provide workers' compensation benefits in accordance with applicable law, provided that, in any state or province where workers' compensation coverage is not compulsory, the PWHL either will voluntarily obtain coverage under applicable compensation laws or guarantee equivalent benefits to the Players. In the event that a Player qualifies for benefits under this **Section 9.4**, such benefits will be equivalent to those benefits paid to injured employees under the compensation law of the state or province in which their Team is located, regardless of any statutory exclusion from coverage for professional athletes.

In any state in which a Team has legally elected not to be covered by the workers' compensation laws of that state, and/or in any state or province in which professional athletes are excluded under the laws of that state or province, the equivalent benefit, if any, to which a Player may be entitled under this Article will be determined under the Grievance procedure in **Article 18** of this Agreement.

Notwithstanding any statute, regulation, or other state, provincial, or federal laws to the contrary, neither the Team, nor any entity or agent acting on its behalf, shall seek or receive any reimbursement, credit, or offset against a workers' compensation award or settlement based on any compensation paid by the PWHL to a Player while under an SPA. "Compensation paid by

the PWHL to a Player” includes, but is not limited to, Per Diem, Salary, bonuses, permanent disability (and/or impairment), medical treatment, temporary total disability benefits, and temporary partial disability benefits.

**Section 9.5. Housing:**

(a) A monthly housing stipend will be provided to help cover the costs of housing as described in this **Section 9.5**. Such monthly stipend shall be \$1,500 in the 2023-24 League Year, increasing by \$100 in each subsequent League Year of this Agreement. All Players (excluding Reserve Players) will qualify for the housing stipend (“**Housing Eligible Players**”), although Players signed to ten-day SPAs shall have the option to receive either (a) the pro-rated amount of the housing stipend for the duration of their ten-day SPA, or (b) the actual cost of lodging incurred, consistent with the standard in **Section 12.2**.

(b) The PWHL shall assist Housing Eligible Players in finding affordable, safe, and appropriate housing no more than fifteen (15) miles from a Player’s Team venue or training facility. If possible, housing options shall be provided to Housing Eligible Players a reasonable period in advance of the Team’s first training session and/or training camp so that Housing Eligible Players can review their options with the goal of moving into their housing prior to the Team’s first mandatory practice or event.

(c) All housing stipends shall be paid to cover the period of Pre-Season and at least one (1) week beyond the end of the Team’s Regular Season and (for the period of the Player’s Team’s participation, if any) Playoffs.

(d) For purposes of this **Section 9.5**, a month shall be interpreted as a consecutive thirty (30) day period, regardless of whether it begins on the first day of a calendar month, during the period of Pre-Season and at least one (1) week beyond the end of the Team’s Regular Season (for the period of the Player’s Team’s participation, if any) Playoffs. The housing stipends will apply fractionally to any partial portion of a month.

**Section 9.6. 401(k) Program:** Beginning January 1, 2025, a 401(k) plan (the “**Retirement Plan**”) shall be implemented allowing elective deferrals (*i.e.*, Player contributions) and employer contributions. In the event that benefit costs as described in **Section 9.12** below are below the Benefits Cap (as defined in **Section 9.12** below) in a League Year, the difference up to the Benefits Cap will be contributed by the League to a retirement account, if consistent with applicable law.

(a) Benefits Eligible Players will be provided with enrollment information and the documents necessary for enrollment in the Retirement Plan.

(b) The PWHL reserves the right to (i) amend the Retirement Plan to satisfy all requirements of applicable law and regulations, and (ii) modify the terms of the Retirement Plan at its discretion, provided such changes are not

inconsistent with this Agreement. All terms and conditions of the Retirement Plan, as it may be so modified, will apply to all Benefits Eligible Players covered by this Agreement.

**Section 9.7. Pregnancy Benefit:** The League must continue a Benefits Eligible Player's base Salary and all other benefits in the event of pregnancy until the earlier of such time as the Player is cleared to return to play by both the Player's medical doctor and a Team physician or the end of the League Season in which pregnancy-related disability commences. A difference of opinion between the two (2) physicians shall be resolved consistent with the procedure in **Section 11.4.**

**Section 9.8. Dependent Care Assistance Program:** Upon hire and/or during annual open enrollment, Benefits Eligible Players will have the option to enroll in a dependent care flexible spending account, a pre-tax benefit used to pay for eligible dependent care services, such as preschool, summer day care, before or after school programs, and child or adult daycare.

**Section 9.9. Nursing:** Upon a Player's request, the PWHL shall ensure that the Player's Team identifies and makes available (a) accommodations for nursing Players that provide a comfortable, safe, clean, private place that is shielded from view and free from intrusion from others; (b) access to refrigeration for breastmilk; and (c) reasonable opportunities or other breaks for the purpose of pumping breast milk. It is understood that a bathroom is not an acceptable accommodation.

**Section 9.10. Parental Leave:** Any Benefits Eligible Player who births or adopts, or whose partner births, a child during a League Season shall be entitled to the lesser of (a) up to eight (8) weeks paid leave at one hundred percent (100%) of the Player's PWHL base Salary for the current League Season (which may be paid in part by an applicable short-term disability policy), or (b) the remainder of the Player's PWHL base Salary to be paid during the current League Season (which may be paid in part by an applicable short-term disability policy). Paid leave shall run concurrently with any entitlement to unpaid leave in accordance with the Family and Medical Leave Act or other applicable law.

**Section 9.11. Flexible Spending Account:** If permitted by law, the PWHL will offer Benefits Eligible Players the option to enroll in a flexible spending account, a tax-advantaged account to allow Players to use pre-tax dollars to pay for qualified medical expenses such as copayments and deductibles, qualified prescription drugs, and medical devices, per the terms of such plan.

**Section 9.12. Cumulative Annual Benefit Cost:** The cost of benefits under this **Article 9** (excluding **Sections 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 9.10, and 9.11**) shall not exceed, in any League Year, twenty-five percent (25%) of the total Player Salary expenditures for such League Year (the "**Benefits Cap**"). In the event that benefit costs as described in this **Section 9.12** exceed the Benefits Cap in a League Year, the PWHL may, after discussion with the PWHLPA,

amend any or all of the benefits so as to prevent benefits costs under this **Article 9** from exceeding the Benefits Cap.

## **ARTICLE 10 TIME OFF**

**Section 10.1. Definitions:** “**Time Off**” shall mean the protected period of time in which the PWHL and its Teams may not require work from any Player including, but not limited to, training, strength or conditioning, games, meetings, appearances, or travel. Recognizing that the PWHL does not control the international game calendar and does not employ Players in the performance of their respective national team duties, international competitions, national team training camps or training sessions, and/or other non-PWHL work performed on behalf of a national team, such work may be performed during a Player’s Time Off.

**Section 10.2. Time Off:** Teams shall provide Players with at least one (1) day of Time Off per week.

**Section 10.3.** There shall be no more than five (5) hours of practice, training, or meeting time on any day, including during Pre-Season.

**Section 10.4. Bereavement:** In the event there is a death in a Player’s Close Family, the Player shall be granted up to five (5) days of a leave of absence without loss of pay. The League agrees that any reasonable requests by a Player for bereavement leave beyond that required here shall not be unreasonably denied.

**Section 10.5. International Participation:** The League shall permit any Player who qualifies to participate in the Olympics, IIHF World Championship, or other international tournaments/competitions.

The League shall not schedule any games during IIHF international breaks and the Olympics (“**International Breaks**”). The League and Players on Teams not participating in international competition, unless during an International Break, shall remain in market and participate in any scheduled training or other activities.

The League shall collaborate with national governing bodies to establish scheduling best practices as between League play and international competition.

**Section 10.6. In-Season Break:** The League shall provide for an in-season break of at least one (1) week at approximately the mid-point of the Regular Season (the “**In-Season Break**”). The specific dates of the In-Season Break will be determined by the PWHL in its sole discretion, after consultation with the PWHLPA. Players will not be required to participate in any practice, training, media appearances, or other activities during the In-Season Break, except that All-Star Game participation may take place during up to two (2) days of the In-Season Break.

## **ARTICLE 11 MENTAL HEALTH, PHYSICAL CONDITION, MEDICAL EXAMINATIONS, INJURIES, AND COLLECTION OF DATA**

**Section 11.1. Entry/Exit Medicals:** All Players must complete a comprehensive Pre-Competition Medical Assessment (“**PCMA**”) prior to participating in training or games (either at the start of the League Season, or later, if the Player joins the PWHL after the start of the League Season). The elements of the PCMA shall be determined by the PWHL’s Medical Director and may include, among other tests:

- Cardiac EKG and possible Echocardiogram
- Orthopedic evaluation
- Physical evaluation
- Concussion baseline and SCAT5
- Blood tests

All Players must complete an exit physical by the end of each League Season (or as soon as practicable thereafter for the two (2) Teams participating in the final Playoff Game) before departure from the Player’s Team’s home market. All entry and exit physicals are to be completed and signed off on by the Team physician(s), unless otherwise agreed by the PWHL.

**Section 11.2.** The results of Player medical examinations conducted by the PWHL, including, but not limited to, pre- and post-seasons medical examinations, shall be treated as confidential medical records. The results of Player examinations and tests shall be shared with the Player upon request. The costs of all PWHL-required examinations and tests shall be borne by the PWHL or Player’s Team. In addition to the PCMA and exit physical, Players may also be required to submit, on reasonable dates and times at the expense of the PWHL, to reasonable additional medical examinations. The PWHL and its Teams shall cooperate with all requests by a Player or former Player for copies of the Player’s or former Player’s available medical records, including athletic trainers’ notes when available and shall provide such records and notes within a reasonable period of time following the request. When a Player changes Teams within the PWHL, the Player’s medical records, including athletic trainers’ notes, shall be forwarded to the Player’s new Team.

**Section 11.3. Injuries:** Should a Player suffer an Injury during the term of the Player’s SPA in the performance of their duties under the SPA, the Player shall submit to a medical



examination and treatment by a physician designated by the Team, and such rehabilitation activities as such physician may specify. Treatment and rehabilitation of such Injuries shall fall under the direction of Team medical staff. Examination and treatment for any such Injury shall be paid for by the PWHL and/or through the Workers' Compensation Policy. Further, where the PWHL or Team physician refers a Player to another medical professional for recommended treatment, the PWHL or Team shall cover all out-of-pocket medical expenses not covered by the Player's health insurance as well as travel costs resulting from such referral.

**Section 11.4. Physical Fitness to Play:** The decision for a Player to train, play, or return to play shall be made by the PWHL's or Team's physician, who may receive input from the PWHL's or Team's health professionals. Such physician shall evidence their determination by written correspondence identifying and explaining their determination, which shall be provided to the Player and the PWHL and Team no later than seventy-two (72) hours after the completion of the examination.

(a) If the PWHL or Team physician determines that the Player is not fit to play or train (or participate in certain aspects of training) as a direct result of an Injury sustained during the course and scope of the Player's employment as a PWHL Player (*i.e.*, an on-ice or training-related injury, provided that such training program was prescribed or approved by the Player's Team), the PWHL shall continue to pay the Player the compensation set forth in the Player's SPA for the lesser of the duration of such lack of fitness or the League Year in which such Injury occurs, less any workers' compensation or short-term or long-term disability benefits, if any, awarded to the Player solely for lost wages, provided that Players on multiple-year SPAs shall be paid the compensation set forth in the Player's SPA for the lesser of the duration of such lack of fitness or the duration of the SPA, less any workers' compensation or short-term or long-term disability benefits, if any, awarded to the Player solely for lost wages.

(b) If the PWHL or Team physician determines that the Player is fit to play, and the Player elects not to play, the review procedure in **Section 11.5** regarding disputes relating to the Team physician's determination on fitness will apply. If the Panel Physician determines that the Player is fit to play, and the Player continues to elect not to play, the PWHL may suspend compensation under the Player's SPA and/or terminate the SPA.

**Section 11.5. Procedure for Disputes Relating to Physical Fitness to Play:**

(a) If the Player wishes to contest the determination of the PWHL or Team physician as to a Player's physical fitness to play, the Player must be examined by the Player's own physician within two (2) days of receiving the determination of the PWHL or Team physician. The Player's physician shall provide their written determination on the Player's fitness to play no later forty-eight (48) hours after completion of the examination, provided that these time limits may be extended due to the Player's physician's unavailability with the Team's or League's consent, which may not be unreasonably withheld.

(b) Should the physician for the Player disagree with the determination of the PWHL or Team physician, the two (2) physicians shall consult as expeditiously as possible and no later than seventy-two (72) hours (or later where circumstances require additional time) after the Player receives the determination by the Player's physician. The physicians shall evidence the result of their consultation in writing (*i.e.*, whether they agree or disagree as to the relevant fitness to play issue(s)), which shall be provided to the Player and the PWHL and Team no later than forty-eight (48) hours after the consultation. These time limits may be extended due to the Player's physician's unavailability with the Team's or League's consent, which may not be unreasonably withheld.

(c) In the event the Player's physician and the PWHL or Team physician do not reach agreement as to the Player's fitness to play, the issue shall be reviewed and determined by a physician from a panel of physicians mutually selected by the PWHL and PWHLPA ("**Panel Physician**"), all of whom specialize or are otherwise certified in sports medicine within seventy-two (72) hours of receiving the written consultation referenced above.

(d) If requested by the Player or the Panel Physician, the Player shall be examined by the Panel Physician within seven (7) days of their selection. The Panel Physician shall make a determination of the relevant fitness to play issue and evidence such determination in writing, which shall be provided to the Player, the PWHLPA, the PWHL, and the Team no later than forty-eight (48) hours after the completion of the examination.

(e) The determination of the Panel Physician shall be final and binding.

**Section 11.6. Disclosure of Medical Information:** Neither the PWHL nor any Team, agent, or employee thereof shall disclose or otherwise make public private medical information relating to a Player and/or individually-identifiable fitness information relating to a Player without the Player's prior written consent. However, each Team may make public medical information relating to the Players on its Roster, provided that such information relates solely to the reasons why any such Player has not been or is not rendering services as a Player. In addition, nothing in this provision prohibits Team or PWHL agents or employees from sharing medical or fitness information based on a need-to-know capacity for purposes of providing medical assistance, rehabilitation, or training for a Player, or to any entity from which the PWHL or Team seeks to procure, or has procured, an insurance policy covering such Player's life or any disability, injury, illness, or other health condition such Player may suffer or sustain. Players are required to execute any waivers, consent forms, or other documentation required under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and applicable state or local laws in order to facilitate the provisions of this **Section 11.6**, on a form agreed to by the PWHL and the PWHLPA. Nothing in this **Section 11.6** shall limit the PWHL or a Team from disclosing medical information related to an injury, illness, or other health condition with respect

to any Player who has made medical information available publicly that is inconsistent with the written opinion of a Team physician.

**Section 11.7. Biometric Data:** Subject to the obligations of the parties under this **Article 11** and Section 10 of the SPA, the PWHL and/or Team staff may only conduct physiological monitoring and testing and collect individually-identifiable Biometric Data throughout the League Season and at other times in connection with training or games with the consent of the Player and the PWHLPA, provided that before capturing or using any Biometric Data, whether captured by a wearable device, sensors, or any other means, the PWHL and the PWHLPA must agree on the capturing methods, the specific data to be captured, and the guidelines for privacy, storage, usage and commercialization of each piece of Biometric Data.

**Section 11.8. Performance Data;** Notwithstanding its obligations in **Section 11.7**, the League may capture (by sensors, or any other non-obtrusive means) and use Performance Data for commercial or promotional purposes to the extent it qualifies as Likeness. “Non-obtrusive means” shall be measured by the reasonable standards of a professional athlete.

**Section 11.9. Microphones.** The parties agree that before placing microphones on any Player to capture such Player’s voice during games or practices, the League and the PWHLPA must agree on where the microphones shall be placed on the Player (which must be non-obtrusive, as defined in **Section 11.8**), the capturing methods, how and by whom such captured content will be screened before being aired on broadcast or otherwise, and what will happen to the content after the conclusion of the broadcast, and whether the content can be commercialized otherwise. The parties agree that it shall be at the Player's discretion whether or not to wear a microphone.

**Section 11.10. Allegiance of Team Health Care Professionals.** The primary professional duty of all individual health care professionals, such as Team physicians, certified athletic trainers/therapists, physical therapists, chiropractors, dentists and neuropsychologists, shall be to the Player-patient regardless of the fact that she or her hospital, clinic, or medical group is retained by such Team to diagnose and treat Players. In addition, all Team physicians who are examining and evaluating a Player pursuant to the PCMA (either pre-season and/or in-season), the annual exit examination, or who are making a determination regarding a Player’s fitness or unfitness to play during the League Season or otherwise, shall be obligated to perform complete and objective examinations and evaluations and shall do so on behalf of the Team, subject to all professional and legal obligations vis-a-vis the Player-patient.

**Section 11.11. Player’s Right to a Surgeon of the Player’s Choice.** Should a Player suffer an Injury during the term of the Player’s SPA in the course and scope of their duties under the SPA that requires surgery, the Player may elect to have surgery performed by a surgeon of the Player’s own choice and the Player’s reasonable and customary costs related to the surgery shall be paid if the surgeon is in the workers’ compensation network, the PWHL’s health insurance networks, or in any other network by which the Player is covered or where the

provider agrees to a comparable fee schedule. The Player must obtain the Team's consent to the surgeon of her choice, which shall not be unreasonably withheld.

**Section 11.12. Mental Fitness to Play.** A Player who is unfit to play due to a mental health condition sustained solely as a result of performance of the Player's obligations under their SPA shall be treated in the same manner as a Player who is deemed unfit to play due to a physical Injury.

**Section 11.13. Employee Assistance Program.** The PWHL shall maintain an Employee Assistance Program. The program shall provide no fewer than three (3) free counseling sessions, whether in-person or virtual, with a licensed professional counselor or therapist. Information on how to access the program shall be shared during annual health insurance open enrollment and during new employee onboarding.

**Section 11.14. Sick Leave.** Benefits Eligible Players shall have one (1) week of available paid sick leave each League Year, provided that medical verification may be required for leave in excess of three (3) consecutive days.

## **ARTICLE 12 TRAVEL AND GAME TICKETS**

**Section 12.1. Mode of Transportation:** Team travel longer than six (6) hours or four hundred (400) miles shall be by air on regular commercial carriers in economy/coach class. A determination of whether a trip exceeds four hundred (400) miles shall be measured by the distance between the point of origin and destination. When traveling by air on commercial flights, Teams shall make reasonable efforts to fly without connecting flights, if available, and shall make reasonable efforts to ensure that all Player seats on such flights are aisle or window seats, if available. In the event that total travel time is less by ground transportation than air travel (*e.g.*, due to connections or layovers), such Team travel may exceed six (6) hours or four hundred (400) miles by ground transportation with the agreement of a PWHLPA representative. For international travel (which shall not include travel between the United States and Canada), Players shall travel in business class. Where travel is by bus, Players shall not be required to carry equipment in the seating areas.

**Section 12.2. Hotel Accommodations:** Hotel accommodations must be comparable to a ~~Trip~~Advisor two-star class hotel, or better. Players shall be provided with rooms with no more than two (2) Players per room, with the option to upgrade to a single room at their own cost, except that Players traveling with a child under three (3) years of age will be provided a single room. The Team must provide transportation from the hotel to the venue for both the Players and their equipment. Players who want to upgrade to a single room must provide the Team with at least fourteen (14) days' advance notice. The PWHL will make good-faith efforts to accommodate Players in hotels no more than fifteen (15) miles from the venue in which they will be playing.

**Section 12.3. Game Tickets:** Each Player will have the right to request and receive up to (a) four (4) complimentary tickets for each home Regular Season Game of their Team, and (b) two (2) complimentary tickets for each away Regular Season Game of their Team. For each Playoff Game and All-Star Game in which a Player participates, the Player will have the right to request and receive up to two (2) complimentary tickets. The PWHL and/or Team will determine the seat locations of the tickets provided hereunder at their sole discretion, provided that they shall be located in the lower bowl of any applicable venue, if available. Tickets provided to Players hereunder may not be sold. Provision of tickets is subject to any applicable withholding taxes. If Players would like additional tickets, the League will make additional tickets available for purchase, as inventory exists, on a first-come, first-served basis.

**Section 12.4. Coaching and Support Staff:** The PWHL will pay for appropriate coaching and support staff to travel with each Team to all out-of-market games. Such staff must be discussed with the PWHLPA upon request.

### **ARTICLE 13 PLAYER MOVEMENT**

**Section 13.1. PWHL Service Year:** For purposes of this **Section 13.1**, Players will be credited with a PWHL Service Year at the end of the League Season if they are or were on the Active Roster of a Team in the PWHL for at least one (1) Regular Season Game at any time during that League Season.

**Section 13.2. Trades:** A Player traded to another Team must report to that new Team within forty-eight (48) hours if the trade is during the League Season and seventy-two (72) hours if during the Off-Season. After reporting to their new Team, the Player will be allowed two (2) consecutive days off to organize their affairs, which shall be coordinated with the Player's new Team. Permission for a Player to take one (1) or more of these two (2) days prior to reporting to their new Team shall not be unreasonably denied. Teams shall have the right to trade Players unless otherwise provided in a Player's SPA. Teams shall not have the right to trade Players after the Roster Freeze Date.

**Section 13.3. Notice:** The PWHL or the Team shall provide written notice to the impacted Player and the PWHLPA as early as possible, but in no event less than three (3) days, following any decision involving such Player's movement.

### **ARTICLE 14 PROFESSIONAL DEVELOPMENT AND EDUCATION**

**Section 14.1. Degree Completion:** The PWHL and Teams will support the Players in requesting that colleges and universities allow Players who leave college or university early to join the League to return to college or university to finish their education at the same scholarship rate and without academic penalty.

**Section 14.2. Licensure and Professional Development:** The PWHL and Teams will commit to working with the Players, USA Hockey, Hockey Canada, NCAA, IIHF, the NHL, and other potential partners and sponsors to determine possible licensure (*e.g.*, coaching licensure)

and other professional development opportunities for Players, both during the Off-Season and after their playing career.

The PWHL and Teams commit to making best efforts to work with Players to explore potential employment in other capacities for the Teams, the League, or media (*e.g.*, marketing, coaches, trainers, etc.).

If a position or opportunity presents itself, a retired Player will have the ability to apply for and be considered for it.

## **ARTICLE 15 ROSTER SIZE**

**Section 15.1. Roster Size:** By the Roster Compliance Date of a League Season, each Team shall have twenty-three (23) Players on its Roster (“**Active Roster**”). The Active Roster shall be maintained throughout the League Season. For purposes of counting Players on an Active Roster for compliance with minimum Roster size, Players in the following categories at the time the count is conducted will not be included: (1) Players on the Season-Ending Injury List; and (2) Players on the Short-Term Injury List. Notwithstanding the foregoing, any Team may, from time to time as appropriate, but for no more than twenty-four (24) consecutive hours at a time during the Regular Season, have twenty-two (22) Players on its Active Roster.

**Section 15.2. Reserve Players.** The PWHL may designate a pool of potential Players to be used in a League Season that are not included on a Team’s Roster (“**Reserve Players**”). Each Reserve Player shall receive a stipend for the League Season of no less than \$15,000. Teams may add a Reserve Player to their Roster through an SPA, including a Short-Term SPA, and the PWHL shall pay such Reserve Player a pro rata amount of based on the minimum Salary (with the numerator of such pro-ration equal to the number of calendar days for which the Player is signed to a Short-Term SPA and the denominator of such pro-ration equal to the total number of calendar days in that League Season). Reserve Players who have trained exclusively with a particular Team may not be required to play against such Team (*i.e.*, for a competitor of such Team) in the game in which they are called to play.

**Section 15.3. Roster Compliance Date:** Each League Season, the Roster Compliance Date will not be later than the conclusion of the day prior to the first Regular Season Game.

## **ARTICLE 16 SAFETY AND WORKING CONDITIONS**

**Section 16.1. Concussion Protocol:** The PWHL shall apply The USA Hockey Concussion Management Protocol (the “**Concussion Protocol**”). The PWHL shall notify the PWHLPA of the implementation of any updated version of the Concussion Protocol, which shall be applied by the PWHL.

**Section 16.2. Concussion Protocol Enforcement:** The PWHL and the PWHLPA agree to the Concussion Protocol procedure to address the in-game evaluation and diagnosis of potential concussions, and the subsequent management and treatment of Players diagnosed with concussions. The parties further agree to evaluate and address potential deviations from the Concussion Protocol.

**Section 16.3. Education:** The parties also recognize that Player participation and cooperation is essential to the diagnosis and management of this Injury. To that end, the parties shall jointly develop education and messaging to be shared with Players on a regular basis, including, but not limited to, the importance of (i) reporting concussion symptoms, and (ii) cooperating with Team medical staff in all areas of concussion care.

**Section 16.4. League Training and Game Facilities:** The PWHL and the PWHLPA will discuss guidelines to ensure that all League venues and training facilities are appropriate for professional/international hockey. The PWHLPA will be provided with a copy of proposed guidelines a reasonable time in advance of their effective date in order to provide comments and suggest modifications. Pending the finalization of the guidelines, the PWHL will provide safe working conditions in all League training and game venues. The PWHLPA and the League will develop and agree upon safety rules concerning Player injuries and injury risk that are consistent with the highest standards for women's professional/international hockey.

## **ARTICLE 17 PLAYER CONDUCT AND DISCIPLINE**

**Section 17.1. Player Obligations:** Players (and, for all references to Players in this **Article 17**, Reserve Players) shall not do anything detrimental or prejudicial to the best interests of any or all of the League Entities or the sport of hockey. Players shall at all times conform their conduct to standards of good citizenship, good moral character, and good sportsmanship. Without limiting the foregoing, Players shall also be required at all times to comply with all terms and provisions of this Agreement; to perform all services required under their SPAs; to comply at all times with all applicable federal, state, and local laws; to be neatly attired and present a professional appearance during Player appearances, travel days, and travel to and from practice or playing facilities; and to follow all reasonable rules and regulations of the PWHL and its Teams promulgated in accordance with this Agreement.

**Section 17.2. Team Discipline.** A Team may impose discipline only for just cause. The PWHLPA shall be provided an electronic copy of any Team discipline imposed upon a Player within two (2) days of issuance. Prior to the imposition of any discipline, the Team shall notify the Player and the PWHLPA of any investigatory interview of a Player that may result in Player discipline, and the PWHLPA shall have the right to be present during such interview upon the Player's request.

(a) **Team Rules and Fines:** In addition to the PWHL rules and policies, Teams may also create Team rules that address local issues including tardiness, cell phone usage at meetings, etc., provided that:

(i) Team rules may not conflict with this Agreement and/or SPAs;

- (ii) the PWHLPA shall be provided with a copy of any Team rules affecting terms and conditions of employment and/or the game of hockey at least ninety (90) days in advance of initial rules and a reasonable time in advance of any rule modifications; and
- (iii) any monies collected as a result of any fines levied against Players pursuant to this **Section 17.2** shall either be used for the benefit of Players (which cannot be used by the PWHL or the Team to pay any routine operational costs or expenses) at the PWHL and/or the Team's discretion or donated to a charity of the Team's choice.

(b) If the PWHL imposes discipline for any conduct for which the Team has also imposed discipline, only the PWHL's discipline shall be effective, subject to the result of any Grievance the PWHLPA may file consistent with **Article 18, Grievance and Arbitration**.

**Section 17.3. PWHL Discipline:** The PWHL may impose discipline only for just cause. The PWHLPA shall be provided an electronic copy of any Team discipline imposed upon a Player within two (2) days of issuance and consistent with the terms of this Article. Prior to the imposition of any discipline, the PWHL shall notify the Player and the PWHLPA of any investigatory interview of a Player that may result in Player discipline, and the PWHLPA shall have the right to be present during such interview upon the Player's request.

Discipline may include, but is not limited to, termination of a Player's employment and SPA by the PWHL, consistent with applicable law; suspension of payments, benefits, or privileges by the PWHL otherwise required by the SPA or this Agreement; suspension (whether paid or unpaid) of employment under the SPA or this Agreement; and reprimand, penalties, and/or fines imposed against a Player.

Discipline may be subject to the grievance and arbitration provisions in this Agreement as set forth in **Article 18, Grievance and Arbitration**. The PWHL agrees to provide electronic notice to any Player who receives discipline, and to serve the PWHLPA with an electronic copy of said notice within two (2) days of issuance, unless the Grievance procedures provide for a shorter notice period, in which case the more specific provisions shall govern.

Monies collected as a result of any fines levied against Players by the PWHL pursuant to this **Section 17.3** shall either be used for the benefit of Players (which cannot be used by the PWHL or the Team to pay any routine operational costs or expenses) at the PWHL's discretion or donated to a charity of the PWHL's choice.

**Section 17.4. Fines and Suspensions:** All fines shall be deducted from a Player's paycheck for the pay period immediately following the later of the imposition of such fines or, if an appeal is taken, the determination on appeal. When a Player is suspended (i) for a predetermined number of games or for any period of time during the Post-Season, the Player's full base Salary for the Season in which such suspension occurs shall be reduced by an amount



equal to their full base Salary multiplied by a fraction, the numerator of which shall be the number of Regular Season Games and Playoff Games missed as a consequence of the suspension, and the denominator of which shall be the number of Regular Season Games in such Season; (ii) for a duration of days or an indeterminate duration not including any period of time during the Post-Season, the Player's full base Salary for the Season in which such suspension occurs shall be reduced by an amount equal to their full base Salary multiplied by a fraction, the numerator of which shall be the number of Regular Season days missed as a consequence of the suspension, and the denominator of which shall be the total number of days in such Regular Season, provided, however, that the foregoing calculation shall not result in the reduction of a Player's base Salary in an amount greater than such base Salary. If, at the later of the time the Player is fined or suspended or a determination on appeal, the amount remaining to be earned under their SPA is not sufficient to cover such fine or suspension amount, the PWHLPA, the PWHL and the Player shall discuss an appropriate payment schedule for payment of the amount due to the PWHL before implementation.

**Section 17.5. League Investigations:** Players are required to cooperate with investigations conducted by the PWHL consistent with the process described in **Section 17.2 and 17.3**. Failure to so cooperate, in the absence of a Player's reasonable apprehension of their own criminal prosecution, may subject the Player to reasonable fines and/or suspensions imposed by the PWHL.

## **ARTICLE 18 GRIEVANCES AND ARBITRATION**

**Section 18.1. Definitions:** A "Grievance" is any dispute involving the interpretation or application of or compliance with any written agreement between the PWHL and the PWHLPA or between a Player and the PWHL. The Grievance procedures set forth in **Sections 18.3 and 18.4**, below, shall be the sole and exclusive Grievance procedures for alleged violations of this Agreement and/or an SPA.

**Section 18.2. Right to Discipline:** The parties recognize that a Player may be disciplined for just cause, as provided in **Article 17**. All Player discipline imposed by the PWHL or its Teams shall be subject to the Grievance procedures set forth in **Sections 18.3 or 18.4**, below.

**Section 18.3. Grievances Involving On-Ice Discipline and Detrimental Conduct Issued by the PWHL:** All Grievances involving the imposition of discipline upon a Player by the PWHL with respect to on-ice conduct or conduct that the Hockey Operations Officer or their designee determines is detrimental or prejudicial to the best interests of any or all of the League Entities or the sport of hockey shall be resolved exclusively as follows:

- (a) Notification of Discipline. The Hockey Operations Officer or their designee shall have exclusive jurisdiction over all on-ice conduct and conduct that the Hockey Operations Officer or their designee determines is detrimental or prejudicial to the best interests of any or all of the League Entities or the sport of hockey. If discipline is imposed upon a Player by the PWHL for on-ice conduct, the PWHL shall be required to notify the Player and the PWHLPA in writing of the discipline. At the time the PWHLPA is notified of the discipline, the PWHL

also will provide the PWHLPA with any relevant portions of game footage, any relevant portion of game official(s)' reports, and any other evidence considered in connection with the discipline. If a Player is disciplined for on-ice conduct or conduct that the Hockey Operations Officer or their designee determines is detrimental or prejudicial to the best interests of any or all of the League Entities or the sport of hockey, the PWHLPA (acting on the Player's behalf) shall have the right to appeal such discipline to the Hockey Operations Officer and as set forth below. Except with respect to decisions that may be appealed, the decision of the Hockey Operations Officer or their designee shall be final and binding.

(b) Appeal Procedure. The PWHLPA, on behalf of a Player who has been disciplined for conduct under **Section 18.3(a)**, above, may initiate an appeal from the imposition of such discipline by delivering a notice of appeal ("**Notice of Appeal**") by email (with the original promptly sent by mail) or certified or overnight mail to the PWHL League Office (Attn: Hockey Operations Officer) within ten (10) business days from the date upon which the Player received written notice of the discipline. The Notice of Appeal shall be deemed delivered on the day it is actually received. The Notice of Appeal shall attach a copy of the written notice received by the Player concerning such discipline and briefly set out why the PWHLPA believes that the discipline is unwarranted. The delivery of a Notice of Appeal shall not excuse a Player from prompt compliance with such discipline, including the prompt payment of any fine or serving of a suspension, nor shall it delay, where applicable, the withholding of the Player's base Salary. If a decision rendered by the Hockey Operations Officer or their designee directs the return of any amounts paid by or withheld from the Player, such amounts shall be returned to the Player within ten (10) days following such decision.

(c) **Hearing.** Following its receipt of the Notice of Appeal, the PWHL League Office shall set a hearing date and time and communicate such information to the Player, the Player's Team, and the PWHLPA. All hearings will be held at the PWHL's League Office or, at the PWHLPA's option, by telephonic means. Each party shall pay its own travel costs associated with the hearing (including costs associated with any witnesses it intends to call). The individual presiding over the hearing ("**Hearing Officer**") shall be the Hockey Operations Officer or their designee. At the hearing, formal rules of evidence shall not apply and the Hearing Officer shall have the same discretion as a contract arbitrator as to which evidence to receive and all rules of procedure. At the conclusion of the hearing, the Hearing Officer may issue a decision immediately or take the matter under advisement. In either instance, a written notice of the decision setting forth its rationale shall be delivered to all parties within ten (10) business days of the hearing.

**Section 18.4.** In the event the Hearing Officer imposes a suspension of three (3) or more games or a fine of \$2,500 or more, the PWHLPA may file an appeal to the Impartial Arbitrator as set forth in **Section 18.5**, below.

**Section 18.5. Grievances other than for On-Ice Discipline or Detrimental Conduct:** A Grievance involving off-ice conduct or a breach of this Agreement may be initiated by the PWHLPA or the PWHL. Such Grievance must be initiated within ten (10) days from the date of the occurrence or non-occurrence of the event upon which the Grievance is based, or within ten (10) days from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the Grievance, whichever is later. All discipline for off-ice conduct or a breach of this Agreement shall be resolved exclusively as follows:

(a) **Filing:** A party shall initiate a Grievance by filing a written notice by email to the other party. Such Grievance shall include the date, a description of the issue in dispute, and the portion(s) of the written agreement(s) alleged to have been violated. The party served with a Grievance will respond in writing by email within fourteen (14) days of receipt thereof, indicating whether the Grievance is sustained or denied, and the initial reasons for the determination.

(b) **Grievance Committee:** If a Grievance is not resolved within fourteen (14) days after the response has been received, the Grievance shall be referred to a Grievance committee (unless the parties jointly agree to submit the matter directly to the Impartial Arbitrator), consisting of a representative appointed by the PWHL and a representative appointed by the PWHLPA (the "**Grievance Committee**"). Unless otherwise agreed, within fourteen (14) days following such referral, the Grievance Committee shall meet at a date and a time agreed upon. Such meeting shall either be in-person or virtual.

At the Grievance Committee meeting, the parties shall discuss with specificity the claims, issues, and/or questions presented by the Grievance and review and discuss the resolution and/or settlement of the Grievance.

Within fourteen (14) days following the Grievance Committee meeting, the Grievance Committee will notify the parties by email, indicating whether the Grievance is sustained, denied, or unresolved by the Grievance Committee, and the reasons for the determination.

(c) **Arbitration:** If the Grievance is not resolved by the Grievance Committee, the grieving party may, within fourteen (14) days after receipt of the **Section 18.4(b)** notification, elect to arbitrate the Grievance as set forth herein. A party electing to arbitrate a Grievance shall do so by filing a written notice of intention to arbitrate to the other party and the Impartial Arbitrator via email. All arbitration proceedings hereunder shall be confidential and shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

(d) **Selection of Impartial Arbitrator:** There will be one impartial arbitrator (the “Impartial Arbitrator”) appointed jointly by the parties, who shall serve from year to year; provided, however, that between July 1 and July 31 of any calendar year, either of the parties to this Agreement may discharge the Impartial Arbitrator by serving written notice upon the Impartial Arbitrator and the other party during that period. The Impartial Arbitrator so discharged shall render decisions in cases in which the hearing(s) has been held and the record has been closed, but in no other cases. The parties, after reasonable search and due diligence, shall thereupon either agree upon a successor Impartial Arbitrator or, failing agreement, an ad hoc Impartial Arbitrator shall be selected by alternatively striking from a list of qualified arbitrators received from the American Arbitration Association pursuant to its Labor Arbitration Rules.

(e) **Arbitrator’s Decision and Award:** The Impartial Arbitrator will issue a written decision within thirty (30) days of the close of the record, or after the filing of briefs, if desired, by either party to the arbitration. The Impartial Arbitrator shall not have jurisdiction or authority to add to, detract from, amend, or alter in any way the provisions of this Agreement, a Player’s SPA, or any written agreement between the parties. The decision of the Impartial Arbitrator will constitute full, final, and complete disposition of the Grievance, and will be binding upon the Player(s) involved and the parties to this Agreement.

(f) **Fees and Costs:** The fees and expenses of the Impartial Arbitrator and any other mutually agreed upon joint costs of the arbitration shall be shared equally by the parties. The parties shall each be responsible for their separate costs.

**Section 18.6. Timeliness:** Any time periods provided for in this **Article 18** may be extended only by mutual written agreement of the parties.

## **ARTICLE 19 PLAYER COUNCIL**

**Section 19.1. Establishment:** The PWHL and the PWHLPA agree to the establishment of a Player Advisory Council (“**Council**”) to allow continued dialogue between the PWHL, the

Teams, and the Players. Each Team will elect one (1) Player representative, with those representatives representing the PWHLPA, and the PWHL may designate up to four (4) representatives. The Council will meet at least two (2) times each League Year to discuss issues of mutual concern other than pending Grievances.

**Section 19.2. Purpose:** To further these interests, the parties endorse the Council as a non-exclusive means for identifying and understanding the PWHL and Player issues and ideas for best practices. The parties intend to continue to foster an ongoing, communicative relationship in which the Players and the PWHL are encouraged to speak freely with each other in seeking to identify issues or concerns and/or ideas for best practices to support Players, the PWHL, and the Teams. The Council shall not be a forum for collective bargaining and the Council shall have no bargaining authority. Disposition of matters by the Council shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

**Section 19.3. Council Meetings.** Each party is responsible for its own costs associated with attending the meetings. A representative(s) of the PWHLPA may also attend the meeting. Any Council member may propose topics for consideration to be included in the meeting agenda. The agenda items shall be reviewed and shall be limited to items which are of a group rather than individual interest or concern and shall not include issues that are being proceeded under the Grievance Procedure. The parties shall review the proposed agenda items and agree to a joint agenda at least two (2) weeks prior to the meeting.

## **ARTICLE 20 MEDIA APPEARANCES**

A Player shall be available for and participate in appearances and/or interviews for television, film, audio/radio, newspaper, digital media, magazine, and other media representatives at the request of the PWHL and/or the Team. Media appearances shall include pre-game, in-game between periods, and post-game interviews, pre- or post-training interviews, media days associated with events such as All-Star Games, Playoff Games, etc., and shall not include any Promotional Appearances or Commercial Appearances, as defined in **Article 22**, below. All media appearances shall, if practicable, be conducted in the venue of a game or practice site. Locker rooms, however, shall be closed to the media. Players shall not unreasonably refuse to participate in media appearances. The PWHL and/or the Teams shall use good-faith efforts to use the entire Roster of Players throughout the course of the League Year to meet the demand for appearances/interviews, taking into consideration the requests of the media.

For the avoidance of doubt, nothing in this Agreement shall limit any or all of the League Entities or a media/broadcast partner from using the Likeness of any Player(s) in materials to promote any or all of the League Entities, any or all of the PWHL Games, and/or the sport of hockey, regardless of whether there is an associated sponsor.

## **ARTICLE 21 PROMOTIONAL RIGHTS AND APPEARANCES**

**Section 21.1. Promotional Rights:** The PWHL and the Teams shall have the right to display, use, and/or otherwise disseminate, by any means or media now known or hereafter developed, the Likeness of any or all Players, individually or collectively, to promote, market, or advertise any or all of the League Entities, any or all of the PWHL Games, and/or the sport of

hockey, regardless of whether there is an associated sponsor (collectively, the “**Promotional Rights**”).

**Section 21.2. Promotional Appearances:** Upon request by the PWHL or a Team, a Player shall participate in up to ten (10) Promotional Appearances of up to two (2) hours in duration each on behalf of the PWHL or the Team, as applicable, in each League Year, at reasonable places and at reasonable times. A “**Promotional Appearance**” is any public or community appearance by a Player that promotes the any or all of the League Entities, any or all of the PWHL Games, and/or the sport of hockey, and which is not a Commercial Appearance. Promotional Appearances may include, but are not limited to, youth organizational visits, charitable appearances, public service or other community service event appearances, award shows, projects and programs, photo shoots, skills shows, talks, speeches, autograph signings on non-game days not to exceed one (1) hour, clinics (not to exceed one (1) hour) that are used to promote any or all of the League Entities, any or all of the PWHL Games, and/or the sport of hockey. A Player shall not be required or compelled to play hockey as part of any Promotional Appearance.

**Section 21.3. Excess Promotional Appearances:** If, at the request of the PWHL or a Team, a Player makes any Promotional Appearances in excess of the Promotional Appearances provided under **Section 21.2**, above, the Player shall be compensated at the rate of five hundred dollars (\$500) for each additional Promotional Appearance of up to two (2) hours (exclusive of travel time) beyond the first ten (10) Promotional Appearances. Any travel time over one (1) hour will count toward the two (2)-hour session. If a Player consents to any Promotional Appearance of more than two (2) hours in length (exclusive of travel time), the Player shall be compensated at the rate of one hundred dollars (\$100) for each hour (or portion thereof) after two (2) hours.

All Promotional Appearances (individual and Team) shall count toward the number of Promotional Appearances.

**Section 21.4. Notice and Limitations:** Promotional Appearances will not be scheduled prior to a game on a game day.

The PWHL or its Teams must provide the Player with no fewer than three (3) days’ notice of a Promotional Appearance. If fewer than three (3) days’ notice is provided, a Player may still, but is not obligated to, consent to the requested appearance.

Players shall be given a reasonable amount of time between the end of training and the commencement of a Promotional Appearance. If a Promotional Appearance is scheduled to commence within two (2) hours after the end of training or other Player duties, a meal or Per Diem must be provided by the Team or the PWHL.

The PWHL and each Team shall use good-faith efforts to use the entire Roster of Players throughout the course of the League Year to meet the demand for Promotional Appearances. A Player may not be required to make more than three (3) Promotional Appearances in a League Year before at least twenty (20) Players on the Team have made or have been scheduled by the Team or League to make at least one (1) Promotional Appearance in that League Year. A Player may not be required to make more than six (6) Promotional Appearances in a League Year

before at least twenty (20) Players on the Team have made or have been scheduled by the Team or League to make at least two (2) Promotional Appearances in that League Year. For the avoidance of doubt, if a Player is scheduled to make a Promotional Appearance, but does not make such Promotional Appearance, such instance shall satisfy the League's obligation to schedule that Player for a Promotional Appearance under this provision.

No Promotional Appearances shall be made on behalf of a commercial League sponsor, nor shall any Promotional Appearances require a Player to give a testimonial for any product or service.

Players traveling for Promotional Appearances shall be reimbursed for travel and related expenses in accordance with **Sections 8.6, 8.8, and 8.10**, above.

**Section 21.5. Autographs:** The PWHL and/or its Team(s) may reasonably require Players to sign autographs for fans following the conclusion of any PWHL Games in accordance with this **Section 21.5**. Post-game autograph signings shall not be compensated. In addition, in each League Year, a Player may be required to participate in two (2) autograph signing sessions on non-game days without additional compensation. Such signings shall be considered Promotional Appearances under **Section 21.2**, above. Any required autograph signing sessions not covered by this **Section 21.5** or **Section 21.2**, above, shall be compensated in accordance with either **Section 21.3** or **Section 22.1**, as appropriate. Required autograph signings shall not be longer than thirty (30) minutes on a game day and sixty (60) minutes on non-game days. No more than twelve (12) Players may be required to be present at each game day autograph signing, and each Team shall use good-faith efforts to use the entire roster of Players throughout the course of the League Year in connection with autograph signings.

**Section 21.6. Timing of Payments:** Payments for any appearances subject to this **Article 21** shall be made to the Player within thirty (30) days of the appearance, subject to applicable withholdings. Information concerning payments made under this Section shall be shared with the PWHLPA on a quarterly basis.

## **ARTICLE 22 COMMERCIAL RIGHTS AND APPEARANCES**

**Section 22.1. Commercial Appearances:** A “**Commercial Appearance**” is any appearance by a Player in which the primary purpose of the appearance is to promote a commercial affiliate or commercial enterprise other than any or all of the League Entities, any or all of the PWHL Games, or the sport of hockey. When the PWHL or a Team requests that a Player make a Commercial Appearance, the Player shall be compensated a minimum of one-thousand dollars (\$1,000) for the Commercial Appearance for up to two (2) hours (exclusive of travel time). If a Player consents to a Commercial Appearance of more than two (2) hours in length, the Player shall be compensated at a minimum rate of \$1,500 for each hour or portion thereof after two (2) hours. A Commercial Appearance on behalf of a sponsor may include the appearance itself as well as the sponsor's right to use or to refer to the Commercial Appearance within a day following the appearance.

Except as set forth below and in the Group Commercial License Agreement, the PWHL and the Teams may not compel a Player to participate in a Commercial Appearance or endorse or

otherwise support any product, service, and/or political or philosophical messaging that conflicts with a Player's sincerely held political, moral, philosophical, or religious beliefs. In addition, the PWHL may not compel a Player to engage in any activity that violates or conflicts with the terms of a Player's individual agreement(s) with a sponsor(s) or with an agreement that the Player is negotiating in good faith, provided that the Player discloses such sponsor agreement terms to the PWHL in accordance with terms of the Player's SPA.

Players traveling for Commercial Appearances shall be reimbursed for travel and related expenses in accordance with **Sections 8.6, 8.8 and 8.10**, above.

Notwithstanding the above, in addition to their other contractual commitments, Players will, upon request, participate in an annual sponsorship event for the partners of the League and its Teams.

## **Section 22.2. Group Commercial Rights**

(a) **Joint Marketing Committee.** The PWHLPA and the League will establish a joint marketing committee consisting of three (3) Players appointed by the PWHLPA and three (3) committee members appointed by the League. The joint marketing committee will discuss aggressive marketing, advertising, sponsorship, licensing, and promotional opportunities for consideration by the League, which will have the ultimate discretion as to all initiatives.

(b) **Group Commercial License Rights.** The League recognizes that the Players have authorized the PWHLPA to act as their exclusive worldwide agent for licensing the use of the Likenesses of three (3) or more Players for a commercial purpose (the "**Group Commercial Rights**"). The PWHLPA, on behalf of present and future Players, and the League entered into the Group Commercial Licensing Agreement dated as of [ ], 2023 (the "**Group Commercial License Agreement**"), pursuant to which the PWHLPA granted to the League **Entities** the exclusive worldwide right to use the Likeness of the Players for such group licensing purposes as are set forth in, and in accordance with the terms of, the Group Commercial License Agreement. The Group Commercial Rights include instances where the Likeness of three (3) or more Players are featured on a single product (for example, a single bobblehead featuring three (3) or more Players) or where three (3) or more Players are featured on individual products within a product line or brand (for example, three (3) or more separate bobbleheads, each of which features only one (1) Player, offered by a company in a given year and at least three (3) bobbleheads of different Players offered for sale at the time the first one is offered for sale). The Group Commercial Rights also include, subject to the limitations and obligations set out in the Group Commercial License Agreement, promotional uses in which three (3) or more Players are used by a third party (i.e., not the PWHL or any PWHL Team) to promote the third party's brand, product line, or services, including in connection with corporate sponsorship, advertising, Promotional Materials, sweepstakes, contests, premiums, events, or other programs. The Group Commercial Rights consist of, but are not limited to, promotional rights,



licensing rights, and sponsorship rights. Notwithstanding the foregoing and to avoid any confusion, the parties acknowledge and agree that the Group Commercial Rights do not include (i) the use of fewer than three (3) Players' Likenesses, whether individually or together, for a commercial purpose; or (ii) the use of the Likenesses of any or all Players, individually or collectively, to promote any or all of the League Entities, any or all of the PWHL Games, and/or the sport of hockey (as such Promotional Rights are granted to the PWHL pursuant to **Section 21.1**, above). Individual commercial rights shall be granted in accordance with **Section 22.1**, above. This Agreement shall not be construed to include any rights to use the Likenesses of any Player(s) in any manner that implies an individual endorsement or testimonial by such Player(s) of any third-party product, brand, or service. Nothing in this section shall prohibit the League from utilizing any materials created in connection with an agreed upon commercial use for promotional appearances.

**Section 22.3. Annual Payments for Use of Commercial Rights.** As set forth in the Group Commercial Licensing Agreement, and subject to the provisions of that agreement, the League will make the following annual payments in the following amounts to the PWHLPA, on the schedule and subject to pro-ration as set forth in the Group Commercial License Agreement.

Year 1: \$550,000

Year 2: \$566,500

Year 3: \$583,495

Year 4: \$601,000

Year 5: \$619,029

Year 6: \$637,600

Year 7: \$656,728

Year 8: \$676,430

Within ninety (90) days of ratification of the CBA, the parties will meet to engage in good faith discussions concerning a commercial rights payment structure so that Players may share in the

proceeds of merchandise sales. If the parties reach an agreement, this Section 22.3 may be amended to reflect a revised payment structure.

**Section 22.4. Reversion of Rights.** The rights and license that the PWHLPA granted to League under the Group Commercial License Agreement will revert to the PWHLPA following expiration or termination of this Agreement.

## **ARTICLE 23 ALL STAR GAME**

In the event the PWHL elects to hold an All-Star Game in any League Season, the PWHL will name a minimum of twenty-four (24) Players per ASG team roster (that is, if the ASG features two (2) teams of Players, there will be two (2) rosters; if the ASG features one (1) team of Players, there will be one (1) roster) as “All-Stars.” If named to an ASG roster, Players will participate in the ASG and related league events (collectively, the “**All-Star Events**”), unless unable to do so due to Injury. Players selected for, and who participate in, the All-Star Events shall be considered All-Stars for purposes of any performance bonus and/or base salary adjustment as set forth in this Agreement or the Player’s SPA. Players named to an ASG team roster but unable to participate in the ASG due to Injury will participate in the other All-Star Events, unless prevented from doing so due to their Injury. Players who participate in the ASG shall be entitled to a bonus as set forth in **Section 8.4**, above. Players who are selected as All-Stars but do not participate due to Injury shall still be entitled to the bonus.

## **ARTICLE 24 NO DISCRIMINATION**

This Agreement shall be applied to all Players without discrimination on the basis of religion, race, color, national origin, sex, gender, gender identity, sexual orientation, age, disability, marital status, parental status, or union activity, in accordance with applicable law.

## **ARTICLE 25 NO STRIKES / NO LOCKOUTS AND OTHER UNDERTAKINGS**

**Section 25.1. No Strikes:** Neither the PWHLPA nor any Player shall authorize, encourage, or engage in any strike (including sympathy strikes), work stoppage, slowdown, or other individual or concerted interference with the activities of the PWHL during the Term of this Agreement. Additionally, no Player shall decline to play or practice or fulfill any other obligations under their SPA or otherwise interfere with the activities of the PWHL or any Team, or individually or in concert encourage any other Player to do so for any reason because of any picketing or any labor dispute. Players may be disciplined for violating this **Article 25**. The PWHLPA agrees that it will not engage in any concerted activities to breach, induce the breach of, or threaten to breach or induce the breach of, any SPA.

**Section 25.2. Best Efforts of PWHLPA:** The PWHLPA shall not support or condone any action of any Player that is not in accordance with this **Article 25**, and the PWHLPA shall exert reasonable efforts to induce compliance with this **Article 25**. The PWHLPA will use reasonable efforts to prevent each Player from (a) refusing, or threatening to refuse, to participate in any PWHL Game or competition; (b) rendering, or threatening to render, services as a professional hockey player for another professional hockey league or team during the term of their SPA; (c) otherwise breaching, or threatening to breach, their SPA; and (d) making any demand upon the PWHL, including, but not limited to, a demand (accompanied by threats that

the Player will render services as a professional hockey player for another professional hockey league or team during the term of their SPA) that such SPA be renegotiated during the term thereof; provided, however, that this provision is not intended to prevent any Player from entering into negotiations with the PWHL with respect to the compensation to be paid to said Player for the Season(s) following the last playing Season covered by any SPA, or renewal or extension thereof.

**Section 25.3. No Lockout:** The PWHL shall not engage in a lockout during the Term of this Agreement. Notwithstanding the foregoing, nothing in this **Section 25.3** shall impair the rights accorded the PWHL by **Article 28 (Termination by PWHL/Force Majeure)**.

## **ARTICLE 26 NO HAZARDOUS ACTIVITIES**

Absent the express written consent of the PWHL, which shall not be unreasonably withheld, Players (and, for purposes of this **Article 26**, Reserve Players) are forbidden from engaging in activities that may involve significant risk of personal injury or illness, including, but not limited to:

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

Should injury or illness affecting a Player's ability to play hockey result from the Player's breach of this **Article 26**, the PWHL may (1) terminate this Agreement, (2) fine the Player, and/or (3) suspend the Player with or without pay, with no further rights or remedies due to the Player. Nothing in this **Article 26** is intended to require the Player to obtain written consent to participate as an amateur in the sport of golf, tennis, pickleball, handball, swimming, or hiking.

Nothing contained in this **Article 26** shall be construed to prevent any Player from conditioning in the Player's Off-Season, including, but not limited to, playing non-professional, non-competitive outdoor or indoor hockey.

Further, the PWHL shall not unreasonably withhold consent for any Player seeking to play hockey 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 League Marks shall be used in connection with any such event without the PWHL's advance written consent.

## **ARTICLE 27 SEASON SCHEDULE AND DRAFT**

**Section 27.1. Pre-Season Training:** Pre-Season training shall begin no earlier than November 1 in the 2023-24 season. Thereafter, Pre-Season training shall begin between two (2) and three (3) weeks prior to the start of each Regular Season. Following the 2023-24 season, Pre-Season shall be no fewer than two (2) weeks and no longer than three (3) weeks in duration. The PWHL shall make reasonable efforts to provide notice of the Pre-Season Start Date for the next League Season no later than one (1) month following the last Playoff Game of the prior League Season.

**Section 27.2. Compensation During Pre-Season Training.** Notwithstanding anything to the contrary in this Agreement, Players participating in Pre-Season training including, for purposes of this **Section 27.2**, players invited to participate in Pre-Season Training but who have not been signed to an SPA ("**Potential Players**") will receive a housing stipend equal to the properly pro-rated amount prescribed in Section 9.5, pre- and post-game and pre- and post-training meals, and/or Per Diem, in accordance with this Agreement. Players and Potential Players will receive a Pre-Season training stipend for each week that they are participating in Pre-Season Training of \$500 in the 2023-24 League Season, which shall be increased by three percent (3%) in each League Year of this Agreement. The Pre-Season training stipend shall be paid in installments in accordance with **Section 8.1(e)**, or on a weekly basis, at the discretion of the PWHL. For purposes of this Section 27.2, a week shall be interpreted as a consecutive seven (7) day period, regardless of whether the period starts on the first date of a calendar week, during which Pre-Season Training takes place. The Pre-Season training stipends shall apply fractionally to any partial portion of a week.

**Section 27.3. Pre-Season Roster Size:** Each Team shall bring a minimum of twenty-eight (28) Players and/or Potential Players to the Pre-Season training camp.

**Section 27.4. Number of Regular Season Games:** Except in the event of a Force Majeure Event, in all Seasons except for the 2023-2024 Season, Teams may play no fewer than thirty (30) Regular Season Games and no more than thirty-two (32) Regular Season Games in a single League Season, unless otherwise approved by the PWHLPA. Except in the event of a Force Majeure Event, in the 2023-2024 Season, Teams may play no fewer than twenty-four (24) Regular Season Games and no more than thirty-two (32) Regular Season Games. Any All-Star Game, Pre-Season Game, Playoff Game, or other Player Showcase Games, or other scrimmages

are not included in this number. Additionally, any international competitions are not included in this number.

**Section 27.5. Game Frequency:** Except in exigent circumstances, the PWHL will not schedule a Team for more than four (4) games in any seven (7) day period and no Team shall play on three (3) consecutive days.

**Section 27.6. The Draft:** The PWHL and the PWHLPA shall meet no later than twenty (20) days after the ratification of this Agreement to discuss the establishment of inaugural and subsequent drafts akin to other professional sports leagues' drafts.

## **ARTICLE 28 FORCE MAJEURE**

For purposes of this Agreement, “**Force Majeure Event**” shall mean the occurrence of any of the following events or conditions outside the reasonable control of the PWHL or its Teams that imposes substantial limitations on the ability of fans to attend games, makes it impossible, legally impermissible or hazardous, or creates a significant negative economic impact, for the PWHL or any of its Teams to hold team training and/or games, including, but not limited to: wars or war-like action (whether actual or threatened and whether conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism, or threats of sabotage or terrorism; government orders stemming from the COVID-19 pandemic or any other pandemic or epidemic; weather or natural disasters, including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms, or earthquakes, strikes or lockouts, or other work stoppages.

Upon the occurrence of a Force Majeure Event, the PWHL shall be relieved of its obligations to continue Player compensation and benefits for the duration of such Force Majeure Event. If the PWHL ceases hockey operations, whether due to a Force Majeure Event or otherwise, the PWHL shall be relieved of its obligations to continue Player compensation and benefits, provided that in no event shall Players receive severance pay and benefits less than those provided under **Section 7.6**. Upon request, the League shall engage in effects bargaining.

## **ARTICLE 29 MEDIA RIGHTS**

The PWHLPA agrees that the PWHL and all League-related entities have the right during and after the Term of this Agreement to use, exhibit, distribute, or license any performance by the Players under this Agreement or the Standard Player Agreement, in any or all media, formats or forms of exhibition and distribution, whether analog, digital or other, now known or hereafter developed, including, but not limited to, print, tape, disc, computer file, radio, television, motion pictures, other audio-visual and audio works, Internet, broadband platforms, mobile platforms, applications, and other distributions platforms (collectively, “**Media**”).

## **ARTICLE 30 SEVERABILITY AND GOVERNING LAW**

Nothing in this Agreement shall be construed to require either party to act contrary to any applicable federal, state, or local law, regulation, ordinance, governmental authority, or declaration.

The parties are executing this Agreement with the belief that it is in conformity with all applicable federal, state, and local laws, and governmental rules and regulations. In the event that any provision in this Agreement should be held illegal, invalid, or unenforceable for any reason by a court or agency which has proper jurisdiction over the matter, said illegality or invalidity shall not affect any of the remaining provision(s) of this Agreement, and the provision held illegal or invalid shall be fully severable and this Agreement shall be construed and enforced as if said illegal or invalid provision had never been included in this Agreement.

If either party desires to negotiate a new provision regarding any unlawful, eliminated portion of this Agreement, that party may serve written notice upon the other, of its desire to negotiate a new provision based on the invalidated portion of this Agreement. The parties shall meet within thirty (30) days of the written notice to negotiate possible changes to this Agreement. Any new provision to this Agreement brought about by these negotiations shall be in writing and signed by the parties hereto. In the meantime, the PWHL may immediately take steps to comply with applicable law.

This Agreement shall be governed by New York State law except where United States federal law applies.

This Agreement shall be binding upon and inure to the benefit of the PWHL, its Teams, the PWHLPA, and all Players covered by this Agreement.

IN WITNESS WHEREOF, the PWHL has caused this instrument to be executed by its duly authorized officer(s) and the PWHLPA, duly authorized by its members, has caused this instrument to be executed by its duly authorized officers.

**EXHIBIT 1**  
**PROFESSIONAL WOMEN’S HOCKEY LEAGUE**  
**STANDARD PLAYER AGREEMENT**

This Standard Player Agreement (“**Agreement**” or “**SPA**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Professional Women’s Hockey League (the “**PWHL**” or “**League**”) and \_\_\_\_\_, an individual whose address is shown below (the “**Player**”). In consideration of the mutual promises contained herein, the parties to this SPA promise and agree as follows:

**1. Definitions**

For purposes of this Agreement, in addition to the terms set forth in the Collective Bargaining Agreement, the following terms shall have the meanings given to them below:

- (a) “**All-Star Game**” or “**ASG**” shall mean a hockey exhibition game or multiple games played on the same date in the same location, hosted by the League that showcases the League’s star players.
- (b) “**Collective Bargaining Agreement**” or “**CBA**” shall mean the Collective Bargaining Agreement dated as of \_\_\_\_, 2023, between the PWHL and the PWHLPA, as such agreement may be amended from time to time.
- (c) “**Commercial Licensee**” shall mean any and all of the PWHL’s and/or a Team’s sponsors, product/service companies, suppliers, licensees, or other entities granted a license by or on behalf of the League to use the League Marks or other commercial identification rights.
- (d) “**Group Licensing Program**” shall have the meaning set forth in **Section 7(i)**.
- (e) “**Holding Out**” shall have the meaning set forth in **Section 12**.
- (f) “**IIHF**” shall mean the International Ice Hockey Federation, the governing body for hockey internationally.
- (g) “**League**” or “**PWHL**” shall have the meaning set forth in the preamble to this SPA.
- (h) “**League Entities**” shall mean, collectively, the PWHL, its affiliated entities, and the Teams.
- (i) “**League Events**” shall mean any PWHL Games; Team organized practices, clinics, press conferences, fan festivals, or promotional activities; and any other events that are sponsored, organized, or arranged by any of the League Entities.
- (j) “**League Marks**” shall mean the names, nicknames, slogans, emblems, logotypes, insignias, designs, artwork, trophies, uniforms, uniform designs, helmet designs, trademarks, trade names, service marks, trade dress, mascots (including all names and designs thereof), and stadium names and designs, that at any time were or are owned, applied to be registered or registered, controlled, cleared for use by, or on behalf of, or licensed by, any of the League Entities.
- (k) “**League Season**” or “**Season**” shall mean the period commencing with the Pre-Season Start Date and ending on the date of the final Playoff Game.



- (l) **“Likeness”** shall mean an individual’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 or digital likeness; (vi) identifiable features, marks, attributes, and characteristics, or any colorable imitation or adaptation thereof, including height, body markings (to the extent they have rights therein), actions, and celebrations; (vii) to the extent they have rights therein, biographical data; (viii) Performance Data; and/or (ix) other right of publicity characteristics.
- (m) **“Official Equipment Supplier”** shall mean the supplier or suppliers of equipment to the PWHL and/or its Teams, whether or not such equipment is hockey-related, as may be determined by the PWHL, at its sole discretion, from time to time.
- (n) **“Person”** shall mean any individual, partnership, corporation, limited liability company, trust, estate, or other entity.
- (o) **“Player Handbook”** shall mean the PWHL 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 such handbook may be amended from time to time.
- (p) **“Player Sponsor Agreement”** shall mean any personal sponsorship or endorsement agreement or other arrangement for endorsements, commercial appearances, or sponsorships entered into directly by the Player and in existence as of the date of this Agreement or, subject to any applicable League rule, subsequently entered into and disclosed in Exhibit 1 to the Schedule (as updated by the Player).
- (q) **“Player Showcase Game”** shall mean any non-Pre-Season Game, non-Regular Season Game, or non-Playoff Game between two (2) teams, or between a Team and a non-PWHL team, which is broadcasted, promoted, and/or generates revenue. For the avoidance of doubt, the All-Star Game shall not be deemed a Player Showcase Game.
- (r) **“Playoff Game(s)”** shall mean games scheduled by the PWHL during the Post-Season (*i.e.*, after the Regular Season) to determine the season champion.
- (s) **“Post-Season”** shall mean the period of the League Season following the conclusion of the Regular Season that includes the Playoff Games.
- (t) **“Pre-Season”** shall mean the period of the League Season from the Pre-Season Start Date until the Roster Compliance Date in which the teams engage in practices, scrimmages, and exhibition games prior to and in preparation for the Regular Season.
- (u) **“Pre-Season Game”** shall mean games between two (2) Teams scheduled by the PWHL during the Pre-Season.
- (v) **“Promotional Rights”** shall mean the right to display, use, and/or otherwise disseminate, by any means or media now known or hereafter developed, the Player’s Likeness for the promotion, marketing, or advertising of the League Entities, any PWHL Game, or the sport of hockey in general, during or after the Term of this Agreement, consistent with the CBA.
- (w) **“PWHL Game”** shall mean any All-Star Game, Pre-Season Game, Regular Season Game, Playoff Game, Player Showcase Game, and any League-sanctioned tournament

game or scrimmage.

- (x) **“Regular Season”** shall mean the period between the Pre-Season and the Post-Season.
- (y) **“Regular Season Game”** shall mean games between Teams scheduled by the PWHL during the Regular Season.
- (z) **“Related Entity”** shall mean, when used in reference to the PWHL or a Team Operator, (i) any Person who directly or indirectly controls, is controlled by, or is under common control with the PWHL or the Team Operator, (ii) any Person who is an officer, partner, member, or trustee of, or serves in a similar capacity with respect to, the PWHL or the Team Operator, or for which the PWHL or the Team Operator is an officer, partner, member, or trustee, or serves in a similar capacity, (iii) any Person who directly or indirectly is the beneficial owner of ten percent (10%) or more of any class of equity securities of the PWHL or the Team Operator, or of which the PWHL 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 immediate family (which shall include for purposes of this Section 1(x), an individual’s current spouse, parents, parents-in-law, grandparents, children (including adopted children), children-in-law, siblings, and grandchildren (including Persons adopted by a child), or a trust or estate, all of the primary beneficiaries of which consist of such individual or such immediate family members) of any Person referenced in subsections (i), (ii), and (iii), above.
- (aa) **“Roster”** shall mean the list of PWHL Players whose rights are currently assigned to a Team who entered into an SPA with the PWHL.
- (bb) **“Roster Compliance Date”** shall mean the date in which a Roster must meet all applicable rules.
- (cc) **“Roster Freeze Date”** shall mean the date after which Teams may no longer waive Players or add Players to their Roster, except for (1) players to fill the position of goalie, (2) Players replacing those performing for the National Team, or (3) Players returning from or replacing those on the Short-Term Injury List or Season-Ending Injury List.
- (dd) **“Schedule”** shall mean the schedule to this Agreement, which is attached hereto and incorporated herein by this reference.
- (ee) **“Team”** shall mean a women’s hockey team participating in the PWHL. Where appropriate, such term shall be deemed to include a reference to the Team Operator.
- (ff) **“Team Operator”** shall mean any entity authorized by the PWHL to operate the Team, either on behalf of the PWHL or such other Person to whom the PWHL has granted such rights. For the avoidance of doubt, the PWHL may designate itself, or any of its Related Entities, as a Team Operator.
- (gg) **“Term of this Agreement”** shall mean the period commencing as of the Employment Commencement Date and ending on the Termination Date, each as defined and set forth in the Schedule to this Agreement, unless this Agreement is terminated prior to the Termination Date pursuant to its terms, in which case “Term of this Agreement” shall mean the period commencing as of the Employment Commencement Date and ending on the date of such termination.
- (hh) **“Uniform”** shall have the meaning set forth in **Section 7(e)**.

## 2. Player's General Duties and Responsibilities

- (a) The Player's employment with the PWHL shall be for the Term of this Agreement, as described above.
- (b) During the Term of this Agreement, the Player shall owe the following general duties and responsibilities to the PWHL, subject to the provisions of the CBA: (i) the Player shall perform their duties as a Player and promoter of hockey, the Team, and the PWHL, as set forth in this Agreement and the CBA; (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 and thereafter maintain such good physical condition in accordance with the CBA and this Agreement; (iv) the Player shall be available and promptly report for and fully participate in all of the training and practice sessions, meetings, and PWHL Games of the Team, and, if invited, the Player will practice and play for any PWHL All-Star Game (unless unable to do so due to injury); (v) upon request by the PWHL or the Team, the Player shall participate in promotional and publicity activities of the PWHL and/or the Team; (vi) the Player shall cooperate with television, radio, newspaper, magazine, internet, and other news media representatives and participate in a reasonable number of interviews, and shall cooperate with the PWHL and the Team, separately and together, to be available for such news media photo sessions and interviews as may be required; (vii) the Player shall upon request by the PWHL or the Team (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 benefit of the development of hockey, the Team, and the PWHL, or in connection with a Commercial Licensee; and (viii) the Player shall perform the Player's duties and responsibilities at such place or places and at such times as may be designated by the PWHL 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, Canada, or, if any Team is located there, another country, in order to satisfactorily fulfill the Player's duties under this Agreement, consistent with the CBA. In addition, the Player recognizes that the Team will compete nationally and internationally. Thus, the Player may be required to engage in such travel as may be required by the PWHL to satisfactorily fulfill the Player's duties under this Agreement and shall undertake such travel in accordance with the PWHL's directions, unless the PWHL requests that the Player make the Player's own arrangements.
- (c) At all times during the Term of this Agreement, and in accordance with the CBA, the Player shall: (i) not play hockey for any team other than the Player's Team except with the prior written consent of the PWHL, 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 PWHL Substance Abuse Policy, and generally develop and maintain physical and mental readiness necessary to play for the Team; (iii) serve as spokesperson for the game of hockey, the Team, and the League when requested by the PWHL to do so; (iv) comport and conduct themselves at all times, both on and off the ice, to a high standard of honesty, fair play, and sportsmanship, and in a manner befitting their position as a representative and promoter of the game of hockey, the Team, and the League, and comply with all applicable laws; and (v) refrain from conduct that is detrimental to the best interests of the Team or of the PWHL.
- (d) No Hazardous Activities. Absent the express written consent of the PWHL, which

shall not be unreasonably withheld, the 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 (not including training), wrestling, motorcycling, moped-riding, auto-racing, skydiving, cliff-diving, bobsledding, lugging, 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 hockey;
- (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 the Player's ability to play hockey result from the Player's breach of this Section 2(d), the PWHL may (1) terminate this Agreement, (2) fine the Player, and/or (3) suspend the Player with or without pay, with no further rights or remedies due to the Player.

Nothing in this Section 2 is intended to require the Player to obtain written consent to participate as an amateur in the sport of golf, tennis, pickleball, handball, swimming, or hiking.

Nothing contained in this Section 2 shall be construed to prevent the Player from conditioning in the Player's Off-Season, including, but not limited to, playing non-professional, non-competitive outdoor or indoor hockey.

Further, the PWHL shall not unreasonably withhold consent for the Player seeking to play hockey for or in connection with non-competitive charity or alumni events, provided that no more than five (5) PWHL players participate in any single event. Moreover, no League Marks shall be used in connection with any such event without the PWHL's advance written consent.

### **3. Compensation, Expenses, and Other Benefits**

- (a) Unless this Agreement is terminated pursuant to the provisions set forth herein or in the CBA, during the Term of this Agreement, the Player shall receive the compensation set forth on the Schedule.
- (b) The PWHL'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 or receiving any payment because of applicable laws, regulations, rulings, executive orders, or other governmental restrictions, or because the Player has not received appropriate clearances from IIHF or any relevant governing body, unless such a situation has arisen as a result of the PWHL'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 the PWHL 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 the PWHL and the PWHLPA.

- (d) While providing specific services to the PWHL and the Team, the Player will be covered by workers' compensation insurance or an equivalent insurance per the terms of the plan or policy. The Player acknowledges that both the PWHL and the Team to which the Player is assigned are the Player's employer for the purposes of worker's compensation law.

#### **4. Term and Termination**

- (a) The Player may terminate this Agreement upon fourteen (14) days' written notice via email to the PWHL (with copy to the General Manager of the Player's Team) and the PWHLPA if the PWHL (i) 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 the PWHL in this Agreement; and (ii) fails to substantially remedy such default within fourteen (14) days after receiving such notice or, if the PWHL denies that a default has occurred, a Grievance (as defined in the CBA) is filed and the Impartial Arbitrator determines that a default has occurred.

The Player agrees that the Player shall have no right to terminate this Agreement prior to the conclusion of the Term of this Agreement, other than (i) as expressly set forth in this Agreement, (ii) by mutual written agreement with the PWHL, or (iii) consistent with the CBA. The Player and the PWHL agree that it is the specific intent of both parties that this Agreement remains valid and enforceable during the entire Term of this Agreement (including any extension pursuant to the Schedule).

- (b) Consistent with the CBA, the PWHL may (1) terminate this Agreement, and/or (2) fine the Player, and/or (3) suspend the Player with or without pay, at any time upon twenty-four (24) hours' written notice to the Player, for any of the following reasons:
  - (i) if the Player fails to comport and act, at all times, in a manner reasonably befitting their position as an employee of the PWHL, a member of the Team, and as spokesperson for and representative of the Team, the PWHL, and the game of hockey, including, but not limited to, misconduct by or serious allegations against the Player that threaten to or do bring the PWHL or the Team into disrepute or scandal, including, but not limited to, sexual assault or harassment, domestic violence, criminal convictions, or acts of moral turpitude, or if the Player has been convicted of, or pleads nolo contendere to, a felony;
  - (ii) if the Player engages in alcohol or drug abuse or uses alcohol or drugs in a manner that interferes with the performance of their duties for the PWHL or the Team or is in contravention of any PWHL Substance Abuse Policy;
  - (iii) if the Player engages in a course of deliberate insubordination or a single egregious act of insubordination, subject to the Player's rights under federal labor law;
  - (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 a medical evaluation in accordance with this Agreement and/or the CBA or to medical treatment recommended in accordance with the procedures set forth in Section 10, below;
  - (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 the PWHL's written notice to the Player of such breach, provided that if such breach is simultaneous with or consecutive to another similar breach, the PWHL has no duty to provide the Player

with further notice and opportunity to remedy;

- (vi) if the Player violates any rules set forth in this Agreement, the Player Handbook, and/or the CBA; or
  - (vii) if the Player breaches any of their general duties and responsibilities pursuant to Section 2(b), above.
- (c) Without limiting the other provisions of this Agreement regarding termination, the PWHL may terminate this Agreement in accordance with the CBA if the Player fails, in the sole and absolute discretion of the PWHL, to exhibit sufficient skill or competitive ability to qualify for or continue as a member of the Team's Active Roster, provided that if the PWHL has not so terminated this Agreement prior to the Roster Freeze Date, it may not be terminated in that League Year.
- (d) Upon any termination of this Agreement by either the Player or the PWHL, all obligations of the PWHL to the Player, including, without limitation, any obligation to pay any amounts to the Player or to provide any benefits to the Player, subject to Section 4(e), below, shall cease on the effective date of termination, except as expressly stated in the CBA.
- (e) If the PWHL terminates this Agreement for any reason(s), including for misconduct other than gross misconduct, and the Player is no longer employed by the PWHL, the Player shall become eligible to elect continuation coverage under COBRA in accordance with applicable law. Except as provided in the CBA, the Player shall be responsible for payment of the COBRA premiums.

## 5. Trades, Loans, and Transfers

Without limiting Section 2(b) above, the Player may be reassigned to any Team in the League as directed by the PWHL and consistent with the CBA.

## 6. Notices

Any and all notices given or required to be given pursuant to this Agreement shall be sent by personal delivery, email, or by reputable overnight mail service (including, without limitation, Federal Express, UPS, and DHL), and shall conclusively be deemed to have been received (a) if personally delivered, 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), (b) if sent by overnight mail, on the next day on which deliveries are made by such service in such area, or (c) in the case of email, on the same day if sent prior to 5:00 p.m. local time for the recipient on a business day, or on the next day following the date on which it was emailed, if sent after 5:00 p.m. local time for the intended recipient:

If to the PWHL, at:

**[ADDRESS/EMAIL]**

Attention: \_\_\_\_\_

If to the Player, at the address set forth under the Player's name, or the name of the Player's agent below or such other address as shall have been provided to the PWHL in writing in accordance with this Section 6.

All notices sent to either the PWHL and/or the Player in connection with this SPA

shall also provide written copy to the PWHLPA, at

[ADDRESS/EMAIL]

Attention: \_\_\_\_\_

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

- (a) The Player agrees that, subject to the terms of this Agreement, the CBA, and the Group Commercial Licensing Agreement, the PWHL and the Team shall have the right to use the Player's Likeness, individually and/or as part of a group with other players or individuals, including at or in connection with any League Events (including any telecast or broadcast of PWHL Games), in each case, in any medium or format, including, but not limited to, 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.
- (b) The Player also agrees to be available during the Term of this Agreement, individually or with other players on their Team or in the PWHL, to create materials (e.g., advertisements, signage, giveaway items) utilizing the Player's Likeness that are to be used for the promotion of the League Entities, the PWHL Games, and/or the sport of hockey ("**Promotional Materials**") at such reasonable times and places as the PWHL or the Team shall designate, provided that such be considered a Promotional Appearance subject to the terms of the CBA. The Player agrees that the PWHL and/or the Team shall have Promotional Rights with respect to the Promotional Materials. All worldwide rights, including, but not limited to, copyright, in the Promotional Materials shall belong to the PWHL. All rights in the Promotional Materials and all Promotional Rights with respect to such Promotional Materials shall be exclusive and irrevocable and shall survive the expiration or termination of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated). The right of the PWHL and/or the Team to continue to use the Promotional Materials shall be at all times subject to the CBA and such restrictions shall survive the expiration or termination of this Agreement.
- (c) In addition to and without limiting the foregoing, the Player agrees to accept (and to enter into any necessary agreements to facilitate) commercial sponsorship or endorsement opportunities presented to the Player by the PWHL at the Player's fair market value for such sponsorship or endorsement opportunity, subject to a maximum requirement from the Player of two (2) such active deals per League Year; provided, however, that in no event shall the Player be required to endorse or otherwise support any product, service, and/or political or philosophical messaging that conflicts with the Player's sincerely-held political, moral, philosophical, or religious beliefs, and provided further that the PWHL may not compel the Player to engage in any activity that violates or conflicts with the terms of an existing Player Sponsor Agreement, the existence of which has been disclosed to the PWHL in accordance with Section 7(f) below, or a Player Sponsor Agreement that the Player is in good faith negotiating. The commercial sponsorship or endorsement opportunities presented to the Player by the PWHL pursuant to this Section 7(c) are distinct from, and in addition to, any Commercial Appearances that the Player may make pursuant to the CBA. The Player acknowledges that a Commercial Appearance on behalf of a sponsor may include the appearance itself as well as the sponsor's right to use or to refer to the Commercial Appearance within a day following the appearance.
- (d) The Player acknowledges that the PWHL shall have the exclusive right to sublicense (in one or multiple tiers) or assign the right to use the Player's Likeness in connection with
  - (i) the telecasts, broadcasts, film or video documentaries, advertisements, and/or

promotions of the PWHL Games, (ii) reportorial purposes by the media, (iii) game programs, yearbooks, magazines, and similar publications, and (iv) other purposes in which the focus is on the League Entities or the PWHL Games, and not on the Player individually. The Player further acknowledges that the rights granted or assigned by the Player to the PWHL in this Section 7(d) are without the Player's further approval or consent, and such rights shall survive the expiration or termination of this Agreement.

- (e) The Player agrees that they shall display only such brand names/logos that are sponsors of their Team and/or the PWHL (and shall promptly comply with any and all other reasonable guidelines and directives hereinafter issued by their Team and/or the PWHL) at League Events and/or at any other time when representing their Team and/or the PWHL; provided, however, that if the Team and the PWHL have competing sponsors, the Player shall only display such brand names/logos that are sponsors of their Team. Notwithstanding the above, (i) the Player shall be permitted to display (a) clothing brand names/logos (*for example*, Adidas, Nike, Under Armour, Puma; *but not* Coca-Cola, Ford, McDonald's) on clothing of their choice, and (b) headphone brand names on headphones of their choice, when representing their Team and/or the PWHL, but the Player may be required to remove or cover such clothing or headphone brand names/logos if such brand competes with either (x) an exclusive sponsor(s) of their Team and/or the PWHL, or (y) a sponsor(s) of such League Event, (ii) the Player shall be permitted to wear the footwear, jewelry, and watches of their choice if such item does not display a brand name/logo other than of the manufacturer of such footwear, jewelry, or watch, and (iii) the Player may use the on-ice equipment (i.e., skates, pants, stick, gloves, helmet) of their choice, provided that such equipment is in a colorway and design approved by their Team, and provided further that, if their equipment of choice is not from an Official Equipment Supplier of the League, and if such non-Official Equipment Supplier does not enter into an agreement with the League for its name and/or logos to appear on-ice, the Player may be required to remove or cover the brand names/logos displayed on the equipment. If the Player requests to use on-ice equipment from a non-Official Equipment Supplier, the League shall negotiate in good faith with such non-Official Equipment Supplier regarding a commercially reasonable agreement (which will factor in what other similar Official Equipment Suppliers have paid to display their brand/logo on various pieces of similar equipment) to permit the name and/or logos of such non-Official Equipment Supplier to appear on ice during all PWHL Games and other on-ice League Events. In addition, the League and/or Team may affix to the Player's helmet any decals and/or the marks of any League and/or Team sponsor(s) (other than the marks of a competing helmet supplier). Notwithstanding any provision of this Agreement to the contrary, the Player shall wear the Uniform (as defined below) to be supplied by the League and/or the Team. The "**Uniform**" shall mean the Player's jersey and socks, all of which can bear the marks of the Official Equipment Supplier in addition to other League and/or Team sponsor(s). Additionally, at least every year, and more frequently, if necessary, the League shall provide the Player with all necessary equipment to perform their role as a PWHL Player. Without limiting the foregoing, but subject to this Section 7(e), the Player will use best efforts to encourage all personal sponsors and other third parties with whom the Player appears publicly (including, without limitation, television networks and conferences) to identify the Player as a player in the PWHL and/or for the Player's Team and, if requested by the PWHL and/or the Team, and as appropriate, the Player shall wear PWHL and/or Team-branded apparel.
- (f) Subject to the terms of this Agreement, the CBA, and the Group Commercial Licensing Agreement, the Player may enter into any Player Sponsor Agreements, make commercial appearances, and be sponsored by any entity, whether for pay or value-in-kind, on their own behalf or for any third party. The Player acknowledges, however, that they may not enter into any Player Sponsor Agreements that would be inconsistent with



or impose restrictions on the rights granted to the PWHL or the Team pursuant to and in accordance with the provisions of this Section 7 (other than the restrictions afforded to the Player with respect to their beliefs and Player Sponsor Agreements in accordance with Section 7(c)). The Player further acknowledges that they must disclose to the PWHL a list of active Player Sponsor Agreements, including the identity of the sponsor, on Exhibit 1 of the Schedule, to be promptly updated (reflecting additions and expirations) by the Player and provided to the PWHL from time to time as necessary, but in any event no less than five (5) days after the execution, expiration, or termination, as applicable, of any such Player Sponsor Agreement. The Player acknowledges and agrees that the Player has an affirmative obligation to use their best efforts to facilitate the introduction of any sponsor, endorser, or partner party to any Player Sponsor Agreement to the PWHL with the goal of having such sponsor, endorser, or partner also become a sponsor of the PWHL.

- (g) The PWHL recognizes that the Player owns the exclusive rights to their right of publicity, including, without limitation, to their Likeness and Biometric Data, and the Player recognizes that the PWHL owns exclusive rights to the League Marks, including, without limitation, its name, emblems, and uniforms, which the Player wears as a hockey player for their Team.
- (h) The PWHL and the Team hereby irrevocably grant to the Player during the period of this SPA and thereafter the right to use the name of the Team (but not the emblem or uniform unless otherwise agreed) to identify themselves, truthfully, as a Player of the Team or the PWHL, past or present, but not as part of a Player Sponsor Agreement or other commercial use, or in a manner that would threaten to or bring the PWHL or the Team into disrepute or scandal.
- (i) Grant of Group Rights.
  - (i) The Player hereby assigns the PWHLPA the exclusive and unlimited right to use, license and sublicense the right to use the Player's Likeness for use in connection with any product, brand, service, appearance, product line or other commercial use and any sponsorship, endorsement or promotion thereof, when the Likeness of three (3) or more PWHL players are involved, regardless of Team affiliation and whether that number is reached using such Likenesses simultaneously or individually as part of a related series, in any form, media, or medium (now known or hereafter developed) during a consecutive 12-month period (the "**Group Licensing Program**"). For sponsorships, endorsements, and promotions, the Group Licensing Program is further defined as those: (1) in any one product category, as defined by industry standards; or (2) in different categories if the products all use similar or derivative design or artwork, or one PWHL Player product is used to promote another PWHL Player product. The assignment of the Player Likeness herein to the PWHLPA does not include the right to use the Player's Likeness in association with the logos and/or marks of the Player's national federation team.
  - (ii) The assignment in this Section 7(i) shall expire one (1) year after this SPA expires, and may not be revoked, terminated, or otherwise assigned in any manner by the Player until such date. Neither the League, any Team, nor any of their respective Affiliates is a party to the terms of this Section 7(i), which is included herein solely for the administrative convenience and benefit of the Player and the PWHLPA.

## 8. Representations and Warranties

- (a) The Player represents and warrants as follows: (i) that they are not obligated to play

hockey 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; 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; (iii) that they do not and will not, either directly or indirectly, own any stock or hold any other ownership or financial interest in the PWHL or any Team Operator, or a Related Entity of either of them; (iv) 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; (v) 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 hockey during the Term of this Agreement and they have not knowingly concealed any such conditions; (vi) that, other than Player Sponsor Agreements, they are not a party to any agreement that would require them to wear or in any way endorse any product or would prevent them from wearing or endorsing any other product; (vii) that they have not breached any previous Standard Player Agreement with the PWHL, in particular, but without limitation, in connection with the provisions governing endorsement contracts; (viii) that their date of birth as it appears on the signature page of this Agreement is true and correct; and (x) that they have not committed any act, or pled guilty or been convicted of any offense, that would reasonably be expected to result in the United States or Canada refusing to permit the Player to live, work, or enter into such country.

- (b) The PWHL 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.

## **9. Rules, Regulations, and Discipline**

- (a) In accordance with the CBA, 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 (1) or more pay periods or termination of this Agreement.
- (b) The Player expressly acknowledges and agrees that the PWHL and the Team have the right to initiate discipline, including suspensions (with or without pay) and the imposition of fines, in accordance with the provisions of this Agreement, the CBA, the Player Handbook, and their respective rules, regulations, bylaws, and orders.
- (c) In accordance with the CBA, the PWHL shall deduct from any amounts due under Section 3, above, any fines or penalties levied against the Player by the PWHL and/or the Team, unless the amount of a fine or penalty exceeds \$250 and is under appeal in accordance with the Grievance procedures set forth in the CBA.
- (d) In accordance with the CBA, the PWHL's obligation to make any payments or provide any benefits may be suspended or this Agreement may be terminated by the PWHL if the PWHL becomes aware of serious conduct by or serious allegations concerning the Player that threaten to or do bring the PWHL or the Team into disrepute or scandal, including, but not limited to, sexual assault or harassment, domestic violence, criminal convictions, or acts of moral turpitude, or if the Player has been convicted of, or pleads nolocontendere to, a felony.
- (e) Without limitation to Sections 9(a) through 9(d), above, the Player specifically acknowledges that they shall be subject to discipline by the PWHL 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, if:

- (i) the Player (or any person or entity acting in association with the Player) receives any payment, in cash or in kind, from, or enters into any agreement involving any consideration to be paid or made available (directly or indirectly) to the Player with, the Team Operator, a Related Entity of the Team Operator, or a third party acting in association with the Team Operator, other than the PWHL; or
- (ii) the Player (or any person or entity acting in association with the Player) is involved in any attempt to fix, throw, or affect (other than on its merits) the outcome or course of, or any play or event in, any PWHL Game or any other organized hockey game, including by providing confidential information with respect to any participant; or
- (iii) the Player (or any person or entity acting in association with the Player) gives, accepts, or offers to give or accept, a bribe to fix, throw, or affect (other than on its merits) the outcome or course of, or any play or event in, any PWHL Game or any other organized hockey game, or places a wager on the outcome or course of, or any play or event in, any PWHL Game or any other organized hockey game; or
- (iv) the Player fails to report to the PWHL 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, or any play or event in, any PWHL Game or any other organized hockey game, or any wager by any other PWHL player or employee that would cause such person to violate any PWHL rule; or
- (v) the Player makes statements or engages in conduct, which in the Hockey Operations Officer's opinion is grossly prejudicial to the best interests of the League Entities or the sport of hockey; or
- (vi) the Player is in breach of Sections 2(b), 4(b), or 4(c) of this Agreement.

## **10. Physical Condition, Medical Examinations, Injuries, and Drug Testing**

- (a) The Player agrees promptly 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 hockey.
- (b) Prior to the start of the Player's participation in each League Season with the PWHL, the Player shall (i) submit to a Pre-Competition Medical Assessment in accordance with the CBA, (ii) complete a medical and physical examination by a physician designated by the PWHL or the Team, and (iii) 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, other than as a result of an illness or injury sustained in the performance of their duties under this Agreement and after determination by a Panel Physician in accordance with Article 11 of the CBA, the PWHL shall have the option to either (1) accept the Player as is; and/or (2) fine the Player and/or suspend the Player with or without pay to the extent consistent with the CBA; and/or (3) terminate this Agreement without further obligation upon either party to the extent consistent with the CBA.
- (c) In addition to the provisions of Section 10(b), above, the Player agrees to submit, on reasonable dates and times, to such reasonable additional medical examinations as may

be requested by the PWHL or the Team, and approved by the PWHL, 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 the PWHL'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, the PWHL 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 hockey for all or any part of any League Season during the Term of this Agreement, the PWHL shall, while such an injury persists, continue to pay the Player the amount and benefits set forth on the Schedule pursuant to Section 3(a) above, less any workers' compensation benefits payable to the Player, during the shorter of the period of such lack of fitness to play or the Term of this Agreement.
- (f) Any remuneration payable by the PWHL to the Player under this Agreement shall be reduced by the amount of any monies payable to the Player under the PWHL's workers' compensation insurance or disability insurance (excluding any award for permanent disability).
- (g) If the Player is unavailable for any reason other than an injury as set forth in Section 10(e), above, or as otherwise provided in the CBA, the PWHL 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 the PWHL determines, in its sole discretion, to continue the Player's compensation and/or benefits.
- (h) The Player hereby consents to be subject to: (i) drug testing conducted in accordance with any PWHL 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 USA Hockey, IIHF, Hockey Canada, or the PWHL in accordance with the provisions of the Player Handbook and the rules and regulations of USA Hockey, IIHF, or Hockey Canada, and the penalties incident thereto.
- (i) The Player shall, if requested to do so by the physician designated by the PWHL 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 the PWHL's and/or Team's physicians and officials where there is a reasonable business need for such disclosure, and to the workers' compensation insurance company of the PWHL, unless otherwise constrained by the CBA.

## **11. Player's Unique Skill and Breach of Agreement**

The Player represents and agrees that they have extraordinary and unique skill and ability as a hockey 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 the PWHL and to its assignees. In addition, the Player understands and acknowledges that failing to report to training, PWHL 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 the PWHL, then the PWHL and its assignees (in addition to any other remedies that maybe available to them under the law) shall have the right, in its sole and absolute discretion, obtain from any court (notwithstanding the Grievance procedures set forth in the CBA) having jurisdiction or the Impartial Arbitrator (as defined in the CBA), 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 hockey for any other person, firm, corporation, team, or organization during the Term of this Agreement without posting a bond or other security or proving actual damages. In any suit brought to seek such relief pursuant to this Section 11, the Player hereby waives their right, if any, to trial by jury.

## **12. Dispute Resolution**

- (a) Except for an action brought in court pursuant to the provisions of Section 11, above, the parties agree that disputes relating to or arising out of this Agreement shall be subject to the Grievance and Arbitration procedures set forth in Article 18 of the CBA.
- (b) The Player and the PWHL 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 (including any rule or regulation promulgated thereunder), other than as expressly contemplated in this Agreement and the Player Handbook, such action shall be barred to the fullest extent possible as a result of the exclusive remedy provided in Section 12(a), above.

## **13. 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) 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.
- (c) The Player and the PWHL hereby understand, acknowledge, and agree that, during the Term of this Agreement, the Player is employed by the PWHL for the services as set forth herein.
- (d) 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.

- (e) Consistent with the CBA, the Player shall be made available upon request to USA Hockey, Hockey Canada, or their national association for international games and Olympic Games competition, including preparation, qualification, and final tournament games in accordance with USA Hockey or Hockey Canada or other applicable national association rules and IIHF bylaws, provided that (i) those rules and bylaws are equally or less restrictive for the PWHL than past practice and that (ii) honoring such rules and bylaws would not materially compromise the ability for the PWHL to conduct a season in accordance with the terms of the CBA.
- (f) Except as otherwise set forth herein, the failure of the PWHL, the Player, or the PWHLPA to assert or enforce any of its rights under this Agreement shall not be construed as a waiver of that party's right to subsequently assert or enforce any of its rights under this Agreement, any other Standard Player Agreement currently in effect, or the CBA.
- (g) The Player acknowledges and agrees, by signing this Agreement below, that they have received and read in full the terms of this PWHL Standard Player Agreement and is in agreement with them.
- (h) 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 or the Group Commercial Licensing Agreement, the terms of the CBA and/or Group Commercial Licensing Agreement 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]