

**WOMEN'S NATIONAL BASKETBALL ASSOCIATION**

**WOMEN'S NATIONAL BASKETBALL PLAYERS ASSOCIATION**

**2026 COLLECTIVE BARGAINING AGREEMENT**

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## ARTICLE I

### DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings:

(a) “Additional Marketing and Promotional Compensation” means the compensation in U.S. dollars that is paid or payable to a player pursuant to a WNBA Marketing and Promotional Agreement.

(b) “Agreement” means this Collective Bargaining Agreement effective as of March 19, 2026.

(c) “Authorized WNBA Footwear Supplier” (or “Authorized Footwear Supplier”) means an entity granted the right by WNBA Enterprises to outfit one or more WNBA players with logo-identified basketball footwear to be worn during WNBA games.

(d) “Base Salary” means the salary that is set forth in Exhibit 1 to a Player Contract that is paid or payable in U.S. dollars to a WNBA player (including players whose Player Contracts have been terminated) for rendering services under such Contract.

(e) “Bona Fide Exclusive Endorsement Agreement” means a binding agreement that: (i) is between a player and a Bona Fide Licensee authorizing or granting the Bona Fide Licensee the right to use the Player Attributes of such player exclusively on or in connection with a product or service; (ii) provides for the player to receive at least five thousand dollars (\$5,000) annually; (iii) is submitted to WNBA Enterprises (along with a summary thereof in the form attached as Exhibit 3) prior to the January 1 before the Season for which the player seeks to have the Bona Fide Exclusive Endorsement Agreement applied to the activities set forth in Article XXVI, Section 1(a), Section 1(c) or Section 3; and (iv) once submitted, shall be kept

confidential by WNBA Enterprises. For clarity, Bona Fide Exclusive Endorsement Agreements identified in writing on or after the January 1 before the Season for which the player seeks to have the Bona Fide Exclusive Endorsement Agreements applied would not impact the WNBA or the player's WNBA team's rights under the License Agreement or this Agreement for that Season through the end of the calendar year. In the event that such use of Player Attributes continues beyond the end of the calendar year in violation of the immediately preceding sentence, the WNBA will use reasonable efforts to have the offending creative taken down (or the use of the Player Attributes limited to correct any such violation).

(f) "Bona Fide Licensee" means an entity that (i) was, prior to entering into a Bona Fide Exclusive Endorsement Agreement, regularly engaged in the business of making or selling the products or services that are covered by such Bona Fide Exclusive Endorsement Agreement with the intention of earning a profit from such business, (ii) is commencing the business of making or selling the products or services covered by a Bona Fide Exclusive Endorsement Agreement, within one year of the player's execution thereof, on a bona fide basis with the intention of earning a profit from such business or (iii) was, prior to entering into a Bona Fide Exclusive Endorsement Agreement, a bona fide tax exempt charitable organization that is making or selling the products or services covered by a Bona Fide Exclusive Endorsement Agreement for a legitimate charitable purpose and continues as a tax exempt charitable organization for the term of such Bona Fide Exclusive Endorsement Agreement. In the event of a dispute as to whether any license agreement entered into by a player is a Bona Fide Exclusive Endorsement Agreement, and not a bad faith attempt to defeat the grant of rights to WNBA Enterprises under this agreement, the burden of proof as to the agreement's bona fide nature shall rest with the player.

- (g) “Commissioner” means the Commissioner of the WNBA.
- (h) “Contract” (see “Standard Player Contract”).
- (i) “Contracting Team” means any Team that, by decision of the WNBA or such Team, ceases operations as a member of the WNBA following the date of this Agreement.
- (j) “Core Player” means a player so designated in accordance with Article VI, Section 7.
- (k) “Draft” or “WNBA Draft” means the annual WNBA draft of Rookie players in accordance with Article XIII.
- (l) “Draft Picks” means First Round Picks, Second Round Picks, and Third Round Picks.
- (m) “Draft Rookie” (see “Rookie”).
- (n) “Exception” means an exception to the rule that a Team’s Team Salary may not exceed the Salary Cap.
- (o) “Exempted Item” means (i) authentic or replica WNBA uniforms (including, but not limited to, game uniforms, t-shirt and sweater replica jerseys, warm-ups, practicewear, shooting shirts, celebration shirts, hats, and other celebration items); (ii) trading cards, including derivative and collateral products and digital products and other printed products (e.g., posters); (iii) games (both electronic and non-electronic, including, but not limited to, video games, mobile games, and fantasy games); and (iv) commemorative items (in addition to any such items included in any of the foregoing sections of this definition) in which a player’s entire Team or other recognized group of Team members (e.g., the starting line-up) is depicted.

(p) “Expansion Team” means any Team that becomes a member of the WNBA through expansion following the date of this Agreement and commences play during the term of this Agreement.

(q) “Extension” means an amendment to a Player Contract lengthening the term of the Contract by adding one or more additional twelve-month periods, other than pursuant to the exercise of an Option.

(r) “First Round Pick” means a player selected by a Team in the first round of the Draft.

(s) “Free Agent” means: (i) a Veteran Free Agent; (ii) a Rookie Free Agent; (iii) a Veteran whose Player Contract has been terminated in accordance with the WNBA waiver procedure; or (iv) a player whose last Player Contract was a 7-Day Contract or a Replacement Contract, and who either completed the Contract by rendering the playing services called for thereunder or was released early from such Contract.

(t) “Marketing and Promotional Agreements” means WNBA Marketing and Promotional Agreements.

(u) “Mid Point of the Regular Season” means with respect to any WNBA Regular Season, the date that is halfway between the commencement and the conclusion of such Regular Season, calculated by taking the total number of calendar days of such Regular Season (including the day of the first Regular Season game and the day of the last Regular Season game), dividing that number by two (2), and, if the result is not a whole number, rounding up to the nearest whole number.

(v) “Minimum Annual Salary” means the minimum salary that must be included in a Player Contract that covers the entire Regular Season in accordance with Article V, Section 7.

(w) “Minimum Player Salary” means (i) with respect to a Player Contract that covers the entire Regular Season, the Minimum Annual Salary called for under Article V, Section 7; (ii) with respect to a Rest-of-Season Contract or a Replacement Contract, the Minimum Annual Salary called for under Article V, Section 7, multiplied by a fraction, the numerator of which is the number of days remaining in the WNBA Regular Season as of the date such Rest-of-Season Contract or Replacement Contract is entered into, and the denominator of which is the total number of days of that Regular Season; and (iii) with respect to a 7-Day Contract, the Minimum Annual Salary called for under Article V, Section 7, multiplied by a fraction, the numerator of which is seven (7) and the denominator of which is the total number of days of that Regular Season.

(x) “Minimum Team Salary” means the amount of Team Salary, as set forth in Article VII, Section 1(c), that each Team must equal or exceed as of the last day of a Season.

(y) “Negotiate” or “negotiate” means, with respect to a player or her representatives on the one hand, and a Team or its representatives on the other hand, to engage in any written or oral communication relating to the possible employment, or terms of employment, of such player by such Team as a basketball player, regardless of who initiates the communication.

(z) “Non-Draft Rookie” (see “Rookie”).

(aa) “Off-Season” means the period beginning one day after the last game of a WNBA Season and continuing through the day prior to the first day of the following Season’s training camp.

(bb) “Off-Season Playing Obligation” means (i) a contract or agreement between a player and any entity that requires the player to play basketball in a professional basketball league other than the WNBA during the Off-Season and/or during a Season or (ii) any playing services provided by the player to any entity other than the WNBA, even if such services are not contractual and even if such entity is not a professional basketball league.

(cc) “Option Year” means the additional twelve-month period that is added to the term of the Standard Player Contract of certain Rookies if the option provided for in Article V, Section 4 is exercised by the Team.

(dd) “Picture” means all forms of audio, video, data or image reproduction, distribution or transmission whether now existing or hereafter created, including, but not limited to, still photographs, motion pictures, videocassettes, television images, computer and digital images, CD-ROM, and digital disc, in all cases whether live or on a delayed taped basis.

(ee) “Players Association” means the Women’s National Basketball Players Association.

(ff) “Player Attributes” means a player’s name, nickname, Picture, portrait, image, signature, voice or other identifiable attributes and, to the extent that she has rights therein, biographical data.

(gg) “Player Contract” (see “Standard Player Contract”).

(hh) “Prior Team” means the Team for which a player was last under Contract prior to becoming a Veteran Free Agent.

(ii) “Qualifying Offer” means an offer of a Standard Player Contract, signed by the Team that (i) is either personally delivered to the player or her representative or sent by email or prepaid certified, registered or overnight mail to the last known address of the player or her representative with a copy to the Players Association and the WNBA; (ii) is for a period of one year; (iii) may be conditioned, at the option of the Team, on the player submitting to and passing a physical examination in accordance with the provisions of Article V, Section 3(d); and (iv) provides for a Base Salary equal to: (A) for a Reserved Player, the applicable Minimum Player Salary (a “Reserved Qualifying Offer”); (B) for a Draft Rookie finishing her Rookie Scale Contract who is subject to a right of first refusal in accordance with Article VI, Section 5(a), 105% of the player’s fourth year Base Salary (together with (C) below, a “Rookie Scale Qualifying Offer”); (C) for a Draft Rookie finishing her Rookie Scale Contract who was named either WNBA Most Valuable Player or All WNBA First Team in either (x) the fourth year of her Rookie Scale Contract or (y) two out of the first three years of her Rookie Scale Contract who is subject to a right of first refusal in accordance with Article VI, Section 5(a), 105% of the player’s fourth year Base Salary plus an additional ten thousand dollars (\$10,000); (D) for a player subject to a right of first refusal in accordance with Article VI, Section 5(b)-(d) the greater of the applicable Minimum Player Salary or the Base Salary contained in the last Season of the player’s prior Contract (a “Restricted Qualifying Offer”); and (E) for a player designated as a Core Player, the Maximum Player Salary pursuant to Article V, Section 8(c) (a “Core Qualifying Offer”). No Qualifying Offer may provide for any Base Salary protection, except that a Core Qualifying Offer must be fully protected for lack of skill and injury or illness.

(jj) “Qualifying Shoe Deal” means an exclusive agreement between a player and a shoe manufacturer that (i) provides for at least five thousand dollars (\$5,000) in cash

payments annually to the player and (ii) has been filed (in whole or in a summary form that includes all material terms, but with the financial terms redacted) with the WNBA League Office at least seven (7) days before the start of the training camp preceding the applicable WNBA Season. The parties acknowledge that the date by which players must notify the WNBA League Office of a Qualifying Shoe Deal (the “Footwear Deadline”) is related to certain existing commercial agreements the WNBA has entered into with WNBA partners. The most significant of those commercial agreements is with the WNBA’s exclusive footwear supplier, which expires on December 31, 2037 (the “Footwear Agreement”). The WNBA agrees to consult with the Players Association prior to the expiration, early termination, extension, and/or modification related to the wearing of footwear by players on the court of the Footwear Agreement.

(kk) “Qualifying Veteran Free Agent” means a Veteran Free Agent who played under one or more Player Contracts covering some or all of each of the two preceding Seasons and either played exclusively with her Prior Team during such two Seasons, or, if she played with more than one Team during such period, changed Teams only (i) by means of assignment (including via the WNBA’s waiver procedure), or (ii) by signing with her Prior Team during the first of the two Seasons.

(ll) “Regular Contract” means a Contract other than a Player Development Contract.

(mm) “Regular Player” means a player signed to a Regular Contract.

(nn) “Regular Season” or “WNBA Regular Season” means, with respect to any Season, the period beginning on the first day and continuing through the last day of regularly scheduled (as opposed to exhibition or playoff) competition between WNBA Teams.

(oo) “Replacement Contract” means a Contract signed with a Replacement Player pursuant to the Hardship Exception, Emergency Hardship Exception, Pregnancy/Childbirth Exception, or Season-Ending Injury Exception set forth in Article VII, Section 4 or a roster hardship exception.

(pp) “Replacement Player” means a player who is signed by a Team pursuant to the Hardship Exception, Emergency Hardship Exception, Pregnancy/Childbirth Exception, or Season-Ending Injury Exception set forth in Article VII, Section 4.

(qq) “Required Tender” means an offer of a Rookie Scale Contract to a Draft Rookie, signed by the Team, that: (i) is either personally delivered to the player or her representative or sent by email or prepaid certified, registered, or overnight mail to the last known address of the player or her representative; (ii) provides the player with ten (10) days to accept; and (iii) may be conditioned, at the option of the Team, on the player submitting to and passing a physical examination in accordance with the provisions of Article V, Section 3(d).

(rr) “Reserved Player” means a Veteran Free Agent who is subject to a Team’s exclusive negotiating rights in accordance with Article VI.

(ss) “Restricted Free Agent” means a Veteran Free Agent who is subject to a Team’s right of first refusal in accordance with Article VI.

(tt) “Rookie” or “Rookie Player” means a person eligible to be a WNBA player pursuant to Article XIII, Section 1, who has never performed playing services under a Regular Player Contract with a WNBA Team.

(i) “Draft Rookie” means a Rookie who (a) is selected in the WNBA Draft, and (b) has not signed a Player Development Contract.

(ii) “Non-Draft Rookie” means a Rookie who (a) is not selected in the WNBA Draft for which she is first eligible, and/or (b) has signed a Player Development Contract.

(uu) “Rookie Free Agent” means: (i) a Draft Rookie who, pursuant to the provisions of Article XIII, is no longer subject to the exclusive negotiating rights of any Team, and who may be signed by any Team; or (ii) a Non-Draft Rookie who may be signed by any Team.

(vv) “Rookie Scale Amounts” means the amounts set forth in the tables set forth in Article VIII.

(ww) “Rookie Scale Contract” means the initial Regular Player Contract that can be offered to and entered into by a Rookie, in accordance with Article V.

(xx) “Room” means the amount by which a Team’s then-current Team Salary is less than the Salary Cap.

(yy) “Salary” means, with respect to a Salary Cap Year: (i) a player’s Base Salary with respect to the Season covered by such Salary Cap Year, provided that, for the purposes of calculating a player’s Salary: (a) the Base Salary for a player with four (4) or more Years of Service whose Contract provides for her applicable Minimum Player Salary for such Season shall be equal to the Minimum Player Salary for a player with 1 to 3 Years of Service (for clarity, any such adjustment to Salary would have no impact on the compensation paid to such player by her Team); and (b) a player’s Base Salary shall be calculated without regard to any reductions pursuant to Article XLI, Section 5; (ii) any trade bonus amount earned under the terms of the Contract that is allocated to such Salary Cap Year in accordance with Article VII, Section 7(c); and (iii) any other amount that is deemed to constitute Salary in accordance with

the terms of this Agreement, not including any portion of the player's Base Salary that is attributable to another Salary Cap Year in accordance with this Agreement. Salary also includes any consideration received by a retired player that is deemed to constitute Salary in accordance with the terms of Article VII. The computation of a player's Salary under this Agreement shall be made without regard to any reduction in Base Salary that results from the player's suspension by the WNBA or her Team. Salary shall not include any Additional Marketing and Promotional Compensation paid or payable to a player.

(zz) "Salary Cap" means the maximum allowable Team Salary for each Team for a Salary Cap Year, subject to the rules and Exceptions set forth in this Agreement.

(aaa) "Salary Cap Year" means the period from January 1 through the following December 31. The first Salary Cap Year under this Agreement shall be the 2026 Salary Cap Year and shall commence (retroactively) on January 1, 2026 and end on December 31, 2026. The 2027 Salary Cap Year shall commence on January 1, 2027 and end on December 31, 2027; the 2028 Salary Cap Year shall commence on January 1, 2028 and end on December 31, 2028; the 2029 Salary Cap Year shall commence on January 1, 2029 and end on December 31, 2029; the 2030 Salary Cap Year shall commence on January 1, 2030 and end on December 31, 2030; the 2031 Salary Cap Year shall commence on January 1, 2031 and end on December 31, 2031; and the 2032 Salary Cap Year shall commence on January 1, 2032 and end on December 31, 2032.

(bbb) "Season" or "WNBA Season" means the period beginning on the first day of training camp and ending immediately after the last game of the WNBA Finals.

(ccc) "Second Round Pick" means a player selected by a Team in the second round of the Draft.

(ddd) “Standard Player Contract” or “Player Contract” or “Contract” means the standard form of written agreement between a player and a Team required for use in the WNBA by Article V below, pursuant to which such player is employed by a WNBA Team as a professional basketball player.

(eee) “Team” means any team that is a member of the WNBA.

(fff) “Team Affiliate” means:

(i) any individual or entity who or which (directly or indirectly) holds an ownership interest in a Team (other than ownership of publicly-traded securities constituting less than 5% of the ownership interests in a Team) (a “Team Owner”);

(ii) any individual or entity who or which (directly or indirectly) controls, is controlled by or is under common control with, or who or which is an entity affiliated with or an individual related to, a Team;

(iii) any individual or entity who or which (directly or indirectly) controls, is controlled by or is under common control with, or who or which is an entity affiliated with or an individual related to, an individual or entity described in Section 1(fff)(i) or (ii) above; or

(iv) any entity as to which (x) a Team Owner, or (y) an individual or entity who or which holds (directly or indirectly) an ownership interest in an entity described in Section 1(fff)(ii) above, either (a) holds (directly or indirectly) more than 5% of its ownership interests, or (b) participates in its management or operations.

For the purposes of this Section: an individual shall only be deemed to be “related to” a Team or another individual or entity if such individual is an officer, director or employee of such Team or entity, or is a member of such individual’s immediate family; and “controls” or “is

controlled by” shall include (without limitation) the circumstance in which an individual or a Team or entity has or can exercise effective control.

(ggg) “Team Salary” means, with respect to a Salary Cap Year, the sum of all Salaries attributable to a Team’s active and former players, plus other amounts included in Team Salary in accordance with the terms of this Agreement, and not including any amounts excluded from Team Salary in accordance with the terms of this Agreement.

(hhh) “Third Round Pick” means a player selected by a Team in the third round of the Draft.

(iii) “Unrestricted Free Agent” means a Free Agent who is not subject to a Team’s right of first refusal or exclusive negotiating rights.

(jjj) “Veteran” or “Veteran Player” means a person who is eligible to be a WNBA player pursuant to Article XIII, Section 1, and is not a Rookie.

(kkk) “Veteran Free Agent” means a Veteran who completed her Player Contract (other than a 7-Day Contract or a Replacement Contract) by rendering the playing services called for thereunder.

(lll) “WNBA” or “Women’s National Basketball Association” means WNBA, LLC, a Delaware limited liability company.

(mmm) “WNBA Competitions” means all WNBA games (including pre-season, Regular Season and playoff games), All-Star Games and associated games and skills competitions, and any tour, tournament or exhibition scheduled by the WNBA.

(nnn) “WNBA Enterprises” means WNBA Enterprises, LLC, a Delaware limited liability company.

(ooo) “WNBA Marketing and Promotional Agreement” means a written agreement entered into between the WNBA and a player in accordance with Article XXXIV, Section 1, whereby such player, in exchange for Additional Marketing and Promotional Compensation, agrees to perform marketing and promotional services for the WNBA and WNBA Enterprises (in addition to any services required by such player’s Player Contract, or this Agreement) that, during the term of such WNBA Marketing and Promotional Agreement, shall: (i) restrict the ability of such player to play in another professional basketball league during the Off-Season; (ii) require such player to make additional appearances on behalf of the WNBA, WNBA Enterprises, or their sponsors or licensees; (iii) permit the WNBA, WNBA Enterprises, or their sponsors or licensees to use such player’s Player Attributes individually on a non-exclusive basis; and (iv) require such player to comply with reasonable content creation and social media distribution requests of the player by the Team or sponsor. The WNBA Marketing and Promotional Agreement may also require such player to perform non-management “front-office” services for the WNBA or any of its affiliates.

(ppp) “WNBA Sponsor” (or “Sponsor”) means an entity that has been granted the right by WNBA Enterprises to use the designation “Official Sponsor of the WNBA” and/or to conduct marketing and/or promotional programs using WNBA names, trademarks and/or logos.

(qqq) “Years of Service” means the number of years of WNBA service credited to a player in accordance with the following: a player will be credited with one year of WNBA service for each year that she is signed to a Standard Player Contract to play for a WNBA Team, but only if she is on the active list of a WNBA Team for the start, or for any portion, of the Regular Season for which she is signed. Notwithstanding the above, a player will not receive

credit for a Year of Service for any year in which she: (i) withholds playing services called for by a Player Contract for more than twenty-one (21) days after the Season begins (provided that, for purposes of this provision, days of the Season missed by a player pursuant to an exception to the WNBA prioritization rules in accordance with Article XIV, Section 4(c) shall not be considered days for which the player has withheld playing services called for by her Player Contract); (ii) is signed only to one or more 7-Day Contracts or Player Development Contracts, (iii) is signed only to one (1) or more Replacement Contracts, that, in aggregate, cover fewer than seven (7) Regular Season games during such Season; or (iii) is a Restricted Free Agent as of July 20. In addition, notwithstanding the above, a player will not receive credit for a Year of Service for a Player Contract that is voided due to the player's failure to pass a physical examination or that is disapproved by the Commissioner, except that disapproval of a Player Contract by the Commissioner shall not prevent a player from obtaining a Year of Service that she would otherwise be qualified to receive, if the player was eligible to participate and dressed to play in a Regular Season game in the Season during which such disapproval occurred. In no event can a player be credited with more than one (1) Year of Service with respect to any one WNBA Season. A Year of Service will be credited to a player on the day following the Season with respect to which it is being credited. Under no circumstances shall the definition of Years of Service herein be used for purposes of determining a player's years of "WNBA playing service" under the WNBA 401(k) Plan.

## ARTICLE II

### RECOGNITION CLAUSE

The WNBA recognizes the Players Association as the exclusive collective bargaining representative of all persons who are employed by WNBA Teams as professional basketball players and/or who may become so employed during the term of any collective bargaining agreement between the parties or any extension thereof as follows: (a) all persons who are employed by WNBA Teams as professional basketball players; (b) all persons who have been previously employed by a WNBA Team as professional basketball players who are seeking employment with a WNBA Team as a professional basketball player; (c) all rookie players selected in each year's WNBA Draft; and (d) all undrafted rookie players seeking employment with a WNBA Team as a professional basketball player. The Players Association warrants that it is duly empowered to enter into this Agreement for and on behalf of such persons. The WNBA and the Players Association agree that, notwithstanding the foregoing, such persons and the WNBA and/or WNBA Teams may, on an individual basis, bargain with respect to and agree upon the provisions of Player Contracts and Marketing and Promotional Agreements, but only as and to the extent permitted by this Agreement.

## ARTICLE III

### UNION SECURITY, DUES AND CHECK-OFF

**Section 1. Membership.**

As a condition of employment commencing with the execution of this Agreement, for the duration of this Agreement only, and wherever legal: (a) any player who is or later becomes a member in good standing of the Players Association must maintain her membership in good standing in the Players Association; and (b) any player (including a player in the future) who is not a member in good standing of the Players Association must, on the thirtieth (30th) day following the beginning of her employment or the thirtieth (30th) day following the execution of this Agreement, whichever is later, pay, pursuant to Section 2 below or otherwise, to the Players Association an annual service fee in the same amount as any initiation fee and dues required generally of members of the Players Association.

**Section 2. Check-off.**

Commencing with the execution of this Agreement and for the duration of this Agreement only, each Team will check-off the initiation fee and annual dues, assessments or service fees, as the case may be, in equal installments from each of the first four Regular Season paychecks received by the player, for each player for whom a written current check-off authorization has been provided to the Team. The Team will forward the check-off monies to the Players Association within fourteen (14) days of each check-off, and, if the Team fails to do so, interest at 5% per annum, payable to the Players Association, shall begin to accrue on such check-off monies upon the conclusion of such 14-day period.

**Section 3. Enforcement.**

(a) Upon written notification to the WNBA by the Players Association that a player has not paid any initiation fee, dues or the equivalent service fee in violation of Section 1

of this Article, the WNBA will raise the matter for discussion with the player and her Team. If there is no resolution of the matter within seven (7) days, the Team will, upon the written request of the Players Association, suspend the player without pay, wherever legal. Such suspension will continue until the Players Association has notified the Team in writing that the suspended player has satisfied her obligation as set forth in Section 1 of this Article. The parties hereby agree that suspension without pay is adopted as a substitute for and in lieu of discharge as the penalty for a violation of Section 1 above and that no player will be discharged for a violation of that Section. A copy of all notices required by this Section will be simultaneously mailed to the player involved and the WNBA.

(b) For purposes of this Article, a person shall be deemed to be a “member in good standing” of the Players Association if she has made the payment of the dues or any initiation fee (or equivalent service fee) as provided for by Section 1 above, and such status shall not be based on any other factors involved in union discipline.

(c) Other than pursuant to Section 2 above, no Team shall pay any initiation fees, dues, or equivalent service fee on behalf of any player.

**Section 4. No Liability.**

Neither the WNBA nor any Team shall be liable for any salary, bonus, or other monetary claims that result, directly or indirectly, from a player being suspended pursuant to the terms of Section 3 above, and the Players Association agrees to indemnify and hold harmless the WNBA and all Teams for any such claims which may be made against the WNBA and/or any Team.

## **ARTICLE IV**

### **MANAGEMENT RIGHTS CLAUSE**

The WNBA and WNBA Teams maintain and reserve the right to manage and direct their operations in any manner whatsoever, except as limited by the provisions of this Agreement or operation of law.

## ARTICLE V

### STANDARD PLAYER CONTRACT

**Section 1. Required Form.**

The contract to be entered into by each player and the Team by which she is employed shall be a Standard Player Contract in the form annexed hereto as Exhibit 1.

**Section 2. Limitation on Amendments.**

(a) Except as provided in Sections 3, 9, 10, 11, and 12 of this Article and in Article VII, Section 5, no amendments of any kind to the form or the terms of the Standard Player Contract provided for by Section 1 of this Article shall be permitted.

(b) If a Team and a player enter into (i) a Standard Player Contract containing an amendment not specifically permitted by this Agreement or (ii) a subsequent amendment to an existing Player Contract when such amendment is not specifically permitted by this Agreement, then such Contract or subsequent amendment, as the case may be, shall be disapproved by the Commissioner and rendered null and void.

(c) Once executed by the player and the Team, a Player Contract may not be amended or changed in any manner except pursuant to Section 3(e), (g)(iii) below or Article VII, Section 5.

(d) Notwithstanding anything to the contrary in this Section 2, a player may unilaterally change the form of the Standard Player Contract by deleting paragraph 6(d) thereof in its entirety.

**Section 3. Allowable Amendments.**

In their individual contract negotiations, a Veteran Player (but not a Rookie) and a Team may amend the provisions of a Standard Player Contract, but only in the following respects:

(a) By agreeing upon provisions (to be set forth in Exhibit 1 to a Standard Player Contract) setting forth the Base Salary to be paid to the player for each Season of the Contract for rendering the services described in such Contract.

(b) By agreeing upon provisions (to be set forth in Exhibit 2 to a Standard Player Contract) stating that the Base Salary provided for by the Standard Player Contract shall be, in whole or in part, and subject to any conditions or limitations, protected in the event that the Contract is terminated by the Team by reason of the player's: (i) lack of skill; (ii) disability or unfitness to play skilled basketball resulting from a basketball-related injury ("basketball-related injury"); (iii) disability or unfitness to play skilled basketball resulting from any injury or illness suffered by the player during a WNBA Season ("in-Season injury or illness"); (iv) disability or unfitness to play skilled basketball resulting from any injury or illness suffered by the player during the term of the Contract ("injury or illness"); (v) mental disability or mental illness; and/or (vi) death; provided, however, that no Team, at any one time, may be a party to, or have any obligations to pay Base Salary under, more than seven (7) Player Contracts that contain Base Salary protection of any kind during the then-current or any future Season. For purposes of the preceding sentence: (i) any outstanding Offer Sheet that provides for Base Salary protection of any kind shall count against the per-team limit of seven (7) Player Contracts containing Base Salary protection of any kind; (ii) the Player Contract of a player who has been suspended for the entire final Season of such Player Contract pursuant to Article XIV, Section 6 or Article XX, Section 1(c) shall not count against the per-team limit of seven (7) Player Contracts containing Base Salary protection of any kind; and (iii) any Rookie Scale Contract that contains Base Salary protection (including if the Base Salary was renegotiated pursuant to Article VII, Section 5(c)(ii)) shall not count against the per-team limit of seven (7) Player Contracts

containing Base Salary protection of any kind (for clarity, the foregoing exception shall only apply with respect to and during the four Seasons of a Rookie Scale Contract and shall not apply with respect to or during the extended term of any Rookie Scale Contract that has been extended. The percentage of Base Salary in a Player Contract that is protected for a Season may not exceed the percentage of Base Salary that is protected for any Season prior to such Season (for example, if the Base Salary for the third Season of a Player Contract is fully protected, then the Base Salary for the first and second Seasons of such Contract must also be fully protected). However, the foregoing does not prevent a Player Contract from providing for a percentage of Base Salary protection for a Season that is higher than the percentage of Base Salary that is protected for a prior Season if the higher percentage of Base Salary protection for such later Season is conditional and the condition cannot be satisfied until the completion of such prior Season.

(c) By agreeing upon provisions (to be set forth in Exhibit 3 to a Standard Player Contract) limiting or eliminating the player's right to receive her Base Salary (in accordance with Section 6(a)(i)(y) and Section 6(c) of this Article) when the player's disability or unfitness to play skilled basketball is caused by the re-injury of one or more injuries sustained prior to, or by the aggravation of one or more conditions that existed prior to, the execution of the Standard Player Contract providing for such Base Salary.

(d) By agreeing upon provisions (to be set forth in Exhibit 5 to a Standard Player Contract) establishing that the player must report for and submit to a physical examination to be performed by a physician designated by the Team, subject to the provisions of Section 15(i) below. For clarity, a Player Contract may omit Exhibit 5.

(e) By agreeing upon provisions for the purpose of terminating an already-existing Standard Player Contract prior to the expiration of its stated term, stating as follows:

(i) the Team will request waivers on the player immediately following the Commissioner's approval of such amendment; and (ii) should the player clear waivers and her Contract thereupon be terminated, the amount of any Base Salary protection contained in the Contract will immediately be reduced or eliminated. In addition to the foregoing, the parties may also agree that as a result of the termination of the Contract, the Team's right of set-off under Article XXX of this Agreement will be modified or eliminated.

(f) By agreeing upon provisions (to be set forth in Exhibit 7 to a Standard Player Contract) stating that the Contract will be traded to another Team within forty-eight (48) hours of its execution, such trade and the consummation of such trade to be conditions precedent to the validity of the Contract; provided that any Player Contract that provides for a Base Salary for the first Season of more than the Standard Maximum Salary may not contain an Exhibit 7.

(g) By agreeing upon provisions (to be set forth in Exhibit 8 to any Standard Player Contract) entitling a player to earn compensation if the player's Standard Player Contract is traded ("trade bonus") to another WNBA team subject to the following:

(i) A trade bonus shall be payable only the first time that the Contract is traded; provided, however, that if a Contract is signed in connection with an agreement to trade the Contract in accordance with Article V, Section 3(f) and the Contract contains a trade bonus, the bonus shall not apply to such initial trade but shall instead be payable only the second time the Contract is traded.

(ii) A trade bonus shall not exceed ten percent (10%) of the Base Salary remaining to be earned by the player pursuant to the Contract at the time of the trade.

(iii) The only allowable amendments to Exhibit 8 to a Standard Player Contract shall be the specification of the amount of the trade bonus to be paid to the player,

expressed as either (A) a specified percentage of the Base Salary remaining to be earned under the Contract at the time of the trade, or (B) a specified dollar amount not to exceed a specified percentage of Base Salary remaining to be earned under the Contract at the time of the trade.

(iv) A Contract that does not contain a trade bonus cannot be amended to add a trade bonus, except that if the Contract is extended, the Contract may be amended simultaneously to provide for a trade bonus that, notwithstanding subsection (i) above, shall be payable only the first time such Contract is traded following the Season immediately preceding the extended term of the Extension. In order to so provide, notwithstanding subsection (iii) above, Exhibit 8 to the Extension must include the following sentence: “The foregoing trade bonus shall not be applicable to any trade prior to the end of the [\_\_\_\_] Season, but shall instead be payable only the first time this Contract is traded following the [\_\_\_\_] Season.” The Season to be included where brackets are indicated in the foregoing language shall be the Season immediately preceding the first Season covered by the extended term of the Extension.

(v) A Contract that contains a trade bonus cannot be amended to change such trade bonus, except that in connection with the trade of such Contract, the player and the assignor Team may agree to amend the Contract to waive all or any portion of such trade bonus.

(vi) In no event shall a trade bonus in a Contract be payable more than once.

(vii) No Contract or Extension entered into by a player who, at the time of signing such Contract or Extension, has fewer than six (6) Years of Service may contain an Exhibit 8.

**Section 4. Rookie Scale Contracts.**

(a) The Rookie Scale Contract between a Team and a Draft Rookie: (i) shall be for an initial term covering three (3) Seasons and the immediately succeeding Off-Seasons; (ii) shall provide a Base Salary in each Season as set forth in Article VIII; (iii) shall only contain Base Salary protection as set forth in Section 4(e) below; (iv) may contain the amendments authorized by Section 3(c), 3(d), and 3(e) above; and (v) shall contain an option (to be set forth in Exhibit 4 to a Standard Player Contract) that may be exercised by the Team to extend the term of the Contract for one additional twelve-month period beyond its initial term. Such option shall be exercisable by the Team, in its sole discretion, by written notice to the player or her representative on or before the May 1 following the second Season covered by the Contract (provided that, for clarity, the foregoing shall in no way affect the terms of any Exhibit 4 to a Rookie Scale Contract signed prior to the effective date of this Agreement). If such option is exercised by the Team, the terms and conditions of the Contract for the Option Year will be the same as those for the third year of the Contract, except that the Base Salary to be paid to the player for the Option Year shall be as set forth in Article VIII.

(b) The Rookie Scale Contract between a Team and a Non-Draft Rookie: (i) shall be for an initial term of up to but no more than two (2) Seasons (and the immediately succeeding Off-Seasons); (ii) shall provide a Base Salary in each Season as set forth in Article VIII; (iii) shall not contain Base Salary protection of any kind; and (iv) may contain the amendments authorized by Sections 3(c) and 3(d) above.

(c) If a Rookie Scale Contract is entered into during any Regular Season, the applicable Base Salary (as set forth in Article VIII) for such Season shall be reduced so as to equal the Base Salary as set forth in Article VIII multiplied by a fraction, the numerator of which is the number of days remaining in the Regular Season when the Contract is executed and the

denominator of which is the total number of days of the Regular Season. If a Rookie Scale Contract with a Draft Rookie is entered into after the conclusion of the first Regular Season following the Draft in which such player was drafted, such Contract shall provide a Base Salary in each Season as set forth in Article VIII for players drafted in the same draft position in the Draft immediately prior to the first Regular Season covered by such Contract.

(d) Pre-Existing Sponsorship, Endorsement and Licensing Agreements.

Each player must disclose all sponsorship, endorsement and licensing agreements (including all agreements with respect to footwear) that the player entered into prior to the execution of her Player Contract and that will be in effect during the term of such Contract. Such agreements shall be listed in Exhibit 6 to a Standard Player Contract, and copies of the agreements shall be attached to that Exhibit 6. Except as required under the License Agreement, players shall not be required to disclose the financial terms of such agreements and may redact such terms from the agreements attached to the Exhibit 6. Notwithstanding the foregoing, no footwear agreement shall be treated as a Qualifying Shoe Deal unless the player provides a written representation (in Exhibit 6 or otherwise) that such agreement is an exclusive agreement between the player and a shoe manufacturer that provides for at least five thousand dollars (\$5,000) in cash payments annually to the player.

(e) Each Rookie Scale Contract entered into during the term of this Agreement shall provide for Base Salary protection for lack of skill and injury or illness in accordance with the following:

(i) For a Rookie Scale Contract signed by a First Round Pick selected “in the Lottery” of the WNBA Draft (i.e., with one of the draft picks whose order is determined by the WNBA Draft Lottery): (1) the Base Salary for the first Season of such Contract shall be

fully protected; (2) the Base Salary for the second Season of such Contract shall become fully protected if waivers are not requested on the player prior to the first day of the second Regular Season covered by such Contract; and (3) the Base Salary for each of the third and fourth Seasons of such Contract shall become fully protected if the option for the fourth Season of such Contract is exercised by the Team.

(ii) For a Rookie Scale Contract signed by any other First Round Pick: (1) the Base Salary for the first Season of such Contract shall become fully protected if waivers are not requested on the player prior to the first day of the first Regular Season covered by such Contract; (2) the Base Salary for the second Season of such Contract shall become fully protected if waivers are not requested on the player prior to the first day of the second Regular Season covered by such Contract; and (3) the Base Salary for each of the third and fourth Seasons of such Contract shall become fully protected if the option for the fourth Season of such Contract is exercised by the Team.

(iii) For a Rookie Scale Contract signed by a Second Round Pick or a Third Round Pick: (1) the Base Salary for the second Season of such Contract shall become fully protected if waivers are not requested on the player prior to the first day of the second Regular Season covered by such Contract; and (2) the Base Salary for each of the third and fourth Seasons of such Contract shall become fully protected if the option for the fourth Season of such Contract is exercised by the Team. For clarity, such a Rookie Scale Contract may not contain Base Salary protection of any kind for the first Season of such Contract.

**Section 5. Base Salary Protection.**

(a) **Lack of Skill.**

When a Team agrees to protect, in whole or in part, the Base Salary provided for by a Standard Player Contract in the event such Contract is terminated by the Team by reason of

the player's lack of skill, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 to the Standard Player Contract, and subject further to Article XXXIII, Section 3(b), and notwithstanding the provisions of Sections 6(a)(i)(x), 6(a)(i)(y), 6(e), and 6(f) of this Article, the termination of such Contract by the Team on account of the player's failure to exhibit sufficient skill or competitive ability shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, that: (i) such lack of skill does not result from the player's participation in activities prohibited by paragraph 10 of the Standard Player Contract, attempted suicide, intentional self-inflicted injury, abuse of alcohol, use of any Prohibited Substance or controlled substance, abuse of or addiction to prescription drugs, conduct occurring during the commission of any felony for which the player is convicted (including a plea of guilty, no contest or nolo contendere), participation in any riot, insurrection or war or other military activities, or failure to comply with the requirements of Article XX, Section 1, 2(a) and 2(b); and (ii) at the time of the player's failure to render playing services, the player is not in material breach of such Contract.

**(b) Basketball-Related Injury.**

When a Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team by reason of the player's disability or unfitness to play skilled basketball resulting from a basketball-related injury, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 and/or Exhibit 3 to such Contract (in addition to the conditions and limitations set forth in this Article V, Section 5(b), and subject further to Article XXXIII, Section 3(b), and notwithstanding the provisions of Sections 6(a)(i)(y), 6(c), 6(d), 6(e) 6(f), and 6(g) of this Article, the termination of such Contract by the Team because the player has been disabled

and/or is unfit to play skilled basketball as a direct result of an injury sustained while participating in any basketball practice or game played for the Team, or in any other basketball activity in which the player is required to participate under her Player Contract, shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that (i) such injury does not result from the player's participation in activities prohibited by paragraph 10 of the Standard Player Contract, attempted suicide, intentional self-inflicted injury, abuse of alcohol, use of any Prohibited Substance or controlled substance, abuse of or addiction to prescription drugs, conduct occurring during the commission of any felony for which the player is convicted (including a plea of guilty, no contest or nolo contendere) or participation in any riot, insurrection or war or other military activities, or failure to comply with the requirements of Article XX, Sections 1, 2(a) and 2(b); (ii) at the time of such injury, the player is not in material breach of such Contract; (iii) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's injury, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information requested of her, completing application forms, or otherwise and submitting to all examinations and tests requested of her by or on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (iv) if the Team, for its own benefit, has procured such an insurance policy, the player cooperates (in the manner described above) with the Team and the insurance company in the processing of the Team's claim under such policy.

(c) **In-Season Injury or Illness.**

When the Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team by reason

of the player's disability or unfitness to play skilled basketball resulting from any injury, illness or disability suffered by the player during a WNBA Season, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 and/or Exhibit 3 to such Contract (in addition to the conditions and limitations set forth in this Article V, Section 5(c), and subject further to Article XXXIII, Section 3(b)), and notwithstanding the provisions of Sections 6(a)(i)(y), 6(c), 6(d), 6(e) 6(f), and 6(g) of this Article, the termination of such Contract by the Team on account of an injury, illness or disability suffered or sustained by the player during the WNBA Season shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that (i) such injury or illness does not result from the player's participation in activities prohibited by paragraph 10 of the Standard Player Contract, attempted suicide, intentional self-inflicted injury, abuse of alcohol, use of any Prohibited Substance or controlled substance, abuse of or addiction to prescription drugs, conduct occurring during the commission of any felony for which the player is convicted (including a plea of guilty, no contest or nolo contendere) or participation in any riot, insurrection or war or other military activities, or failure to comply with the requirements of Article XX, Section 1, 2(a) and 2(b); (ii) at the time of such injury, illness, or disability, the player is not in material breach of such Contract; (iii) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's injury, illness and/or disability, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information requested of her, completing application forms, or otherwise and submitting to all examinations and tests requested of her by or on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (iv) if the Team, for its own benefit, has procured such an insurance policy, the player cooperates (in

the manner described above) with the Team and the insurance company in the processing of the Team's claim under such policy.

**(d) Injury or Illness.**

When a Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team by reason of the player's disability or unfitness to play skilled basketball resulting from any injury, illness or disability suffered by the player during the term of her Contract, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 and/or Exhibit 3 to such Contract (in addition to the conditions and limitations set forth in this Article V Section 5(d)), and subject further to Article XXXIII, Section 3(b), and notwithstanding the provisions of Sections 6(a)(i)(y), 6(c), 6(d), 6(e) 6(f), and 6(g) of this Article, the termination of such Contract by the Team on account of an injury, illness or disability suffered or sustained by the player during the term of her Contract shall in no way affect the player's right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that (i) such injury or illness does not result from the player's participation in activities prohibited by paragraph 10 of the Standard Player Contract, attempted suicide, intentional self-inflicted injury, abuse of alcohol, use of any Prohibited Substance or controlled substance, abuse of or addiction to prescription drugs, conduct occurring during the commission of any felony for which the player is convicted (including a plea of guilty, no contest or nolo contendere) or participation in any riot, insurrection or war or other military activities, or failure to comply with the requirements of Article XX, Section 1, 2(a) and 2(b); (ii) such injury, illness or disability does not occur during any period in which the player is under an Off-Season Playing Obligation (with such period deemed to commence, for the purposes of this subsection (ii), no sooner than the

start of the applicable Off-Season) and does not result, directly or indirectly, from the activities engaged in by the player in connection with her satisfaction of such Off-Season Playing Obligation; (iii) at the time of such injury, illness, or disability, the player is not in material breach of such Contract; (iv) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's injury, illness and/or disability, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information requested of her, completing application forms, or otherwise and submitting to all examinations and tests requested of her by or on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (v) if the Team, for its own benefit, has procured such an insurance policy, the player cooperates (in the manner described above) with the Team and the insurance company in the processing of the Team's claim under such policy.

**(e) Death.**

When a Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team, pursuant to Article V, Section 6(a)(ii), by reason of the player's failure to render her services thereunder, if such failure has been caused by the player's death, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 to the Standard Player Contract (in addition to the conditions and limitations set forth in this Article V Section 5(e)), or expressly set forth elsewhere in this Agreement, notwithstanding the provisions of Sections 6(a)(i), 6(c), 6(d), 6(e) 6(f), and 6(g), the termination of such Contract by the Team shall in no way affect the player's (or her estate's or duly appointed beneficiary's) right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that: (i) such death does not result from the player's participation in activities prohibited by Paragraph 10 of the

Standard Player Contract, suicide, intentional self-inflicted injury, abuse of alcohol, use of any Prohibited Substance or controlled substance, abuse of prescription drugs, conduct occurring during the commission of any felony for which the player is convicted (including a plea of guilty, no contest, or nolo contendere), participation in any riot, insurrection, or war or other military activities, or failure to comply with the requirements of Article XX, Section 1, 2(a) and 2(b); (ii) at the time of the player's failure to render playing services, the player is not in material breach of such Contract; (iii) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's death, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information requested of her, completing application forms, or otherwise and submitting to all examinations and tests requested of her by or on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (iv) if the Team, for its own benefit, has procured such an insurance policy, the player's estate or duly appointed beneficiary cooperates (in the manner described above) with the Team and the insurance company in the processing of the Team's claim under such policy.

**(f) Mental Disability or Mental Illness.**

When a Team agrees to protect, in whole or in part, the Base Salary provided for in a Standard Player Contract in the event such Contract is terminated by the Team, pursuant to Article V, Section 6(a)(ii), by reason of the player's failure to render her services thereunder, if such failure has been caused by the player's mental disability or mental illness, such agreement shall mean that, subject to any conditions or limitations set forth in Exhibit 2 to the Standard Player Contract (in addition to the conditions and limitations set forth in this Article V Section 5(f)), or expressly set forth elsewhere in this Agreement, notwithstanding the

provisions of Sections 6(a)(i), 6(c), 6(d), 6(e) 6(f), and 6(g), the termination of such Contract by the Team shall in no way affect the player's (or her duly appointed legal representative's) right to receive, in whole or in part, the Base Salary payable pursuant to Exhibit 1 of such Contract; provided, however, that: (i) such mental disability or mental illness does not result from the player's participation in activities prohibited by Paragraph 10 of the Standard Player Contract, attempted suicide, intentional self-inflicted injury, abuse of alcohol, use of any Prohibited Substance or controlled substance, abuse of prescription drugs, conduct occurring during the commission of any felony for which the player is convicted (including a plea of guilty, no contest, or nolo contendere), participation in any riot, insurrection, or war or other military activities, or failure to comply with the requirements of Article XX, Section 1, 2(a) and 2(b); (ii) at the time of the player's failure to render playing services, the player is not in material breach of such Contract; (iii) if the Team, for its own benefit, seeks to procure an insurance policy covering the player's mental disability or mental illness, the player cooperates with the Team in procuring such an insurance policy, including by, among other things, supplying all information requested of her, completing application forms, or otherwise and submitting to all examinations and tests requested of her by or on behalf of the insurance company in connection with the Team's efforts to procure such policy; and (iv) if the Team, for its own benefit, has procured such an insurance policy, the player cooperates (in the manner described above) with the Team and the insurance company in the processing of the Team's claim under such policy.

(g) No agreement by a Team to protect, in whole or in part, the Base Salary provided for by a Standard Player Contract shall require (or be construed as requiring) such Team to continue the player on the Team's roster; nor shall any such agreement afford the player

any right to continue, or to be deemed as having continued, on such Team's roster for any purpose.

(h) Notwithstanding any other provision of this Agreement, when a Team agrees to protect, in whole or in part, the Base Salary provided for by a Standard Player Contract, and such protection is contingent on the satisfaction of a condition set forth in Exhibit 2 to that Contract, such protection shall be applicable and effective only if the Contract has not previously been terminated at the time such condition is satisfied.

**Section 6. Termination of Standard Player Contract.**

(a) In addition to any other grounds for termination that are expressly set forth in this Agreement or the Standard Player Contract, a Player Contract may be terminated by a Team at any time without further obligation on the part of either party, upon written notice to the player, if she:

(i) at any time, in the sole and absolute discretion of the Team's management, fails to exhibit sufficient skill or competitive ability to qualify to continue as a player on the Team; provided, however, that (x) if the Player Contract is a Regular Contract and is terminated by a Team, in accordance with the provisions of this subparagraph, during the period commencing on the day after the Mid-Point of a Regular Season then, subject to Article XXXIII, Section 3(b), the player shall continue to receive the remainder of her full Base Salary for such Season; and (y) if the Player Contract is terminated by a Team, in accordance with the provisions of this subparagraph, and the player, at the time of such termination, is unfit to play skilled basketball as the result of an injury resulting directly from her rendering playing services for the Team during a Season covered by the Contract then, subject to Article XXXIII, Section 3(b), she will continue to receive the remainder of her full Base Salary, less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the

player's Base Salary by the Team, shall be deemed as having been assigned to the Team) and any insurance provided for by the Team paid or payable to the player by reason of such injury, until such time as the player is fit to play skilled basketball, but not beyond the Season during which such termination occurred;

(ii) at any time fails, refuses, or neglects to render the services called for under her Standard Player Contract or in any other manner materially breaches her Standard Player Contract;

(iii) at any time fails, refuses or neglects to conform her personal conduct to standards of good citizenship, good moral character, and good sportsmanship; or

(iv) at any time commits a significant and inexcusable physical attack against any official or employee of the Team or the WNBA (other than another player), or any person in attendance at any WNBA game or event, considering the totality of the circumstances, including (but not limited to) the degree of provocation (if any) that may have led to the attack, the nature and scope of the attack, the player's state of mind at the time of the attack, and the extent of any injury resulting from the attack; or

(v) at any time fails, refuses or neglects to keep herself in first-class physical condition.

(b) Prior to terminating a player's Standard Player Contract, a Team must offer to assign the player to the other WNBA Teams pursuant to the WNBA waiver procedures then in effect; provided, however, that a Team shall not offer to assign the player pursuant to the waiver procedures if the Contract being terminated is a 7-Day Contract or a Player Development Contract.

(c) Subject to Article XXXIII, Section 3(b), if a Team terminates a player's Standard Player Contract by reason of the player's failure to render her services hereunder due to a disability caused by an injury to the player resulting directly from her rendering playing services for the Team or WNBA and rendering her unfit to play skilled basketball, and notice of such injury is given by the player as provided in Article XX, Section 2, the player shall be entitled to receive the remainder of her full Base Salary for the Season in which the injury was sustained, less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the player's Base Salary by the Team, shall be deemed as having been assigned to the Team) and any insurance provided for by the Team paid or payable to the player by reason of such injury (except if such terminated Contract is a Player Development Contract, the player shall instead be entitled to receive the remainder of her full Base Salary, less all workers' compensation benefits (which, to the extent permitted by law, and if not deducted from the player's Base Salary by the Team, shall be deemed as having been assigned to the Team) and any insurance provided for by the Team paid or payable to the player by reason of such injury, until such time as the player is fit to play skilled basketball, but not beyond the Season during which such termination occurred).

(d) Notwithstanding the provision of Section 6(c) above, if a Team terminates a player's Standard Player Contract prior to the first game of a Regular Season by reason of the player's failure to render her services thereunder due to an injury or condition sustained or suffered during a preceding Season, or after such Season but prior to the Player's participation in any basketball practice or game played for the Team, payment of the player's lodging and meal expense allowance during the training camp period, payment of the reasonable traveling

expenses of the player to her home city, and the expert training and coaching provided by the Team to the player shall be full payment to the player.

(e) Notwithstanding the provisions of Section 6(a)(i) or Section 6(c) above, if a Team terminates a player's Standard Player Contract that is a Training Camp Contract (as that term is defined in Article VII, Section 2(g)) prior to the first game of the Regular Season by reason of (i) the player's lack of skill where at the time of such termination, the player is unfit to play skilled basketball as the result of an injury resulting directly from her rendering playing services for the Team, or (ii) the player's failure to render her services due to an injury to the player resulting directly from her rendering playing services for the Team or WNBA and rendering her unfit to play skilled basketball, then, in either case, payment of the player's lodging and meal expense allowance during the training camp period, payment of the reasonable traveling expenses of the player to her home city, and the expert training and coaching provided by the Team to the player shall be full payment to the player; provided, however, that: (i) the Team shall pay directly or reimburse any medical expenses directly related to the injury sustained (or aggravated) during such Season pursuant to Article XX, Section 4, and (ii) if the player elects to remain in the Team's home city during her rehabilitation and/or recovery from such injury, the Team will provide reasonable housing for such player during such rehabilitation and/or recovery period not to exceed eight (8) weeks from the termination of such Training Camp Contract.

(f) If a Team terminates a player's Standard Player Contract during the training camp period, and the provisions of Section 6(a)(i)(y) above do not apply, payment of the player's lodging and meal expense allowance during the training camp period, payment of the

reasonable traveling expenses of the player to her home city, and the expert training and coaching provided by the Team to the player shall be full payment to the player.

(g) Subject to Sections 6(a)(i)(x), 6(a)(i)(y) and 6(c) above, if a Team terminates a player's Standard Player Contract during any Regular Season, all obligations of the Team to pay compensation thereunder shall cease on the date of termination, except the player shall be entitled to receive, as full compensation for her services thereunder, a prorated portion of her Base Salary based upon the number of days of the Regular Season that such player was under Contract with the Team, plus, if such terminated Contract was a Player Development Contract at the time of the termination, any Active Games Bonus earned by the player. Notwithstanding the preceding sentence, in circumstances within which a Team requests waivers on a player prior to the first day of a Regular Season but the player's Contract is terminated on or after the first day of the Regular Season, the Team's obligations to the player shall be as set forth in Section 6(f) above rather than as set forth in this Section 6(g).

(h) In the event of an alleged default by a Team in the payments to the player provided for in such player's Standard Player Contract, or in the event of an alleged failure by a Team to perform any other material obligation that it agreed to perform under such Contract, the player shall notify the Team in writing of the facts constituting such alleged default or alleged failure. If the Team shall not cause such alleged default or alleged failure to be remedied within ten (10) business days after receipt of such written notice, the player shall have the right to request that the dispute concerning such alleged default or alleged failure be referred immediately to arbitration in accordance with Article XXII, Section 4 of this Agreement. If, as a result of such arbitration, an award issues in favor of the player, and if the Team does not comply with such award within ten (10) business days of its receipt thereof (unless such award has been

stayed or reversed by appropriate legal process), the player shall have the right, by a further written notice to the Team, to terminate her Standard Player Contract.

**Section 7. Minimum Player Salary.**

(a) Except with respect to 7-Day Contracts provided for in Section 9 below, Rest-of-Season Contracts provided for in Section 10 below, and Player Development Contracts provided for in Section 12 below, no Standard Player Contract shall provide a Base Salary for a Season of less than the applicable amount set forth below:

| <u>Season</u> | <u>Years of Service</u> |            |            |            |            |
|---------------|-------------------------|------------|------------|------------|------------|
|               | <u>0</u>                | <u>1-3</u> | <u>4-6</u> | <u>7-9</u> | <u>10+</u> |
| 2026          | \$270,000               | \$277,500  | \$285,000  | \$292,500  | \$300,000  |
| 2027          | \$280,800               | \$288,600  | \$296,400  | \$304,200  | \$312,000  |
| 2028          | \$292,000               | \$300,100  | \$308,300  | \$316,400  | \$324,500  |
| 2029          | \$303,700               | \$312,100  | \$320,600  | \$329,000  | \$337,500  |
| 2030          | \$315,900               | \$324,600  | \$333,400  | \$342,200  | \$351,000  |
| 2031          | \$328,500               | \$337,600  | \$346,700  | \$355,900  | \$365,000  |
| 2032          | \$341,600               | \$351,100  | \$360,600  | \$370,100  | \$379,600  |
| 2033          | \$355,300               | \$365,200  | \$375,000  | \$384,900  | \$394,800  |
| 2034          | \$369,500               | \$379,800  | \$390,000  | \$400,300  | \$410,600  |
| 2035          | \$384,300               | \$395,000  | \$405,600  | \$416,300  | \$427,000  |

(b) Nothing in this Section 7 shall alter the respective rights and liabilities of a player and a Team, as provided for in this Agreement or a Standard Player Contract, with respect to the termination of a Player Contract.

(c) Every Player Contract entered into between a player and Team that is intended to provide for only the Minimum Player Salary for one or more Seasons must contain the following sentence in Exhibit 1 of such Contract and shall be deemed amended in the manner described in such sentence: “This Contract is intended to provide for a Base Salary for the

\_\_\_\_\_ Season(s) equal to the Minimum Player Salary for such Season(s) and shall be deemed amended to the extent necessary to so provide.”

(d) In the event that the Base Salary in any Player Contract entered into prior to the effective date of this Agreement and covering the 2026 Season and, if applicable, any Season thereafter (an “Existing Contract”) is below the Minimum Annual Salary, the Base Salary in such Player Contract shall be automatically adjusted so that the Base Salary in 2026 and, if applicable, any Season thereafter shall equal the applicable Minimum Annual Salary. Nothing herein shall in any way prevent a Team from terminating an Existing Contract at any time.

(e) In the event that, beginning with the 2027 Salary Cap Year, in two consecutive Salary Cap Years the Salary Cap for the applicable Salary Cap Year increases over the Salary Cap for the immediately preceding Salary Cap Year by the maximum amount permitted pursuant to Article VII, Section 1(a)(ii), then the WNBA and Players Association will discuss in good faith potential modifications to the amounts set forth in Section 7(a) above, with any such modifications to take effect no sooner than the Salary Cap Year following the second of such consecutive Salary Cap Years.

#### **Section 8. Maximum Player Salary**

(a) The “Supermax Salary” for a Salary Cap Year shall equal twenty percent (20%) of the Salary Cap for such Salary Cap Year.

(b) The “Standard Maximum Salary” for a Salary Cap Year shall equal seventeen percent (17%) of the Salary Cap for such Salary Cap Year.

(c) No Standard Player Contract shall provide for a Base Salary for any Season covered by a Salary Cap Year of more than the “Maximum Player Salary” for such Contract for such Salary Cap Year. The Maximum Player Salary for a Contract for a Salary Cap Year shall be the Standard Maximum Salary for such Salary Cap Year, except that, with respect

to the following Player Contracts only, the Maximum Player Salary for a Salary Cap Year shall be the Supermax Salary for such Salary Cap Year:

(i) A Player Contract entered into by a Qualifying Veteran Free Agent with five (5) or more Years of Service and her Prior Team;

(ii) A Player Contract entered into between a Veteran Free Agent who is designated as a Core Player and her Prior Team;

(iii) With respect to the extended term only, an Extension of a Rookie Scale Contract;

(iv) With respect to the extended term only, a Veteran Extension signed by a player who, at the time such Veteran Extension is entered into, has five (5) or more Years of Service and has played under one or more Player Contracts covering some or all of each of the two preceding Seasons and either played exclusively with her Prior Team during such two Seasons, or, if she played with more than one Team during such period, changed Teams only (x) by means of assignment, or (y) by signing with her Prior Team during the first of the two Seasons; and

(v) With respect to the fourth Season only, a Rookie Scale Contract extended pursuant to Article VII, Section 5(c)(i)(1).

(d) The Maximum Player Salary for any Contract entered into during any Regular Season hereunder shall be reduced so as to equal the Maximum Player Salary multiplied by a fraction, the numerator of which is the number of days remaining in the Regular Season when the Contract is executed and the denominator of which is the total number of days of the Regular Season.

(e) Notwithstanding any other provision of this Agreement, if a trade of a Standard Player Contract would, by reason of a trade bonus contained in such Contract, cause the player's Salary (including allocated trade bonus amount) in the Salary Cap Year in which such trade occurs to exceed the player's applicable Maximum Player Salary, then such player's trade bonus (i.e., the amount of the trade bonus payable to the player) shall be deemed amended to the extent necessary to ensure that the player's Salary (including allocated trade bonus amount) in the current and all remaining Salary Cap Years does not exceed the player's applicable Maximum Player Salary.

(f) If, on February 1 of a Salary Cap Year, the Salary provided for by a Player Contract for the Season covered by such Salary Cap Year exceeds the Maximum Player Salary in respect of such Contract for such Salary Cap Year, then such Contract shall be deemed amended to provide for Base Salary for such Season equal to such Maximum Player Salary for such Salary Cap Year.

**Section 9. 7-Day Contracts.**

At any time after the Mid-Point of a Regular Season, a Team may enter into a Player Contract with a player for seven (7) days (a "7-Day Contract"). The Base Salary provided for by a 7-Day Contract shall not be less than the applicable Minimum Player Salary.

Notwithstanding anything to the contrary in Article V, Section 6 (including, but not limited to, Article V, Section 6(a)(i)(x), 6(a)(i)(y), or 6(b)), when a Team terminates a 7-Day Contract prior to the expiration of the seven (7) days, the team shall pay to the player only such sums as set forth in Exhibit 1 to such Contract. No team may enter into more than three (3) 7-Day-Contracts with the same player in any one (1) Season. No Team may enter into a 7-day Contract if the length of such Contract would extend to or past the date of the Team's last Regular Season game for such Season.

**Section 10. Rest-of-Season Contracts.**

At any time after the first day of a WNBA Regular Season, a Team may enter into a Player Contract that may provide Base Salary to a player only for the remainder of that Season (a “Rest-of-Season Contract”). The Base Salary provided for in a Rest-of-Season Contract shall not be less than the Minimum Player Salary. A Rest-of-Season Contract shall not contain Base Salary protection of any kind.

**Section 11. Replacement Contracts.**

At any time beginning with the first day of the WNBA Regular Season, a Team may enter into a Player Contract with a Replacement Player only for the remainder of that Season pursuant to Article VII, Section 4 (a “Replacement Contract”). The Base Salary provided for in a Replacement Contract shall be the Minimum Player Salary, except with respect to a Replacement Contract signed pursuant to a Pregnancy/Childbirth Exception, which may provide for Base Salary in accordance with Article VII, Section 4(c)(iv) or 4(c)(v), as applicable. A Replacement Contract shall not contain Base Salary protection of any kind. Notwithstanding anything to the contrary in Article V, Section 6 (including, but not limited to, Article V, Section 6(a)(i)(x), 6(a)(i)(y), or 6(b)), when a Team terminates a Replacement Contract, the Team shall pay to the player only such prorated portion of her Base Salary as was earned by her based upon the number of days of the Regular Season that the player was under Contract with the Team. After the expiration or termination of a Replacement Contract, the player shall become an Unrestricted Free Agent.

**Section 12. Player Development Contracts.**

Subject to the limitations set forth in this Section 12, a Team may enter into a Player Contract (a “Player Development Contract”) that provides a player (a “Developmental Player”) with a Base Salary as set forth in Section 12(a)(i) below and an Active Games Bonus as

set forth in Section 12(a)(ii) below (together, the “Player Development Salary”).

Notwithstanding anything to the contrary herein, a Rookie may enter into a Player Development Contract except if she is a Draft Rookie who was a First Round Pick.

(a) Player Development Salary.

(i) Base Salary. The Base Salary provided for in a Player Development Contract (the “Player Development Base Salary”) for a Season shall equal seven hundred fifty dollars (\$750) multiplied by the number of weeks in the Regular Season of such Season (the “Annual Player Development Base Salary”), multiplied by a fraction, the numerator of which is the number of days remaining in the Regular Season as of the date such Contract is entered into (including the day on which the Contract is entered into), and the denominator of which is the total number of days of that Regular Season. For example, if there were 115 days in a Regular Season, then the Annual Player Development Base Salary for that Season would be \$12,321 (i.e., \$750 multiplied by 115 days and divided by seven days per week).

(ii) Active Games Bonus. The Active Games Bonus provided for in a Player Development Contract for a Season shall equal the number of Regular Season games for which the Developmental Player has been activated while under such Player Development Contract multiplied by the “Active Games Pay Rate” for the applicable Season. The Active Games Pay Rate for a Season shall equal the Minimum Annual Salary for such Season for a player with zero (0) Years of Service divided by the number of Regular Season games that each Team is scheduled to play during such Season, rounded to the nearest whole number.

(iii) Every Player Development Contract must contain an Exhibit 1A and include the following paragraph in such Exhibit (which shall be deemed amended in the manner described in such paragraph): “This Contract is intended to provide for a Base Salary

equal to the Player Development Base Salary and shall be deemed amended to the extent necessary to so provide. In addition, Player shall receive from Team an Active Games Bonus in the amount equal to the number of Regular Season games for which Player is activated while under this Player Development Contract, multiplied by the Active Games Pay Rate set forth above.”

(b) Roster Limitations.

(i) No Team may have on its roster at any time more than two (2) Developmental Players.

(ii) No player under a Player Development Contract may be activated for (i.e., designated by the Team as eligible to play in) a number of Regular Season games with a particular Team during a Season that exceeds the “Developmental Player Game Limit.” The Developmental Player Game Limit for a Season shall equal the greater of (A) twelve (12) Regular Season games, and (B) twenty-five percent (25%) of the number of Regular Season games that each Team is scheduled to play during such Season, rounded to the nearest whole number.

(iii) The maximum number of Regular Season games during a Season for which a Team may have Developmental Players activated shall equal two hundred percent (200%) of the Developmental Player Game Limit for such Season (the “Team Developmental Player Game Limit”). A Regular Season game for which a Team has two (2) Developmental Players activated shall count as two (2) Regular Season games toward the Team Developmental Player Game Limit.

(c) Base Salary Protection. A Player Development Contract shall not contain Base Salary protection of any kind.

(d) Contract Term. The term of a Player Development Contract may not exceed one (1) Season.

(e) Eligibility. A player may only be eligible to enter into a Player Development Contract for a Season if the player has (i) fewer than four (4) Years of Service, or (ii) fewer than six (6) Years of Service and played at least one (1) and fewer than one hundred sixty (160) minutes during the Regular Season immediately prior to such Season.

(f) Regular Contract Conversion Option. Every Player Development Contract shall provide the Team with an option to convert the Player Development Contract during its term to a Regular Contract that provides for a Base Salary equal to the player's applicable Minimum Player Salary (as of the date such option is exercised) and a term equal to the remainder of the original term of the Player Development Contract beginning on the date such option is exercised ("Regular Contract Conversion Option"). For the day the Regular Contract Conversion Option is exercised, the player shall be compensated only under the new Regular Contract, and not under the Player Development Contract. The Regular Contract Conversion Option may be exercised at any point during the period beginning at the time the Player Development Contract is signed and ending just prior to the start of the Team's last Regular Season game during the Season covered by such Contract. Upon conversion, such Contract shall become a Regular Contract and shall no longer be governed by the provisions of this Agreement governing Player Development Contracts. In order to exercise a Regular Contract Conversion Option, a Team must have Room or an Exception for the Regular Contract. To effectuate the requirements set forth in the preceding sentences, every Player Development Contract must contain the following language in Exhibit 1A of such Contract: "Regular Contract Conversion Option. Team shall have the option to convert this Contract to a Regular Contract

(“Regular Contract Conversion Option”). Team’s Regular Contract Conversion Option may be exercised by providing written notice to Player that is either personally delivered to Player or her representative or sent by email or prepaid certified, registered, or overnight mail to the last known address of Player or her representative with a copy to the Players Association and the WNBA. If Team exercises the Regular Contract Conversion Option, the Base Salary and Active Games Bonus amounts set forth above in this Exhibit 1A will immediately become null and void and of no further force or effect, Player’s Base Salary for the remaining term of this Contract shall be equal to the Player’s applicable Minimum Player Salary for a term equal to the remainder of the original term of this Contract beginning on the date such option is exercised, and all other terms and conditions of this Contract shall remain applicable.”

(g) Regular Contract Signing. During the term of a Player Development Contract, the Team and Developmental Player who are parties to such Contract shall have the right to negotiate and agree to a Regular Contract (including, for clarity, a 7-Day Contract) in accordance with the terms of this Agreement, provided that the Team has Room or an Exception for such Regular Contract. For clarity, if the Developmental Player is a Rookie, then, pursuant to Article I (ww), such a Regular Contract must be a Rookie Scale Contract in accordance with Section 4(b) above. Notwithstanding anything to the contrary in this Agreement or the Standard Player Contract, upon execution of the Regular Contract, the prior Player Development Contract between the Team and player will immediately be rendered null and void and of no further force or effect. For the day the Regular Contract is executed, the player shall be compensated only under the new Regular Contract, and not under the prior Player Development Contract.

(h) Exclusive Rights. During the period beginning when a Team and player enter into a Player Development Contract through 11:59 p.m. (ET) on the later of (i) the day that

is thirteen (13) days following the day on which such Contract is entered into, and (ii) the day that is thirteen (13) days after the first day of the Regular Season covered by such Contract (the “Exclusive Rights Period”), such Team shall be the only Team with which such player may negotiate or sign a Regular Contract. In no event shall the Exclusive Rights Period extend beyond the termination of the Player Development Contract.

(i) Development Team Preemptive Right.

(i) After the expiration of the Exclusive Rights Period with respect to a Player Development Contract and prior to 11:59 p.m. (ET) on the day that is two (2) days prior to the last day of the Regular Season covered by such Contract, the Developmental Player shall have the right to negotiate a Regular Contract (other than a 7-Day Contract) with any WNBA Team. For clarity, if the Developmental Player is a Rookie, then, pursuant to Article I (ww), such a Regular Contract must be a Rookie Scale Contract in accordance with Section 4(b) above. When a Developmental Player receives an offer to sign a Regular Contract from a Team (the “Regular Contract Team”) other than the Team that is party to her Player Development Contract (the “Development Team”), which she desires to accept, she shall give to the Development Team a completed certificate substantially in the form of Exhibit 5A annexed hereto (the “Regular Contract Offer”), signed by the Developmental Player and the Regular Contract Team, which shall have attached to it the Regular Contract that the Developmental Player desires to accept. If the “Regular Contract Offer Deadline” (defined below) with respect to a Regular Contract Offer is on or after the day that is the Mid-Point of the Regular Season, then, in order to extend the Regular Contract Offer, the Regular Contract Team must have Room for the Regular Contract at the time the Regular Contract Offer is signed and must continue to have such Room at all times

while the Regular Contract Offer is outstanding. For clarity, the Regular Contract Team may not sign a Regular Contract Offer pursuant to an Exception.

(ii) The Development Team, upon receipt of the Regular Contract Offer, may, prior to the “Regular Contract Offer Deadline” (defined below), render such Regular Contract Offer null and void by either (A) exercising its Regular Contract Conversion Option in accordance with Section 12(f) above, or (B) negotiating and agreeing to a Regular Contract with the Developmental Player in accordance with Section 12(g) above, provided that, in either case, the Development Team must have Room for the applicable Regular Contract. If the Development Team either exercises its Regular Contract Conversion Option or agrees to a Regular Contract with the Developmental Player, it must immediately so notify the Regular Contract Team in writing.

(iii) If the Development Team neither exercises its Regular Contract Conversion Option nor agrees to a Regular Contract with the Developmental Player prior to the Regular Contract Offer Deadline, then the player and the Regular Contract Team shall be deemed to have entered into a Regular Contract containing all of the terms and conditions included in the Regular Contract attached to the Regular Contract Offer and no additional terms, and the Regular Contract Team must have Room for such Regular Contract (for clarity, the Regular Contract Team may not sign such Regular Contract pursuant to an Exception).

(iv) The Regular Contract Offer Deadline shall be 5:00 p.m. (ET) on the day following the day on which the Development Team receives a Regular Contract Offer. For clarity, the day on which the Development Team receives a Regular Contract Offer shall be measured in Eastern Time.

(v) For purposes of Article XXXIII, Section 4, during the period while a Regular Contract Offer is outstanding, the player shall be included as a Developmental Player on the Development Team's roster and shall not be included on the Regular Contract Team's Roster. The Regular Contract Team may not utilize an additional roster spot granted pursuant to the WNBA's roster hardship rules to add a player to its roster pursuant to this Section 12(i)(v).

(vi) There may be only one Regular Contract Offer signed by a Developmental Player outstanding at any one time, provided that the Regular Contract Offer has also been signed by a Team.

(vii) On the same day as the giving of a Regular Contract Offer to the Development Team, the Regular Contract Team shall cause a copy thereof to be given to the WNBA, which shall cause a copy thereof to be promptly given to the Players Association.

(viii) Any Regular Contract Offer or other writing required or permitted to be given under this Section 12 shall be provided either by personal delivery or by email or prepaid certified, registered, or overnight mail in substantially the same manner as is required for writings under Article VI, Section 6, as described in Article VI, Section 6(m)-(n).

(ix) If the player and the Regular Contract Team are deemed to have entered into a Regular Contract pursuant to Section 12(i)(iii) above and such Regular Contract is terminated on or before the day that is twenty-three (23) days following the date on which such Regular Contract is deemed entered into, then the Development Team shall have the option to reinstate the Player Development Contract to which the player and Development Team were parties immediately prior to the player entering into such Regular Contract. In order to exercise such option, the Development Team must provide written notice of such exercise to the player before 5:00 p.m. (ET) on the day following the termination of the player's Regular Contract.

(For clarity, the player would not be considered to have been on the Development Team's roster or entitled to any Base Salary from the Development Team for the period of time she was signed to a Regular Contract with the Regular Contract Team.)

**Section 13. Length of Veteran Player Contracts.**

(a) Maximum Term. Except when a shorter term is expressly provided for elsewhere in this Agreement, a Player Contract may cover, in the aggregate, up to but no more than three (3) Seasons (and the immediately succeeding Off-Seasons) from the date such Contract is signed; provided, however, that:

(i) a Contract between a Qualifying Veteran Free Agent and her Prior Team may cover, in the aggregate, up to but no more than four (4) Seasons (and the immediately succeeding Off-Seasons) from the date such Contract is signed;

(ii) a Veteran Extension with a player who, at the time such Veteran Extension is entered into, has five (5) or more Years of Service and has played under one (1) or more Player Contracts covering some or all of each of the two (2) preceding Seasons and either played exclusively with her Prior Team during such two (2) Seasons, or, if she played with more than one (1) Team during such period, changed Teams only (A) by means of assignment, or (B) by signing with her Prior Team during the first of the two (2) Seasons, may cover up to but no more than four (4) Seasons (and the immediately succeeding Off-Seasons) from the date such Extension is signed;

(iii) a Rookie Scale Contract with a Draft Rookie shall cover, in the aggregate, three (3) Seasons (and the immediately succeeding Off-Seasons) from the date such Contract is signed plus an Option Year; and

(iv) an Extension of a Rookie Scale Contract may cover up to but no more than three (3) new Seasons (and the immediately succeeding Off-Seasons).

(b) Computation of Time. For purposes of Section 13(a) above, if a Player Contract or Extension is signed after the beginning of a Season, the Season in which the Contract or Extension is signed shall be counted as one (1) full Season covered by the Contract or Extension.

**Section 14. Conformity of Standard Player Contracts.**

All Standard Player Contracts that were entered into by a Team and any player (and any WNBA Marketing and Promotional Agreements that were entered into by the WNBA and any player) prior to the effective date of this Agreement shall remain in full force and effect for their stated terms and for any option years, except that those Contracts shall be deemed amended in such manner to require the parties to comply with all terms of this Agreement, including the terms of the Standard Player Contract annexed hereto as Exhibit 1. All Standard Player Contracts shall be subject to the terms of this Agreement, which shall supersede the terms of any Standard Player Contract inconsistent herewith. No Standard Player Contract shall provide for the waiver by a player or the Team of any benefits or the sacrifice of any rights to which the player or the Team is entitled by virtue of a Standard Player Contract or this Agreement.

**Section 15. General.**

(a) (i) Subject to Section 17 below, any oral or written agreement between a player and a Team concerning terms and conditions of employment shall be reduced to writing in the form of a Standard Player Contract or an amendment thereto as soon as practicable. Immediately upon the consummation of any such oral or written agreement, the Team shall notify the WNBA by email and provide the WNBA with all terms of such agreement. Following its receipt of such notice, the WNBA shall provide the same notice to the Players Association as soon as practicable.

(ii) Notwithstanding subsection (a)(i) above, neither the WNBA, any Team, nor the Players Association or any player shall contend that any agreement concerning terms and conditions of employment is binding upon the player or the Team until a Player Contract embodying such terms and conditions has been duly executed by the parties. Nothing herein is intended to affect (A) any authority of the Commissioner to approve or disapprove Player Contracts, or (B) the effect of the Commissioner's approval or disapproval on the validity of such Player Contracts.

(iii) A violation of the first sentence of subsection (a)(ii) above may be considered evidence of a violation of Article XV.

(b) No player shall attend the regular training camp of any Team or participate in any game or organized practices with the Team at any time, unless she is a party to a Player Contract then in effect.

(c) The only form of Salary that a Team may pay a player under her Player Contract is cash in U.S. dollars via a check made payable to the player or via a direct deposit made to the player's bank account. Compensation of any other kind is prohibited.

(d) No Team shall make any direct or indirect payment of any money, property, investments, loans, or anything else of value for fees or otherwise to an agent, attorney, or representative of a player (for or in connection with such person's representation of such player); nor shall any Player Contract provide for such payment. No Player shall assign or otherwise transfer to any third party her right to receive Salary from the Team under her Player Contract. Nothing in this subsection (d), however, shall prevent a Team from sending a player's regular paycheck (made payable to the player) to a player's agent, attorney, or representative if so instructed in writing by the player.

(e) No Team shall make any direct or indirect payment of any money, property, investments, loans, or anything else of value to: (i) any basketball team not in the WNBA; or (ii) any other entity, organization, representative, or person, for the purpose of inducing a player to enter into a Player Contract or in connection with receiving the right to enter into a Player Contract.

(f) If a Team (“Prior Team”) terminates a player’s Player Contract, then the Prior Team may not enter into another Player Contract with the player during the period commencing on the date of termination and continuing through (i) the tenth day (10th) day following such termination if such termination occurs during the Regular Season, or (ii) the tenth (10th) day of the first Regular Season following such termination if such termination occurs during the Off-Season or the training camp period; provided, however, that (i) any Team that terminates a player from the period beginning ten (10) days before the Mid-Point of the Regular Season and continuing through the Mid-Point of the Regular Season may enter into a Player Contract with such player after the Mid-Point of the Regular Season, provided that such Player Contract is a 7-Day Contract and/or a Rest-of-Season Contract at the applicable Minimum Player Salary, (ii) if a Team terminates one or more Player Contracts in order to create Room for an Offer Sheet, and the ROFR Team (as defined below) subsequently exercises its Right of First Refusal and enters into a Contract with that player, the Team shall immediately thereafter be permitted to enter into a Player Contract with any of the players whose Contracts it had terminated to create Room for the Offer Sheet, (iii) if a Team terminates a Player Contract of a player and subsequently applies for, and is granted, a Hardship Exception, Emergency Hardship Exception, a roster hardship exception, a Pregnancy/Childbirth Exception, or a SEI Exception, the Team shall, immediately following the grant of the exception, be permitted to enter into a

Replacement Contract with such player utilizing such exception, and (iv) any Team that terminates a Player Contract shall, following such termination, be permitted to enter into a Player Development Contract with such player.

(g) On a bi-weekly basis, the WNBA shall provide to the Players Association copies of all new Standard Player Contracts.

(h) A Team's termination of a Player Contract by reason of the player's "lack of skill" (under Section 5(a) of this Article V) shall be interpreted to include a termination based on the Teams' determination that, in view of the player's level of skill (in the sole opinion of the Team), the Base Salary paid (or to be paid) to a player is no longer commensurate with the Team's financial plans or needs. The forgoing sentence shall not affect any post-termination obligation to pay Base Salary that may result from Base Salary protection provisions included in a Player Contract.

(i) The following provisions shall govern an agreement (to be set forth in Exhibit 5 to a Player Contract) establishing that the player must report for and submit to a physical examination to be performed by a physician designated by the Team:

(ii) The player must report for such physical examination at the time designated by the Team (which shall be no later than the third business day following the execution of the Contract), and must, upon reporting, supply all information reasonably requested of her, provide complete and truthful answers to all questions posed to her (it being agreed that only questions reasonable and medically appropriate may be posed), and submit to all reasonable and medically appropriate examinations and tests. The determination of whether the player has passed the physical examination shall be made by the Team in its sole discretion; and a Team shall have the right to determine in good faith that a player has failed to pass the physical

examination due to the risk of a future injury, illness or other health condition notwithstanding that the player is currently able to play. If the player does not pass the physical examination, the Team shall so notify the player no later than the sixth business day following the execution of the Contract.

(iii) The Team's determination that the player has passed the physical examination shall be a condition precedent to the validity of the Contract. Accordingly, and without limiting the generality of the preceding sentence, until such time as a player has passed the physical examination, the prohibitions set forth in Section 15(b) above shall continue to apply to the Team and player.

(iv) A Required Tender or a Qualifying Offer may contain an Exhibit 5. If a player accepts such a Required Tender or Qualifying Offer but does not pass the required physical examination, the Required Tender or Qualifying Offer shall be deemed to have been withdrawn, which shall have the consequences described in Article XIII, Section 5 or Article VI, as the case may be.

(i) A player who knows she has an injury, illness, or condition (including pregnancy) that renders, or she knows will likely render, her physically unable to perform the playing services required under a Player Contract may not validly enter into such a Player Contract without prior written disclosure of such injury, illness, or condition to the Team.

(j) Players will be paid their Base Salary as set forth in Exhibit 1 or Exhibit 1A, as applicable (and, if applicable, an Active Games Bonus provided for in Exhibit 1A), in ten (10) equal, semi-monthly installments in any Season, beginning on or about May 15 (but in no event more than one (1) week after the start of the Regular Season).

**Section 16. Void Contracts.**

If a Player Contract fails to take effect or becomes void as a result of a Commissioner disapproval, the player's failure to pass a physical examination conducted pursuant to Exhibit 5 to such Contract, or the rescission of a trade conducted pursuant to Article V, Section 3(f), then, in each such case:

(a) the Team shall continue to possess such rights with respect to the player as the Team possessed at the time of the execution of the Contract, including, without limitation, any such rights that the Team possessed pursuant to Article VI and Article XIII;

(b) any Required Tender or Qualifying Offer that was outstanding at the time the Contract was executed shall continue in effect as if the Contract had not been executed (including if the original deadline for accepting the Required Tender or Qualifying Offer expired following the execution of the Contract), but for no fewer than three (3) business days following the Commissioner's disapproval, the Team's issuance of notice to the player that she did not pass the physical examination, or the rescission of such trade, as the case may be; and

(c) in the case of a player who does not pass a physical examination pursuant to Exhibit 5: (i) the player shall not be permitted to accept such Required Tender or Qualifying Offer for a period of two (2) business days following her receipt of notice from the Team that she did not pass her physical examination, during which period the Team may elect to withdraw the Required Tender or Qualifying Offer, which shall have the consequences described in Article VI or Article XIII, as the case may be; and (ii) if the Required Tender or Qualifying Offer is not withdrawn by the Team during this period, the Required Tender or Qualifying Offer shall thereafter be deemed amended so as to eliminate any Exhibit 5 that may be contained therein.

**Section 17. Moratorium.**

Notwithstanding any other provision of this Agreement, no player and Team may negotiate over, or enter into, any oral or written agreement concerning terms and conditions of the player's employment, or reduce any such agreement to writing in the form of a Player Contract or amendment, between the period beginning from the start of the Team's last Regular Season game through: (a) with respect to a Team's last Regular Season game of the 2026 Regular Season, the immediately following February 15; and (b) with respect to a Team's last Regular Season game of each subsequent Regular Season, the immediately following February 13 (the "Moratorium Period"). The foregoing sentence shall not preclude (i) a player from accepting any Required Tender or Qualifying Offer that is outstanding during the Moratorium Period, (ii) a player and a Team from negotiating during the period beginning on February 4 and ending at the conclusion of the Moratorium Period over the terms and conditions of a Player Contract or Offer Sheet that may be entered into after the Moratorium Period, or (iii) a player and a Team from entering into an amendment pursuant to Article V, Section 3(e) during the Moratorium Period.

**Section 18. Wireless Microphones.**

Upon reasonable request by her Team, the WNBA, or WNBA Enterprises, NBA Properties, Inc., or NBA Media Ventures LLC (each of the foregoing, a "League-Related Entity"), and subject to the conditions and limitations set forth below, a player shall wear a wireless microphone during any game or practice, including warm-up periods and going to and from the locker room to the playing floor. The rights in any audio captured by such microphone shall belong to the WNBA or a League-Related Entity and may be used in any manner for publicity or promotional purposes.

(a) The WNBA or a League-Related Entity will be responsible for placement of the microphone on the player in a location and manner that minimizes interference with the player's performance.

(b) The audio captured by the wireless microphone worn by the player ("Player Audio") will be screened (including for profanity) and approved prior to airing by the telecast producer.

(c) Notwithstanding anything to the contrary in this Agreement, Player Audio shall not be used as the basis for the imposition of discipline upon any player.

## **ARTICLE VI**

### **FREE AGENCY**

#### **Section 1. General Rules.**

(a) Subject to the provisions of Article VII, (i) a Reserved Player is free at any time beginning on February 4 to negotiate a Player Contract with her Prior Team and to accept a Reserved Qualifying Offer from her Prior Team, and is free at any time beginning on the day following the last day of the Moratorium Period to enter into a Player Contract with her Prior Team; (ii) an Unrestricted Free Agent is free at any time beginning on February 4 to negotiate, and free at any time beginning on the day following the last day of the Moratorium Period to enter into, a Player Contract with any Team; (iii) a Restricted Free Agent is free at any time beginning on February 4 to negotiate a Player Contract with her Prior Team, to accept a Restricted Qualifying Offer from her Prior Team, and to negotiate an Offer Sheet with any Team other than her Prior Team, and is free at any time beginning on the day following the last day of the Moratorium Period to enter into a Player Contract with her Prior Team or an Offer Sheet with any Team other than her Prior Team; and (iv) a Core Player is free at any time beginning on February 4 to negotiate a Player Contract with her Prior Team or to accept a Core Qualifying Offer from her Prior Team, and is free at any time beginning on the day following the last day of the Moratorium Period to enter into a Player Contract with her Prior Team.

(b) No compensation obligation of any kind to another Team shall be applicable to any Free Agent. No right of first refusal (“Right of First Refusal”) shall be applicable to any Free Agent other than a Restricted Free Agent.

**Section 2. No Individually-Negotiated Right of First Refusal.**

(a) No Player Contract, or any Extension or other amendment of a Player Contract may include any individually negotiated Right of First Refusal or other limitation on player movement following the last Salary Cap Year covered by such Player Contract.

(b) No Right of First Refusal rule, practice, policy, regulation or agreement providing for a Right of First Refusal shall be applied to any player as a result of that player's entry into a player contract with or the playing with any team in any professional basketball league other than the WNBA.

**Section 3. Withholding Services.**

A player who withholds playing services called for by a Player Contract for more than twenty-one (21) days during the last Season covered by her Player Contract or for any period of time that includes the last game played by such player's Team during the last Season covered by her Player Contract shall be deemed not to have "complet[ed] her Player Contract by rendering the playing services called for thereunder." Accordingly, such a player shall not be a Free Agent and shall not be entitled to negotiate or sign a Player Contract with any Team unless and until the Team for which the player last played expressly agrees otherwise.

**Section 4. Fourth Year Option for Drafted Rookies.**

(a) A Team that drafts a Rookie in any Draft (or a Team to which such player has been assigned) shall have the option to retain the playing services of such player for a fourth year by exercising its Fourth Year Option (as described in subsection (b) below) on or before the May 1 following the second Season of such player's Rookie Scale Contract.

(b) The Fourth Year Option Notice shall be a notice to the player that is either personally delivered to the player or her representative or sent by email or prepaid certified, registered, or overnight mail to the last known address of the player or her representative, signed

by the Team, informing the player that the Team has exercised its Option for the player's fourth WNBA Season ("Fourth Year Option"). The terms and conditions that apply to the Option Year shall be unchanged from all terms and conditions that applied to the player's third WNBA Season, except that the Base Salary to be paid to the player for the Option Year shall be as set forth in Article VIII.

(c) If a Team has not delivered a Fourth Year Option Notice by the specified deadline, the player shall, following her third WNBA Season, become an Unrestricted Free Agent.

**Section 5. Qualifying Offers to Make Certain Players Restricted Free Agents.**

(a) From the January 30 following a Season covered by a Fourth Year Option through the immediately following February 3, the player's Team may make a Restricted Qualifying Offer to the player covered by such Option. If such a Restricted Qualifying Offer is made, then, on the day following the last day of the Moratorium Period following the Season covered by the player's Fourth Year Option, the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the Team ("ROFR Team"), as set forth in Section 6 below. If such a Restricted Qualifying Offer is not made, then the player shall become an Unrestricted Free Agent on the day following the last day of the Moratorium Period.

(b) Subject to Section 7 below, any Veteran Free Agent who has four (4) Years of Service of the first day of any such Salary Cap Year, will be a Restricted Free Agent if her Prior Team makes a Restricted Qualifying Offer to the Player at any time from the January 30 following such Season through the immediately following February 3. If such Restricted Qualifying Offer is made, then, on the day following the last day of the Moratorium Period following the last Season covered by the player's Player Contract, the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the ROFR Team, as set forth

in Section 6 below. If such a Restricted Qualifying Offer is not made, then the player shall become an Unrestricted Free Agent on the day following the last day of the Moratorium Period.

(c) In order to make a Restricted Qualifying Offer, a Team must have Room for the Restricted Qualifying Offer. A Restricted Qualifying Offer made to a Restricted Free Agent may be withdrawn by the Team at any time through the March 1 following its issuance. If the Restricted Qualifying Offer is not withdrawn by March 1, it must thereafter remain open through the following March 21; provided, however, that the Restricted Qualifying Offer may be withdrawn by the Team during the period March 2 through March 21 but only if the player agrees in writing to the withdrawal. If a Restricted Qualifying Offer is withdrawn, the player shall immediately become an Unrestricted Free Agent. A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that would render her physically unable to perform the playing services required under a Player Contract the following Season may not validly accept a Restricted Qualifying Offer made under this Section 5 or Section 6 below, unless the ROFR Team consents after disclosure of such physical disability or condition (provided that the Team may, at its election, and prior to determining whether to consent, conduct a physical examination of the player). In the event that the ROFR Team does not consent, such player will remain subject to the ROFR Team's Right of First Refusal. In no event may a player accept a Restricted Qualifying Offer beyond the March 21 following its issuance. If a Restricted Qualifying Offer is neither withdrawn nor accepted and the deadline for accepting it passes, the Team's Right of First Refusal shall continue, subject to Section 6(a) below.

(d) Any claim that a Contract offered as a Restricted Qualifying Offer fails to meet one or more of the criteria for a Restricted Qualifying Offer shall be made by notice to the

Team, in writing, no later than ten (10) days after a copy of the Restricted Qualifying Offer was given by the Team or the WNBA to the Players Association. Such notice must set forth the specific changes that allegedly must be made to the offered Contract in order for it to constitute a Restricted Qualifying Offer. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Restricted Qualifying Offer, the Team may, within five (5) business days, offer the player an amended Contract incorporating the requested changes. If the Team offers such an amended Contract, the player and the Players Association shall be precluded from asserting that such Contract does not constitute a timely and valid Restricted Qualifying Offer.

**Section 6. Restricted Free Agency.**

(a) If a Restricted Free Agent does not sign an Offer Sheet (as defined below) with any Team by the July 1 of the WNBA Season for which the Restricted Qualifying Offer is made, and does not sign a Player Contract with the ROFR Team before that Season ends, then her ROFR Team may reassert its Right of First Refusal for the following WNBA Season by extending another Restricted Qualifying Offer (with the same terms, including the amount of Salary that was included in the prior Restricted Qualifying Offer, subject to the Minimum Player Salary) by the next February 3. A ROFR Team may continue to reassert its Right of First Refusal by following the foregoing procedure in each subsequent year in which that Restricted Free Agent does not sign an Offer Sheet with any Team by the July 1 of the WNBA Season for which the Restricted Qualifying Offer is made, and does not sign a Player Contract with the ROFR Team before that Season ends. Any such Restricted Qualifying Offer shall be governed by the provisions of Section 5 above.

(b) When a Restricted Free Agent receives an offer to sign a Player Contract from a Team (the "New Team") other than the ROFR Team, which she desires to accept, she

shall give to the ROFR Team a completed certificate substantially in the form of Exhibit 5 annexed hereto (the “Offer Sheet”), signed by the Restricted Free Agent and the New Team, which shall have attached to it a Standard Player Contract separately specifying the “Principal Terms” (as defined in Section 6(c) below) of the New Team’s offer. The Offer Sheet must be for a Player Contract with a term of more than one WNBA season. In order to extend an Offer Sheet, the New Team must have Room for the player’s Player Contract at the time the Offer Sheet is signed and must continue to have such Room at all times while the Offer Sheet is outstanding. The ROFR Team, upon receipt of the Offer Sheet, may exercise its Right of First Refusal, which shall have the consequences hereinafter set forth below in this Section 6. In order to match an Offer Sheet, the ROFR Team must have Room for the player’s Player Contract at the time the notice of its Right of First Refusal is given and must continue to have Room at all times the First Refusal Exercise Notice remains in effect.

(c) The Principal Terms of an Offer Sheet are only:

(i) The fixed and specified Base Salary that the New Team will pay to the Restricted Free Agent on the dates specified in the Standard Player Contract;

(ii) Term;

(iii) Base Salary protection provided for each Season as set forth in Exhibit 2 (if any);

(iv) Prior-injury exclusion terms set forth in Exhibit 3 (if any).

(d) If, before the First Refusal Exercise Notice Deadline (defined below), the ROFR Team gives to the Restricted Free Agent a “First Refusal Exercise Notice” substantially in the form of Exhibit 6 annexed hereto, such Restricted Free Agent and the ROFR Team shall be deemed to have entered into a Player Contract, effective as of the date the First Refusal Exercise

Notice is given, containing all the Principal Terms included in the Standard Player Contract attached to the Offer Sheet and no additional terms. The First Refusal Exercise Notice Deadline shall be 5:00 p.m. (ET) on the fourth day following the date the Team receives the Offer Sheet (for clarity, including weekends and holidays).

(e) If the ROFR Team does not give the First Refusal Exercise Notice within the aforementioned four (4) day period, or if during such four (4) day period the ROFR Team provides written notice to the player that the Team declines to exercise its Right of First Refusal, then the player and the New Team shall be deemed to have entered into a Player Contract containing all of the terms and conditions included in the Standard Player Contract attached to the Offer Sheet and no additional terms.

(f) After exercising its Right of First Refusal as described in this Section 6, the ROFR Team may not trade the Restricted Free Agent until the day following the last day of the following Moratorium Period without the player's consent. Even with the player's consent, until the day following the last day of the following Moratorium Period neither the ROFR Team exercising its Right of First Refusal nor any other Team may trade the player to the Team whose Offer Sheet was matched.

(g) Any Team that exercises its Right of First Refusal may do so subject to the player's passing a physical examination to be conducted by the Team within five (5) days from its exercise of the Right of First Refusal. In the event the player does not pass the physical examination, the ROFR Team may withdraw its First Refusal Exercise notice within five (5) days following the date upon which such examination is conducted; however, the New Team may not withdraw the previously submitted Offer Sheet. In the event the player, after being given reasonable advance notice, does not submit to a requested physical examination within five

(5) days of the exercise of the Right of First Refusal then, until such time as the player submits to the requested physical examination, the ROFR Team may withdraw its First Refusal Exercise Notice, which shall have the effect of invalidating the Offer Sheet and causing the Team that issued the Offer Sheet to be prohibited from signing or acquiring the player for a period of one (1) year from the date the First Refusal Exercise Notice was withdrawn. In lieu of exercising its Right of First Refusal subject to the player's passing of a physical examination as provided for above, the ROFR Team may conduct a physical examination of the player prior to deciding whether to exercise its Right of First Refusal, provided that the player consents in writing to such physical examination.

(h) There may be only one Offer Sheet signed by a Restricted Free Agent outstanding at any one time, provided that the Offer Sheet has also been signed by a Team. An Offer Sheet, both before and after it is given to the ROFR Team, may be revoked or withdrawn only upon the written consent of the ROFR Team, the New Team, and the Restricted Free Agent. In such event, a Restricted Free Agent shall again be free to negotiate and sign an Offer Sheet with any Team, and any Team shall again be free to negotiate and sign an Offer Sheet with such Restricted Free Agent, subject only to the ROFR Team's renewed Right of First Refusal.

(i) If a dispute arises between the player and either the ROFR Team or the New Team, as the case may be, relating to the contents of an Offer Sheet, and/or whether the binding agreement is between the Restricted Free Agent and the New Team or the Restricted Free Agent and the ROFR Team, such dispute shall immediately be submitted to the Arbitrator, who shall resolve such dispute within five (5) days.

(j) A Restricted Free Agent may not give an Offer Sheet to the ROFR Team at any time after the July 1 of the Season for which she has been made a Qualifying Offer.

(k) On the same day as the giving of an Offer Sheet to the ROFR Team, the ROFR Team shall cause a copy thereof to be given to the WNBA, which shall cause a copy thereof to be promptly given to the Players Association. On the same day as the giving of a First Refusal Exercise Notice to the Restricted Free Agent, the Restricted Free Agent shall cause the copy thereof to be given to the New Team, which shall cause a copy thereof to be promptly given to the WNBA, which shall cause a copy thereof to be promptly given to the Players Association.

(l) There may be no consideration of any kind given by one Team to another Team in exchange for a Team's decision to exercise or not to exercise its Right of First Refusal, or in exchange for a Team's decision to submit or not to submit an Offer Sheet to a Restricted Free Agent.

(m) Any Offer Sheet, First Refusal Exercise Notice, or other writing required or permitted to be given under Section 5 of this Article VI, shall be provided either by personal delivery or by email or prepaid certified, registered or overnight mail, addressed as follows:

To any WNBA Team: addressed to that Team at the principal address of such Team as then listed on the records of the WNBA or at the Team's principal office, to the attention of the Team's general manager (and if by email, then to the general manager's email address with the Team and any such other email address as the Team may designate in writing);

To the WNBA: Women's National Basketball Association, Olympic Tower, 645 Fifth Avenue, New York, NY 10022, Attn: General Counsel (and if by email, then to the General Counsel's email address with the WNBA and any such other email address as the WNBA may designate in writing);

To the Players Association: Women’s National Basketball Players Association, 1133 Avenue of the Americas, 5<sup>th</sup> Floor, New York, NY 10036, Attn: Executive Director (and if by email, then to the Executive Director’s email address with the Players Association and any such other email address as the Players Association may designate in writing).

To a Restricted Free Agent: (i) for Qualifying Offers and other writings related to Qualifying Offers (e.g. withdrawal of a Qualifying Offer), to the last known email address or address of the Player or her representative; and (ii) for Offer Sheets and other writings related to Offer Sheets (e.g., First Refusal Exercise Notices), to her address listed on the Offer Sheet and, if the Restricted Free Agent designates a representative on the Offer Sheet and lists such representative’s address thereon, a copy shall be sent to such representative at such address (and if by email to the player or her representative, then with a copy to the Executive Director’s email address with the Players Association and any such other email address as the Players Association may designate in writing).

(i) In addition to personal delivery or by pre-paid certified, registered, or overnight mail, any Offer Sheet, notice revoking or withdrawing an Offer Sheet, First Refusal Exercise Notice, notice declining to exercise a Right of First Refusal, notice relinquishing a Right of First Refusal, or notice withdrawing a First Refusal Exercise Notice (collectively “Offer Sheet-Related Notices”) may be given by email as follows:

To any WNBA Team: to the attention of each of the Team’s specified representatives’ email address (as set forth in paragraph (n) below).

To the WNBA: to the attention of [os-transactions\\_group@wnba.com](mailto:os-transactions_group@wnba.com).

To the Players Association: to the attention of [info@wnbpa.com](mailto:info@wnbpa.com).

To a Restricted Free Agent: to her email address listed on the Offer Sheet, and, if the Restricted Free Agent designates a representative on the Offer sheet and lists such representative’s email address thereon, a copy shall be sent to such representative at such email address.

(ii) Any Offer Sheet-Related Notice given by email must be sent to the WNBA, the Players Association, the applicable Restricted Free Agent (including such Restricted Free Agent's representative if designated on the Offer Sheet), the ROFR Team, and the New Team. If an Offer Sheet fails to list a player's email address, delivery of any Offer Sheet-Related Notice to the player shall be deemed satisfied by email delivery to the Players Association.

(iii) By the February 4 of each Salary Cap Year, each Team shall provide to the WNBA the names and email addresses of two (2) representatives designated by the Team who shall be, for such Salary Cap Year, the only representatives of the Team permitted to give any Offer Sheet-Related Notice on behalf of the Team via the email notification procedures set forth herein, and the required recipients of any Offer Sheet-Related Notice sent to the Team via the email notification procedures set forth herein. The WNBA shall provide to the Players Association (and all Teams) the list of Team representatives (and such representatives' email addresses) by February 9.

(iv) Any Offer Sheet given to a ROFR Team may, notwithstanding anything to the contrary in paragraph 6(b) above, be given by either the Restricted Free Agent (including such Restricted Free Agent's representative) or the New Team.

(n) Any Offer Sheet, First Refusal Exercise Notice, or other writing required or permitted to be given under this Article VI that is sent by email shall be deemed given when sent. For delivery by any other means allowed by this Article VI, the following shall apply: (i) an Offer Sheet shall be deemed given only when received by the ROFR Team; (ii) a First Refusal Exercise Notice shall be deemed given when sent by the ROFR Team; (iii) a Restricted Qualifying Offer and an Amended Restricted Qualifying Offer (i.e., pursuant to Section 5(d) above) shall be deemed given when sent by the ROFR Team; (iv) other writings required or

permitted to be given under Section 5 and Section 6 of this Article VI (e.g., an acceptance of a Restricted Qualifying Offer, a withdrawal of a Restricted Qualifying Offer, notice that a Restricted Qualifying Offer fails to meet one or more criteria for a Restricted Qualifying Offer, etc.) shall be deemed given only when received by the party to whom addressed.

**Section 7. Core Players.**

(a) Each Team shall be permitted to designate no more than one (1) of its Veteran Free Agents as Core Players. Such a designation can apply to any Veteran Free Agent who would otherwise be an Unrestricted Free Agent or a Restricted Free Agent. Any Veteran Free Agent who has previously been designated as a Core Player by a Team and remains under Contract to play for such Team during the upcoming Season pursuant to a Player Contract signed while such player was so designated (but not including Seasons covered by any Extension to such Contract) shall be included in the maximum number of players who may be designated as a Core Player by such Team.

(b) Notwithstanding anything to the contrary herein, no player may be designated as a Core Player during the period when Core Player Designations may be given prior to the 2026 Season if such player has played pursuant to a Contract signed while such player was designated as a Core Player (a “Core Player Contract”) for two (2) or more Seasons. Beginning with the 2027 Season, only a player with six (6) or fewer Years of Service may be designated as a Core Player during the period when Core Player Designations may be given (e.g. a player may not be designated as a Core Player after the Season in respect of which she accrues her seventh Year of Service). Players who have played pursuant to Core Player Contracts prior to the 2026 Season, along with the Seasons included in those Core Player Contracts, are listed on Exhibit 4. Nothing in this Section 7 is intended to limit the maximum allowable term of a Contract between

a Team and a player designated as a Core Player by such Team as provided for in Article V, Section 12.

(c) In order to designate a player as a Core Player, the Team must, from the January 30 following the last Season covered by the player's Player Contract through the immediately following February 3, provide to the player a Core Player Designation Notice substantially in the form of Exhibit 7 annexed hereto. Such Core Player Designation Notice, which shall be personally delivered to the player or her representative, or shall be sent by email or prepaid certified, registered, or overnight mail to the last known address of the player or her representative with a copy to the Players Association and the WNBA, shall be signed by the Team and shall be accompanied by a Core Qualifying Offer. Any Team that designates a Core Player shall be the only Team with which such Core Player can negotiate or sign a Player Contract. Such Core Player Designation shall continue to apply until it terminates pursuant to Section (d) below.

(d) If the Core Player and Team have entered into a Contract, the Core Player Designation will terminate and become available to the Team again upon the earliest of: (i) the expiration of the original term of such Contract (whether or not such Contract has been extended by mutual agreement of the parties); (ii) termination of such Contract; (iii) the assignment of such Contract to another Team; (iv) the retirement of the Core Player; or (v) the suspension of the Core Player pursuant to Article XIV, Section 2. If the Core Player and Team have not entered into a Contract, the Core Player Designation will terminate and become available to the Team again upon the earliest of: (a) the withdrawal by the Team of the Core Qualifying Offer; (b) the renunciation by the Team of the Core Player Designation (as set forth in Section 7(g)

below); (c) the retirement of the Core Player; or (d) November 30 of the Salary Cap Year in which the Core Player Designation was made by the Team.

(e) In order to designate a player as a Core Player, a Team must have Room for the Core Qualifying Offer. A Core Qualifying Offer may be withdrawn by the Team at any time through the following March 1. If the Core Qualifying Offer is not withdrawn by March 1, it must thereafter remain open through the following March 21; provided, however, that the Core Qualifying Offer may be withdrawn by the Team during the period March 2 through March 21 if the player agrees in writing to the withdrawal. If a Core Qualifying Offer is withdrawn, the player shall thereupon immediately become an Unrestricted Free Agent; provided, however, that if (i) prior to the designation of the player as a Core Player and the subsequent withdrawal of the Core Qualifying Offer, the player's Prior Team could have obtained a Right of First Refusal with respect to the player by making her a Restricted Qualifying Offer, (ii) the Prior Team, following the withdrawal of the Core Qualifying Offer, makes a Restricted Qualifying Offer to the player in order to obtain a Right of First Refusal, and (iii) such Restricted Qualifying Offer is made by February 3 of any Salary Cap Year (or if the withdrawal of the Core Qualifying Offer occurs after February 1, within forty-eight (48) hours of such withdrawal), then the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the Team. If a Core Qualifying Offer is neither withdrawn nor accepted and the deadline for accepting it passes, the Team's exclusive negotiating rights shall continue, subject to Section 7(d) above.

(f) A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that would render her physically unable to perform the playing services required under a Player Contract the following Season, may not validly accept a Core Qualifying Offer made under this Section 7 unless the Team

consents in writing after receiving written notice of such physical disability or other condition. If, after receiving written notice of such disability or condition (and, if desired by the Team, a physical examination of the player to confirm such disability or condition), the Team desires to withdraw the Core Player Designation Notice and the accompanying Core Qualifying Offer, it shall do so by giving written notice of such withdrawal to the player, and the player shall thereupon immediately become an Unrestricted Free Agent; provided, however, that if (i) prior to the designation of the player as a Core Player and the subsequent withdrawal of the Core Player Designation Notice and accompanying Core Qualifying Offer the Team could have obtained a Right of First Refusal with respect to such player by making her a Restricted Qualifying Offer, (ii) the Team, following the withdrawal of the Core Player Designation Notice and accompanying Core Qualifying Offer, makes a Restricted Qualifying Offer to the player in order to obtain a Right of First Refusal, and (iii) such Restricted Qualifying Offer is made by February 3 of any Salary Cap Year (or, if the withdrawal of the Core Player Designation Notice and accompanying Core Qualifying Offer occurs after February 1, within forty-eight (48) hours of such withdrawal), then the player shall become a Restricted Free Agent, subject to a Right of First Refusal in favor of the Team.

(g) At any time after the expiration date (i.e., March 21) of a Core Qualifying Offer as provided for in subsection (e) above, a Team may renounce a Core Player Designation, which shall result in its termination as set forth in subsection (d) above. In order to renounce a Core Player Designation, a Team shall provide the WNBA with an express, written statement renouncing the Core Player Designation. The WNBA shall provide the Players Association with a copy of such statement within one (1) business day following its receipt thereof.

(h) On the same day as the giving of a Core Player Designation Notice and a Core Qualifying Offer to a player, the Team shall cause a copy thereof to be given to the WNBA, which shall cause a copy thereof to be promptly given to the Players Association.

(i) Any claim that a Core Player Designation Notice or the accompanying Core Qualifying Offer fails to meet one or more of the criteria for a Core Player Designation Notice or a Core Qualifying Offer shall be made by written notice to the Team no later than ten (10) days after copies of the Core Player Designation Notice and Core Qualifying Offer are given by the Team or the WNBA to the Players Association. Such notice must set forth the specific changes that allegedly must be made to the Core Player Designation Notice or the offered Contract in order for it to constitute a Core Player Designation Notice and a Core Qualifying Offer. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Core Player Designation Notice and a Core Qualifying Offer, the Team may, within five (5) business days, deliver or send to the player an amended Core Player Designation Notice and Core Qualifying Offer incorporating the requested changes. If the Team offers such an amended Core Player Designation Notice and Core Qualifying Offer, the player and the Players Association shall be precluded from asserting that such Core Player Designation Notice and Core Qualifying Offer do not constitute a timely and valid Core Player Designation Notice and Core Qualifying Offer.

(j) A Core Player Designation Notice and Core Qualifying Offer shall be deemed given when sent by the Prior Team. Except as provided in Section 6(n) with respect to First Refusal Exercise Notices and Restricted Qualifying Offers, other writings required or permitted under this Section 7 shall be deemed given only when received by the party to whom addressed.

**Section 8. Reserved Players.**

(a) Any Veteran Free Agent who (i) has three (3) or fewer Years of Service on the first day of any Salary Cap Year, and/or (ii) finished the prior Regular Season under a Player Development Contract, will be a Reserved Player if her Prior Team makes a Reserved Qualifying Offer to the player at any time from the January 30 following such Season through the immediately following February 3. If such Reserved Qualifying Offer is made, then, on the day following the last day of the Moratorium Period following the last Season covered by the player's Player Contract, the player shall become a Reserved Player, subject to the exclusive negotiating rights of her Prior Team. If such a Reserved Qualifying Offer is not made, then the player shall become an Unrestricted Free Agent on the day following the last day of the Moratorium Period.

(b) In order to make a Reserved Qualifying Offer, a Team must have Room for the Reserved Qualifying Offer. A Reserved Qualifying Offer made to a Reserved Player may be withdrawn by the Team at any time through the following March 1. If the Reserved Qualifying Offer is not withdrawn by March 1, it must thereafter remain open until the following March 21; provided, however, that the Reserved Qualifying Offer may be withdrawn by the Team during the period March 2 through March 21 if the player agrees in writing to the withdrawal. If a Reserved Qualifying Offer is withdrawn, the player shall immediately become an Unrestricted Free Agent. A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that would render her physically unable to perform the playing services required under a Player Contract the following Season may not validly accept a Reserved Qualifying Offer made under this Section 8, unless the Prior Team consents after disclosure of such physical disability or other condition (provided that the Team may, at its election, and prior to determining whether to consent, conduct a physical

examination of such player). In the event that the Prior Team does not consent, such player will remain subject to the Prior Team's exclusive negotiating rights. If a Reserved Qualifying Offer is neither withdrawn nor accepted and the deadline for accepting it passes, the Team's exclusive negotiating rights shall continue, subject to Section 8(c) below.

(c) If a Reserved Player does not sign a Player Contract with her Prior Team by the conclusion of the WNBA Season for which the Reserved Qualifying Offer is made, then her Prior Team may reassert its exclusive negotiating rights for the following WNBA season by extending another Reserved Qualifying Offer (on the same terms as the prior Reserved Qualifying Offer) by the next February 3. A Prior Team may continue to reassert its exclusive negotiating rights by following the foregoing procedure in each subsequent year in which the Reserved Player does not sign a Player Contract with her Prior Team before the Season ends.

(d) Any claim that a Contract offered as a Reserved Qualifying Offer fails to meet one or more of the criteria for a Reserved Qualifying Offer shall be made by notice to the Team, in writing, no later than ten (10) days after a copy of the Reserved Qualifying Offer was given by the Team or the WNBA to the Players Association. Such notice must set forth the specific change that allegedly must be made to the offered Contract in order for it to constitute a Reserved Qualifying Offer. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Reserved Qualifying Offer, the Team may, within five (5) business days, offer the player an amended Contract incorporating the requested changes. If the Team offers such an amended Contract, the player and the Players Association shall be precluded from asserting that such Contract does not constitute a timely and valid Reserved Qualifying Offer.

(e) A Reserved Qualifying Offer shall be deemed given when sent by the Prior Team. Other writings required or permitted to be given under this Section 8 shall be deemed given only when received by the party to whom addressed.

**Section 9. Unrestricted Free Agents**

Subject to Section 7 above, any Veteran Free Agent who has five (5) or more Years of Service on the first day of any Salary Cap Year, will be an Unrestricted Free Agent on the day following the last day of the Moratorium Period.

## ARTICLE VII

### **SALARY CAP, GUARANTEE PAYMENTS, AND MINIMUM TEAM SALARY**

#### **Section 1. Amount of Salary Cap, Guarantee Payments and Minimum Team Salary.**

##### **(a) Salary Cap.**

(i) The Salary Cap for the 2026 Salary Cap Year shall be \$7,000,000.

For each subsequent Salary Cap Year during the term of this Agreement, the Salary Cap shall equal (1) the Designated 20% Share of SBR for the applicable Salary Cap Year, minus Salary Cap Benefits for the applicable Salary Cap Year, plus the Upward Adjustment Amount for the immediately preceding Salary Cap Year (if any), minus the Downward Adjustment Amount for the immediately preceding Salary Cap Year (if any), divided by (2) the total number of Teams participating in the WNBA in the Season covered by the applicable Salary Cap Year.

(ii) Notwithstanding anything to the contrary in Section 1(a)(i) above, (1) the Salary Cap for the 2027 Salary Cap Year shall not increase or decrease by more than thirteen percent (13%) from the Salary Cap for the 2026 Salary Cap Year, and (2) the Salary Cap for each Salary Cap Year following the 2027 Salary Cap Year shall not increase or decrease by more than ten percent (10%) of the Salary Cap for the Salary Cap Year immediately preceding such Salary Cap Year.

##### **(b) Guarantee Payments to Players.**

(i) In the event that the Salary Cap for a Salary Cap Year would have increased by more than ten percent (10%) of the Salary Cap for the Salary Cap Year immediately preceding such Salary Cap Year (or, with respect to the Salary Cap for the 2027 Salary Cap Year, by more than thirteen percent (13%) from the Salary Cap for the 2026 Salary Cap Year) but for the operation of Section 1(a)(ii) above, then the "Salary Cap Limit Shortfall" for such Salary Cap Year shall be the additional amount by which the Salary Cap would have increased

but for the operation of Section 1(a)(ii) above (i.e., the amount in excess of a ten percent (10%), or thirteen percent (13%), increase, as applicable) multiplied by the total number of Teams participating in the WNBA in the Season covered by such Salary Cap Year.

(ii) In the event that, as of the conclusion of a Season covered by a Salary Cap Year, (A) Total Salaries for such Salary Cap Year is less than (B) the Salary Cap for such Salary Cap Year multiplied by the total number of Teams participating in the WNBA in such Season, then the “Guarantee Shortfall” for such Salary Cap Year shall equal the amount of the shortfall.

(iii) The WNBA shall be obligated to pay the sum of the Salary Cap Limit Shortfall (if any) for a Salary Cap Year and the Guarantee Shortfall (if any) (collectively, “League Shortfall”) for such Salary Cap Year to all WNBA players who were on a WNBA roster during the Regular Season covered by such Salary Cap Year. The WNBA will provide notice of any League Shortfall amounts no later than fifteen (15) days after the completion of the Season covered by such Salary Cap Year. Any such obligation shall be effectuated and satisfied solely by the WNBA paying the total amount of such obligation to Teams no later than sixty (60) days following the notice date of the League Shortfall and causing the Teams to distribute such amount to such players on such proportional basis as may be reasonably determined by the Players Association, less all amounts required to be withheld by any governmental authority. The Teams shall distribute such amount to the players no later than thirty (30) days after receiving payment from the WNBA. The Players Association shall provide the WNBA with its proposed per-player distribution of any such amount for a Salary Cap Year within thirty (30) days of receipt of the league’s notice of any League Shortfall.

(c) **Minimum Team Salary.**

(i) The Minimum Team Salary for a Salary Cap Year shall equal eighty-five percent (85%) of the Salary Cap for such Salary Cap Year.

(ii) In the event that, as of the conclusion of a Season covered by a Salary Cap Year, a Team's Team Salary is less than the Minimum Team Salary for such Salary Cap Year, the WNBA shall cause such Team to make payments equal to the shortfall (to be disbursed to the players on such Team either in proportion to the players' Base Salaries for that Season or in accordance with such other formula as may be reasonably determined by the Players Association). Notwithstanding the preceding sentence, any Team that ceases operations prior to the conclusion of a WNBA Season shall not be required to meet the Minimum Team Salary obligation.

**Section 2. Determination of Team Salary.**

(a) **Computation.** For the purposes of computing Team Salary under this Agreement, all of the following amounts shall be included:

(i) Subject to the rules set forth in this Article VII, the aggregate Salaries of all current players (and former players to the extent provided by the terms of this Agreement) attributable to a particular Salary Cap Year, including, without limitation:

(1) Salaries payable to players whose Player Contracts have been terminated pursuant to the WNBA's waiver procedure.

(2) Any amount called for in a retired player's Player Contract that is paid or to be paid to the player.

(3) Amounts paid pursuant to awards or judgments for, or settlements of, disputes between a Player and a Team concerning Base Salary obligations under a Player Contract, except to the extent that such amounts were previously included in (and not subsequently excluded from) a player's Salary. If

any amounts paid to a player as described in the preceding sentence relate to one or more future Salary Cap Years, such amounts will be included in the corresponding Salary Cap Year(s). If any such amounts relate to the then-current or any prior Salary Cap Year, then the following shall apply with respect to such amounts: (x) if the amounts relate to a Team's Base Salary obligation for only one (1) Season, they shall be included in Team Salary for the Salary Cap Year during which the Team's obligation to pay such amounts is determined, unless the Team's obligation is determined during the period commencing on the day prior to the first day of the Regular Season and continuing through the December 31 of any Salary Cap Year, in which case such amounts shall be included in Team Salary for the following Salary Cap Year; and (y) if the amounts relate to a Team's Base Salary obligation for more than one (1) Season, they shall be included in Team Salary in equal amounts over the same number of Salary Cap Years, with the first such Salary Cap Year being the Salary Cap Year during which the Team's obligation to pay such amounts is determined, unless the Team's obligation is determined during the period commencing on the day prior to the first day of the Regular Season and continuing through the December 31 of any Salary Cap Year, in which case the following Salary Cap Year shall be the first Salary Cap Year in which such amounts are included in Team Salary.

(4) Salaries anticipated to be included in Team Salary based upon any agreement disclosed to the WNBA pursuant to Article V, Section 15(a)(ii).

(5) Any trade bonus amount earned under the terms of the Contract that is allocated to such Salary Cap Year in accordance with Article VII, Section 7(c).

(ii) With respect to each Veteran Free Agent who is designated as a Core Player, the Salary called for in any outstanding Core Qualifying Offer tendered to such Veteran Free Agent.

(iii) With respect to each Veteran Free Agent who is a Restricted Free Agent, the greater of (A) the Salary called for in any outstanding Restricted Qualifying Offer tendered to such Veteran Free Agent, or (B) the Salary called for in any First Refusal Exercise Notice issued with respect to such Veteran Free Agent.

(iv) The aggregate Salaries called for under all outstanding Offer Sheets.

(v) With respect to each Veteran Free Agent who is a Reserved Player, the Salary called for in any outstanding Reserved Qualifying Offer tendered to such Veteran Free Agent.

(vi) An amount with respect to the number of players fewer than eleven (11) included in a Team's Team Salary, as determined in accordance with Section 2(d) below.

(vii) Value or consideration received by retired players that is determined to be includable in Team Salary in accordance with Article XV, Section 6.

(viii) The aggregate Salaries called for under all outstanding Required Tenders for First Round Picks selected in the Lottery of the WNBA Draft (i.e., with one of the draft picks whose order is determined by the WNBA Draft Lottery).

(b) **Expansion.** The Salary of any player selected by an Expansion Team in an expansion draft and terminated in accordance with the WNBA waiver procedure before the first day of the Expansion Team's first Season shall not be included in the Expansion Team's Team Salary, except, to the extent such Salary is paid, for purposes of determining whether the Expansion Team has satisfied its Minimum Team Salary obligation for such Season under Article VII, Section 1(c).

(c) **Assigned Contracts.** For purposes of calculating Team Salary, with respect to any Player Contract that is assigned, the assignee Team shall, upon assignment, have included in its Team Salary the entire Salary for the then-current Salary Cap Year and for all future Salary Cap Years.

(d) **Incomplete Rosters.**

(i) If at any time from January 1 through the day prior to the first day of the Regular Season a Team has fewer than eleven (11) players included in its Team Salary (as determined in accordance with Section 2(d)(ii) below), then the Team's Team Salary shall be increased by an amount calculated as follows:

STEP 1: Subtract from eleven (11) the number of players included in Team Salary.

STEP 2: If the result in Step 1 is a positive number, multiply the result in Step 1 by the Minimum Annual Salary applicable to a player with one (1) to three (3) Years of Service.

(ii) In determining whether a Team has fewer than eleven (11) players included in its Team Salary for purposes of Section 2(d)(i) above, the only players who shall be counted are (A) players on the Team's roster (including any injured players) who are included in Team Salary, (B) players who have been tendered a Qualifying Offer by the Team that remains

outstanding, and (C) players who have been tendered an Offer Sheet by the Team that remains outstanding.

(e) **Hold-Outs and Other Team/Entity Basketball Injuries.** If in any Season, a player is suspended by a Team for the remainder of the Season pursuant to Article XIV, Section 6 or Section 9 or Article XX, Section 1(c), the player's Salary shall be excluded from the Team Salary of such Team, beginning on the date of such suspension and continuing until the later of (i) the following January 1, or (ii) the date on which the player's suspension ends.

(f) **Long-Term Injuries, Illnesses, or Conditions.** Any player who suffers a career-ending injury, illness, or condition, and whose contract is terminated by the Team in accordance with the WNBA waiver procedure, will be excluded from her Team's Team Salary as follows:

(i) If the injury, illness, or condition occurs on or after January 1, but prior to July 1 of any Season, then, beginning on the second January 1 following the injury, illness, or condition, the Team may apply to the WNBA to have the player's Salary for each remaining Season of the Contract excluded from Team Salary. (For example, if the career-ending injury, illness, or condition occurs on May 1, 2026, the Team may apply to have the player's Salary excluded from Team Salary beginning on January 1, 2027.)

(ii) If the injury, illness, or condition occurs on or after July 1 but prior to the subsequent January 1, then, beginning on the second anniversary of the injury, illness, or condition, the Team may apply to the WNBA to have the player's Salary for each remaining Season of the Contract excluded from Team Salary.

(iii) The determination of whether a player has suffered a career-ending injury, illness, or condition, and the determination of the date on which a player's career-ending injury, illness, or condition occurred, shall be made by a physician selected jointly by the WNBA and the Players Association.

(iv) Notwithstanding subsections (i) through (iii) above or (viii) below, a player's Salary shall not be excluded from Team Salary if, after the date on which a career-ending injury, illness, or condition is alleged to have occurred but before her Salary is excluded from Team Salary, the player played in more than five (5) WNBA games in any one (1) Season or in a total of ten (10) games over two (2) Seasons.

(v) Notwithstanding subsections (i) through (iii) above or (viii) below, if, after a player's Salary is excluded from Team Salary in accordance with this Section 2(f), (i) the player plays in five (5) WNBA games in any one (1) Season, the excluded Salary for that Season and any subsequent Season shall thereupon be included in Team Salary; or (ii) the player plays in ten (10) or more WNBA games over two (2) Seasons but did not play in five (5) games in the first of such two (2) Seasons, the excluded Salary for the second Season shall thereupon be included in Team Salary. If, at the time the player's Salary is required to be included again in Team Salary in accordance with this Section 2(f)(v), the Team does not have Room for some or all of such Salary, the portion of the player's Salary for which the Team has Room shall be immediately included in the Team's Team Salary and the remainder shall be included in the Team's Team Salary beginning on the earlier of (x) the next January 1, or (y) the earliest date after such January 1 when the Team has Room for such remainder amount.

(vi) If a Team requests to have a player's Salary excluded from Team Salary pursuant to this Section 2(f), the player with respect to whom the request is made shall

cooperate in the processing of the request, including by appearing (if necessary) at the scheduled place and time for examination by a designated physician.

(vii) The exclusion from Team Salary authorized by this Section 2(f) is available only to the Team with which the Disabled Player was under Contract at the time her career-ending injury, illness, or condition occurs.

(viii) For purposes of this Section 2(f), the date of occurrence of a career-ending injury, illness, or condition that has developed over time shall be deemed to be the date on which the injury, illness, or condition progressed to the point of becoming career-ending.

(g) **Training Camp Contracts.** From the day following the last day of the Moratorium Period for a Salary Cap Year until the day prior to the first day of the Regular Season in such Salary Cap Year, a Team may enter into Player Contracts that will not be included in Team Salary until the first day of such Regular Season (i.e., the player will be deemed not to have any Salary until the first day of such Regular Season), provided that such Contracts satisfy the requirements of this Section 2(g) (a “Training Camp Contract”). No Training Camp Contract may provide for (i) Salary in excess of the player’s applicable Minimum Player Salary, (ii) Base Salary protection of any kind, or (iii) a term longer than one (1) Season. Notwithstanding the foregoing, any Rookie Scale Contract entered into from the day following the last day of the Moratorium Period of a Salary Cap Year through the day prior to the first day of the Regular Season in such Salary Cap Year that provides for no Base Salary protection of any kind other than conditional Base Salary protection (i.e., a Rookie Scale Contract signed by a player other than a First Round Pick selected in the Lottery of the WNBA Draft) shall be a Training Camp Contract. The only consideration that may be provided to a player signed to a Training Camp Contract, prior to the start of the Regular Season, is per diem, lodging, and

transportation. A Team that has entered into one or more Training Camp Contracts must terminate such Contracts no later than the day prior to the first day of a Regular Season, except to the extent the Team has Room for such Contracts. Notwithstanding anything to the contrary herein, Qualifying Offers and Rookie Tenders that, if signed by the player would become Training Camp Contracts, shall not be included in Team Salary from January 1 of a Salary Cap Year until the day prior to the first day of the Regular Season in such Salary Cap Year.

(h) **Player Development Contracts.** Player Development Salaries shall be excluded from Team Salary. Thus, for example, a Team is not required to have Room or an Exception to sign a player to a Player Development Contract.

(i) Team Salary Summaries.

(i) The WNBA shall provide the Players Association with Team Salary summaries and a list of current Exceptions once every two weeks during the Regular Season and once every week between the conclusion of the Moratorium Period and the commencement of the next Regular Season.

(ii) In the event that the WNBA fails to provide the Players Association with any Team Salary summary or list of Exceptions as provided for in Section 2(i)(i) above, the Players Association shall notify the WNBA of such failure, and the WNBA, upon receipt of such notice, shall as soon as reasonably possible, but in no event later than two business days following receipt of such notice, provide the Players Association with any such summary or list that should have been provided pursuant to Section 2(i)(i) above.

### **Section 3. Operation of Salary Cap.**

(a) **Basic Rule.** A Team's Team Salary may not exceed the Salary Cap at any time unless the Team is using one of the Exceptions set forth in Section 4 below.

(b) **Room.** Subject to the other provisions of this Agreement, including without limitation Article V, Section 8, any Team with Room may enter into a Player Contract that calls for a Salary in the first Season of such Contract that would not exceed the Team's then-current Room.

(c) **Annual Salary Increases and Decreases.**

(i) Except as otherwise provided in this Agreement, for each Season of a Player Contract after the first Season, the player's Base Salary may increase or decrease in relation to the previous Season's Base Salary by no more than five percent (5%) of the Base Salary for the first Season of the Contract.

(ii) With respect to an Extension (including an Extension of a Rookie Scale Contract), and notwithstanding Section 3(c)(i) above and except as provided for in Section 3(c)(iii) below, for each Season of such Player Contract after the first Season of the extended term, the player's Base Salary may increase or decrease in relation to the previous Season's Base Salary by no more than five percent (5%) of the Base Salary for the first Season of the extended term of the Contract.

(iii) Notwithstanding Sections 3(c)(i) and 3(c)(ii) above:

(1) In the event that a Player Contract provides for Base Salary in the first Season of such Contract equal to the Supermax Salary in respect of the Salary Cap Year covering such Season, then the Contract may provide that each subsequent Season of such Contract shall also provide for the applicable Supermax Salary;

(2) In the event that an Extension of a Player Contract provides for Base Salary in the first Season of the extended term of such Contract equal to the Supermax Salary in respect of the Salary Cap Year covering such Season, then the Extension may provide

that each subsequent Season of such Extension shall also provide for the applicable Supermax Salary.

(3) In the event that a Player Contract between a Qualifying Veteran Free Agent and her Prior Team provides for Base Salary in the first Season of such Contract equal to the Standard Maximum Salary in respect of the Salary Cap Year covering such Season, then the Contract may provide that each subsequent Season of such Contract shall also provide for the applicable Standard Maximum Salary; and

(4) In the event that an Extension of a Player Contract provides for Base Salary in the first Season of the extended term of such Contract equal to the Standard Maximum Salary in respect of the Salary Cap Year covering such Season then the Extension may provide that each subsequent Season of such Extension shall also provide for the applicable Standard Maximum Salary.

For clarity, in the event that a Contract or Extension (as applicable) provides for the Supermax Salary or Standard Maximum Salary pursuant to any of subsections 3(c)(iii)(1)-(4) above in the second year of the Contract or the second year of the extended term (as applicable), then the Contract or Extension (as applicable) must also provide for the Supermax Salary or Standard Maximum Salary (as applicable) in each subsequent Season.

(d) **No Futures Contracts.** Notwithstanding any other provision in this Agreement:

(i) Every Player Contract shall be effective and commence as of the date of execution and shall be for a continuous term.

(ii) No Team and player may enter into a Player Contract during the period commencing at the start of the Team's last game of the Regular Season and continuing through the following Moratorium Period. The preceding sentence shall not prohibit a Team and player from entering into an amendment to an existing Player Contract pursuant to Article V, Section 3(e) during such period.

**Section 4. Exceptions to the Salary Cap.**

There shall be the following exceptions to the rule that a Team's Team Salary may not exceed the Salary Cap:

(a) **Hardship.**

(i) If, during a WNBA Regular Season, a Team with one (1) player who is unable to play due to injury, illness, or other condition for a minimum of three additional weeks from the date of the requested Exception (the "First Injured Player") has an additional player (the "Disabled Player") who suffers a Disabling Injury, Illness, or Condition (as defined below), the Team may sign one Replacement Player to a Replacement Contract to replace such Disabled Player.

(ii) For purposes of this Section 4, Disabling Injury, Illness, or Condition means any injury, illness, or condition that has rendered the Disabled Player unable to play for a minimum of two (2) consecutive Regular Season games and will thereafter render the Disabled Player unable to play for a minimum period of three (3) additional weeks (regardless of whether, once the Disabled Player has missed two (2) consecutive Regular Season games, there are fewer than three (3) weeks remaining in the WNBA Season).

(iii) A Hardship Exception will arise on the date it is granted by the League Office and will expire seven (7) days after it arises.

(iv) The determination of whether a player has suffered a Disabling Injury, Illness, or Condition shall be made by a physician designated by the WNBA in consultation with the Players Association (the “Hardship Physician”), and such determination shall be final, conclusive, and unappealable. The WNBA shall advise the Players Association of the determination of the Hardship Physician within one (1) business day of such determination. The cost of the Hardship Physician will be borne by the WNBA Team seeking the Exception.

(v) In no event shall a Team be entitled to an Exception pursuant to this Section 4(a), unless the First Injured Player on the date it applies for the Exception, in the determination of the Hardship Physician, is unable to play for a minimum of three (3) additional weeks from that date. The determination of the Hardship Physician shall be final, conclusive, and unappealable. The cost of the Hardship Physician will be borne by the WNBA Team seeking the Exception.

(vi) If a Team requests an Exception pursuant to this Section 4(a), the player with respect to whom the request is made, and the First Injured Player, shall cooperate in the processing of the request, including by appearing (if necessary) at the scheduled place and time for examination by the Hardship Physician.

(vii) Notwithstanding a determination by the Hardship Physician that a player has suffered a Disabling Injury, Illness, or Condition, such player, upon recovering from her injury, illness, or condition, may begin play. In such event, however, the Team shall immediately terminate the Replacement Contract of the Replacement Player.

(viii) The Hardship Exception is available only to the Team with which the Disabled Player was under Contract at the time her Disabling Injury, Illness, or Condition occurred.

(ix) If a Team makes a request for a Hardship Exception to replace a Disabled Player pursuant to this Section 4(a) and such request is denied, the Team shall not be permitted to make any subsequent request for an Exception to replace the same player unless fifteen (15) days have passed since the first request was denied and the Team establishes that the subsequent request is based on a new injury or an aggravation of the same injury.

(b) **Emergency Hardship.**

(i) If a Team during the Regular Season, as a result of injuries, illnesses, other conditions, or other extenuating circumstances that have affected its players, has fewer than ten (10) players on its roster who are able to play, it may apply to the WNBA to obtain an Exception to sign one (1) or more Replacement Player(s) to Replacement Contract(s) to replace one (1) or more of the Team's unavailable Players. Any such Replacement Contract shall be terminated immediately once ten (10) other players on the Team's roster are again able to play.

(ii) The determination of whether to grant a Team one (1) or more Emergency Hardship Exceptions shall be in the WNBA's sole discretion. The WNBA may attach such conditions to an Emergency Hardship Exception as it may determine, in its sole discretion, provided that such conditions do not violate any provision of this Agreement.

(iii) If a Team requests an Emergency Hardship Exception pursuant to this Section 4(b), all players whom the Team claims are unable to play shall cooperate in the processing of the request (and in such ongoing evaluation of the players' physical condition as the WNBA may require for purposes of determining when a Replacement Contract must be terminated pursuant to Section 4(b)(i) above), including by appearing (if necessary) at the

scheduled place(s) and time(s) for examination(s) by a physician designated by the WNBA. The cost of the physician will be borne by the WNBA Team seeking the Exception.

(c) **Pregnancy/Childbirth.**

(i) If a Team has a player who is unable to play due to pregnancy or childbirth (a “Pregnancy/Childbirth Player”), the Team may use a “Pregnancy/Childbirth Exception” to sign one (1) Replacement Player to a Replacement Contract to replace such Pregnancy/Childbirth Player.

(ii) A Replacement Player signed using a Pregnancy/Childbirth Exception may be signed at any point beginning on the day following the last day of the Moratorium Period and ending immediately prior to the Team’s last Regular Season game. Such Replacement Player must be designated as replacing a specified Pregnancy/Childbirth Player (with such designation made by the start of the Regular Season for a Replacement Player signed prior to the start of the Regular Season or at the time of signing if signed during the Regular Season).

(iii) The Replacement Contract must be terminated upon the Pregnancy/Childbirth Player returning to play.

(iv) If, prior to signing a Replacement Contract pursuant to a Pregnancy/Childbirth Exception, the Replacement Player has never signed a Player Contract, then such Replacement Contract must provide for Base Salary equal to the Replacement Player’s applicable Minimum Player Salary.

(v) If, prior to signing a Replacement Contract pursuant to a Pregnancy/Childbirth Exception, the Replacement Player has previously signed a Player Contract, then such Replacement Contract must provide for Base Salary up to the lesser of

(a) one hundred and thirty percent (130%) of the Base Salary in the final Season of the Replacement Player's most recently signed Contract (prorated, as applicable, for the portion of the Season covered by the Replacement Contract), and (b) the Base Salary of the Pregnancy/Childbirth Player for the Season covered by the Replacement Contract (prorated, as applicable, for the portion of the Season covered by the Replacement Contract), but in no event less than the Replacement Player's applicable Minimum Player Salary.

(d) **Season-Ending Injury.**

(i) If, during the period beginning on the first day of the Season through the date that is four (4) weeks prior to the last day of the Regular Season of such Season, a Team has a player under a Standard Player Contract with a season-ending injury (as defined below) (any such player, an "SEI Player"), it may apply to the WNBA for an "SEI Exception" to sign a Replacement Player to a Replacement Contract to replace the SEI Player.

(ii) For purposes of this Section 4(d), a season-ending injury ("SEI") means an injury or illness that (A) makes it substantially more likely than not that the player would be unable to play for the remainder of the then-current Season (i.e. through the last possible day of the WNBA Finals), and (B) is not an Other Team/Entity Basketball Injury.

(iii) An SEI Exception will arise on the date it is granted by the WNBA and, if not used, shall expire on the earlier of (A) the date that is seven (7) days following the date on which it is granted, and (B) the date that is three (3) weeks prior to the last day of the Regular Season. Subject to Section 4(d)(i) above, in the event an SEI Exception expires, a Team shall be permitted to subsequently re-apply for such SEI Exception.

(iv) The determination of whether a player has suffered an SEI shall be made by a physician designated by the WNBA in consultation with the Players Association (the

“SEI Physician”), and such determination shall be final and unappealable. The WNBA shall advise the Players Association of the determination of the SEI Physician within one (1) business day of such determination. The cost of the SEI Physician will be borne by the Team seeking the Exception.

(v) If a Team applies for an SEI Exception, the SEI Player shall cooperate in the processing of the request, including by appearing (if necessary) at the scheduled place and time for examination by the SEI Physician.

(vi) If a Team uses an SEI Exception in respect of an SEI Player, then (A) such SEI Player shall not be permitted to play in the WNBA for the remainder of the Season in which such Exception was granted, (B) the Team shall not be permitted to trade the Contract of the SEI Player to another Team, and (C) the SEI Player shall not be considered a First Injured Player or a Disabled Player for purposes of the Hardship Exception set forth in Section 4(a) above.

(vii) An SEI Exception shall be available only to the Team with which the SEI Player was under contract at the time the SEI occurred.

(viii) If a Team requests an SEI Exception to replace a player pursuant to this Section 4(d) and the request is denied, the Team shall not be permitted to make a subsequent request for an SEI Exception to replace the same player unless three (3) weeks have passed since the prior request was denied and the Team establishes that the subsequent request is based on a new injury or illness or an aggravation of the prior injury or illness.

(ix) If a Team signs a Replacement Player to a Replacement Contract pursuant to the Hardship Exception set forth in Section 4(a) above, then the Team shall not be permitted to apply for an SEI Exception in respect of either the First Injured Player or the

Disabled Player in respect of whom the Hardship Exception was granted while such Replacement Contract is in force.

**Section 5. Extensions.**

(a) **Veteran Extensions.**

No Player Contract, other than a Rookie Scale Contract, may be extended except in accordance with the following:

(i) A Player Contract covering a term of two (2), three (3), or four (4) Seasons may be extended no sooner than the first anniversary of the signing of the Contract.

(ii) A Player Contract that has been extended may not subsequently be extended until the first anniversary of such Extension.

(iii) Subject to Article V, Section 8, a Player Contract extended in accordance with this Section 5(a) may, in the first Season of the extended term, provide for a Base Salary of up to one hundred thirty percent (130%) of the Base Salary in the last Season of the original term of the Contract; provided that, for an Extension that is permitted to provide for Salary in the extended term of the Contract in accordance with Article V, Section 8(c)(iv):

(1) If one hundred thirty percent (130%) of the Base Salary in the last Season of the original term of the Contract is certain to be greater than or equal to the Supermax Salary in respect of the Salary Cap Year covering the first Season of the extended term of the Contract (taking into account, for clarity, the operation of Section 1(a)(ii) above), then an Extension of such Contract may, in the first Season of the extended term, provide for a Base Salary equal to the Supermax Salary for the Salary Cap Year covering such Season; and

(2) If one hundred thirty percent (130%) of the Base Salary in the last Season of the original term of the Contract is certain to be greater than or equal to the Standard Maximum Salary in respect of the Salary Cap Year covering the first Season of the

extended term of the Contract (taking into account, for clarity, the operation of Section 1(a)(ii) above), then an Extension of such Contract may, in the first Season of the extended term, provide for a Base Salary equal to the Standard Maximum Salary for the Salary Cap Year covering such Season.

(iv) Annual increases or decreases in Salary shall be governed by Section 3(c) above.

(b) **Standard Rookie Scale Extensions.**

(i) A player signed to a Rookie Scale Contract may enter into an Extension of such Rookie Scale Contract during the period that commences on the day following the last day of the Moratorium Period following the third Season covered by the Contract and continues through the immediately following May 1 (provided that the Team exercised the Option Year provided in such Contract).

(ii) An Extension of a Rookie Scale Contract may provide for Base Salary in the first Season of the extended term no greater than the Supermax Salary for such Season. Annual increases and decreases in Base Salary shall be governed by Section 3(c) above. For clarity, the extended term of any Rookie Scale Extension may (but is not required to) include Base Salary protection.

(c) **Exceptional Performance on Initial Contract (“EPIC”) Rookie Scale Extension.**

(i) A player signed to a Rookie Scale Contract who is subsequently named WNBA Most Valuable Player or to an All-WNBA First or Second Team may enter into an Extension of such Rookie Scale Contract (an “EPIC Rookie Scale Extension”) during the period that commences on the day following the last day of the Moratorium Period following

either the second or third Season covered by the Contract and continues through the immediately following May 1.

(ii) An EPIC Rookie Scale Extension of a Rookie Scale Contract shall provide for the exercise of the Option Year of such Rookie Scale Contract, and may provide for a renegotiation of the Base Salary in such Option Year of up to: (A) the Supermax Salary in respect of the Salary Cap Year covering such Option Year if the player was previously named WNBA Most Valuable Player, or (ii) the Standard Maximum Salary in respect of the Salary Cap Year covering such Option Year if the player was previously named to an All-WNBA First or Second Team (and was not previously named WNBA Most Valuable Player); provided that, if a player enters into an EPIC Rookie Scale Extension following the second Season covered by her Rookie Scale Contract and has been named to an All-WNBA First or Second Team, but has not been named WNBA Most Valuable Player, then such Extension may also provide that the Base Salary for such Option Year shall increase up to the Supermax Salary in respect of the Salary Cap Year covering such Option Year in the event that the player is named WNBA Most Valuable Player in the third Season of the Rookie Scale Contract.

(iii) An EPIC Rookie Scale Extension of a Rookie Scale Contract shall provide for Base Salary in the first Season of the extended term of no less than the Base Salary provided for in the last Season of the original term of such Contract (for clarity, after any renegotiation of such Base Salary) and no greater than the Supermax Salary for the Salary Cap Year covering the first Season of such extended term. Annual increases and decreases in Base Salary shall be governed by Section 3(c) above.

(iv) An EPIC Rookie Scale Extension of a Rookie Scale Contract must provide for an extended term covering three (3) Seasons.

**Section 6. Trade Rules.**

(a) A Team shall not be permitted to receive in connection with any trade, directly or indirectly, any cash or other compensation, including cash or other compensation received as reimbursement for Base Salary obligations to players whom the Team is acquiring.

(b) A Team cannot trade any player after the WNBA trade deadline occurring in the last Season of the player's Contract.

(c) No player who signs a Contract as a Free Agent or Draft Rookie may be traded before the later of (i) two (2) weeks following the date on which such Contract was signed or (ii) the fifteenth (15th) day of the Regular Season covered by the Contract, unless such player consents in writing to such trade.

(d) Exclusive negotiating rights to a player (other than draft rights, rights to Reserved Players, and rights to suspended players with no playing services remaining in the Player Contracts) may only be traded with the written consent of the player.

(e) No Player Contract that (i) provides in the first Season for a Base Salary of more than the Standard Maximum Salary in respect of the Salary Cap Year covering such Season or (ii) provides for annual salary increases pursuant to Section 3(c)(iii) above, shall (x) contain an Exhibit 7 or (y) be traded before the later of (1) the thirtieth (30th) day of the first Regular Season covered by such Contract, and (2) thirty (30) days following the date on which the Contract was signed.

(f) A Team shall not trade the Player Contract of a pregnant player without her consent if she has provided the Team and the WNBA with prior written notice of her pregnancy. The WNBA and the Players Association shall identify the appropriate senior-level individuals to whom such notice shall be provided (and, in the absence of agreement on other senior-level individuals, the senior-level individuals shall be (i) the player's choice of the Team's

General Manager, Head Coach, or Team President (provided that the Team President is an individual with Team business responsibility and not just Team basketball operations responsibility), (ii) the Head of WNBA League Operations, and (iii) the WNBPA Executive Director (or the WNBPA Executive Director's designee)).

(g) No player may be traded while under a Player Development Contract.

**Section 7. Miscellaneous.**

(a) In the event that a Team and a player agree to amend a Player Contract in accordance with Article V, Section 3(e), then for purposes of calculating the player's Salary for the then-current and any remaining Salary Cap Year, the aggregate reduction in the player's protected Base Salary shall be allocated pro rata over the then-current and each remaining Salary Cap Year covered by such Contract on the basis of the remaining unearned protected Base Salary (prior to giving effect to such reduction) in each such Salary Cap Year.

(b) Except where this Agreement states otherwise, for purposes of any rule in this Agreement that limits, involves counting, or otherwise relates to, the number of Seasons covered by a Contract, if a Player Contract is signed after the beginning of a Season, the Season in which the Contract is signed shall be counted as one (1) full Season covered by the Contract.

(c) In the event that a player earns a trade bonus pursuant to her Contract, then for purposes of calculating the player's Salary for the then-current and any remaining Salary Cap Year covered by such Contract, the amount of the earned trade bonus shall be allocated pro rata over each remaining Salary Cap Year covered by such Contract (only including the then-current Salary Cap Year if the trade occurs during or before the Season covered by such Salary Cap Year) on the basis of the Base Salary in each such Salary Cap Year.

**ARTICLE VIII**

**ROOKIE SCALE**

(a) The Base Salaries set forth in a Rookie Scale Contract shall be the Rookie Scale Amounts applicable to such Rookie Scale Contract.

(b) The following Rookie Scale Amounts shall be applicable to Rookie Scale Contracts that commence with the 2026 Season:

| <u>Pick</u>              | <u>1st Year<br/>Base Salary</u> | <u>2nd Year<br/>Base Salary</u> | <u>3rd Year<br/>Base Salary</u> | <u>4th Year Option<br/>Base Salary</u> |
|--------------------------|---------------------------------|---------------------------------|---------------------------------|--|
| First Round - Pick 1     | \$500,000                       | \$520,000                       | \$572,000                       | \$646,360                              |
| First Round - Pick 2     | \$466,913                       | \$485,590                       | \$534,149                       | \$603,588                              |
| First Round - Pick 3     | \$436,016                       | \$453,457                       | \$498,803                       | \$563,647                              |
| First Round - Pick 4     | \$407,163                       | \$423,450                       | \$465,795                       | \$526,348                              |
| First Round - Pick 5     | \$380,219                       | \$395,428                       | \$434,971                       | \$491,517                              |
| First Round - Pick 6     | \$355,058                       | \$369,260                       | \$406,186                       | \$458,990                              |
| First Round - Pick 7     | \$331,563                       | \$344,826                       | \$379,309                       | \$428,619                              |
| First Round - Pick 8     | \$309,622                       | \$322,007                       | \$354,208                       | \$400,255                              |
| First Round - Picks 9+   | \$289,133                       | \$300,698                       | \$330,768                       | \$373,768                              |
| Second Round - All Picks | \$270,000                       | \$288,600                       | \$317,460                       | \$358,730                              |
| Third Round - All Picks  | \$270,000                       | \$288,600                       | \$317,460                       | \$358,730                              |
| All Others               | \$270,000                       | \$288,600                       |                                 |  |

(c) The Rookie Scale Amounts applicable to Rookie Scale Contracts commencing with each Season following the 2026 Season shall be: (i) with respect to First Round Picks, the Rookie Scale Amounts applicable to a Rookie Scale Contract commencing with the immediately prior Season increased (or decreased) by the percentage increase (or decrease) in the Salary Cap from the Salary Cap Year covering such prior Season to the immediately following Salary Cap Year; and (ii) with respect to non-First Round Picks, the

Rookie Scale Amounts applicable to a Rookie Scale Contract commencing with the immediately prior Season increased by 4%.

(d) Any Team that fails to make a Required Tender to a Draft Pick, withdraws a Required Tender, renounces a Draft Pick, or fails to sign a Draft Pick selected in a Subsequent Draft within the designated period of exclusive negotiating rights shall be prohibited from signing such player until after she has signed a Player Contract with another WNBA Team, and either (i) the player completes the playing services called for under such Contract, or (ii) such Contract is terminated in accordance with the WNBA waiver procedures.

## **ARTICLE IX**

### **MERIT BONUSES**

**Section 1. Payment of Merit Bonuses.**

During each Season covered by this Agreement, the WNBA and/or the Teams shall pay the merit bonuses set forth in Section 2 below. To be eligible to earn a Team bonus, a player must be under a Standard Player Contract on the Regular Season roster of the applicable Team on the last day of the Regular Season; provided, however, that any player who was under a Standard Player Contract on the Regular Season roster for two-thirds of the Regular Season games for a Team that makes the playoffs, but not on the Regular Season roster on the last day of the Regular Season for any Team, shall receive a five thousand dollar (\$5,000) bonus, provided that such player did not earn a Team bonus for performance in the playoffs for any other Team.

**Section 2. Bonus Schedule.**

(a) For the 2026 Season, the bonus amounts to which players will be entitled for individual and team performances will be as follows:

| <b>Award / Achievement</b>                | <b>Players</b> | <b>Per Player</b>  |
|---|----------------|--------------------|
| WNBA Champion                             | 12             | \$60,000           |
| WNBA Championship Runner-up               | 12             | \$20,000           |
| Eliminated in Second Round                | 24             | \$10,000           |
| Eliminated in First Round                 | 48             | \$5,000            |
| Commissioner's Cup Champion               | 12             | \$30,000           |
| Commissioner's Cup Championship Runner-Up | 12             | \$10,000           |
| <b>Total Team</b>                         |                | <b>\$1,920,000</b> |
| Most Valuable Player                      | 1              | \$60,000           |
| All-WNBA First Team                       | 5              | \$30,000           |
| All-WNBA Second Team                      | 5              | \$15,000           |
| Defensive Player of the Year              | 1              | \$30,000           |
| Rookie of the Year                        | 1              | \$15,000           |
| All-Defensive First Team                  | 5              | \$15,000           |
| All-Defensive Second Team                 | 5              | \$7,000            |
| All-Rookie Team                           | 5              | \$5,000            |
| Sportsmanship Award                       | 1              | \$10,000           |
| Sixth Player of the Year                  | 1              | \$15,000           |
| Most Improved Player                      | 1              | \$15,000           |
| All-Star Game Participant*                | 24             | \$15,000           |
| All-Star Game Most Valuable Player*       | 1              | \$20,000           |
| All-Star Three Point Contest Winner*      | 1              | \$20,000           |
| All-Star Three Point Contest Participant* | 6              | \$10,000           |
| All-Star Skills Competition Winner*       | 1              | \$15,000           |
| All-Star Skills Competition Participant*  | 8              | \$7,500            |
| WNBA Finals MVP                           | 1              | \$30,000           |
| Commissioner's Cup MVP                    | 1              | \$10,000           |
| <b>Total Individual</b>                   |                | <b>\$1,080,000</b> |
| <b>Total (Team and Individual)</b>        |                | <b>\$3,000,000</b> |

\*If held

(b) For each Season beginning with the 2027 Season, each of the foregoing bonus amounts will be calculated by increasing (or decreasing) the applicable amount for the preceding Season at the same rate of increase (or decrease) in the Salary Cap.

## **ARTICLE X**

### **BENEFITS**

#### **Section 1. Health Insurance.**

##### **(a) Medical Coverage.**

During each Season covered by this Agreement, each player who is a party to a Standard Player Contract or a Player Development Contract (and such player's eligible dependents, if applicable) will be provided with medical benefits for the period beginning on the first day of training camp and ending on the day such Contract expires or is terminated; provided that, (x) a player whose Standard Player Contract is terminated prior to the Mid-Point of the Regular Season will continue to receive medical benefits for a period of thirty (30) days following contract termination, at the conclusion of which the player will be provided with a notice of COBRA rights, and (y) a player whose Standard Player Contract is terminated after the Mid-Point of the Regular Season will continue to receive medical benefits until the end of the calendar year, at the conclusion of which the player would be provided with a notice of COBRA rights. The eligibility requirements, circumstances under which benefits may be terminated, and the nature of the benefits will be set forth in summaries that will be distributed by the WNBA to each player signed to a Contract and to the Players Association.

(i) For the 2026 Season, subject to any conditions and limitations contained in the plan, the medical plan provides that players will receive both (A) in-network services with a copayment for certain services, a \$600 annual deductible per covered individual (\$1,800 per family), and coverage at eighty percent (80%) until the covered individual has paid \$3,000 per person (\$9,000 per family) in a calendar year, and one hundred percent (100%) thereafter, with no annual or lifetime maximum benefit; and (B) out-of-network services with a \$2,500 annual deductible per covered individual (\$6,250 per family), coverage for sixty percent

(60%) for most eligible charges (as set forth in the plan) and seventy percent (70%) for certain other eligible charges (as set forth in the plan) until the covered individual has paid \$8,000 per person (\$20,000 per family) in a calendar year, and one-hundred percent (100%) thereafter, with no annual or lifetime maximum benefit. Notwithstanding the foregoing, with respect to Toronto Tempo players, subject to any conditions and limitations contained in the plan, and in lieu of the foregoing medical benefits, the applicable medical plan will provide that players receive the following: (A) while in Canada, coverage at one hundred percent (100%) with no annual or lifetime maximum benefit; (B) while in the United States, in-network services with a copayment for certain services (as set forth in the plan), a \$600 annual deductible per covered individual (\$1,800 per family), and coverage at eighty percent (80%) until the covered individual has paid \$3,000 per person (\$9,000 per family) in the calendar year, and one hundred percent (100%) thereafter, with no annual or lifetime maximum benefit; and (C) while in the United States, out-of-network services with a \$2,500 annual deductible per covered individual (\$6,250 per family) and coverage at sixty percent (60%) until the covered individual has paid \$8,000 per person (\$20,000 per family) in a calendar year, and one hundred percent (100%) thereafter, with no annual or lifetime maximum benefit. A player who elects coverage for her dependents under a medical plan provided by this Section 1(a) will pay thirty-three percent (33%) of the cost of such coverage.

(ii) For each Season hereunder, players will continue to receive the medical benefits described in Section 1(a)(i) above, provided that the premiums (which, for purposes of this Section 1(a)(ii), shall include any excise tax payable by the WNBA) for such benefits do not exceed by more than ten percent (10%) the premiums paid by the WNBA for medical insurance coverage for players with respect to the immediately preceding Season. If the

premiums for the medical insurance coverage exceed the limitation set by this Section 1(a)(ii) in any Season, after consultation with the Players Association, the WNBA either shall make changes in the benefits so that such premium limitation is not exceeded or continue the coverage with the premiums exceeding such limitation.

**(b) Dental Coverage.**

During each Season covered by this Agreement, each player who is a party to a Standard Player Contract or a Player Development Contract (and such player's eligible dependents, if applicable) will be provided with dental benefits for the period beginning on the first day of training camp and ending on the day such Contract expires or is terminated; provided that, (x) a player whose Standard Player Contract is terminated prior to the Mid-Point of the Regular Season will continue to receive dental benefits for a period of thirty (30) days following contract termination, at the conclusion of which the player will be provided with a notice of COBRA rights, and (y) a player whose Standard Player Contract is terminated after the Mid-Point of the Regular Season will continue to receive dental benefits until the end of the calendar year, at the conclusion of which the player would be provided with a notice of COBRA rights. The eligibility requirements, circumstances under which benefits may be terminated, and the nature of the benefits will be set forth in summaries that will be distributed by the WNBA to each player signed to a Contract and to the Players Association.

(i) For the 2026 Season, subject to any conditions and limitations contained in the plan, the dental plan will provide two options, the DHMO plan or the DPPO plan. The DPPO plan will provide the following benefits: in-network and out-of-network services: for preventative services (as defined in the insurance plan), no annual deductible and coverage for one hundred percent (100%); for basic and major services, no annual deductible and

coverage for ninety percent (90%) of basic services (as those services are defined in the insurance plan) and sixty percent (60%) of major services (as those services are defined in the insurance plan), with an annual maximum of \$1,000 per person for in-network services and \$1,600 for out-of-network services; for orthodontia services, no annual deductible and coverage for sixty percent (60%) of services (as those services are defined in the insurance plan), with a lifetime maximum of \$2,000 per person. No lifetime maximum will apply under the DPPO plan except in the case of orthodontia. The DHMO plan will provide the following benefits: no annual deductible and no lifetime maximum and the players will pay a copayment based on the service provided (as defined in the insurance plan). Notwithstanding the foregoing, with respect to Toronto Tempo players, subject to any conditions and limitations contained in the plan, and in lieu of the foregoing dental benefits, the applicable dental plan will provide the following in-network and out-of-network services: for preventative services (as defined in the plan), no annual deductible and coverage for one hundred percent (100%); for basic and major services (each as defined in the plan), coverage for ninety percent (90%) of basic services and sixty percent (60%) of major services, with an annual maximum of \$2,000 per person; and for orthodontia services, coverage for sixty percent (60%) with no deductible, up to a lifetime maximum of \$2,000 per person. No lifetime maximum will apply under the Toronto Tempo players' dental plan except in the case of orthodontia. A player who elects coverage for her dependents under a dental plan provided by this Section 1(b) will pay thirty-three percent (33%) of the cost of such coverage.

(ii) For each Season hereunder, players will continue to receive the dental benefits described in Section 1(b)(i) above provided that the premiums for such benefits do not exceed by more than ten percent (10%) the premiums paid by the WNBA for dental insurance coverage for players with respect to the immediately preceding Season. If the

premiums for the dental insurance coverage exceed the limitation set by this Section 1(b)(ii) in any Season, after consultation with the Players Association, the WNBA either shall make changes in the benefits so that such premium limitation is not exceeded or continue the coverage with the premiums exceeding such limitation.

(c) **Vision Coverage.**

During each Season covered by this Agreement, each player who is a party to a Standard Player Contract or a Player Development Contract (and such player's eligible dependents, if applicable) will be provided with vision benefits for the period beginning on the first day of training camp and ending on the day such Contract expires or is terminated; provided that, (x) a player whose Standard Player Contract is terminated prior to the Mid-Point of the Regular Season will continue to receive vision benefits for a period of thirty (30) days following contract termination, at the conclusion of which the player will be provided with a notice of COBRA rights, and (y) a player whose Standard Player Contract is terminated after the Mid-Point of the Regular Season will continue to receive vision benefits until the end of the calendar year, at the conclusion of which the player would be provided with a notice of COBRA rights. The eligibility requirements, circumstances under which benefits may be terminated, and the nature of the benefits will be set forth in summaries that will be distributed by the WNBA to each player signed to a Contract and to the Players Association.

(i) For the 2026 Season, subject to any conditions and limitations contained in the plan, the vision plan will provide one hundred percent (100%) coverage for one vision examination per person every plan year with an in-network provider or reimbursement of up to \$40 for an exam with an out-of-network provider, and one of: (A) with an in-network provider, a frames allowance of \$200 with twenty percent (20%) discount on any overage and

one hundred percent (100%) coverage for standard lenses per person every plan year, (B) with an out-of-network provider, a reimbursement of up to \$140 for frames and up to \$30 for standard lenses, or (C) a contact lens allowance of \$200 with fifteen percent (15%) discount on any coverage per person every plan year with an in-network provider or a reimbursement of up to \$140 for contact lenses with an out-of-network provider. Notwithstanding the foregoing, with respect to Toronto Tempo players, subject to any conditions and limitations contained in the plan, and in lieu of the foregoing vision benefits, the applicable vision plan will provide one hundred percent (100%) coverage for one vision examination per person every twelve (12) months with a U.S. in-network, U.S. out-of-network, or international provider, and one of: (A) with a United States in-network provider or an international provider, a frames allowance of \$250 and one hundred percent (100%) coverage for standard lenses per person every twelve (12) months, (B) with a United States out-of-network provider, reimbursement of up to \$200 for frames and up to \$30 for standard lenses, or (C) a contact lens allowance of \$250 per person every twelve (12) months with a United States in-network provider or an international provider or a reimbursement of up to \$200 for contact lenses with a United States out-of-network provider. A player who elects coverage for her dependents under a vision plan provided by this Section 1(c) will pay thirty-three percent (33%) of the cost of such coverage.

(ii) For each Season hereunder, players will continue to receive the vision benefits described in Section 1(c)(i) above provided that the premiums for such benefits do not exceed by more than ten percent (10%) the premiums paid by the WNBA for vision insurance coverage for players with respect to the immediately preceding Season. If the premiums for the vision insurance coverage exceed the limitations set by this Section 1(c)(ii) in any Season, after consultation with the Players Association, the WNBA either shall make

changes in the benefits so that such premium limitation is not exceeded or continue the coverage with the premiums exceeding such limitation.

**Section 2. Mental Health Reimbursement Arrangement.**

(a) For the term of the Agreement, beginning in 2027, the WNBA shall provide each player who is a party to a Standard Player Contract or a Player Development Contract with an annual reimbursement benefit of the lesser of (i) two thousand two hundred fifty dollars (\$2,250) and (ii) the Internal Revenue Service (“IRS”) limit (as adjusted for inflation by the IRS) in any given year for a contribution to a Mental Health Excepted Benefit Health Reimbursement Arrangement (“Mental Health HRA”), with such reimbursement benefit to be used only for substantiated IRS-qualified mental health expenses incurred by the player only that are not reimbursable or covered by insurance or any other source. The Mental Health HRA shall require that eligible players submit expenses through their health insurance first, before being submitted to the Mental Health HRA for reimbursement. The Mental Health HRA shall be administered and operated in compliance with IRS, U.S. Department of Labor, and U.S. Department of Health and Human Services rules applicable to such arrangements, as well as any Canadian laws, regulations or rules applicable to such arrangements. The WNBA and/or WNBA Teams shall not be required to pre-fund the Mental Health HRA. No eligible player shall be permitted to carry over any portion of her annual reimbursement benefit that is not utilized in one calendar year to any subsequent year.

**(b) Deductibility of WNBA Payments/Regulatory Changes.**

(i) The Mental Health HRA shall be operated and administered in a manner that will result in all payments by the WNBA being fully deductible under the Internal Revenue Code of 1986, as amended (or the rules and regulations issued thereunder (the “Internal Revenue Code”)) (and, where applicable, Canadian income tax laws) when paid. If the WNBA is

disallowed a deduction (in whole or in part) for such payments, and unless the WNBA determines otherwise, the obligation to provide the Mental Health HRA and to make further payments to provide the Mental Health HRA shall immediately terminate and the provisions of Section 2(b)(iii) below shall apply.

(ii) In the event that any benefit under the Mental Health HRA is no longer permissible or available due to applicable laws (a “Regulatory Change”), the obligation to provide the benefit shall immediately terminate and the provisions of Section 2(b)(iii) below shall apply.

(iii) Any termination of the Mental Health HRA pursuant to Section 2(b)(i) or (ii) above shall not impair the legally binding effect of any other provision of this Agreement, or the legally binding effect (if any) of any other provision of any prior collective bargaining agreement, nor shall it create any right (1) to unilaterally implement, during the term of this Agreement, any terms concerning the provision of the Mental Health HRA, (2) to lockout, or (3) to strike.

### **Section 3. Pregnancy Disability Benefit.**

(a) A player (including Developmental Players) who cannot render the services required under her Standard Player Contract or Player Development Contract as a result of her pregnancy shall receive one hundred percent (100%) of the Base Salary (or, weekly stipend, if a Developmental Player) that she would have received under Exhibit 1 to her Standard Player Contract had she rendered the required services and of any trade bonus set forth in Exhibit 8 to her Standard Player Contract if her Contract is traded while she cannot render the playing services required under her Contract, but shall not be eligible for any Team merit bonuses (as set forth in Article IX) unless she was able to perform services in at least one Regular Season game during the applicable Season. The player shall receive the Base Salary

described in the preceding sentence in accordance with the payment schedule contained in her Standard Player Contract for the shorter of: (i) the duration of her inability to perform services as a result of her pregnancy; or (ii) the remaining term of her Standard Player Contract.

(b) Notwithstanding the provisions of Section 3(a) above, a player whose Standard Player Contract or Player Development Contract is terminated while she is pregnant shall, if the applicable insurance policies allow, continue to receive the medical, dental, and vision benefits provided for by Section 1, or if coverage under the applicable insurance policies cannot be continued and if the player elects continued coverage pursuant to COBRA, the WNBA shall pay the premiums for such coverage for the player, in either case until the latest of (i) the end of the Season in which such Contract was terminated, (ii) three months after the birth of her child or (iii) if the Contract is terminated after the Mid-Point of the Regular Season, until the end of the calendar year.

(c) A player whose Standard Player Contract expires while she is on leave due to pregnancy or childbirth will be offered a contract to attend training camp by the Team that she was last under contract with for the immediately following Season for a minimum of seven (7) days; provided, however, that the player will not be required to sign such contract offer.

**Section 4. 401(k) Program.**

(a) The WNBA shall cause to be maintained for each Season during the term of this Agreement, a multi-employer profit sharing plan (the “Retirement and 401(k) Savings Plan”) qualified under Section 401(a) of the Internal Revenue Code. To the extent permitted by the Internal Revenue Code and applicable law and in accordance with and subject to the terms and conditions of the WNBA Players Retirement and 401(k) Savings Plan as restated effective June 1, 2014, as amended from time to time and as to be modified as set forth herein, during each Season covered by this Agreement, the Retirement and 401(k) Savings Plan will:

(i) permit elective deferrals by each active player (not including Developmental Players) of a portion of her Base Salary not in excess of the legal limit set forth in Section 402(g) of the Internal Revenue Code (“401(k) Deferrals”), provided that, as soon as administratively feasible, (1) a newly eligible player (including a player who is again becoming eligible after a period of ineligibility) shall be automatically enrolled in the Retirement and 401(k) Savings Plan with a deferral rate equal to three percent (3%) of her Base Salary, unless she affirmatively elects to opt out or select a different contribution rate, and (2) on a one-time basis, any existing eligible player who has a zero percent (0%) deferral election under the Retirement and 401(k) Savings Plan or who has already enrolled in the Retirement and 401(k) Savings Plan with a deferral election of one percent (1%) or two percent (2%) of her Base Salary shall have her deferral rate automatically advanced to three percent (3%), unless she affirmatively elects to opt out or select a different contribution rate;

(ii) provide for employer matching contributions equal to one hundred forty percent (140%) of the 401(k) Deferrals contributed to the Retirement and 401(k) Savings Plan by each player during that Season (“Matching Contributions”); and

(iii) provide for employer contributions for each Season on behalf of each eligible player (not including Developmental Players) for such Season (“Regular Contributions”) equal to an amount to be determined as follows:

(1) players with two years of WNBA playing service as of the end of that Season — two percent (2%) of the player’s Base Salary for that Season;

(2) players with three years of WNBA playing service as of the end of that Season — three percent (3%) of the player’s Base Salary for that Season; and

(3) players with four years or more of WNBA playing service as of the end of that Season — four percent (4%) of the player’s Base Salary for that Season.

(b) For purposes of subsection (a) above:

(i) the Base Salary of a player shall be as set forth in Exhibit 1 to her Contract (subject to any applicable limitations described in subsection (c) below);

(ii) a player (not including Developmental Players) shall be credited with a year of WNBA playing service if the player was on the Regular Season roster of any WNBA Team(s) for fifty percent (50%) or more of the total Regular Season games of the applicable Season; and

(iii) a player (not including Developmental Players) shall be an eligible player for a Season if that player is credited with a year of WNBA playing service for that Season.

(c) The 401(k) Deferrals, Matching Contributions and Regular Contributions, as well as the determination of eligible Base Salary for purposes of these contributions, shall be subject to all applicable limitations under the Internal Revenue Code (including, for clarity, limitations on eligible compensation, participant deferrals, and total annual additions).

(d) The total amount of 401(k) Deferrals, Matching Contributions and Regular Contributions shall be limited to an amount that will result in all of such deferrals and contributions being fully deductible under the Internal Revenue Code (and, where applicable, Canadian income tax laws) for the year in which contributed to the Retirement and 401(k) Savings Plan. For clarity, an eligible player’s elective deferrals for any calendar year shall be limited to the extent necessary so that the total amount of 401(k) Deferrals, Matching Contributions and Regular Contributions do not exceed the maximum amount permitted under

Section 415(c) of the Internal Revenue Code. If, as a result of the application of this limit, an eligible player's elective deferrals would otherwise cause the total amount of a player's 401(k) Deferrals, Matching Contributions and Regular Contributions to exceed the applicable limit under Section 415(c), such elective deferrals shall be reduced or otherwise limited in accordance with procedures established by the Retirement and 401(k) Savings Plan administrator.

(e) The terms of the Retirement and 401(k) Savings Plan shall permit participation by Toronto Tempo players on a tax-effective basis under Canadian income tax laws; provided, however, that a Toronto Tempo player shall not be eligible to participate in the Retirement and 401(k) Savings Plan for the period of time during which the player is a Canadian tax resident. An alternative arrangement, which is acceptable to both the WNBA and Players Association, shall be established in lieu of the Retirement and 401(k) Savings Plan for Canadian tax resident players employed by a Canadian WNBA team. If the WNBA and the Players Association should determine that the Retirement and 401(k) Savings Plan cannot continue to be provided to Toronto Tempo Players who are United States tax residents on a tax-effective basis under Canadian income tax laws, the WNBA and Players Association agree to bargain in good faith with respect to an alternative arrangement to be provided by Toronto Tempo to those Toronto Tempo players. The costs of any such alternative arrangement shall be at an annual cost (as determined on an after-tax basis) to the Toronto Tempo substantially equal to but no greater than the annual cost that the Toronto Tempo would have incurred under the Retirement and 401(k) Savings Plan with respect to the total amount of Matching Contributions and Regular Contributions for the Toronto Tempo players. If despite good faith negotiations, the WNBA and the Players Association fail to agree with respect to an alternative arrangement as described above, such failure to agree shall not create any right: (i) to unilaterally implement during the

term of this Agreement any terms concerning the provision of 401(k) benefits to the players; (ii) to lockout; or (iii) to strike.

(f) In the event that the players are not, or cease to be considered, collectively bargained employees under the Internal Revenue Code, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or the regulations under either, with respect to the Retirement and 401(k) Savings Plan, then any obligation to maintain and/or make contributions to the Retirement and 401(k) Savings Plan pursuant to this Agreement shall terminate; provided, however, that any such termination shall not impair the legally binding effect (if any) of any other provision of this Agreement. In the event such termination results from any change or amendment made to the Internal Revenue Code or ERISA or from any regulation (whether final or temporary) or ruling issued thereunder (or from any judicial or administrative interpretation or enforcement of any of the foregoing), an alternative benefit or compensation arrangement, acceptable to both the WNBA and the Players Association, shall be established in lieu of the Retirement and 401(k) Savings Plan. The cost of such alternative benefit or compensation arrangement (excluding initial plan design and implementation costs) shall not exceed the annual cost that the WNBA would have incurred under the Retirement and 401(k) Savings Plan had it continued to be maintained. If despite good faith negotiations, the WNBA and the Players Association fail to agree with respect to an alternative arrangement as described above, such failure to agree shall not create any right: (i) to unilaterally implement during the term of this Agreement any terms concerning the provision of 401(k) benefits to the players; (ii) to lockout; or (iii) to strike.

**Section 5. Life Insurance.**

The WNBA shall continue to maintain in effect a group life insurance policy providing a face policy amount of \$700,000 per player (excluding Developmental Players). In

the event that the policy permits an individual player to increase the face value with respect to such player by paying additional funds directly to the carrier without additional expense to the WNBA, nothing herein shall preclude such increase.

**Section 6. Player Programs.**

The WNBA shall continue to administer Off-Season player programs that may include tuition reimbursement for undergraduate education (with respect to players who did not complete such education prior to joining the WNBA), graduate school or vocational/trade school, a pre-professional certification program, a career apprenticeship program, a substance abuse education program, and/or a program to educate players with regard to individual financial management. Both active players and retired players who as of the end of each Season were on a Team roster within the twenty-four (24) months immediately preceding the last date of that Season and who had four (4) or more Years of Service at the time of retirement are permitted to participate in such Off-Season programs. The WNBA agrees to contribute an aggregate sum of not less than \$250,000 per calendar year toward such programs. Any unused program funds at the conclusion of each calendar year, including the year prior to the start of this Agreement, will not roll over to the next calendar year. The allocation of such sum among the programs, and the type and content of, and participants in, such programs, shall be determined each year in consultation with the Players Association.

**Section 7. Veteran Recognition Payment.**

In recognition of their contributions to the WNBA's growth prior to the start of this Agreement, each (i) player who is retired as of the effective date of this Agreement and has five (5) or more Years of Service and (ii) current (i.e., not retired) player who, prior to the start of this Agreement, has accrued at least five (5) Years of Service (or, in either case, if the player is deceased as of the date of this Agreement, her eligible survivor), will receive, by no later than

December 31, 2026, a one-time veteran recognition payment (the “Veteran Recognition Payment”) in accordance with the following:

| <b>Years of Service Prior to Start of this Agreement</b> | <b>Veteran Recognition Payment</b> |
|--|------------------------------------|
| 5 – 7  | \$30,000                           |
| 8 – 11   | \$50,000                           |
| 12+  | \$100,000                          |

Veteran Recognition Payments shall be taxable to the player and subject to applicable income and employment tax withholding and reporting. Notwithstanding the foregoing, any player who retired prior to the 2026 Season and was awarded WNBA Most Valuable Player at least once during their WNBA career, regardless of their Years of Service at the time of their retirement, shall receive the same Veteran Recognition Payment as a player with twelve (12) or more Years of Service.

**Section 8. Retired Player Health Reimbursement Account Benefit.**

(a) Beginning in 2027, the WNBA shall provide each retired player whose last day on a WNBA roster occurred before the beginning of the 2026 Season or will occur during the term of this Agreement, who: (i) has 4 or more Years of Service, (ii) is not covered under employer-sponsored, federal marketplace health insurance, or provincially sponsored healthcare plans, and (iii) is not employed by any of the WNBA Teams (or a Team Affiliate) in any capacity, a retiree-only health reimbursement arrangement (“Retired Player Health Reimbursement Account benefit”) with an annual reimbursement benefit of up to one thousand two hundred fifty dollars (\$1,250) for substantiated Internal Revenue Service (“IRS”)-qualified healthcare expenses incurred by the retired player related to preventative screenings (e.g., annual routine physical examinations, annual OBGYN examinations, and mammograms). The Retired Player Health Reimbursement Account benefit shall be administered and operated in compliance

with IRS, U.S. Department of Labor, and U.S. Department of Health and Human Services rules applicable to such arrangements, as well as any Canadian laws, regulations or rules applicable to such arrangements. The WNBA and/or WNBA Teams shall not be required to pre-fund the Retired Player Health Reimbursement Account benefit. Expenses eligible to be reimbursed from the Retired Player Health Reimbursement Account benefit shall be limited to those expenses incurred by the eligible retired player only.

(b) Any portion of the annual reimbursement benefit that remains unused at the conclusion of a given calendar year (i.e., the portion of the one thousand two hundred fifty dollars (\$1,250) benefit that has not been used to reimburse eligible healthcare expenses) may be used through March 31 of the following year (the “carryover period”), subject to any reimbursement claims filing deadlines determined by the WNBA. Eligible retired players shall not otherwise be permitted to carry over any portion of their annual reimbursement benefit that is not utilized in one calendar year to any subsequent year. The eligibility requirements in Section 8(a) above remain in place throughout the carryover period such that a player who enrolls in employer-sponsored, federal marketplace, or provincially sponsored healthcare coverage during the carryover period is immediately unable to use any portion of the Retired Player Health Reimbursement Account benefit (i.e., incur healthcare expenses that could be eligible for reimbursement), including any unused portion of the benefit that carried over from the prior calendar year.

(c) The Retired Player Health Reimbursement Account benefit will be continued only for the term of this Agreement; provided, however, that the WNBA and the Players Association reserve the right, by mutual written agreement, to modify, amend, or terminate, in whole or in part, the Retired Player Health Reimbursement Account benefit with

respect to any or all eligible retired players at any time or for any reason, and no eligible retired players (or other WNBA players or retired WNBA players) shall under any circumstances have any vested rights of any nature with respect to the Retired Player Health Reimbursement Account benefit or any retiree health benefit (whether or not the player or retired player has participated in the Retired Player Health Reimbursement Account benefit).

**(d) Deductibility of WNBA Payments/Regulatory Changes.**

(i) The Retired Player Health Reimbursement Account benefit shall be operated and administered in a manner that will result in all payments by the WNBA being fully deductible under the Internal Revenue Code (and, where applicable, Canadian income tax laws) when paid. If the WNBA is disallowed a deduction (in whole or in part) for such payments, and unless the WNBA determines otherwise, the obligation to provide the Retired Player Health Reimbursement Account benefit and to make further payments to provide the Retired Player Health Reimbursement Account benefit shall immediately terminate and the provisions of Section 8(d)(iii) below shall apply.

(ii) In the event that any benefit under the Retired Player Health Reimbursement Account benefit is no longer permissible or available due to applicable laws (a “Regulatory Change”), the obligation to provide the benefit shall immediately terminate and the provisions of Section 8(d)(iii) below shall apply.

(iii) Any termination of the Retired Player Health Reimbursement Account benefit pursuant to Section 8(d)(i) or (ii) above shall not impair the legally binding effect of any other provision of this Agreement, or the legally binding effect (if any) of any other provision of any prior collective bargaining agreement, nor shall it create any right (1) to

unilaterally implement, during the term of this Agreement, any terms concerning the provision of the Retired Player Health Reimbursement Account benefit, (2) to lockout, or (3) to strike.

**Section 9. Childcare.**

(a) Subject to the requirements of Section 129 of the Internal Revenue Code, each Team will reimburse on a tax-preferred basis eligible childcare expenses as-incurred up to a per month limit equal to the Internal Revenue Code annual maximum for such calendar year divided by the number of months during which one or more Regular Season or Post-Season games are played. (For the 2026 Season, Regular Season and playoff games will be played across six (6) months and the Internal Revenue Code annual maximum is \$7,500, resulting in a maximum reimbursement of \$1,250 per month)) per player with one or more dependent children who are under age thirteen (13) and who, during the Season, are living with such player either full-time or for a significant amount of time (e.g., not solely visitation) pursuant to a custody arrangement (court-ordered or otherwise).

(b) Each Team will be: (i) required to allow a dependent child aged 13 or under (or a dependent child of any age if such child has special needs) and (ii) permitted to allow a dependent child aged 14, in either case who lives with a player during the Season, to travel with the player (along with a caregiver provided by the player) to away games on Team-provided transportation and to provide the child and caregiver one hotel room (separate from the player's hotel room) in the Team hotel during such travel. For clarity, a Team will also be permitted to allow a dependent child above the age of 14 (and their caregiver) to travel to away games on Team-provided transportation, but will have no other obligations with respect to the travel of such dependent child (and their caregiver).

**Section 10. Family Planning.**

For each Season hereunder, the Teams shall reimburse any active player with two (2) or more Years of Service or any such player's spouse or domestic partner who is covered by the player's league-provided health insurance up to \$20,000 per calendar year for costs directly related to adoption, surrogacy, oocyte cryopreservation, or fertility or infertility treatment, provided that the foregoing services are not services covered by the health insurance offered pursuant to Section 1 above. Notwithstanding the foregoing, in no event shall the total benefit received by any player together with any player's spouse or domestic partner during a player's WNBA career pursuant to the preceding sentence exceed \$60,000.

**Section 11. Non-Birthing Parent Leave.**

Any Standard Player who is a non-birthing parent to a child that is born during the period beginning two (2) weeks prior to the start of the Season and ending the last date of the Season shall be entitled to two (2) weeks of paid parental leave (which two (2) weeks need not be taken consecutively) during the Season in which the child is born. During their two-week parental leave, the non-birthing parent shall receive one hundred percent (100%) of the Base Salary that they would have received under Exhibit 1 to the Standard Player Contract had they rendered the required services under their Standard Player Contract for that week. A Team may, at its own election, provide a non-birthing parent with more than two (2) weeks of paid parental leave.

**Section 12. Administration of Plans.**

All decisions with respect to the design, implementation, and administration of the plans and programs set forth in this Article X, including the selection of insurance carriers, the investment options to be available under the Retirement and 401(k) Savings Plan, and the third-party administrator(s) and other vendors related to the administration of the Mental Health

HRA described in Section 2 herein and the Retired Player Health Reimbursement Account benefit described in Section 8 herein will be made solely by the WNBA. The WNBA shall consult with the Players Association prior to any substantial changes (e.g., a new carrier), and the Players Association reserves the right to grieve under the procedures set forth in Article XXII any alleged failure by the WNBA to provide the benefits that it has agreed to provide under this Article.

## ARTICLE XI

### PLAYER-RELATED EXPENSES

#### **Section 1. Lodging.**

(a) During the Regular Season and playoffs, Teams will provide players with the following with respect to housing:

(i) For each Season under this Agreement, each Developmental Player under contract with a WNBA Team will be provided with a one-bedroom apartment in the home city of her WNBA Team;

(ii) For each of the 2026, 2027 and 2028 Seasons, all players (who are not Developmental Players) will be provided with a one-bedroom apartment in the home city of their WNBA Team; and

(iii) For each of the 2029 and 2030 Seasons, all players (who are not Developmental Players) whose Base Salary is less than or equal to \$500,000 during the corresponding Season will be provided with a one-bedroom apartment in the home city of their WNBA Team.

(iv) For players who sign either a Rest-of-Season Contract or 7-Day Contract during the Season, the Team will have the option of providing the player with an individual hotel room for up to thirty (30) days prior to providing the player with a one-bedroom apartment pursuant to subsections (ii) and (iii) above.

(v) For any player who is not entitled to Team-provided housing pursuant to this Section 1 and whose contract is assigned from one Team to another at any point during the Season, such player will be provided with an individual hotel room by the assignee Team in the assignee Team's home city for up to thirty-five (35) days following the assignment.

(vi) For each Season under this Agreement, a player whose contract is terminated during the Regular Season and who has no unearned protected Base Salary will be reimbursed by the terminating Team for up to five thousand dollars (\$5,000) for continued lease payments actually incurred by the player under a terminated rental lease agreement in the WNBA Team's home city.

(b) The housing referred to in the foregoing subsections (i)-(iii) shall consist of a two-bedroom unit if it is provided to any player whose children are under age thirteen (13) and who, during the Season, are living with such player either full-time or for a significant amount of time (e.g., not solely visitation) pursuant to a custody arrangement (court-ordered or otherwise). In the event that a player has an infant child living with her either full-time or for a significant amount of time during a Season and requests that a crib be available in housing provided by the Team, the Team shall make such crib available.

(c) Neither the WNBA nor any Team may impose restrictions as to who may visit players in the housing referred to in subsections (a) and (b) above. Notwithstanding the foregoing, nothing herein shall excuse a player from complying with any reasonable training rules promulgated by the WNBA or a Team or with any reasonable occupancy regulations established by the owners or lessors (or their designees) of such housing. Any player who elects to stay in housing provided by the Team may, upon reasonable advance notice and subject to availability, elect to upgrade her unit to a larger unit, provided that such player shall pay to the Team the difference between the cost of the Team-provided housing and the larger unit.

(d) Any player who, on or before the March 15 immediately preceding any Season, has entered into a Player Contract that is then in effect must notify the Team on or before the immediately succeeding April 1 whether she elects Team-provided housing (and, if

she elects team-provided housing, whether such player has a child living with her as described in subsection (b) above). All other players shall notify the Team of their housing election within fourteen (14) days of their execution of a Player Contract (and, if she elects Team-provided housing, whether such player has a child living with her as described in subsection (b) above). On or before the March 15 immediately preceding any Season, the Players Association may notify the WNBA that it wishes to have one or more of its employees conduct an inspection of any Team-provided housing, which inspection must be completed prior to the immediately succeeding April 1 at a reasonable time mutually agreed between the Players Association and the applicable WNBA Team. The parties agree to engage in reasonable discussions with respect to any issues with such Team-provided housing that arise as a result of such inspection.

(e) During training camp, players will be provided, in the sole discretion of the Team, with either Team-provided housing or individual hotel rooms.

(f) Teams will not be permitted to provide housing to any player other than in accordance with the foregoing clauses. However, Teams will be permitted to provide appropriate resources to assist players in finding and securing their own housing (e.g., references to real estate brokers or suggestions regarding apartment or corporate housing complexes).

## **Section 2. Hotel Arrangements.**

(a) When a Team is playing “on the road,” players traveling with the Team will be provided with individual hotel rooms in first class hotel accommodations.

(b) Each Team will be required to use reasonable efforts to make the following arrangements for its players while they are “on the road”:

(i) to have their baggage picked up by porters (upon player request);

and

(ii) to have extra-long beds in each hotel available to players that require them.

**Section 3. Relocation Expenses.**

(a) A player will receive first class travel accommodations (when available) from the city where she permanently resides to the city of her assigned Team for each Season she is under Contract to play in the WNBA.

(b) A player who is assigned from one Team to another during the Season will receive first class travel accommodations (when available) from her prior Team's city to the city of her new Team and will be reimbursed up to six thousand dollars (\$6,000) for the actual and reasonable costs of shipping her personal belongings (including an automobile) from her prior Team's city to the city of her new Team. At the conclusion of such Season, the player will receive first class travel accommodations from the city of her new Team to the city where she permanently resides. No expenses incurred by a player shall be reimbursed pursuant to this Section 3(b) unless they are pre-approved in writing by the Team. The Team to which the player's contract is assigned will be the Team responsible for providing the player with the foregoing relocation expenses, and such Team will notify the player of such responsibility.

(c) A player whose Contract is terminated will receive first class travel accommodations (when available) back to the city where she permanently resides.

(d) Notwithstanding subsections (a), (b), and (c) above, where an assignment or a Contract termination requires travel (from the city where a player permanently resides or a prior Team's city, as the case may be) of less than two hundred (200) miles, no airline ticket will be provided. Instead, the player's actual and reasonable ground travel expenses will be reimbursed provided such expenses are documented to the appropriate Team.

**Section 4. Meal Expense Allowance.**

(a) Players will be provided with a per day meal expense allowance while playing for their Teams “on the road” and during the training camp period (but only if the Team does not pay for meals directly), as follows:

(i) For the 2026 Season, \$125 per day.

(ii) For each subsequent Season of this Agreement: the preceding Season’s meal expense allowance amount adjusted for cost of living by applying to the preceding Season’s meal expense allowance amount the percentage increase (or decrease) in the national Consumer Price Index for All Urban Consumers (CPI-U) from the November 1 through the October 31 immediately preceding such Season, and which shall be rounded off to the nearest whole dollar per day.

(b) For purposes of this Agreement, a player shall be considered to be “on the road” from the time her Team leaves its home city until the Team arrives back at its home city.

(c) When a Team is “on the road” for less than a full day, a partial meal expense shall be paid based upon the time of departure from or time of arrival in the Team’s home city, in accordance with the following:

(i) Departure after 9:00 a.m. or arrival before 7:00 a.m., no meal expense allowance for breakfast.

(ii) Departure after 1:00 p.m. or arrival before 11:30 a.m., no meal expense allowance for lunch.

(iii) Departure after 7:00 p.m. or arrival before 5:30 p.m., no meal expense allowance for dinner.

For purposes of this Section 4(c), the meal expense allowance for breakfast shall be deemed to be eighteen percent (18%) of the applicable daily meal expense allowance

(rounded off to the nearest whole dollar); the meal expense allowance for lunch shall be deemed to be twenty-eight percent (28%) of the applicable daily meal expense allowance (rounded off to the nearest whole dollar); and the meal expense allowance for dinner shall be deemed to be fifty-four percent (54%) of the applicable daily meal expense allowance (rounded off to the nearest whole dollar).

(d) For purposes of this Agreement, the “home city” of a WNBA Team shall be deemed to include only the city in which the facility regularly used by the Team for home games is located and any other location(s) at which home games are played, provided that such other location(s) is not more than seventy-five (75) miles from such city.

(e) The parties hereto shall work together to form a “Nutrition Council,” with appropriate WNBA, WNBPA, Team, player and corporate partner representation, to discuss (i) proper nutrition to optimize athletic performance and (ii) reasonable guidelines (that consider cost and other applicable factors) in connection with any training tables that may be provided by Teams.

#### **Section 5. Air Travel.**

(a) The WNBA will continue its league-wide charter program for Team travel to and from all preseason, Regular Season and playoff games played in the United States or Canada; provided, however, for any preseason, Regular Season, or playoff game played outside the United States or Canada, Team travel may instead occur by commercial flight if all passengers on such flight are affiliated with the WNBA or a Team). Teams are required to reimburse players for the application cost of obtaining Global Entry membership as part of the Trusted Travelers Program of the U.S. Department of Homeland Security.

(b) For travel for League or Team business (other than travel with the Team for preseason, Regular Season, and playoff games played in the United States or Canada), a

player will be provided first class travel accommodations for all domestic trips in excess of one (1) hour and business class accommodations for all international trips (unless, in either case, such travel accommodations are not available, in which case the player will be provided the available premium seating). For clarity, (i) travel required by a player's participation in the Enhanced Marketing Program or for League or Team marketing or promotional appearances will be considered travel for League or Team business, and (ii) a Team will not be permitted to provide a player with chartered air travel for non-game travel other than in extenuating circumstances and with the prior approval of the WNBA.

**Section 6. Game Tickets.**

(a) While under contract, each player will receive four (4) complimentary tickets for each home game and two (2) complimentary tickets for each away game.

(b) Each Team will provide retired players with five (5) or more Years of Service with two (2) complimentary tickets to up to two (2) games per Season, provided that the request for tickets is received by the Team at least four (4) weeks prior to the game, one (1) of the tickets is used by the retired player, and the retired player played at least one (1) Season with the Team during her WNBA career. In the event that all Teams for which a retired player played at least one (1) Season are no longer in existence, the retired player may instead obtain complimentary tickets from the Team geographically closest to her home.

(c) All-Star Game.

(i) If requested by a player not participating in an All-Star Game, such player will receive two (2) complimentary tickets in the lower bowl of the arena to such All-Star Game, provided that the request for tickets is received by the WNBA no later than two (2) weeks prior to the All-Star Game and one (1) of the tickets is used by the player.

(ii) The WNBA will provide retired players with four (4) or more Years of Service the opportunity to purchase up to two (2) tickets at box office prices to the All-Star Game and/or All-Star Game skills competitions, provided that the request to purchase tickets is received by the WNBA no later than six (6) weeks prior to All-Star Game weekend, and one (1) of the tickets is used by the retired player. The WNBA is not required to make more than fifty (50) tickets available for sale to retired players for each of the All-Star Game and any All-Star Game skills competitions.

(iii) If requested by the Players Association in writing by February 1 prior to a Season, the WNBA will provide the Players Association the opportunity to purchase up to twenty (20) tickets at box office prices in the lower bowl of the arena to such All-Star Game and up to twenty (20) tickets at box office prices to such All-Star Game skills competitions. Any such lower bowl tickets will be within the first fifteen (15) rows unless the Players Association requests tickets further from the court.

(d) Draft. If requested by the Players Association in writing by February 1 prior to a Season, the WNBA will provide the Players Association the opportunity to purchase up to ten (10) tickets at box office prices to that Season's Draft.

(e) Commissioner's Cup. If requested by the Players Association in writing by February 1 prior to a Season, the WNBA will provide the Players Association the opportunity to purchase up to twenty (20) tickets at box office prices in the lower bowl of the arena to that Season's Commissioner's Cup Final. Any such lower bowl tickets will be within the first fifteen (15) rows unless the Players Association requests tickets further from the court.

#### **Section 7. Local Transportation.**

(a) Teams will not be permitted to provide players with access to cars and will have no obligations to provide reimbursement to players who have cars in the Team market.

Teams will have the following options with respect to each player (who is not a Developmental Player) who does not have a car in the Team market (all only upon the provision by the player of appropriate receipts): (i) reimburse the player for the cost of shipping a car into (and out of) the Team market up to a maximum per-Season reimbursement of three thousand and five hundred dollars (\$3,500) (prorated as necessary for players who arrive more than two (2) weeks into the Season or who sign rest-of-season contracts); (ii) reimburse the player for the cost of renting a car, leasing a car, and/or the use of taxis or ride shares in the Team market up to a maximum per-Season reimbursement of three thousand and five hundred dollars (\$3,500) (prorated as necessary to reflect the number of days the player is on the active list); or (iii) reimburse players for miles driven (at the per-mile rate contained within IRS guidelines) for players who have access to a car within five hundred (500) miles of the Team market. A player (who is not a Developmental Player) may elect (iii) above in accordance with the preceding sentence even if the car to which the player has access is more than five hundred (500) miles from the Team market; provided, however, that in no event may the mileage reimbursement for such player exceed three thousand and five hundred dollars (\$3,500) (prorated as necessary to reflect the number of days the player is on the active list). In the event that a player (who is not a Developmental Player) requests either (i), (ii) or (iii) above by written notice to her Team at least thirty (30) days prior to the start of training camp, the Team will provide such reimbursement for such Season, provided, however, that if the car to which the player has access is within five hundred (500) miles of the Team market, the player may not elect (i) above without the Team's consent.

(b) Notwithstanding anything to the contrary in subparagraph (a), during training camp, players (who are not Developmental Players) without a car in the Team market

who are receiving reimbursement pursuant to clauses (i), (ii) or (iii) of subparagraph (a) shall be entitled to a maximum reimbursement of two hundred and fifty dollars (\$250). In the event such player makes the Regular Season roster, the player shall be entitled to receive the balance of the reimbursement provided for in subparagraph (a) (i.e., up to \$3,250). In the event that the player does not make the Regular Season roster, the Team shall have no further reimbursement obligation to the player.

(c) Teams will have the following options with respect to each Developmental Player who does not have a car in the Team market (all only upon the provision by the player of appropriate receipts): (i) reimburse the player for the cost of shipping a car into (and out of) the Team market up to a maximum per-Season reimbursement of three thousand and five hundred dollars (\$3,500) (prorated as necessary for the portion of the Season for which the Developmental Player is signed to a Player Development Contract); (ii) reimburse the player for the cost of renting a car for use in the Team market up to a maximum per-Season reimbursement of three thousand and five hundred dollars (\$3,500) (prorated as necessary for the portion of the Season for which the Developmental Player is signed to a Player Development Contract); (iii) reimburse the player for miles driven (at the per-mile rate contained within IRS guidelines) for players who have access to a car within five hundred (500) miles of the Team market to bring a car to the Team market; or (iv) provide the player with a five hundred dollar (\$500) monthly Uber credit. A player may elect (iii) above in accordance with the preceding sentence even if the car to which the player has access is more than five hundred (500) miles from the Team market; provided, however, that in no event may the mileage reimbursement for such player exceed three thousand and five hundred dollars (\$3,500) (prorated as necessary for the portion of the Season for which the Developmental Player is signed to a Player Development Contract). In the event

that a player requests either (i), (ii), (iii) or (iv) above by written notice to her Team at least thirty (30) days prior to the start of training camp, the Team will provide such reimbursement for such Season, provided, however, that if the car to which the player has access is within five hundred (500) miles of the Team market, the player may not elect (i) above without the Team's consent.

(d) Players who enter into rest-of-season contracts after the ninetieth (90<sup>th</sup>) day of the Regular Season and players who sign 7-day contracts shall be entitled to a maximum reimbursement of one hundred dollars (\$100) for local transportation.

(e) Teams may only provide reimbursements pursuant to this Section 7 upon the presentation of valid shipping or rental receipts.

## ARTICLE XII

### SHARED BASKETBALL REVENUE

#### **Section 1. Definitions.**

(a) For purposes of this Article XII and Article VII, Section 1:

(i) “Shared Basketball Revenue” or “SBR” for a Salary Cap Year

means the sum of League Revenue for the immediately preceding Salary Cap Year and Team Revenue for the immediately preceding Salary Cap Year. In no event shall the same revenues be included in SBR, directly or indirectly, more than once, the purpose of this provision being to preclude the double-counting of revenues, whether in the same or in multiple Salary Cap Years.

(ii) “Designated 20% Share of SBR” means:

(1) For the 2027 Salary Cap Year, 30.25% of League Revenue for the 2026 Salary Cap Year, plus 12% of Team Revenue for the 2026 Salary Cap Year;

(2) For the 2028 Salary Cap Year, 30.5% of League Revenue for the 2027 Salary Cap Year plus 12% of Team Revenue for the 2027 Salary Cap Year;

(3) For the 2029 Salary Cap Year, 30.5% of League Revenue for the 2028 Salary Cap Year plus 12.25% of Team Revenue for the 2028 Salary Cap Year;

(4) For the 2030 Salary Cap Year, 30.5% of League Revenue for the 2029 Salary Cap Year plus 12.5% of Team Revenue for the 2029 Salary Cap Year; and

(5) For each of the 2031 and 2032 Salary Cap Years, 30.5% of League Revenue for the Salary Cap Year immediately preceding the applicable Salary Cap Year, plus 13% of Team Revenue for the Salary Cap Year immediately preceding the applicable Salary Cap Year.

(iii) “Audited League Financial Statements” means the WNBA, LLC and Subsidiaries’ financial statements as audited by a reputable independent accounting firm

retained by the WNBA and prepared in accordance with U.S. Generally Accepted Accounting Principles (“GAAP”).

(iv) “League Revenue” for a Salary Cap Year means operating revenue earned by the WNBA from the business of WNBA basketball as set forth in the Audited League Financial Statements for the fiscal year ended during such Salary Cap Year, less any portion of such total revenue amount that is attributable to (a) barter transactions; (b) revenue initially earned by Teams and included in Team Gate Revenue (e.g., the portion of playoff game receipts paid to the WNBA through the playoff gate assessment and other similar revenue items to avoid double counting), or (c) royalties and licensing fees from the licensing of players’ likenesses to third parties pursuant to the Agreement between WNBA Enterprises, LLC and the Players Association dated January 17, 2020 (or any successor agreement). For each Salary Cap Year, League Revenue will include revenues earned by the WNBA from all games played during the Season encompassed by the applicable Salary Cap Year. To the extent a Season extends beyond September 30 (i.e., into the following WNBA fiscal year), League Revenue for the Salary Cap Year encompassing such Season will be calculated as the sum of (1) the operating revenue as set forth in the Audited League Financial Statements for the fiscal year ended during such Salary Cap Year, less (2) the prior Season’s post-season revenue included in the Audited League Financial Statements, plus (3) current Season post-season revenue to be recognized in the next fiscal year’s Audited League Financial Statements, with all such amounts being adjusted to exclude revenue attributable to the items (a)-(c) in the first sentence of this paragraph. For clarity, League Revenue would not include any membership fees, fines, or payments in respect of the grant of Expansion Teams or the transfer or relocation of a Team. In no event will

(x) revenues that are included in Team Revenue also be included in League Revenue, either directly or indirectly, or (y) the same revenues be included in League Revenue more than once.

(v) “Team Revenue” for a Salary Cap Year means the sum of Team Gate Revenue and Adjusted Other Team Revenue for such Salary Cap Year. In no event shall the same revenues be included in Team Revenue more than once.

(vi) “Team Gate Revenue” for a Salary Cap Year means operating revenue earned by any Team from net gate receipts and related ticket sales and/or ticket sales performance bonuses from Regular Season, playoff, and pre-season WNBA games (net of applicable taxes, fees, and surcharges) as set forth in the statement of net gate receipts for all Teams as audited by a reputable independent accounting firm retained by the WNBA and prepared in accordance with the league’s reporting instructions and applicable GAAP principles (the “Audited Statement of Team Gate Revenue”).

(vii) “Adjusted Other Team Revenue” for each Salary Cap Year means the applicable amount set forth below:

| <b>Salary Cap Year</b> | <b>Adjusted Other Team Revenue</b> |
|------------------------|------------------------------------|
| 2026                   | \$215 million                      |
| 2027                   | \$242 million                      |
| 2028                   | \$272 million                      |
| 2029                   | \$306 million                      |
| 2030                   | \$344 million                      |
| 2031                   | \$387 million                      |

For the 2032 Salary Cap Year, Adjusted Other Team Revenue will increase by 8.5% over Adjusted Other Team Revenue for the 2031 Salary Cap Year.

The foregoing amounts correspond to there being fifteen (15) Teams competing in the WNBA in the 2026 and 2027 Seasons, sixteen (16) Teams competing in the WNBA in the

2028 Season, seventeen (17) Teams competing in the WNBA in the 2029 Season, and eighteen (18) Teams competing in the WNBA in the 2030 Season and each future Season. To the extent the actual number of Teams competing in the WNBA in a Season differs from the foregoing, then the amount of Adjusted Other Team Revenue for the Salary Cap Year covering such Season would be adjusted proportionally.

(viii) “Total Salaries” for a Salary Cap Year means the sum of all player Salaries (excluding Player Development Salaries) in respect of such Salary Cap Year plus the amount of any payments made by Teams to players pursuant to Article VII, Section 1(c)(ii) in respect of such Salary Cap Year.

(ix) “Total Benefits” or “Benefits” for a Salary Cap Year means the sum of:

(1) The aggregate amount of individual and team performance bonuses paid to players in respect of such Salary Cap Year (as described in Article IX);

(2) The aggregate amount of team contributions to players’ 401(k) accounts in respect of such Salary Cap Year (as described in Article X, Section 4);

(3) The aggregate cost of medical, dental, vision, and life insurance benefits provided to players (including, where applicable, Developmental Players) in respect of such Salary Cap Year (as described in Article X, Section 1 and Section 5);

(4) The aggregate cost of players’ travel to and from their home market (inclusive of shipping/moving costs) during such Salary Cap Year (as described in Article XI, Section 3);

(5) The aggregate cost of local transportation benefits provided to players in respect of such Salary Cap Year (as described in Article XI, Section 7);

(6) The aggregate appearance fees paid to players in respect of such Salary Cap Year (as described in Article XXIV and Article XXVI);

(7) The aggregate amount of compensation paid to players pursuant to WNBA Marketing and Promotional Agreements in respect of the Marketing Period ending during such Salary Cap Year (as described in Article XXXIV, Section 1) up to two million dollars (\$2 million) or such greater amount agreed upon by the Players Association and WNBA prior to the Salary Cap Year; for clarity, such amount shall not include any amounts paid to players in accordance with Article XII, Section 1(a)(ii) of the Collective Bargaining Agreement entered into by the WNBA and Players Association on January 17, 2020;

(8) The aggregate childcare assistance contributions made to players' accounts in respect of such Salary Cap Year (as described in Article X, Section 9(a));

(9) The aggregate cost of hotel rooms provided to players' children and their caregivers during such Salary Cap Year (as described in Article X, Section 9(b));

(10) The aggregate cost of family planning benefits provided to players (or their spouses or domestic partners) in respect of such Salary Cap Year (as described in Article X, Section 10);

(11) The aggregate cost of lodging provided to players for such Salary Cap Year (as described in Article XI, Section 1);

(12) The aggregate amount contributed by the WNBA to Player Programs for educational and other opportunities in respect of such Salary Cap Year (as described in Article X, Section 6);

(13) For each of the 2027, 2028, 2029, and 2030 Salary Cap Years, twenty-five percent (25%) of the aggregate amount of the Veteran Recognition Payment (as described in Article X, Section 7);

(14) The aggregate cost of the Retired Player Health Reimbursement Account benefit in respect of such Salary Cap Year (as described in Article X, Section 8) plus fifty percent (50%) of the associated professional fees and costs related to the administration of such benefit;

(15) The aggregate cost of the mental health reimbursement benefit in respect of such Salary Cap Year (as described in Article X, Section 2) plus fifty percent (50%) of the associated professional fees and costs related to the administration of such benefit;

(16) The employer portion of payroll taxes paid on behalf of players in respect of such Salary Cap Year;

(17) The aggregate cost of workers' compensation benefits provided to players in accordance with applicable statutes in respect of such Salary Cap Year;

(18) The aggregate Salary in respect of such Salary Cap Year paid to each player with four (4) or more Years of Service who signed a Contract that provides for the Minimum Player Salary in each Season of such Contract, less, for each such player, the Minimum Player Salary for a player with 1-3 Years of Service (as described in Article V, Section 7);

(19) The aggregate Player Development Salaries in respect of such Salary Cap Year (as described in Article V, Section 12(a)); and

(20) Fifty percent (50%) of the compensation paid to the WNBA-WNBPA Medical Director during such Salary Cap Year.

(x) “Salary Cap Benefits” means (a) thirty-one million dollars (\$31 million) for the 2026 Salary Cap Year, and (b) for each Salary Cap Year following the 2026 Salary Cap Year, the projected amount of Total Benefits for such Salary Cap Year, as estimated by the WNBA in good faith; provided that if the estimated amount of any component of Total Benefits for such Salary Cap Year is not reasonably calculable, then, for purposes of computing Salary Cap Benefits, the amount of such component will be projected to be one hundred four and one-half percent (104.5%) of the amount attributable to the same component for the prior Salary Cap Year.

(xi) “Upward Adjustment Amount” for a Salary Cap Year means the amount, if any, by which Salary Cap Benefits for such Salary Cap Year exceeds Total Benefits for such Salary Cap Year. In the event that the Upward Adjustment Amount for the final Salary Cap Year under this Agreement (i.e., the Salary Cap Year preceding the expiration or termination of this Agreement) exceeds the Downward Adjustment Amount for such Salary Cap Year, then the WNBA will be obligated to pay such excess to all WNBA players who were on a WNBA roster during the final Regular Season of this Agreement. Such payment will be effectuated and satisfied solely by the WNBA paying such amount to Teams no later than sixty (60) days following the completion of the annual SBR audit process in respect of the final Salary Cap Year under this Agreement and causing the Teams to distribute such amount on such proportional basis as may be reasonably determined by the Players Association, less all amounts required to be withheld by any governmental authority. The Players Association will provide the WNBA with its proposed per-player distribution of any such amount within thirty (30) days

following the completion of the annual SBR audit process in respect of the final Salary Cap Year under this Agreement. The Teams shall distribute such amount to the players within thirty (30) days of receiving such payment from the WNBA. The WNBA shall confirm to the Players Association that such payments have been made no later than ten (10) days following payment.

“Downward Adjustment Amount” for a Salary Cap Year means:

(1) The amount, if any, by which Total Benefits for such Salary Cap Year exceeds Salary Cap Benefits for such Salary Cap Year; plus

(2) The amount, if any, by which the Salary Cap for such Salary Cap Year was increased pursuant to Article VII, Section 1(a)(ii), multiplied by the number of Teams participating in the WNBA in the Season covered by such Salary Cap Year; plus

(3) The amount, if any, by which (a) Total Salaries for such Salary Cap Year exceeds (b) the Salary Cap for such Salary Cap Year multiplied by the number of Teams participating in the WNBA in the Season covered by such Salary Cap Year.

In the event that the Downward Adjustment Amount for the final Salary Cap Year under this Agreement (i.e., the Salary Cap Year immediately preceding the expiration or termination of this Agreement) exceeds the Upward Adjustment Amount for such Salary Cap Year, then such excess will be due and owing by the players to the Teams and will be recouped in full by the Teams under a successor collective bargaining agreement via an adjustment to the Salary Cap for the first Salary Cap Year under the successor collective bargaining agreement or via such other method as is mutually agreed by the parties. Notwithstanding any other provision of this Agreement, the terms of this paragraph will survive the expiration or termination of this Agreement. For clarity, nothing in this paragraph would impact any right to engage in any

strikes, lockouts, or cessations or other stoppages of work following the expiration or termination of this Agreement.

**Section 2. Accounting Procedures.**

(a) By February 1 following each Salary Cap Year starting with the 2026 Salary Cap Year, the WNBA shall provide the Players Association with the following documents for such Salary Cap Year:

(i) The Audited League Financial Statements; and

(ii) A statement (the “SBR Calculation Statement”) prepared by the WNBA and audited by a reputable independent accounting firm retained by the WNBA (the “Accountants”) setting forth the following:

(1) League Revenue;

(2) The Audited Statement of Team Gate Revenue for all Teams; and

(3) Total Salaries and Total Benefits, which shall include the amount in respect of each benefit set forth in Section 1(a)(ix)(1)-(20) above.

(b) Following the conclusion of each Salary Cap Year, the WNBA will provide the Players Association with financial statements setting forth the operating revenue of WNBA Teams from the business of WNBA basketball for such Salary Cap Year as audited by a reputable independent accounting firm retained by the WNBA in accordance with GAAP (“Audited Team Financial Statements”). In the event that, beginning with the 2027 Salary Cap Year, the aggregate Team operating revenue set forth in the Audited Team Financial Statements for a Salary Cap Year less Team Gate Revenue for such Salary Cap Year (such difference, “Aggregate Other Team Revenue”) is either (i) greater than one hundred twenty-five percent (125%) of Aggregate Other Team Revenue for the immediately preceding Salary Cap Year, or

(ii) less than one hundred percent (100%) of Aggregate Other Team Revenue for the immediately preceding Salary Cap Year, then the WNBA and the Players Association will meet in good faith for the purpose of agreeing to such adjustments or modifications as may be appropriate to Adjusted Other Team Revenue for one (1) or more future Salary Cap Years. For clarity, a lack of agreement will not create any right to unilaterally implement any adjustments or modifications, to lockout, or to strike.

(c) Except insofar as such modifications are necessary to ensure conformity with GAAP, each year the WNBA will obtain the consent of the Players Association before modifying (i.e., in the event any modifications are made to) the reporting instructions furnished to WNBA Teams pertaining to (x) the inclusion or categorization of net gate receipts, or (y) the inclusion or categorization of Other Team Revenue; provided, however, that such consent will not be unreasonably withheld.

**Section 3. Auditing Procedures.**

(a) After the submission of the SBR Calculation Statement for each Salary Cap Year, the Players Association shall have the right to retain its own accountants (the “Players Association’s Accountants”), at its own expense, to conduct an audit of League Revenue, Team Gate Revenue, Total Salaries, and Total Benefits for such Salary Cap Year (the “Players Association Audit”).

(b) The Players Association may exercise the right set forth in Section 3(a) above by providing written notice to the WNBA General Counsel within fifteen (15) days of receipt by the Players Association of the SBR Calculation Statement. If the Players Association does not provide timely written notice to the WNBA within such fifteen (15)-day period, then League Revenue, Team Gate Revenue, Total Salaries, and Total Benefits for the applicable Salary Cap Year shall be the corresponding amounts set forth in the SBR Calculation Statement.

(c) In conducting the Players Association Audit, the Players Association's Accountants will have access to the WNBA Accountants' workpapers relevant to League revenue, player benefit expense, and Team net gate receipts.

(d) The Players Association Audit will consist of the following:

(i) An audit of the books and records of WNBA, LLC and Subsidiaries (which, for clarity, will include the general ledger, trial balance, and supporting documentation), provided, however, that such audit shall be limited to League revenue and Benefits; and

(ii) An audit of the books and records of up to fifty percent (50%) of the WNBA Teams that played in the WNBA during the applicable Salary Cap Year (rounded up to the nearest Team for any year with an odd number of Teams), with such Teams selected by the Players Association without objection or refusal from the WNBA or any WNBA Team, provided, however, that such audit shall be limited to books and records of the Team reflecting (A) net gate receipts received from Regular Season, playoff, and pre-season WNBA games, (B) player Salaries, and (C) Benefits.

(e) If the Players Association elects to perform a Players Association Audit:

(i) The Players Association will be permitted to propose an upward adjustment to League Revenue as set forth in the SBR Calculation Statement if and to the extent that the Players Association Audit reveals that the Audited League Financial Statements omit amounts that were paid or payable to the WNBA in respect of the business of WNBA basketball that were required to have been included in the operating revenue of the WNBA under GAAP.

(ii) The Players Association will be permitted to propose an upward adjustment to Team Gate Revenue for a WNBA Team if and to the extent that the Players

Association Audit reveals that the Audited Statement of Team Gate Revenue omits amounts that were paid or payable to the Team in respect of net gate receipts from Regular Season, playoff, and pre-season WNBA games that were required to be included in the Team's statement of net gate receipts in accordance with GAAP and the league's reporting instructions.

(iii) All audits shall be completed within ninety (90) days of the notice provided pursuant to Article XII, Section 3(b) above (unless the parties agree to extend that timeline). Team audits shall be conducted during normal business hours over a maximum of two (2) consecutive business days, and league audits shall be conducted during normal business hours over a maximum of five (5) consecutive business days.

(iv) Any proposed adjustments must be communicated in writing within thirty (30) days of completing the final audit. The parties will endeavor to resolve all proposed adjustments within thirty (30) days.

(f) League Revenue and Team Gate Revenue shall not include, and therefore the Players Association shall not propose any adjustment to include, via allocation or otherwise, any amounts paid or payable to a related party of the WNBA (including, for example, the NBA) or a WNBA Team (including, for example, an affiliated NBA team).

(g) The WNBA shall be permitted to propose audit adjustments to Team Gate Revenue with respect to any Team audited by the Players Association. The timing and scope of any such audit and proposed adjustments will be equivalent to the Players Association Audit.

(h) In the event the parties do not agree on all proposed adjustments, either party shall be permitted to commence a proceeding pursuant to the dispute resolution procedures set forth in Article XXIII of the CBA.

(i) Any upward proposed adjustments that are agreed by the parties or resolved in accordance with a proceeding pursuant to the preceding paragraph will be added to League Revenue or Team Gate Revenue (as applicable) for the Salary Cap Year during which the adjustments are agreed to or resolved.

**Section 4. General Provisions**

(a) Each Salary Cap Year, the Players Association shall sign, and cause its representatives to sign, a confidentiality agreement in a form reasonably prescribed by the WNBA.

(b) The parties shall execute such documents as are required by the Accountants in connection with their services related to the CBA's accounting procedures.

(c) If, due to the timing of the completion of the Audited Statement of Team Gate Revenue, any amounts included in Team Gate Revenue, and therefore the calculation of the Designated 20% Share of SBR, for a Salary Cap Year represent estimates of net gate receipts, in preparing the SBR Calculation Statement for the immediately succeeding Salary Cap Year, the Accountants will determine the final amount for the applicable estimated net gate receipts for the prior Salary Cap Year and include as a credit or debit to Team Gate Revenue in such subsequent SBR Calculation Statement the amount of the aggregate difference, if any, between the estimated and final amounts.

(d) If, due to the timing of the completion of the SBR Calculation Statement, any amounts included in Total Benefits for a Salary Cap Year represent estimates of benefit amounts, in preparing the SBR Calculation Statement for the immediately succeeding Salary Cap Year, the Accountants will determine the final amount for the applicable estimated benefit amount for the prior Salary Cap Year and include as a credit or debit to Total Benefits in such

subsequent SBR Calculation Statement the amount of the aggregate difference, if any, between the estimated and final amounts.

## ARTICLE XIII

### PLAYER ELIGIBILITY AND WNBA DRAFT

#### **Section 1. Player Eligibility.**

- (a) Only players who are women are eligible to play in the WNBA.
- (b) A player is eligible to be selected in the WNBA Draft if she: (i) will be at least twenty-two (22) years old during the calendar year in which such Draft is held and she either has no remaining intercollegiate eligibility or renounces her remaining intercollegiate eligibility by written notice to the WNBA at least ten (10) days prior to such Draft; (ii) has graduated from a four-year college or university prior to such Draft, or “is to graduate” from such college or university within the three (3)-month period following such Draft and she either has no remaining intercollegiate eligibility or renounces her remaining intercollegiate eligibility by written notice to the WNBA at least ten (10) days prior to such Draft or (iii) attended a four-year college or university, her original class in such college or university has already been graduated or “is to graduate” within the three (3)-month period following such Draft, and she either has no remaining intercollegiate eligibility or renounces her remaining intercollegiate eligibility by written notice to the WNBA at least ten (10) days prior to such Draft. For purposes of subsection (b)(ii) above, “is to graduate” shall mean that such player would graduate from the college or university she is currently enrolled in if she were to successfully complete the coursework she is enrolled in at the time of such Draft and such course load is commensurate with the previous course loads she has successfully completed. For purposes of subsection (b)(iii) above, “is to graduate” shall mean that the majority of the students in such class would graduate from such college or university upon successful completion of the coursework the members of such class are enrolled in at the time of such Draft. For purposes of this subsection (b), a player who exercises intercollegiate eligibility and subsequently

participates in professional basketball in a league other than the WNBA (for clarity, a player's participation with their country's national team shall not be considered "professional basketball" for the purposes of this subsection (b)) shall be eligible to be selected in the next WNBA Draft if she will be at least twenty-two (22) years old during the calendar year in which such next Draft is held or, if she will not turn twenty-two (22) years old in such year, the first WNBA Draft held in the calendar year during which she will turn twenty-two (22) years old. A player who: (i) is competing in a NCAA season (including any NCAA Tournament) during the period that begins ten (10) days prior to a Draft; (ii) has remaining intercollegiate eligibility beyond the season in which she is currently competing; and (iii) is otherwise eligible for selection in such Draft, may make herself eligible for such Draft by renouncing her remaining intercollegiate eligibility within the period beginning at the conclusion of her final NCAA game in the season in which she is currently competing and ending forty-eight hours thereafter (but in no event later than three (3) hours prior to the Draft).

(c) Notwithstanding Section 1(b) above, an international player is eligible to be selected in the WNBA Draft if she will be at least 20 years old during the calendar year in which such Draft is held.

(d) For purposes of this Section 1, an "international player" means any person born and residing outside the United States who participates in the game of basketball as an amateur or a professional. An international player who exercises intercollegiate basketball eligibility in the United States shall be subject to the eligibility rules set forth in Section 1(b) above. The forgoing sentence shall apply even if such international player was eligible for a WNBA Draft pursuant to Section 1(d) above and was not selected in such Draft or subsequently signed to a Contract to play in the WNBA (a "late matriculating international player").

(e) No player may sign a Contract or play in the WNBA unless she has been eligible for selection in at least one (1) WNBA Draft.

(f) No player shall be eligible for selection in more than two (2) WNBA Drafts, except that a late matriculating international player may be eligible for three (3) WNBA Drafts.

**Section 2. Indemnity.**

The WNBA agrees to indemnify and hold harmless the Players Association and each of its respective past, present and future affiliates, agents, employees, successors, designees, assigns, officers, directors, trustees, attorneys, members, heirs, executors, administrators, and representatives, from any and all claims arising from or relating to the player eligibility requirements set forth in Section 1(b), 1(c) or 1(d) above, including, without limitation, any judgments, costs and settlements, provided that the WNBA is immediately notified of any such claim in writing (and, in no event later than five (5) days from the Players Association's receipt thereof), is given the opportunity to assume the defense thereof, and the Players Association uses its best efforts to defend such claim, and does not admit liability with respect to and does not settle such claim without prior written consent of the WNBA.

**Section 3. Term and Timing of WNBA Draft Provisions.**

A WNBA Draft will be held prior to the commencement of each WNBA Season covered by the term of this Agreement. Each such Draft will be held prior to the May 15 preceding the commencement of the WNBA Season on a date to be designated by the Commissioner.

**Section 4. Number of Choices.**

The WNBA Draft shall consist of three (3) rounds, with each round consisting of the same number of selections as there will be Teams in the WNBA the following Season;

provided, however, that the WNBA, within its discretion, may add one additional selection to each round of any Draft immediately prior to an Expansion Team's first Season of operation (or more than one selection if multiple Expansion Teams are beginning operations in the same Season, it being understood that the number of additional selections in each round of any Draft will not exceed the number of Expansion Teams to begin operations in the immediately succeeding Season) to be exercised (or assigned) by such Expansion Team(s).

**Section 5. Negotiating Rights to Draft Rookies.**

(a) A Team that drafts a player, during the period from the date of such WNBA Draft (hereinafter the "Initial Draft") to the date of the next Draft (hereinafter the "Subsequent Draft"), shall be the only Team with which such player may negotiate or sign a Player Contract, provided that, within seven (7) days following the Initial Draft, such Team has made a Required Tender to such player. If a Team has made a Required Tender to such player and the player has not signed a Player Contract within the period between the Initial Draft and the Subsequent Draft, the Team that drafts the player shall lose its exclusive right to negotiate with the player and the player will then be eligible for selection in the Subsequent Draft.

(b) A Team that, in the Subsequent Draft, drafts a player who (i) was drafted in the Initial Draft, (ii) received a Required Tender from the Team that drafted her in the Initial Draft, and (iii) did not sign a Player Contract with such first Team prior to the Subsequent Draft, shall be, during the period from the date of the Subsequent Draft to the date of the next WNBA Draft, the only Team with which such player may negotiate or sign a Player Contract, provided such Team has made a Required Tender. If such player has not signed a Player Contract within the period between the Subsequent Draft and the next WNBA Draft with the Team that drafted her in the Subsequent Draft, that Team shall lose its exclusive right, which it obtained in the

Subsequent Draft, to negotiate with the player, and the player will become a Rookie Free Agent as of the date of the next WNBA Draft.

(c) If a player is drafted in an Initial Draft and (i) receives a Required Tender, (ii) does not sign a Player Contract with a Team prior to the Subsequent Draft, and (iii) is not drafted by any Team in such Subsequent Draft, the player will become a Rookie Free Agent immediately upon the conclusion of the Subsequent Draft.

(d) If a player is drafted by a Team in either an Initial or Subsequent Draft and that Team does not make a Required Tender to such player, the player will become a Rookie Free Agent on the eighth (8th) day following such Draft.

(e) A Team may at any time withdraw a Required Tender that it has made to a player, provided that the player agrees in writing to the withdrawal. In the event that a Required Tender is withdrawn, the player shall thereupon become a Rookie Free Agent.

(f) A Team that holds the exclusive rights to negotiate with and sign a drafted player may at any time renounce such exclusive rights, except that, if the Team has made a Required Tender to the player, a renunciation shall not be permitted during the time the player has been given to accept the Required Tender. In order to renounce its exclusive rights with respect to a drafted player, a Team shall provide the WNBA with an express, written statement renouncing such exclusive rights. The WNBA shall provide a copy of such statement to the Players Association within three (3) business days following its receipt thereof.

**Section 6. Effect of Contracts with Other Professional Teams or Leagues.**

If a player is drafted by a Team in either an Initial or Subsequent Draft and, during a period in which she may negotiate and sign a Player Contract with only the Team that drafted her, either (i) is a party to a previously existing player contract with a professional

basketball team or league not in the WNBA, or (ii) signs such a player contract, then the following rules will apply:

(a) Subject to subsection (b) below, the Team that drafts the player shall retain the exclusive WNBA rights to negotiate with and sign her for the period ending one year from the date the player notifies such Team that she is immediately available to sign a Player Contract with such Team that covers the then-current or (if the notice is provided between Seasons) the immediately-succeeding Season, provided that such notice will not be effective until the player is under no contractual or other legal impediment to sign and play with such Team during such Season.

(b) If, by the day following the last day of the Moratorium Period of any year, the player notifies the Team that has drafted her that by April 1 of such year she will be under no contractual or other legal impediment to sign and play with such Team, and provided that on such April 1 the player is in fact under no such contractual or other legal impediment, then, in order to retain the exclusive WNBA rights to negotiate with and sign the player as provided in subsection (a), such Team must make a Required Tender to the player by April 5 of such year.

(c) If the player gives the required notice by the day following the last day of the Moratorium Period of any year, and the Team that drafted her fails to make a Required Tender by April 5 of such year, the player shall thereupon become a Rookie Free Agent.

(d) If, during the one-year period of exclusive WNBA negotiating rights set forth in subsection (a) above, the player signs another, or remains subject to a, player contract with a professional basketball team or league not in the WNBA and (i) the player has not made a bona fide effort to negotiate a Player Contract with the Team possessing her exclusive WNBA rights or (ii) such bona fide effort is made and such Team makes a Required Tender to such

player in accordance with subsection (b) above, then such Team shall retain the exclusive WNBA rights to negotiate with and sign the player for additional one-year periods as measured in and in accordance with subsection (a).

(e) If, during the one-year period of exclusive WNBA negotiating rights set forth in subsection (a) above, the player signs another player contract with a professional basketball team or league not in the WNBA and (i) the player has made a bona fide effort to negotiate a Player Contract with the Team possessing her exclusive WNBA rights, and (ii) such Team fails to make a Required Tender to such player in accordance with subsection (b) above, then the player shall thereupon become a Rookie Free Agent.

(f) If, during the one-year period of exclusive WNBA negotiating rights set forth in subsection (a) above, the Team makes or has made a Required Tender to the player and the player does not sign a player contract with any professional basketball team or league, then (i) in the case of a player who was previously drafted in an Initial Draft, the next WNBA Draft following such one-year period shall be deemed the Subsequent Draft as to such player, and the rules applicable to a player who is subject to a Subsequent Draft will apply, or (ii) in the case of a player who was previously drafted in a Subsequent Draft, such player shall become a Rookie Free Agent at the end of such one-year period.

(g) Notice under this Section 6 shall be provided in writing by personal delivery or prepaid certified, registered, or overnight mail sent to the Team's principal address or principal office (as then listed in the WNBA's records), to the attention of the Team's general manager. For purposes of this Section 6, a "professional basketball team or league" shall mean any team or league in any country that pays money or compensation of any kind (in excess of a stipend for living expenses) to a basketball player for rendering services for such team or league.

**Section 7. Application to Players Who Renounce Intercollegiate Eligibility Prior to Being Drafted or Regain or Exercise Intercollegiate Eligibility after Being Drafted.**

If a person (i) becomes eligible for the WNBA Draft by renouncing her intercollegiate eligibility pursuant to Section 1(b) above, (ii) regains intercollegiate eligibility after her eligibility had expired or had been terminated, and such person is selected in the WNBA Draft after renouncing her eligibility or prior to regaining her eligibility, or (iii) exercises intercollegiate eligibility after being selected in the WNBA Draft, the following rules apply:

(a) If the player does not thereafter play intercollegiate basketball, then the applicable rules shall be those set forth in Section 5 and Section 6 above.

(b) If the player does thereafter play intercollegiate basketball, then the Team that drafted her shall retain the exclusive WNBA rights to negotiate with and sign the player for the period ending one year from the date of the Draft following the date on which such player finally exhausts or loses her intercollegiate eligibility, provided that such Team makes a Required Tender to the player within seven (7) days of such Draft. For purposes hereof, the Draft following the date on which the player finally exhausts or loses her intercollegiate eligibility will be deemed the Initial Draft as to that player and, at that point, the applicable rules with respect to such player shall be those set forth in Section 5 and Section 6 above.

**Section 8. Assignment of Draft Rights.**

In the event that the exclusive right to negotiate with a player obtained in any WNBA Draft is assigned by a Team to another Team, in accordance with WNBA procedures, the Team to which such right has been assigned shall have the same, but no greater, right to negotiate with and sign such player as possessed by the Team assigning such right, and such player shall have the same, but no greater, obligation to the Team to which such right has been assigned as she had to the Team assigning such right.

**Section 9. General.**

(a) Nothing contained herein shall prevent the WNBA, in accordance with the applicable provisions of WNBA League Rules, from prohibiting or otherwise responding to violations by Teams of the exclusive WNBA rights obtained in any WNBA Draft, as set forth or referred to in this Article. Other than as specifically agreed to herein, nothing contained in this Agreement shall be deemed to be an agreement by the Players Association to any provision of the WNBA League Rules.

(b) Any claim by a player that a Contract offered as a Required Tender pursuant to this Article XIII fails to meet one or more of the criteria for a Required Tender shall be made by written notice to the Team (with copies sent to the WNBA and the Players Association), no later than ten (10) days after the receipt of such Contract by the Players Association. Such notice must set forth the specific changes that the player asserts must be made to the offered Contract in order for it to constitute a Required Tender. Upon receipt of such notice, if the requested changes are necessary to satisfy the requirements of a Required Tender, the Team may within five (5) business days offer the player an amended Contract incorporating the requested changes. If the Team offers such an amended Contract, the player shall be precluded from asserting that such Contract does not constitute a timely and valid Required Tender.

(c) A player who knows or reasonably should have known that she has a physical disability or other condition (including pregnancy) that reasonably would be expected to render her physically unable to perform the playing services required under a Player Contract the following season may not validly accept a Required Tender made under this Article XIII, unless the Team consents after disclosure of such physical disability or other condition. If, after receiving written notice of such disability or other condition (and, at the election of the Team, a

physical examination of the player to confirm such disability or other condition), the Team desires to withdraw the Required Tender, such player will remain subject to the Team's exclusive negotiating rights.

(d) A person who has renounced her intercollegiate eligibility and expressed her desire to become eligible to be selected in the next WNBA Draft pursuant to Section 1(b) above shall be entitled to withdraw from such Draft by providing written notice that is received by the WNBA five (5) days prior to such Draft.

## ARTICLE XIV

### **PLAYER CONDUCT AND DISCIPLINE**

#### **Section 1. Player Obligations.**

Players shall at all times conform their conduct to standards of good citizenship, good moral character, and good sportsmanship and shall not do anything detrimental or prejudicial to the best interests of the WNBA, their Teams, or the sport of basketball. 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 Standard Player Contracts or any WNBA Marketing and Promotional Agreements; to comply at all times with all applicable federal, state, and local laws; to be neatly attired and present a professional appearance when in public (including all player appearances, travel days, and travel to and from the arena); and to follow all reasonable rules and regulations of the WNBA and their Teams promulgated in accordance with this Agreement. For avoidance of doubt, any player who publicly expresses a desire to be traded to another Team shall be in violation of this Section 1.

#### **Section 2. Player Discipline.**

(a) In addition to any other rights it has under this Agreement and the Standard Player Contract, the WNBA and/or a Team may impose reasonable discipline on a player for any act or omission that fails to conform to the requirements set forth in Section 1 above. Such discipline may include reasonable fines and/or suspensions.

(b) The WNBA and the Team shall not discipline a player for the same act or conduct. The WNBA's disciplinary action will preclude or supersede disciplinary action by any Team for the same act or conduct, except the same act or conduct by a player may result in both a termination of the player's Standard Player Contract by her Team and the suspension of the

player by the WNBA if the egregious nature of the act or conduct is so lacking in justification as to warrant such double penalty.

**Section 3. Fine and Suspension Payments.**

All fines shall be deducted from a player's paycheck for the pay period immediately following the imposition of such fines or as promptly thereafter as is reasonably possible. When a player is suspended: (i) for a predetermined number of games or for any period of time during the playoffs, her full Base Salary for the Season in which such suspension occurs shall be reduced by an amount equal to her full Base Salary multiplied by a fraction, the numerator of which shall be the number of pre-season, Regular Season, and/or playoff games missed as a consequence of the suspension, and the denominator of which shall be the number of pre-season and Regular Season games in such Season; (ii) for a duration of days or an indeterminate duration not including any period of time during the playoffs, her full Base Salary for the Season in which such suspension occurs shall be reduced by an amount equal to her 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 time the player is fined or suspended, the amount remaining to be earned under her Standard Player Contract is not sufficient to cover such fine or suspension amount, the player shall promptly pay such amount directly to the WNBA.

**Section 4. Charitable Contributions.**

(a) In the event that (i) a fine or suspension is imposed on a player, (ii) such fine or suspension related Compensation amount is collected by the League, and (iii) the fine or suspension is not grieved pursuant to Article XXII, then the WNBA shall remit fifty percent

(50%) of the amount collected to a charitable organization selected by the Players Association that qualifies for treatment under Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as it may hereafter be amended (a “Section 501(c)(3) Organization”), and that is approved by the WNBA (which approval shall not be unreasonably withheld) (both hereinafter, the “WNBPA Selected Charitable Organization”). The WNBA shall remit the remaining fifty percent (50%) of the amount collected to a Section 501(c)(3) organization selected by the WNBA and approved by the Players Association, which approval shall not be unreasonably withheld.

(b) The remittances made by the WNBA pursuant to this Section 4 shall be made annually, thirty (30) days following the end of the WNBA Season during which the fine or suspension related Compensation amount is collected by the WNBA. For purposes of this Article and all other provisions of this Agreement, any money remitted or paid to a charity or foundation controlled by or affiliated with the WNBPA shall be used for charitable purposes only, and not, for example, for any salaries of the organization’s employees or administrative expenses.

(c) If a timely Grievance is filed under Article XXII challenging a fine or suspension of the kind designated in Section 4(a) above, and, following the disposition of the Grievance, the Arbitrator determines that all or part of the fine or suspension-related amount (plus any accrued interest thereon) is payable by the player to the WNBA, then the WNBA shall remit the amount collected by it (plus any interest) in accordance with the provisions of Sections 4(a) and (b) above.

## **Section 5. Gambling.**

(a) The Commissioner, in her sole discretion, shall direct the dismissal and disqualification from any further association with the WNBA of any player found by the

Commissioner after a hearing to have been guilty of offering, agreeing, conspiring, aiding, or attempting to cause any WNBA Competition to result otherwise than on its merits.

(b) Each WNBA player shall be required to disclose to a WNBA or Team official any attempt by any person to give or receive money or anything of value to fix, throw or otherwise affect the outcome, score or any other aspect of any WNBA Competition other than on its merits. Any player found by the Commissioner after a hearing to have violated this provision shall, in the sole discretion of the Commissioner, be subject to a reasonable fine or a suspension not to exceed ten (10) games.

(c) Any player found by the Commissioner after a hearing to have been guilty of wagering (directly or indirectly), or of offering or attempting to wager, money or anything of value on the outcome, score, or any other aspect of any WNBA Competition shall, in the sole discretion of the Commissioner, be subject to a fine, suspension, and/or dismissal and disqualification from any further association with the WNBA.

**Section 6. Holdouts.**

In addition to any fine or suspension that a Team may impose on a player for failing to report at the start of the Season at the time and place designated by the Team, a Team may suspend such player for the remainder of such Season if: (a) she notifies the Team in writing that she will not be playing in the WNBA during such Season (it being understood that a player providing any such notification to a team shall not be construed to have consented to any fine imposed on the player for her failure to report); (b) within fourteen (14) days after the start of the Season, she fails either to report to the Team or to provide written notice to the Team stating that she intends to report within twenty-one (21) days after the start of such Season; or (c) she fails to report to the Team within twenty-one (21) days after the start of such Season. In any challenge to such suspension brought by the player or the Players Association, the only issue to be resolved

shall be whether, in fact, the player failed to report or provide the requisite written notice, and neither the player nor the Players Association may otherwise contend that there was not just cause for the discipline imposed.

**Section 7. Fines for Missing Games.**

The Team or, if the Team declines, the WNBA may fine any player who misses Regular Season or playoff games due to basketball-related commitments with another league or entity as follows: up to two and one half percent (2 ½%) of the player's Base Salary for each Regular Season game missed and up to five percent (5%) of a player's Base Salary for each playoff game missed. In no event may the aggregate fines imposed on a player by the WNBA or a Team pursuant to this Section 7 exceed (i) twenty percent (20%) of the player's Base Salary for missing Regular Season games in any Season, and (ii) twenty-five percent (25%) of a player's Base Salary for missing playoff games in any Season. For clarity, (i) if the WNBA or a Team imposes a fine pursuant to this Section 7 in respect of missed Regular Season or playoff games, neither the Team nor the WNBA, as the case may be, shall be permitted to impose an additional fine on the player for the same missed games, and (ii) nothing in this Section 7 shall be construed to limit a Team's right, in circumstances where the WNBA or a Team has imposed 2 ½% or 5% fines in respect of missed games, to impose a suspension or other discipline on a player for the same (or other) missed games in accordance with this Agreement (and the 20% and 25% caps noted above shall not be applicable to any lost salary due to any such suspension).

Notwithstanding anything to the contrary in this Section 7, the additional fines for missing Regular Season or playoff games contained in this Section 7 shall not result in a reduction of a player's Base Salary in an amount greater than such Base Salary.

**Section 8. Additional Appearances for Missing Training Camp.**

In addition to (i) any fine, suspension or other discipline that a Team may impose on a player for failing to report at the start of the Season at the time and place designated by the Team in accordance with this Agreement, and (ii) any fine, suspension or other discipline that a Team may impose on a player for missing any part of training camp in accordance with this Agreement, the Team or, if the Team declines, the WNBA may require players to make Additional Unpaid Team Promotional Appearances (as that term is defined in Article XXIV, Section 1(b)) for missing any part of training camp due to basketball-related commitments with another league or entity as follows: if the player misses all or any part of the first seven (7) days of training camp, one Additional Unpaid Team Promotional Appearance; if the player misses all or any part of the second seven (7) days of training camp, one Additional Unpaid Team Promotional Appearance; and, if the player misses all or any part of the remainder of training camp, one Additional Unpaid Team Promotional Appearance.

**Section 9. WNBA Prioritization.**

**(a) Start of Season Requirements.**

(i) In addition to any fine or suspension that a Team may impose on a player for failing to report at the start of any Season at the time and place designated by the Team in accordance with this Agreement and subject to subsection (c) below, with respect to any Season hereunder, the WNBA shall suspend without pay for the entire remainder of the Season any player under Contract for the Season as of the day prior to the start of the Season (a “Pre-Training Camp Contracted Player”) who does not report at the time and place designated by the Team for the 2026 Season by the start of such Season or May 1, whichever is later, and for all subsequent Seasons under this Agreement, the start of the Season or April 15, whichever is later.

(ii) Subject to subsection (c) below, with respect to any Season hereunder, any player who is not a Pre-Training Camp Contracted Player and who does not fully complete any Off-Season Playing Obligation prior to (x) for the 2026 Season, the start of any such Season or May 1 of such Season, whichever is later, or (y) for all subsequent Seasons under this Agreement, the start of any such Season or April 15, whichever is later, shall not be eligible to sign a Player Contract covering all, or any part, of such Season. It shall not be considered a violation of this subparagraph (ii) for a player who is not a Pre-Training Camp Contracted Player to train and/or play with her national team after such date.

(b) **In-Season Departures.** In addition to any penalties to which a player may be subject pursuant to subsection (a) above, any player who is under Contract for any Season hereunder who reports to her Team for a Season and then leaves the Team at any point during such Season (hereafter for purposes of this subsection (b), “Season One”) (i) to provide basketball-related services for any entity other than the WNBA for any reason, or (ii) for any personal reason, other than, with respect to each of clauses (i) and (ii), for the reasons set forth in subsection (c) below, shall be suspended without pay for the remainder of Season One and shall be ineligible to play in the WNBA during the Season following Season One (hereafter for purposes of this subsection (b), “Season Two”) (i.e., suspended for Season Two if she is under Contract for Season Two at the time of the Season One suspension or ineligible to sign a Player Contract for all, or any part, of Season Two if she is not under Contract for Season Two at the time of the Season One suspension).

(c) **Exceptions to WNBA Prioritization.** The WNBA prioritization rules contained in this Section 9 shall not apply (i) to players with zero (0), one (1) or two (2) Years of Service as of the end of the preceding Season, or (ii) to the extent that players report late to their

Team for the start of a Season, or leave their Team during a Season, to participate with their national team in (including no more than two weeks of training immediately prior to) the FIBA World Cup or a FIBA continental championship (e.g., the European Championship), provided that any such player returns to her Team within forty-eight (48) hours after her national team has completed play in such FIBA competition. The exception to WNBA prioritization contained in subsection (c)(ii) directly above shall only apply to the FIBA World Cup in Seasons that do not include a Hiatus for such World Cup, provided that, for the 2026 FIBA World Cup only, players who leave their Team during the 2026 Season to participate with their national team in training for the 2026 FIBA World Cup after participating in their Team's August 26, 2026 game (or, if the Team does not have a game on August 26, 2026, the Team's last game prior to August 26, 2026) and return to their Team prior to the end of the Hiatus will not be in violation of the WNBA prioritization rules contained in this Section 9. In addition, if a player is late for, or leaves during, the Season due to a significant life event wholly unrelated to an Off-Season Playing Obligation (e.g., a graduation ceremony, non-birthing parental leave, or a death in the family), the prioritization rules contained in this Section 9 shall not apply, provided that the player makes good-faith attempts to provide advance notice to her Team and reports, or returns to, the Team within twenty-four (24) hours after the conclusion of her commitments related to the significant life event.

(d) The unearned Base Salary for any player suspended pursuant to this Section 9 shall be promptly removed from the Team's Team Salary.

#### **Section 10. Unlawful Violence.**

When a player is convicted of (including a plea of guilty, no contest, or nolo contendere to) a violent felony, she shall immediately be suspended by the WNBA for a minimum of five (5) games.

**Section 11. Counseling for Violent Misconduct.**

(a) In addition to any other rights a Team or the WNBA may have by contract or law, when the WNBA and the Players Association agree that there is reasonable cause to believe that a player has engaged in any type of off-court violent conduct, the player will (if the WNBA and the Players Association so agree) be required to undergo a clinical evaluation by a neutral expert and, if deemed necessary by such expert, appropriate counseling, with such evaluation and counseling program to be developed and supervised by the WNBA and the Players Association, unless the player has engaged in acts covered by the Joint WNBA/WNBPA Policy on Domestic/Intimate Partner Violence, Sexual Assault, and Child Abuse, in which case the terms of that Policy shall apply. For purposes of this paragraph, “violent conduct” shall include, but not be limited to, any conduct involving the use or threat of physical violence or the use of, or threat to use, a deadly weapon, any conduct which could be categorized as a “hate crime,” and any conduct involving dog fighting or animal cruelty.

(b) Any player who is convicted of (including a plea of guilty, no contest, or nolo contendere to) a crime involving violent conduct shall be required to attend at least five (5) counseling sessions with a therapist or counselor jointly selected by the WNBA and the Players Association, unless the player has engaged in acts covered by the Joint WNBA/WNBPA Policy on Domestic/Intimate Partner Violence, Sexual Assault, and Child Abuse, in which case the terms of that Policy shall apply. These sessions shall be in addition to any discipline imposed on the player by the WNBA for the conduct underlying her conviction. The therapist or counselor who is jointly selected by the WNBA and the Players Association shall determine the total number of counseling sessions to be attended by the player; provided that in no event shall a player be required to attend more than ten (10) sessions; provided, further, that the number of such sessions shall be reduced by the number of any counseling sessions that a player is ordered

by a court to attend and does subsequently attend, even if, notwithstanding the above, such reduction results in the player attending fewer than five (5) counseling sessions with a therapist or counselor jointly selected by the WNBA and the Players Association.

(c) Any player who, after being notified in writing by the WNBA that she is required to undergo the clinical evaluation and/or counseling program authorized by Section 11(a) or 11(b) above, refuses or fails, without a reasonable explanation, to attend or participate in such evaluation and counseling program within seventy-two (72) hours following such notice, shall be fined by the WNBA in the amount of one thousand dollars (\$1,000) for each day following such seventy-two (72) hours that the player refuses or fails to participate in such program.

## **Section 12. Firearms and Other Weapons.**

(a) Whenever a player is physically present at a facility or venue owned, operated, or being used by a Team, the WNBA, or any League-related entity, and whenever a player is traveling on any WNBA-related business, whether on behalf of the player's Team, the WNBA, or any League-related entity, such player shall not possess a firearm of any kind or any other deadly weapon. For purposes of the foregoing, "a facility or venue" includes, but is not limited to: an arena; a practice facility; a Team or League office or facility; an All-Star or WNBA playoff venue; and the site of a promotional or charitable appearance.

(b) At the commencement of each Season, and if the player owns or possesses any firearm, the player will provide the Team with proof that the player possesses a license or registration as required by law for any such firearm. Each player is also required to provide the Team with proof of any modifications or additions made to this information during the Season.

(c) Any violation of Section 12(a) or Section 12(b) above shall be considered conduct prejudicial to the WNBA under Article XIV, Section 1, and shall therefore subject the player to discipline by the WNBA in accordance with such Article.

**Section 13. League Investigations.**

(a) Players are required to cooperate with investigations conducted by the WNBA. Failure to so cooperate, in the absence of a player's reasonable apprehension of her own criminal prosecution, will subject the player to reasonable fines and/or suspensions imposed by the WNBA. Any investigations of alleged misconduct that is covered by the Joint WNBA/WNBPA Policy on Domestic/Intimate Partner Violence, Sexual Assault, and Child Abuse shall be governed by the terms of that Policy.

(b) Except as set forth in Section 13(c) below, the WNBA shall provide the Players Association with such advance notice as is reasonable in the circumstances of any interview or meeting to be held (in person or by telephone) between a WNBA representative and a player under investigation by the WNBA for alleged misconduct, and shall invite a representative of the Players Association to participate or attend. The failure or inability of a Players Association representative to participate in or attend the interview or meeting, however, shall not prevent the interview or meeting from proceeding as scheduled. A willful disregard by the WNBA of its obligation to notify the Players Association as provided for by this Section 13(b) shall bar the WNBA from using as evidence against the player in a proceeding involving such alleged misconduct any statements made by the player in the interview or meeting conducted by the WNBA representative.

(c) The provisions of Section 13(b) above shall not apply to interviews or meetings: (i) held by the WNBA as part of an investigation with respect to alleged player misconduct that occurred at the site of a game; and (ii) which take place during the course of, or

immediately preceding or following, such game. With respect to any such interview or meeting, the WNBA's only obligation shall be to provide notice to the Players Association that the WNBA will be conducting an investigation and holding an interview or meeting in connection therewith. Such notice may be given by telephone at a telephone number or by email at an email address to be designated in writing by the Players Association.

**Section 14. Motor Vehicles.**

At the commencement of each Season, and if the player owns or operates any motor vehicle, the player will provide the Team with proof that the player possesses a valid driver's license, registration documents, and insurance for any such vehicle. For players who sign Standard Player Contracts during the Season, the player will provide the Team with such information within fourteen (14) days following the execution of her Standard Player Contract. Each player is also required to provide the Team with proof of any modifications or additions made to this information during the Season.

**Section 15. Player Convictions Involving Alcohol or Controlled Substances.**

In addition to any other discipline imposed by the WNBA for such conduct, any player who is convicted of (including a plea of guilty, no contest, or nolo contendere to) driving while intoxicated, driving under the influence, driving under the influence of a controlled substance (if that controlled substance is not a Prohibited Substance) or any similar crime shall be required to submit to a mandatory evaluation by the Medical Director of the Anti-Drug Program. After that mandatory evaluation, the Medical Director may require the player to attend up to ten (10) substance abuse counseling sessions, provided that the number of such sessions shall be reduced by the number of any substance abuse counseling sessions that a player is ordered by a court to attend and does subsequently attend.

**Section 16. Player Arrests.**

A Team shall not impose discipline on a player solely on the basis of the fact that the player has been arrested. Notwithstanding the foregoing, (a) a Team may impose discipline on a player for the conduct underlying the player’s arrest if it has an independent basis for doing so, (b) nothing herein shall permit a Team to discipline a player for her failure to cooperate with a Team’s investigation of her alleged misconduct if she has a reasonable apprehension of criminal prosecution, and (c) nothing herein shall prevent a Team from precluding a player from participating in Team activities without loss of pay to the extent it otherwise has the right to do so.

**Section 17. Joint WNBA/WNBPA Policy on Domestic/Intimate Partner Violence, Sexual Assault, and Child Abuse.**

The Joint WNBA/WNBPA Policy on Domestic/Intimate Partner Violence, Sexual Assault, and Child Abuse is attached as Exhibit 8. Any evaluation, counseling, treatment, and/or discipline of a player for engaging in acts covered by this Policy shall be governed by the terms of the Policy.

**Section 18. Player Involvement with Gaming Companies.**

(a) As used in this Section 18, the following terms shall have the following meanings:

(i) “Gaming Company” means a Sports Betting Company, a Fantasy Sports Company, or any other entity that offers contests, wagers, or other transactions on which consumers can put money or other things of value at risk and the outcome of which is determined, in whole or in part, based upon the performance of WNBA League players or WNBA League teams in WNBA League games or events.

(ii) “Sports Betting Company” means an entity (A) that directly or indirectly offers, accepts, or facilitates wagering related to sporting events, or (B) whose operations are substantially dedicated to content related to wagering on WNBA and other sporting events.

(iii) “Fantasy Sports Company” means an entity that offers or facilitates contests in which participants submit entries in a contest (season-long, daily, or single-game), comprised of one or more selected teams or players, with the winning entries determined by the performance or statistics of the selected teams or players.

(iv) “WNBA League” means the WNBA, NBA, NBAGL, NBA 2K League, Basketball Africa League, and any other league associated with the WNBA.

(b) **Investment in Gaming Companies.**

(i) Subject to Article XV, a player may hold a direct or indirect ownership interest in a Gaming Company only if:

(A) Such interest is passive (i.e., includes no management, governance, voting, or executive role or other operational rights or roles);

(B) The player’s ownership interest: (1) for any entity that offers, accepts, or facilitates WNBA League-related bets, contests, or other transactions, is equal to less than a one percent (1%) beneficial interest in any class of securities (or other class of ownership interests) in the entity (including via a partnership interest in a fund that owns an interest in such entity); or (2) for any entity that does not offer, accept, or facilitate WNBA League-related bets, contests, or other transactions, is less than a fifty percent (50%) beneficial interest in any class of securities (or other class of ownership interests) in the entity (including via a partnership interest in a fund that owns an interest in such entity); and

(C) Such interest is held, and such entity operates, in compliance with all applicable laws and regulations relating to sports wagering, fantasy sports contests, or similar transactions.

(ii) Any player who holds an ownership interest in a Gaming Company shall disclose to the League Office (attn: General Counsel) and the Players Association, within thirty (30) days of acquiring such interest, (A) the identity of the Gaming Company in which the player holds such interest, and (B) the percentage of the Gaming Company's overall ownership such interest represents.

(c) **Promotion and Endorsement of Gaming Companies.**

(i) Subject to Article XV, a player may participate in the promotion or endorsement of a Gaming Company only if:

(A) Such participation is limited to (1) general brand promotion or endorsement, or (2) promotion or endorsement of betting on non-WNBA League sports and non-basketball sports;

(B) Compensation for such participation is not determined in any respect by WNBA League wagering or outcomes of WNBA League games (e.g., compensation to the player may not be based on the amount wagered on WNBA League games); and

(C) Such participation and such Gaming Company's operation comply with all applicable laws and regulations relating to sports wagering, fantasy sports contests, or similar transactions. The operation of a Gaming Company that is party to an agreement with the WNBA or a Team shall, during the term of such agreement, be deemed in compliance with this subsection (c)(i)(C).

(ii) For clarity, no player may participate in endorsement or promotional activity of a Gaming Company where such endorsement or promotion involves WNBA League-related bets or contests.

(d) For clarity, any investments in or promotions or endorsements of Gaming Companies not expressly permitted by this Section 18 are prohibited. In the event a player engages in a prohibited investment, promotion, or endorsement, then, without limiting other WNBA rights or remedies, the player shall be required to promptly dispose of her ownership interest in the prohibited investment and/or immediately terminate her participation in the prohibited promotion or endorsement, as applicable.

**Section 19. Player Involvement with Cannabis Companies.**

(a) As used in this Section 19, the following terms shall have the following meanings:

(i) “CBD” means hemp-derived compounds that have a concentration of tetrahydrocannabinol (“THC”) at or below 0.3% and contain no other form or amount of cannabis.

(ii) “CBD Products” means supplements and other products containing CBD as an ingredient (e.g., oils, creams, drinks, pills, powders, and roll-ons), but does not mean products that meet the definition of “Marijuana Products” below or products containing any substance on the list of Prohibited Substances set forth in Exhibit B of Exhibit 2 to this Agreement or on Schedule I or II of the Controlled Substances Act.

(iii) “Marijuana Company” means an entity that (A) produces or sells one or more Marijuana Products, including an entity that produces or sells both CBD Products and one or more Marijuana Products, and/or (B) produces or sells CBD Products and has an

affiliate that produces or sells one or more Marijuana Products under the same or a substantially similar brand as such entity or CBD Products.

(iv) “Marijuana Products” means supplements and other products (e.g., flower, oils, creams, drinks, pills, powders, and roll-ons) containing (A) a non-CBD form of cannabis as an ingredient, and/or (B) a concentration of THC above 0.3%. For purposes of this Section 19, any products containing both CBD and a non-CBD form of cannabis, and any products containing kratom, shall be Marijuana Products.

**(b) Investment in Cannabis Companies.**

(i) Subject to Section 19(b)(ii) below and Article XV, a player may hold a direct or indirect ownership interest (whether controlling or non-controlling) in an entity that produces or sells CBD Products, provided that (A) such entity does not also produce or sell one or more products containing any Prohibited Substance or any other Schedule I or II substance under the Controlled Substances Act, and (B) such interest is held, and such entity operates, in compliance with all applicable laws and regulations.

(ii) Subject to Article XV, a player may hold a direct or indirect ownership interest in a Marijuana Company, provided that:

(A) Such interest is passive (i.e., includes no management, governance, voting, or executive role or other operational rights or roles); and

(B) The player’s ownership interest is equal to less than a fifty percent (50%) beneficial interest in any class of securities (or other class of ownership interests) in such Marijuana Company (including via a partnership interest in a fund that owns an interest in such Marijuana Company); and

(C) Such interest is held, and such entity operates, in compliance with all applicable laws and regulations.

(iii) For clarity, except as set forth in Section 19(b)(ii) above, no player may hold any ownership interest (whether direct or indirect, including via a partnership interest in a fund) in an entity that produces or sells any products containing any Prohibited Substance or any other Schedule I or II substance under the Controlled Substances Act.

(c) **Promotion and Endorsement of Cannabis Companies.**

(i) Subject to Article XV, a player may participate in the promotion or endorsement of any brand, product, or service of an entity that produces or sells CBD Products, provided that such entity (A) is not a Marijuana Company, (B) does not also produce or sell one or more products containing any Prohibited Substance or any other Schedule I or II substance under the Controlled Substances Act, and (C) such participation and such entity's operation comply with all applicable laws and regulations.

(ii) Notwithstanding Section 19(c)(i) above, a player may request permission from the WNBA and the Players Association to promote or endorse any CBD Products that are produced or sold by a Marijuana Company. Such request must be in writing and include (A) a complete list of the products that the Marijuana Company produces or sells, (B) a complete list of all ingredients of such products, (C) a description of the player's proposed promotion or endorsement activity for the Marijuana Company's CBD Products, and (D) a detailed summary of the non-financial terms of any proposed promotion or endorsement agreement between the player and the Marijuana Company. Unless a player's request has been approved in writing by the WNBA and the Players Association, the player may not promote or endorse any CBD Products that are produced or sold by a Marijuana Company.

(iii) Upon receiving a player's written request pursuant to Section 19(c)(ii) above, the WNBA and the Players Association shall each consider and determine whether to approve such request. Without limiting such approval right of the WNBA and the Players Association, the promotion or endorsement by a player of a CBD Product that is produced or sold by a Marijuana Company (A) will not be permitted if such CBD Product is associated by the Marijuana Company with any Marijuana Product (e.g., the CBD Product is marketed or sold under a brand that also includes or refers to Marijuana Products) or if any proposed promotion creates a reasonable risk of public confusion with any Marijuana Product, and (B) if approved, shall be subject to any terms and conditions imposed by the WNBA and/or the Players Association. In the event that any information provided in a player's request is inaccurate at the time it is submitted to the WNBA or the Players Association, or in the event that such information later becomes inaccurate, the WNBA or the Players Association may in their discretion withdraw their approval of the player's request.

(d) For clarity, any investments in or promotions or endorsements of entities that produce or sell products containing a form of cannabis (including, for clarity, a CBD form of cannabis) not expressly permitted by this Section 19 are prohibited. In the event a player engages in a prohibited investment, promotion, or endorsement, then, without limiting other WNBA rights or remedies, the player shall be required to promptly dispose of her ownership interest in the prohibited investment and/or immediately terminate her participation in the prohibited promotion or endorsement, as applicable.

**Section 20. WNBA Dress Code.**

The WNBA has established league-wide rules governing the dress code of players as contained in the WNBA Dress Code Memo distributed by the WNBA on March 14, 2025, and provided to the Players Association in connection with the execution of this Agreement (the

“WNBA Dress Code”). Beginning with the 2026 Season, the WNBA will provide notice to and consult with the Players Association on any proposed changes or modifications to the leaguewide WNBA Dress Code prior to the implementation of any such changes. Teams shall not be permitted to have their own dress code policies that are applicable to players.

## ARTICLE XV

### CIRCUMVENTION

#### **Section 1. General Prohibitions.**

(a) It is the intention of the parties that the provisions agreed to herein, including, without limitation, those relating to the Salary Cap, the Exceptions to the Salary Cap, the Rookie Scale, and free agency, be interpreted so as to preserve the essential benefits achieved by both parties to this Agreement. Neither the Players Association or the WNBA, nor any Team (or Team Affiliate) or player (or person or entity acting with authority on behalf of such player), shall enter into any agreement (including, without limitation, any Player Contract, or any amendment or extension thereof), or undertake any action or transaction (including, without limitation, the assignment or termination of a Player Contract), which is, or which includes any term that is, designed to serve the purpose of defeating or circumventing the intention of the parties as reflected by all of the provisions of this Agreement.

(b) It shall constitute a violation of Section 1(a) above for a Team (or Team Affiliate) to enter into an agreement or understanding with any sponsor or business partner or third party under which such sponsor, business partner or third party pays or agrees to pay compensation for basketball services (even if such compensation is ostensibly designated as being for non-basketball services) to a player under Contract to the Team. Such an agreement with a sponsor or business partner or third party may be inferred where: (i) such compensation from the sponsor or business partner or third party is substantially in excess of the fair market value of any services to be rendered by the player for such sponsor or business partner or third party; and (ii) the Compensation in the Player Contract between the player and the Team is substantially below the fair market value of such Contract.

(c) It shall constitute a violation of Section 1(a) above for a Team (or Team Affiliate) to have a financial arrangement with or offer a financial inducement to any player (not including retired players) not signed to a current Player Contract, except as permitted by this Agreement.

**Section 2. No Unauthorized Agreements.**

(a) At no time shall there be any agreements or transactions of any kind (whether disclosed or undisclosed to the WNBA), express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind (whether disclosed or undisclosed to the WNBA), between a player (or any person or entity controlled by, related to, or acting with authority on behalf of such player) and any Team (or Team Affiliate):

(i) concerning any future extension or amendment of an existing Standard Player Contract, or entry into a new Standard Player Contract; or

(ii) except as permitted by this Agreement or as set forth in a Standard Player Contract (provided that the Team has not intentionally delayed submitting such Standard Player Contract for approval by the WNBA), involving compensation or consideration of any kind or anything else of value to be paid, furnished or made available by, to, or for the benefit of the player, or any person or entity controlled by, related to, or acting with authority on behalf of the player; or

(iii) except as permitted by this Agreement, involving an investment or business opportunity to be furnished or made available by, to, or for the benefit of the player, or any person or entity controlled by, related to, or acting with authority on behalf of the player.

(b) In addition to the foregoing, it shall be a violation of this Section 2 for any Team (or Team Affiliate) or any player (or any person or entity controlled by, related to, or

acting with authority on behalf of such player) to attempt to enter into or to solicit any agreement, transaction, promise, undertaking, representation, commitment, inducement, assurance of intent or understanding that would be prohibited by Section 2(a) above.

(c) Notwithstanding the foregoing, it shall not be a violation of Section 2(a) or 2(b) above solely for a Team Affiliate and a player (or any person or entity controlled by, related to, or acting with authority on behalf of, such player) to each passively invest (i.e., invest with no management, governance, voting, or executive role or other operational rights or role) in the same third-party entity, provided that (i) neither such Team Affiliate or such player holds more than a twelve and one-half percent (12.5%) interest in such third-party entity, (ii) the Team Affiliate's investment and player's investment are not made in coordination or in consultation with each other, and (iii) the investment opportunity was not furnished or made available to the player by the Team Affiliate (or vice versa).

(d) A violation of Section 2(a) or 2(b) above may be proven by direct or circumstantial evidence, including, but not limited to, evidence that a Standard Player Contract, or any term or provision thereof, cannot rationally be explained in the absence of conduct violative of Section 2(a) or 2(b). The foregoing sentence shall not limit the nature or character of the evidence that may be proffered or that, consistent with any applicable rules of evidence, may be admitted in any proceeding conducted in accordance with the procedures set forth in this Agreement.

(e) In any proceeding brought before the Arbitrator pursuant to this Section 2, no adverse inference shall be drawn against the party initiating such proceeding because that party, when it first suspected or believed that a violation of Section 2 may have occurred,

deferred the initiation of such proceeding until it had further reason to believe that such a violation had occurred.

(f) A player will not be found to have committed a violation of Section 2(a)(ii) above if the violation is the Team's intentional delay in submitting a Standard Player Contract to the WNBA and this was done without the player's knowledge.

**Section 3. Diversity in Coaching Initiative.**

Notwithstanding anything to the contrary in Section 1 and Section 2 above and consistent with the "WNBA's Diversity in Coaching Initiative," it shall not be considered a violation of Section 1 or Section 2 above if a Team Affiliate hires a player to perform Off-Season basketball coaching or basketball operations services for a team not in the WNBA; provided that: (i) the player has at least eight (8) Years of Service in the WNBA and three (3) Years of Service with the Team affiliated with the Team Affiliate at the time of the of the agreement between the Team Affiliate and the player; (ii) the player provides the coaching/basketball operations services on a full-time basis during the Off-Season; (iii) the agreement between the player and the Team Affiliate is in no way connected to the signing of any Player Contract (including any amendment to that Player Contract or Extension of that Player Contract); (iv) the compensation to be received by the player from the Team Affiliate represents the fair market value of the services to be performed, as determined by the WNBA, prorated as necessary to reflect the number of months in the Off-Season when the player will be providing the full-time services; and (v) the agreement in its entirety is approved by the WNBA within its sole discretion (a "Diversity in Coaching Initiative Employment Arrangement"). The factors to be considered by the WNBA in connection with its decision whether or not to approve a Diversity in Coaching Initiative Employment Arrangement will include, but not be limited to: (i) whether the agreement serves to frustrate the essential benefits of this Collective Bargaining

Agreement, including those related to the Salary Cap and free agency; (ii) the timing of the agreement and whether the compensation to be received by the player could in any way be considered to be in lieu of compensation under a Player Contract and/or an enticement to sign a Player Contract; and (iii) the connection between the services to be performed, the basketball operations needs of the Team Affiliate, and the post-playing career aspirations of the player.

**Section 4. Penalties.**

(a) If the Arbitrator finds a violation of Section 1 above, the Commissioner shall be authorized to:

(i) impose a fine of up to \$900,000 (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the Players Association – Selected Charitable Organization) on any Team found to have committed such violation for the first time;

(ii) impose a fine of up to \$1,500,000 (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the Players Association – Selected Charitable Organization) on any Team found to have committed such violation for at least the second time;

(iii) direct the forfeiture of one first round draft pick;

(iv) void any Standard Player Contract (or any extension or amendment thereof) between any player and any Team when both the player (or any person or entity acting with authority on behalf of such player) and the Team (or Team Affiliate) are found to have committed such violation; and/or

(v) void any other transaction or agreement found to have violated Section 1 above.

(b) If the Arbitrator finds a violation of Section 2 above, the Commissioner shall be authorized to:

(i) impose a fine of up to \$3,000,000 on any Team found to have committed such violation (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the Players Association – Selected Charitable Organization);

(ii) direct the forfeiture of draft picks;

(iii) when both the player (or any person or entity acting with authority on behalf of such player) and the Team (or Team Affiliate) are found to have committed such violation, (A) void any Player Contract (or any extension, or amendment thereof) between such player and such Team, (B) impose a fine of up to \$6,000 on any player (50% of which shall be payable to the WNBA, and 50% of which shall be payable to the WNBA – Selected Charitable Organization, and/or (C) prohibit any future Player Contract (or any extension or amendment thereof) between such player and such Team;

(iv) suspend for up to one (1) year any person (other than a player) employed by, or otherwise rendering services for, the Team found to have willfully engaged in such violation; and/or

(v) void any transaction or agreement found to have violated Section 2 above and direct the disgorgement by the player of anything of value received in connection with such transaction or agreement (except compensation received for services already performed pursuant to a Player Contract), unless the player establishes by a preponderance of the evidence that she was unaware of the violation.

(c) In any proceeding before the Arbitrator in which it is alleged that a player agent or other person or entity acting with authority on behalf of a player has violated Section 2 above, the Arbitrator shall make a specific determination with respect to such allegation and shall refer such finding to the Players Association. The Players Association shall accept as

binding and conclusive the finding(s) of the Arbitrator that a violation of Section 2(a) or 2(b) has occurred and shall consider such finding(s) as establishing a violation of the Players Association's regulations applicable to such person or entity. The Players Association represents that it will impose such discipline as is appropriate under the circumstances on the person or entity found to have violated Section 2 above, and that it will promptly notify the WNBA of the discipline imposed; provided, however, that in no event shall the penalty imposed upon a player agent found to have violated Section 2 above be less than a one (1)-year suspension of that player agent's certification by the Players Association.

(d) In addition to the authority conferred on the Commissioner pursuant to Section 4(a) and 4(b) above, the Commissioner shall be authorized to impose a fine of up to \$1,000,000 on any Team or Team personnel found by the Commissioner to have violated Section 2 above. Any penalty or other remedy imposed pursuant to this Section 4(d) shall not require as a predicate any finding of, or proceeding before, the Arbitrator. In the event the Commissioner imposes such a penalty or other remedy, the Players Association has the right to de novo review of the Commissioner's finding that a violation occurred under the Arbitration provisions of Article XXII. With respect to any fine imposed under this Section 4(d), fifty percent (50%) shall be payable to the WNBA and fifty percent (50%) shall be payable to a WNBPA Selected Charitable Organization.

**Section 5. Production of Tax Materials.**

In any proceeding to enforce Section 1 or 2 above, the Arbitrator shall have the authority, upon good cause shown, to direct any Team, Team Affiliate, or player to produce any tax returns or other relevant tax materials disclosing income figures for the player (non-income figures may be redacted), or disclosing expense figures by the Team or Team Affiliate (non-

expense figures may be redacted), which materials shall not be released to the general public or the media and shall be treated as strictly confidential by all parties.

**Section 6. Transactions with Retired Players.**

(a) If (i) a Team or Team Affiliate enters into a transaction after the date of this Agreement with a retired player who played for the Team within the five-year (5) period preceding such transaction and the terms of such transaction provide for the retired player to be compensated in excess of \$10,000 or to be provided with an investment or business opportunity, and if (ii) the compensation the retired player received from the Team when she was a player was substantially below the then fair market value of such player's basketball services, then the WNBA may challenge the transaction, pursuant to the procedures set forth in Section 6(b) below, on the ground that: (A) the compensation to the retired player substantially exceeds the then fair market value of the services or other consideration provided by the retired player in the transaction; or that (B) the amount of the retired player's investment or the benefit conferred upon the retired player as a result of the investment or business opportunity is not commercially reasonable, given the relative risks and rewards of such investment.

(b) Any challenge under this Section 6 shall be filed in writing with a business valuation expert jointly selected by the WNBA and the Players Association. In the event that the parties cannot agree on the identity of a business valuation expert, a business valuation expert shall be selected in the same manner set forth in Article XXII, Section 4 for the selection of an arbitrator in the absence of an agreement between the parties. The business valuation expert shall conduct a hearing in which the player or retired player, the Team and/or Team Affiliate, the Players Association, and the WNBA are afforded the opportunity to appear and participate. The WNBA shall have the burden of proof in the proceeding. The business valuation expert may permit discovery of relevant documents necessary to undertake the valuation, and shall render a

decision within fifteen (15) days following the conclusion of the hearing. Within ten (10) days of any decision by the business valuation expert, any of the parties may file an appeal with the Arbitrator, who shall conduct a hearing and render a decision within twenty (20) days of the filing of the appeal. In any such proceeding, the Arbitrator shall apply an “arbitrary and capricious” standard of review.

(c) If the WNBA prevails in its challenge under this Section 6, the difference between (A) the compensation received by the retired player, or the value of the investment or business opportunity received by the retired player (net of any contribution by the retired player), and (B) a reasonable estimate of the fair market value of the services or other consideration provided by the retired player, or a reasonable estimate of the fair market value of the investment or business opportunity, in each case as determined by the business valuation expert or the Arbitrator, as the case may be, shall be included in the Team’s Team Salary, subject to the Team’s Room and other Salary Cap rules, and further subject to any allocation over time that the business valuation expert or Arbitrator determines is appropriate. In the event that any amount required to be included in the Team Salary pursuant to this subsection exceeds the Team’s Room, the challenged transaction or arrangement shall be rescinded and of no further force and effect.

(d) If the WNBA prevails in its challenge under this Section 6, and the retired player and the Team and/or Team Affiliate renegotiate or terminate the transaction, any revised terms of the transaction shall be promptly disclosed to the WNBA and the Players Association, and may, at the request of the WNBA, be re-subjected to the procedures of this Section 6.

Any information disclosed to the League Office and the Players Association pursuant to the procedures of this Section 6 shall be treated strictly confidential, and shall not be released to the general public or the media.

## ARTICLE XVI

### ANTI-COLLUSION PROVISIONS

#### **Section 1. No Collusion.**

Subject to Section 2 below, no WNBA Team, its employees or agents, will enter into any contracts, combinations or conspiracies, express or implied, with the WNBA or any other WNBA Team, their employees or agents: (a) to negotiate or not to negotiate with any Veteran or Rookie; (b) to submit or not to submit an Offer Sheet to any Restricted Free Agent; (c) to offer or not to offer a Player Contract to any Free Agent; (d) to exercise or not to exercise a Right of First Refusal; or (e) concerning the terms or conditions of employment offered to any Veteran or Rookie.

#### **Section 2. Non-Collusive Conduct.**

The following is a non-exhaustive list of conduct that shall not be deemed a violation of Section 1 above:

- (a) the formulation and negotiation of collective bargaining proposals;
- (b) agreements between Teams necessary to the assignment of a Player Contract of a Veteran or the assignment of the exclusive negotiating rights to a Draft Rookie, where such assignment is contingent upon (i) the signing by the Veteran of an extension to an existing Player Contract, or (ii) the signing by the Draft Rookie of a new Player Contract; provided, however, that if such contingency is fulfilled by the Veteran entering into an extended Player Contract or the Draft Rookie entering into a new Player Contract, this subsection shall only apply if the assignment is actually consummated;
- (c) an agreement between Teams concerning the signing of a new Player Contract by a Veteran Free Agent with her Prior Team, where such agreement is necessary for

the subsequent assignment of the new Player Contract between the agreeing Teams; provided, however, that this Section 2(c) shall apply only if the subsequent assignment is consummated.

(d) the conduct authorized by the terms and conditions of the WNBA Draft;

(e) any action taken by the WNBA League Office to exclude from the WNBA, suspend or discipline any player for any reason authorized or permitted by any provision of this Agreement (this subsection, however, shall not affect any other rights of any player or the Players Association to contest such action);

(f) conduct authorized by any provision of this Agreement by the WNBA League Office, undertaken in good faith, that reflects a reasonable interpretation of this Agreement or a Player Contract; or

(g) any disapproval by the Commissioner of a Player Contract, Extension or other amendment.

### **Section 3. Individual Negotiations.**

No WNBA Team shall fail or refuse to negotiate with, or enter into a Player Contract with, any player who is free to negotiate and sign a Player Contract with any WNBA Team, on any of the following grounds:

(a) that the player has previously been subject to the exclusive negotiating rights obtained by another WNBA Team in a WNBA Draft; or

(b) that the player has become a Restricted Free Agent or an Unrestricted Free Agent; or

(c) that the Player is or has been subject to a Right of First Refusal.

The fact that a Team has not negotiated with, made any offers to, or entered into any Player Contracts with players who are free to negotiate and sign Player Contracts with any Team, shall not, by itself, be deemed proof that such Team failed or refused to negotiate with,

make any offers to, or enter into any Player Contracts with any players on any of the prohibited grounds referred to in this Section 3.

**Section 4. League Disclosures.**

The WNBA League Office shall not knowingly communicate or disclose, directly or indirectly, to any WNBA Team that another WNBA Team has negotiated with or is negotiating with any Restricted Free Agent, unless and until an Offer Sheet (as defined in Article VI, Section 6(b)) shall have been given to the ROFR Team (as defined in Article VI, Section 5(a)), or any Free Agent prior to the execution of a Player Contract with that player.

**Section 5. Enforcement of Anti-Collusion Provisions.**

(a) Any player, or the Players Association acting on behalf of a player or players, may bring an action before the Arbitrator alleging a violation of Article XVI, Section 1 of this Agreement. Issues of relief and liability shall be determined in the same proceeding (including the amount of damages, pursuant to Section 9 below, if any). The complaining party will bear the burden of demonstrating by a clear preponderance of the evidence that the challenged conduct was in violation of Article XVI, Section 1 of this Agreement and caused economic injury to such player(s); provided, however, that the Players Association may, in the absence of economic injury to any player, bring an action before the Arbitrator claiming a violation of Section 1 above (which must be proved by a clear preponderance of the evidence) and seeking only declaratory relief or a direction to cease and desist from the challenged conduct.

(b) The provisions of this Agreement are not intended to create any substantive rights in any party, other than as provided for herein. This Agreement may be enforced, and any alleged violations may be remedied, only as provided for herein.

**Section 6. Satisfaction of Burden of Proof.**

The failure by a Team or Teams to submit Offer Sheets to Restricted Free Agents, or to make offers or sign Contracts for the playing services of a Free Agent shall not, by itself or in combination only with evidence about the playing skills of the player(s) not receiving such offers or contracts, satisfy the burden of proof set forth in Section 5 above. However, such evidence may support a finding of a violation of Section 1 above, but only in combination with other evidence that either by itself or in combination with the evidence referred to in the immediately preceding sentence indicates that the challenged conduct was in violation of Section 1 above and, except in cases where the Players Association seeks only declaratory relief or a direction to cease and desist from the challenged conduct, caused economic injury to such player(s).

**Section 7. Summary Judgment.**

The Arbitrator may, at any time following the conclusion of any permitted discovery, determine whether or not the complainant's evidence is sufficient to raise a genuine issue of material fact capable of satisfying the standards imposed by Section 5 and 6 above. If the Arbitrator determines that complainant's evidence is not so sufficient, he or she shall dismiss the action. In considering the sufficiency of the complainant's evidence, the Arbitrator may consider documentary evidence and affidavits submitted by the parties.

**Section 8. Remedies for Economic Injury.**

In the event that an individual player or players, or the Players Association acting on her or their behalf, successfully proves a violation of Section 1 above that has caused economic injury, the player or players determined by the Arbitrator to have suffered economic injury as a result of the violation will have the right:

(a) to terminate her (or their) existing Player Contract(s) at her (or their) option (however, such termination shall not take effect until the conclusion of a then ongoing WNBA Season, if any). Such right of termination must be exercised by the player within thirty (30) days therefrom. If, at the time the Player Contract is terminated, such player would have been an Unrestricted Free Agent pursuant to the provisions of this Agreement, she shall immediately become an Unrestricted Free Agent. If, at the time the Player Contract is terminated, such player would have been a Restricted Free Agent pursuant to the provisions of this Agreement, such player shall immediately become a Restricted Free Agent upon such termination; however, any such player may choose to reinstate her Player Contract at any time up until April 15 of that year; and

(b) to recover damages as described in Section 9 below. However, if the player terminates her Player Contract under subsection (a) above and does not reinstate it pursuant thereto, she may not recover damages for the period after such termination takes effect. A player who does not terminate her contract, or who reinstates it pursuant to subsection (a) above, may recover damages for the entire period of her injury.

**Section 9. Calculation of Damages.**

Upon any finding of a violation of Section 1 above that has caused economic injury, compensatory damages (i.e., the amount by which any player has been injured as a result of such violation) and non-compensatory damages (i.e., the amount exceeding compensatory damages) shall be awarded as follows:

(a) Two (2) times the amount of compensatory damages, in the event that all of the Teams found to have violated Section 1 above have committed such a violation for the first time. Any Team found to have committed such a violation for the first time shall be jointly and severally liable for two (2) times the amount of compensatory damages.

(b) Three (3) times the amount of compensatory damages, in the event that any of the Teams found to have violated Section 1 above have committed such a violation for the second time. In the event that damages are awarded pursuant to this subsection (b): (i) any Team found to have committed such a violation for the first time shall be jointly and severally liable for two (2) times the amount of compensatory damages; and (ii) any Team found to have committed such a violation for the second time shall be jointly and severally liable for three (3) times the amount of compensatory damages.

(c) Three (3) times the amount of compensatory damages, plus, for each Team found to have violated Section 1 above for at least the third time, five hundred thousand dollars (\$500,000), in the event that any of the Teams found to have violated Section 1 above have committed such violation for at least the third time. In the event that damages are awarded pursuant to this subsection (c): (i) any Team found to have committed such a violation for the first time shall be jointly and severally liable for two (2) times the amount of compensatory damages; (ii) any Team found to have committed such a violation for at least the second time shall be jointly and severally liable for three (3) times the amount of compensatory damages; and (iii) any Team found to have committed such a violation for at least the third time shall, in addition, pay a fine of five hundred thousand dollars (\$500,000).

**Section 10. Payment of Damages.**

In the event damages are awarded pursuant to Section 9 above, the amount of compensatory damages shall be paid to the injured player or players. The amount of non-compensatory damages, including any fines, shall be paid to the Players Association, which may use it for any purpose other than to pay it to any player who has received compensatory damages, except that any such player may receive some portion of a non-compensatory damage award as part of a proportional distribution to Players Association members.

**Section 11. Effect of Damages on Salary Cap.**

In the event damages are awarded pursuant to Section 9 above, the amount of non-compensatory damages, including any fines, will not be included in any of the computations described in Article VII of this Agreement. The amount of compensatory damages awarded will be included in such computations.

**Section 12. Contribution.**

Any Team found liable under Section 1 above shall have the right to seek contribution from any other Team found liable for the same violation in a proceeding before the Commissioner who shall determine what contribution, if any, is fair and equitable. The Commissioner's determination with regard to contribution shall be final and binding upon and unappealable by any Team. A contribution determination by the Commissioner may be appealed by the Players Association to the Arbitrator, except that if such a determination involves fewer than four (4) Teams found to have committed a violation of Section 1 above and allocates damages equally among the Teams found liable, there shall be no appeal to the Arbitrator. In the event of a contribution determination by the Commissioner, the WNBA shall provide the Players Association with the data and information that the Commissioner used or relied upon in making her determination. Any contribution determination appealed by the Players Association to the Arbitrator shall be upheld unless it is clearly erroneous.

**Section 13. No Reimbursement.**

Any damages awarded pursuant to Section 9 above must be paid by the individual Teams found liable and those Teams may not be reimbursed or indemnified by any other Team or the WNBA, except to the extent of any award of contribution made pursuant to Section 12 above.

**Section 14. Costs.**

In any action brought for an alleged violation of Section 1 above, the Arbitrator shall order the payment of reasonable attorneys' fees by any party found to have brought such an action or to have asserted a defense to such an action without any reasonable basis for asserting such a claim or defense.

**Section 15. Termination of Agreement.**

(a) The Players Association shall have the right to terminate this Agreement under the following circumstances:

(i) Where there has been a finding or findings of one (1) or more instances of a violation of Section 1 above with respect to any one WNBA Season which, either individually or in total, involved four (4) or more Teams and caused injury to four (4) or more players; or

(ii) Where there has been a finding or findings of one (1) or more instances of a violation of Section 1 above with respect to any two (2) consecutive WNBA Seasons which, either individually or in total, involved five (5) or more Teams and caused economic injury to five (5) or more players. For purposes of this Section 15(a)(ii), a player found to have been injured by a violation of Section 1 above in each of two (2) consecutive Seasons shall be counted as an additional player injured by such a violation for each such WNBA Season; or

(iii) Where, in a proceeding brought by the Players Association, it is shown by clear and convincing evidence that six (6) or more Teams have engaged in a violation or violations of Section 1 above, causing economic injury to one or more WNBA players. In order to terminate this Agreement pursuant to this subsection (a)(iii) and subsection (b) below:

(1) the proceeding must be brought by the Players Association; and

(2) the WNBA and the Arbitrator must be informed at the outset of any such proceeding that the Players Association is proceeding under this subsection (a)(iii) for the purpose of establishing its entitlement to terminate this Agreement.

(b) To execute a termination, pursuant to this Section 15, the Players Association must serve upon the WNBA written notice of termination within thirty (30) days after the Arbitrator's report finding the requisite conditions becomes final. In the absence of an Arbitrator, the Players Association shall have the option to execute such a termination by serving upon the WNBA written notice of such termination within thirty (30) days after any decision by a court finding the requisite conditions. In the latter situation, if the finding of the court is reversed on appeal, the Agreement shall be immediately reinstated and both parties reserve their rights with respect to any conduct by the other party during the period from the date of service of the termination notice to the date upon which the Agreement was reinstated. If the Players Association exercises the right accorded it by this Section 15, this Agreement shall terminate immediately following the service of the termination notice, unless the service of the termination notice occurs during the period February 1 through October 29, in which case this Agreement shall terminate on the immediately following October 30.

**Section 16. Discovery.**

(a) In any of the actions described in this Article XVI, the Arbitrator shall grant reasonable and expedited discovery upon the application of any party where, and to the extent, he or she determines it is reasonable to do so. Such discovery may include the production of documents and the taking of depositions.

(b) Notwithstanding Section 16(a) above, the Players Association and the WNBA shall each have the right to obtain discovery upon request in any three (3) proceedings

brought under this Article XVI during the term of this Agreement. The scope and extent of such discovery shall be determined by the Arbitrator.

**Section 17. Time Limits.**

Any action under Section 1 above must be brought within ninety (90) days of the time when the player or the Players Association knows or reasonably should have known that she had a claim, or within ninety (90) days of the start of the WNBA Season in which a violation of Section 1 above is claimed, whichever is later. In the absence of an Arbitrator, the complaining party shall file such claim for breach of this Agreement pursuant to Section 301 of the Labor Management Relations Act in the U.S. District Court for the Southern District of New York. Any party alleged to have violated Section 1 shall have the right, prior to any proceedings on the merits, to make an initial motion to dismiss any complaint that does not comply with the timeliness requirement of this Section 17.

## ARTICLE XVII

### TRAINING AND VETERAN CAMPS

#### **Section 1. Training Camp.**

(a) Training camps will open on a date specified by the Commissioner that will not be more than thirty (30) days before the first day of the Regular Season and shall not start earlier than April 1. Prior to each WNBA Regular Season, the WNBA shall advise the Players Association of the expected start date (“Expected Start Date”) of the training camp for the following WNBA Regular Season. If the actual start date for any training camp beginning with the 2026 training camp commences earlier than the date that is one (1) week prior to the applicable Expected Start Date, then the Additional Unpaid Team Promotional Appearance penalty for a player missing all or any part of the first seven (7) days of training camp pursuant to Article XIV, Section 8, shall not be applicable for such training camp.

Players invited to attend training camp will receive a meal expense allowance as set forth in Article XI, Section 4, housing accommodations as set forth in Article XI, Section 1, and reimbursement for any transportation expenses actually incurred from their home cities (provided such expenses are documented to the Team and are ordinary and reasonable).

#### **Section 2. Veteran Camp.**

The WNBA may hold a Veteran skills and conditioning camp during any Off-Season covered under this Agreement. If such a camp is held, a Veteran may participate on a voluntary basis if she is invited by the WNBA to do so. The compensation to be provided to participating players shall be limited to the prior Season’s meal expense allowance during each day of the camp as set forth in Article XI, Section 4, single hotel accommodations, and reimbursement for any transportation expenses actually incurred (provided such expenses are documented to the WNBA and are ordinary and reasonable).

## **ARTICLE XVIII**

### **OFF-SEASON PLAY**

Subject to Article XIV, Section 9, a player is free to play competitive basketball for any other professional basketball league during the Off-Season, provided that: (i) the player's Off-Season Playing Obligation does not interfere with any of her playing obligations under her Standard Player Contract, or any of her other obligations under any WNBA Marketing and Promotional Agreement or this Agreement; and (ii) the player provides prompt notice to the WNBA and/or her Team (as the case may be) in writing of her Off-Season Playing Obligation prior to the conclusion of the Regular Season that precedes the applicable Off-Season or as soon as possible thereafter. All Off-Season Playing Obligations (or summaries of such Off-Season Playing Obligations containing all material terms) must be filed with the WNBA League Office prior to the time that the player renders any services pursuant to such Off-Season Playing Obligations, provided, however, that the player may redact any financial term from such Off-Season Playing Obligations.

## ARTICLE XIX

### OFF-SEASON TOURS AND TOURNAMENTS

#### **Section 1. Participation and Compensation.**

(a) The WNBA may, during the term of this Agreement, organize a Team or Teams to participate in Off-Season games, tours or tournaments. A player shall be required to participate in any such Off-Season games, tours or tournaments if she (x) is invited by the WNBA to participate, and (y) does not have an Off-Season Playing Obligation that was disclosed to the WNBA League Office in accordance with Article XVIII and that prevents her from participating; provided, however, if such player is prevented from participating in such games, tours or tournaments because of a family emergency or as a result of a bona fide academic or occupational commitment, that, if missed, would materially impact the player's post-WNBA career opportunities, such player will be excused from participation in such games, tours or tournaments.

(b) Each player will receive the following as compensation for her participation in any Off-Season games, tours or tournaments: \$4,000 for any games, tours or tournaments that last one week, prorated as necessary to reflect any greater or lesser duration (provided, however, if such games, tours or tournaments consist of only one game, such compensation shall be \$1,500); the prior Season's meal expense allowance as set forth in Article XI, Section 4; individual hotel rooms; and reimbursement for any round-trip transportation expenses that she actually incurred for travel between her Off-Season residence and the location of the Off-Season games, tours or tournaments (provided such expenses are documented to the WNBA and were ordinary and reasonable).

**Section 2. Non-WNBA Entities.**

A player may not, without the consent of the WNBA, play in an all-star game, tour, or tournament sponsored or operated by an entity other than the WNBA (other than a tournament involving the player's national team or a team for which a player is playing pursuant to an Off-Season Playing Obligation).

## ARTICLE XX

### **PHYSICAL CONDITION, MEDICAL EXAMINATIONS AND INJURIES**

#### **Section 1. Medical Examination, Supply of Information, and Fitness of Player.**

(a) Upon the signing of a Standard Player Contract and during each training camp, a player shall submit to a complete medical examination by a physician designated by the Team (the “Physician”). Upon the signing of a Standard Player Contract, and upon the request of the Team, a player shall provide a complete prior medical history (including medical records). In addition, a player shall provide a complete prior medical history (including medical records) related to any injury sustained (or condition aggravated) while performing basketball-related services in connection with an Off-Season Playing Obligation or for an entity (e.g., national team) other than the WNBA (an “Other Team/Entity Basketball Injury”). A player shall supply complete and truthful information in response to questions posed to her with respect to her physical and mental condition in connection with any medical examinations or requests for medical information authorized by this Agreement (it being agreed that only questions reasonable and medically appropriate may be posed). With respect to any pre-season medical examination, the WNBA shall provide copies to the Players Association of any standard questionnaires and written testing protocols used by the Physician. In the event that the Players Association identifies any questions or tests that in its opinion lack probative value given the purpose of the examination, the parties will select an expert in women’s health and sports medicine (or, if unable to agree on an expert, the Medical Director) to review the questions and/or tests in question and advise the WNBA and the Players Association as to the probative value of the questions and/or tests in question. Neither the Players Association’s review, nor any review conducted by a women’s health expert or the Medical Director, of a Physician’s standard questionnaires and written testing protocols shall delay the administration of any pre-season

physical examination or obviate a player's obligation to supply complete and truthful information in response to questions posed to her.

(b) If the Physician determines that a player is not completely and unqualifiedly fit to perform all basketball-related services required of the player under this Agreement or her Standard Player Contract for reasons other than an Other Team/Entity Basketball Injury, the Team shall have the right, in its sole discretion, to suspend such player without pay until such time as, in the judgment of the Physician, the player is in sufficiently good physical condition to play skilled basketball. In the event of such suspension, the Base Salary payable to the player for any WNBA Season during which such suspension occurs shall be reduced by an amount equal to her full Base Salary multiplied by a fraction, the numerator of which shall be the number of days of the Regular Season missed as a consequence of the suspension, and the denominator of which shall be the 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.

(c) If the Physician determines that a player is not completely and unqualifiedly fit to perform all basketball-related services required of the player under this Agreement or her Standard Player Contract as a result of an Other Team/Entity Basketball Injury, the Team shall have the right, in its sole discretion, to suspend such player without pay:

(i) until such time as, in the judgment of the Physician, the player is in sufficiently good physical condition to play skilled basketball; or (ii) if the Physician determines that such lack of fitness will last beyond the first forty-two (42) days of the Season (or beyond the first twenty-eight (28) days of the Season in the event that such lack of fitness is due at least in part to a "Timed Medical Treatment"), for the entire upcoming Season. In the event of such suspension, the Base

Salary payable to the player for any WNBA Season during which such suspension occurs shall be reduced by an amount equal to her full Base Salary multiplied by a fraction, the numerator of which shall be the number of days of the Regular Season 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. Notwithstanding anything to the contrary herein, any player suspended pursuant to this Section 1(c) shall continue to receive health benefits pursuant to Article X for the duration of such suspension. For clarity, any dispute between a Team and a player regarding any suspension imposed pursuant to this Section 1(c) shall be resolved pursuant to the Grievance and Arbitration procedures contained within Article XXII, including, if applicable, through an Expedited Hearing. For the purposes of this subparagraph (c), a "Timed Medical Treatment" is medical treatment undergone by a player, or a postponement of, or declining to obtain, medical treatment, that is reasonably understood from a timing standpoint to reflect the player's prioritization of an Off-Season Playing Obligation or basketball-related service for an entity (e.g., national team) other than the WNBA over the playing services required pursuant to such player's Standard Player Contract.

**Section 2. Notice and Treatment.**

(a) A player shall promptly notify the Team's coach, trainer or physician of any illness, injury or condition contracted or suffered by her which may impair or otherwise affect her ability to play skilled basketball, including, if known, the time, place, cause and nature of such illness, injury or condition.

(b) Should a player suffer an injury or illness during the term of her Standard Player Contract, she shall submit to a medical examination and treatment by a physician designated by the Team, and such rehabilitation activities as such physician may specify. Such

examination and treatment when made at the request of the Team shall be paid for by the Team, unless such examination and/or treatment is made necessary by some act or conduct of the player contrary to the terms of this Agreement or her Standard Player Contract.

(c) A player may be subject to reasonable discipline if, without reasonable justification, she misses any required medical appointment or fails to follow rehabilitation and/or treatment instructions from a physician designated by the Team.

**Section 3. Disclosure of Medical or Health Information.**

(a) A Team physician may disclose all relevant medical information concerning a player to (i) the General Manager, coaches, and trainers of the Team by which such player is employed, (ii) any entity from which any such Team seeks to procure, or has procured, an insurance policy covering such player's life or any disability, injury or illness such player may suffer or sustain, and (iii) subject to the terms of Section 3(e) below, the media or public on behalf of the Team.

(b) Should a Team contemplate the assignment of a player's Standard Player Contract to one or more WNBA teams, the Team's physician may furnish to the physicians and General Manager, coaches, and trainers of such other team or teams (and any entity from which such other team or teams seeks to procure, or has procured, an insurance policy covering such player's life or any disability, injury or illness such player may suffer or sustain) all relevant medical information relating to the player.

(c) Subject to Section 10 below, a player who consults or is treated by a physician (including a psychiatrist) or a professional providing non-mental-health-related medical services (e.g., chiropractor, physical therapist) other than such player's Team physician or other professional designated by the Team shall give notice of such consultation or treatment to her Team's physician and shall provide her Team with all information it may request

concerning any condition that, in the judgment of Team's physician, may affect such player's ability to play skilled basketball. No Team shall discourage a player from seeking such a consultation.

(d) Subject to subsection (e) below, each Team may make public medical information relating to the players in its employ, provided that such information relates solely to the reasons why any such player has not been or is not rendering services as a player.

(e) A player or her immediate family (where appropriate) shall have the right to approve the substance, terms, and timing of any public release of medical information relating to any injuries or illnesses suffered by that player that are potentially life- or career-threatening, or that do not arise from the player's participation in WNBA games or practices.

(f) If and to the extent necessary to enable or facilitate the disclosure of medical or health information as provided for by this Section 3, a player shall execute such individual authorization(s) as may be requested by the WNBA or a Team or Teams or as may be required by health care providers who examine or treat the player.

(g) A player is entitled to her own medical records and the Team shall use best efforts to provide such information on or before two (2) business days of a player request.

#### **Section 4. Insurance.**

(a) If a player is injured during the performance of her duties under her Standard Player Contract and promptly reports that injury to the Team, the Team shall pay the player's reasonable hospitalization and medical expenses necessarily incurred as a direct result of the injury, provided that the hospital and physicians are selected by the Team (or, if selected by the player, approved in writing by the Team). The Team's obligation under this paragraph shall be reduced by any applicable workers' compensation insurance (which, to the extent permitted

by law, shall be deemed as having been assigned to the Team) and any insurance paid or payable to the player by reason of such injury.

(b) Each player shall cooperate with the Team and the WNBA regarding all insurance matters, including, but not limited to, required medical evaluations and worker's compensation claim requirements.

**Section 5. Health and Performance Screenings.**

Players shall undergo reasonable screening and baseline testing (e.g., pursuant to WNBA cardiac and concussion protocols) and, in connection with such screening and testing, shall accurately and completely answer all reasonable health questions (including, upon request, providing accurate and complete medical histories). Players additionally shall participate in any league-wide biomechanics screening and assessment program upon request and direction by the WNBA, provided that any such assessment program shall require no more than three (3) assessments for any one Season. Each player will have full access to data collected on her from any such leaguwide biomechanics screening and assessment.

**Section 6. Electronic Medical Records.**

(a) By the beginning of the 2026 Season, the WNBA will use, and require Teams to use, during the term of this Agreement, an electronic medical records system ("EMR") that will provide a secure, searchable, centralized database of player health information. To the extent health information disclosures are permitted by this Agreement (including the Standard Player Contract), such disclosures may be made via secure systems within the EMR. In addition, the EMR will: (i) allow for the WNBA (but not the Teams) to conduct player health and safety reviews; (ii) allow for authorized academic researchers to access the data (on a de-identified basis) and conduct studies designed to improve player health and broaden medical knowledge (provided that the Players Association will be provided with notice prior to any such access and

gives its consent, such consent not to be unreasonably withheld); and (iii) give players the ability to easily access their own health information and to grant access to such information to physicians of their choice both during and after their careers.

(b) To satisfy the requirement in Section 6(a)(iii) above, by no later than July 1, 2026, the WNBA shall make available a mobile app for exclusive use by players to facilitate direct access for each player to such information in the EMR. The WNBA shall also provide, upon request, the same or similar access through the app for exclusive use by former players in respect of whom the EMR contains medical information.

**Section 7. Concussion, Cardiac, and Emergency Medical Preparedness Policies.**

(a) A concussion policy designed to maximize the neurological health of players shall be in effect during the Term. The concussion policy will be reviewed and updated periodically by the WNBA.

(b) A cardiac screening policy designed to identify cardiovascular risks for players shall be in effect during the Term. The cardiac screening policy will be reviewed and updated periodically by the WNBA in conjunction with a committee of NBA and WNBA team (and other) physicians in order to keep the policy current and consistent with the evolving science of sports cardiology (the “Cardiac Advisory Committee”).

(c) A policy for response to medical emergencies designed to provide a framework for a rapid response to on-court emergencies shall be in effect during the Term. The emergency medical preparedness policy will be reviewed and updated periodically by the WNBA in conjunction with a committee of NBA and WNBA team (and other) physicians in order to keep the policy current and consistent with recommendations from organizations and experts with emergency response expertise (the “Emergency Medical Preparedness Committee”).

(d) The Players Association shall have the right to appoint one (1) representative to serve on each of the Cardiac Advisory Committee and the Emergency Medical Preparedness Committee.

**Section 8. Selection of Team Physician and Other Health Care Providers.**

Each Team has the sole and exclusive discretion to select any doctors, hospitals, clinics, health consultants, or other health care providers (“Health Care Providers”) to examine and/or treat players pursuant to the terms of this Agreement and the Standard Player Contract; provided, however, no Team will engage any Health Care Provider based primarily on a sponsorship relationship (or lack thereof) with the Team, and without considering the Health Care Provider’s qualifications (including, e.g., medical experience and credentials) and the goal of providing high quality care to all of its players. Each Team’s Health Care Provider’s primary duty in providing medical care shall be not to the Team but instead to the player-patient.

**Section 9. Requirements for Certain Team Player Health Professionals.**

(a) Each Team must secure the services of at least two (2) physicians as lead Team physicians, at least one (1) of whom must be board certified in orthopedic surgery and at least one (1) of whom must be board certified in internal medicine, family medicine, or emergency medicine. Beginning with the 2026 Season, each individual hired for the first time to perform services as a Team physician must be a duly licensed physician who as of the hiring date: (i) is board certified and fellowship trained in his/her field of medical expertise; (ii) has successfully completed a fellowship in sports medicine or has a Certification of Added Qualification (CAQ) in sports medicine (or has other “sports medicine” qualifications as the parties may agree; and (iii) has at least five (5) years of clinical experience following the completion of such fellowship or CAQ (or of such other “sports medicine” qualifications as agreed by the parties). Each individual who performs services as a Team physician additionally

must be trained and hold a current certification in Basic Life Support, Basic Trauma Life Support, Advanced Cardiac Life Support, or Advanced Trauma Life Support.

(b) Each Team must secure the services of at least one (1) athletic trainer to serve as the Head Athletic Trainer and one (1) athletic trainer to serve as an Assistant Athletic Trainer on a full-time basis. Each individual hired for the first time to perform services as an athletic trainer for a Team must as of the hiring date: (a) be certified by the National Athletic Trainers Association (“NATA”) or the Canadian Athletic Therapists Association (“CATA”) (or a similar organization as the parties may agree), and (b) hold a current certification in Basic Cardiac Life Support, Basic Trauma Life Support, Advanced Cardiac Life Support, or Advanced Trauma Life Support. Each individual hired for the first time to perform services as a Head Athletic Trainer for a Team must, as of the hiring date, have at least three (3) years of experience as an athletic trainer since he/she first received the foregoing NATA/CATA certification.

(c) Each team will be required to have a Director of Sports Medicine, and, for clarity, either of the team’s lead physicians or athletic trainers may serve in the role of Director of Sports Medicine.

(d) Each Team must secure the services of at least one (1) strength and conditioning coach on a full-time basis and designate one (1) strength and conditioning coach as the Head Strength and Conditioning Coach. Beginning with the 2026 Season: (i) each individual hired for the first time to perform services as a strength and conditioning coach for a Team must, as of the hiring date, have a degree from an accredited four-year college or university and a certification from the National Strength and Conditioning Association (“NSCA”) (which, for each individual hired for the first time beginning with the 2026 Season, must be a Registered Strength and Conditioning Coach (“RSCC”) or Certified Strength and Conditioning Specialist

(“CSCS”) certification from the NSCA) (or a similar certification from a similar organization as the parties may agree), and (ii) each individual hired for the first time to perform services as a Head Strength and Conditioning Coach for a Team must, as of the hiring date, have at least three (3) years of experience as a strength and conditioning coach since he/she first received such foregoing strength and conditioning certification. In addition, all individuals who perform services as a strength and conditioning coach for a Team must be trained and hold a current certification in Basic Life Support, Basic Trauma Life Support, Advanced Cardiac Life Support, or Advanced Trauma Life Support.

(e) Each Team must secure the services of at least one (1) physical therapist on a full-time basis. Each individual hired to perform services as a physical therapist for a Team must, as of the hiring date, satisfy any licensure or certification requirements for physical therapy services in the Team’s home market (regardless of when the physical therapist was hired by the Team).

(f) Each Team must provide players on its roster with access to at least one (1) individual who provides nutritionist or dietician services. Such individual(s) must satisfy any licensure or certification requirements for those services in the Team’s home market.

(g) Each Team must secure the services of at least one (1) massage therapist on a full-time basis. Each individual hired to perform services as a massage therapist for a Team must, as of the hiring date, satisfy any licensure or certification requirements for massage therapy services in the Team’s home market (regardless of when the massage therapist was hired by the Team).

#### **Section 10. Second Opinion.**

(a) Subject to the additional terms in subsections (c) through (f) below, a player shall have the right to receive a second medical opinion at the Team’s expense regarding

the course of treatment for an injury, illness, or other medical condition that resulted from providing basketball services for the Team and either (i) has prevented the player from participating in a pre-season, Regular Season, or playoff game for two (2) weeks or more; (ii) in the opinion of the Team physician, is more likely than not to prevent the player from being able to participate in a WNBA game for two (2) weeks or more; (iii) in the opinion of the Team physician will not be significantly aggravated by the player continuing to participate in WNBA games when the player reasonably believes that continued participation will significantly aggravate her injury, illness, or other medical condition; (iv) results in direction from the Team physician that the player should undergo surgery; or (v) results in direction from the Team physician that the player should not undergo surgery when the player reasonably believes that surgery is necessary. The foregoing will not limit a player's ability to obtain a second medical opinion in circumstances other than those set forth in (i)-(v) above, provided that the Team will not be obligated to pay for or consider any such second opinion.

(b) Subject to securing agreement from the NBA and NBPA, each year the WNBA will make available to the Players Association the list maintained and published annually by the NBA and NBPA pursuant to Article XXII, Section 10(b) of the NBA/NBPA CBA (the "Second Opinion List") of medical specialists (by specialty and by geographic region in the United States), to provide players with second medical opinions.

(c) Prior to obtaining a second opinion, a player shall notify the Team in writing of her decision to seek such second opinion, the name of the physician who will be performing the evaluation (the "Second Opinion Physician"), and the date and location of the evaluation. Upon receiving such notice and prior to the player's evaluation, the Team will make available to the Second Opinion Physician relevant medical information regarding the player.

(d) If, pursuant to subsections (a) and (c) above, a player obtains a second opinion from a physician on the Second Opinion List, the Team shall pay the medical costs associated with the second opinion, provided such cost is reasonable for the consultation and not otherwise covered by the player's insurance.

(e) In connection with obtaining a second opinion from a Second Opinion Physician pursuant to subsections (a) and (c) above, a player may not be absent from the Team for an unreasonable period of time or miss any games without authorization of the Team.

(f) If the Second Opinion Physician provides the Team with a written opinion, and the player has otherwise complied with this section, the Team will be required to consider the second opinion in connection with diagnosis or treatment. For clarity, nothing in this Section 10 shall be construed to alter or limit in any way the rights of any Team or the obligation of any player under this Agreement or Standard Player Contract.

**Section 11. Fitness-to-Play.**

(a) (i) The parties shall establish panels of physicians (each a "Fitness-to-Play Panel") for the purpose of determining, as set forth in this Section 11, whether players with potentially life-threatening injuries, illnesses or other medical conditions (or any of the foregoing that have the potential to result in paralysis or other permanent spinal injury) are medically able and medically fit to practice and play basketball in the WNBA. Each Fitness-to-Play Panel shall consist of one (1) physician appointed by the WNBA, one (1) physician appointed by the Players Association, and one (1) physician appointed by agreement of the first two (2) physicians. Each member of each Panel shall: (i) be board certified and fellowship trained in his/her field of medical expertise; (ii) be a specialist in the subject matter of the applicable Fitness-to-Play Panel; and (iii) have at least ten (10) years of post-fellowship clinical experience.

(ii) Notwithstanding the foregoing requirements in subsection (a)(i) above, a player's personal physician and/or any physician who has examined or treated the player's injury, illness, or other medical condition giving rise to the Fitness-to-Play Panel (each, a "Player's Personal Physician") is prohibited from serving on such Panel. However, the Player's Personal Physician will be given the opportunity to provide an opinion or information to the Panel and in making its determination, the Panel shall be required to consider any information timely provided to the Panel by a Player's Personal Physician.

(iii) Each Panel will operate by majority vote, including but not limited to its fitness to play determinations. Once appointed, each physician on a Fitness-to-Play Panel shall be included on such Panel for the duration of this Agreement, unless either the WNBA or the Players Association has, by October 1 of any year covered by this Agreement, served written notice to the other party that a physician has been removed from such Panel. A party may not remove the physician that the other party appointed to a Fitness-to-Play Panel. In the event that either party removes a physician from a Fitness-to-Play Panel pursuant to the foregoing, such removal shall be effective immediately, provided that, unless otherwise agreed to by the parties, a physician will continue to serve on the Fitness-to-Play Panel in respect of any determination on a player's injury, illness, or medical condition that has been referred to the Panel but for which the Panel has not yet issued its written determination.

(b) If the WNBA, a Team, or the Players Association has been advised by a physician that a player is medically unable and/or medically unfit to perform her duties as a professional basketball player as a result of a potentially life-threatening injury, illness or other medical condition and/or that performing such duties would create a materially elevated risk of death, paralysis, or other permanent spinal injury for the player, then the WNBA, a Team, or the

Players Association may refer the player to a Fitness-to-Play Panel by making such a referral in writing to the player and to the WNBA, Team, and Players Association, as applicable. Once so referred, the player will not be permitted to play or practice in the WNBA until she is cleared to do so by the Panel as set forth below.

(c) (i) Upon the referral described in subsection (b) above, the Panel will be provided with all medical information in the player's medical file that any member of the Panel deems relevant to the injury, illness or other medical condition for which the player was referred. The Panel will review the player's injury, illness or other medical condition (which review shall include an in-person examination of the player by each member of the Panel unless such member determines that an examination by him/her would serve no useful purpose). Upon conclusion of its review, the Panel shall provide a report to the WNBA, the player's Team, and the Players Association setting forth its determination and the reasons therefor.

(ii) The determination to be made by the Panel is whether, in the panel's reasonable medical judgment and experience, and having considered current medical knowledge and the best available objective evidence: (x) the player is medically able and medically fit to perform her duties as a professional basketball player; and (y) performing such duties would not create a materially elevated risk of death, paralysis, or other permanent spinal injury for the player. Where there are authoritative medical guidelines on fitness for athletic participation and a particular injury, illness or other medical condition (e.g., the American Heart Association/American College of Cardiology Scientific Statements on Eligibility and Disqualification – Recommendations for Competitive Athletes with Cardiovascular Abnormalities), the Panel will consider such guidelines in making its determination.

(iii) Subsequent to the player being referred to a Fitness-to Play-Panel, and prior to the Panel's review of the player's injury, illness or other medical condition, the player (on behalf of herself and her heirs and assigns) shall be required to sign a release and covenant not to sue agreement in the form agreed upon by the parties; provided that this agreement shall not apply to any claim of medical malpractice against a Team-affiliated physician or any physician retained by the WNBA/Players Association for the medical evaluation process.

(d) In the event that the Fitness-to-Play Panel determines that the player is medically able and medically fit to play professional basketball pursuant to the standard in subsection (c) above: (i) the player will be required to sign an informed consent and assumption of risk agreement in the form agreed upon by the parties before she is able to play or practice in the WNBA; and (ii) upon satisfying the prior clause, shall be deemed at that time medically able and fit to play basketball in the WNBA and permitted to do so.

(e) If the Fitness-to-Play Panel does not determine that the player is medically able and medically fit to play professional basketball pursuant to the standard in subsection (c) above, the WNBA, a Team, or the Players Association may again refer the player to the Fitness-to-Play Panel beginning on the later of the first day of the Season that begins immediately following the date on which the Panel issued its report or nine (9) months after such date. The party making such referral must have been advised in writing by a physician that there have been materially changed circumstances since the Panel issued its report (e.g., medical advances or a material change in the player's medical condition) such that the Panel should reconsider its determination. If a player is referred under this subsection (e), the Fitness-to-Play Panel shall be

comprised of the same members that reviewed and determined the player's initial referral, provided that the physicians on such panel are available.

(f) Nothing in this Section 11 shall obligate a Team to permit a player to play or practice for the Team, even if a Fitness-to-Play Panel determines that the player is medically able to do so. If the Team disagrees with the Fitness-to-Play Panel's conclusion and refuses to permit the player to play and practice with the Team due to the injury, illness, or other medical condition for which the player was referred to the Fitness-to-Play Panel, then the Team will be required, within forty (40) days of the Panel's issuance of its report (the "Evaluation Period"), to either trade the player, agree to amend the player's contract in accordance with Article V, Section 3 of this Agreement, or waive the player pursuant to Article V, Section 6(b); provided, however, that the foregoing shall not apply to any player who is in the last year of her Contract (excluding any Option Year) at the time that the Panel provides its report to the WNBA, the player's Team, and the Players Association pursuant to Section 11(c)(i) above. During the Evaluation Period, the player, shall cooperate with the Team in connection with the Team's efforts to evaluate the player's injury, illness or other medical condition, including by, among other things, in a prompt and diligent manner supplying all information requested of her, completing medical forms, and submitting to all examinations, tests and workouts requested of her by or on behalf of the Team.

(g) If a player referred to a Fitness-to-Play Panel satisfies the waiting period set forth in Article VII, Section 2(f) of this Agreement at the time of such referral (or any time thereafter prior to the Panel issuing its report), then the Team may request that such Panel, acting by majority vote, also serve as the physician described in Article VII, Section 2(f) of this

Agreement, and accordingly provide in the Panel's report a determination for the purposes of Article VII, Section 2(f) of this Agreement.

(h) The costs associated with the Fitness-to-Play Panels will be borne equally by the WNBA and the Players Association.

**Section 12. Mental Health.**

The parties hereto agree on the importance of providing players with robust mental health resources and will, among other initiatives, direct the Medical Director to, if requested by a player, facilitate a referral to a mental health provider in the player's Team's home market and will advise the players each Season of their ability to obtain such a referral. By the first day of each Season, the Medical Director will provide the WNBA and the Players Association with a list of at least one (1) or two (2) independent mental health providers in each Team's home market.

**Section 13. Wearables.**

(a) The parties will establish a committee to determine matters related to the use of wearables and the implementation of a wearables program (the "Wearables Committee"). The Wearables Committee will consist of no more than two (2) representatives appointed by the WNBA and an equal number of representatives appointed by the Player Association, and one (1) representative jointly appointed by the WNBA and the Players Association. The Wearables Committee will discuss, among other things, training for players and staff, data security, access and retention, use of derivative data, and emerging technologies. The Wearables Committee shall remain constituted for the duration of this Agreement.

(b) "Wearables" shall mean a device worn by an individual that measures movement information (such as distance, velocity, acceleration, deceleration, jumps, changes of direction, and player load calculated from such information and/or height/weight), physiological

information (such as heart rate, heart rate variability, skin temperature, blood oxygen, hydration, lactate, and/or glucose), or other health, fitness, and performance information.

(c) During the 2026 and 2027 Seasons, players will be permitted to use, on a voluntary basis, an approved Wearable during games. Beginning with the 2028 Season, the WNBA will be permitted to require players to use approved Wearables. The Wearables Committee will be tasked with ensuring readiness for such required use.

(d) Any commercial use of the data collected from an approved Wearable (other than in connection with the broadcast of WNBA games) will require prior approval of the Players Association, which shall not be unreasonably withheld.

(e) Any data collected from an approved Wearable may not be used, discussed, alluded to or referenced, or relied upon by WNBA Teams in player contract negotiations.

(f) No physiological, nor biometric data collected by approved Wearables shall be commercialized without prior approval of the Players Association.

#### **Section 14. Vaccination Education and Recommendations.**

The WNBA and the Players Association shall, at least annually, jointly recommend, and issue educational materials to players regarding, the health benefits of certain vaccinations (i.e., as of the effective date of this Agreement, COVID-19, measles, mumps, and rubella (MMR), influenza, tetanus and pertussis, varicella (chicken pox), Hepatitis B and the meningococcal vaccine, and any other vaccinations as agreed by the parties based on public health recommendations).

#### **Section 15. WNBA Draft Combine.**

As soon as practicable following the execution of this Agreement, the WNBA and the Players Association will form a committee (the “Combine Committee”), which will consist

of no more than two (2) representatives appointed by the WNBA and an equal number of representatives appointed by the Player Association, and one (1) representative jointly appointed by the WNBA and the Players Association. The Combine Committee will explore key issues related to a Draft Combine (e.g., parameters for operating a Draft Combine, including timing, location, staffing). The Combine Committee will meet on a quarterly basis to discuss these issues and, no later than January 31, 2027, issue a recommendation and report. The Combine Committee shall remain constituted for the duration of this Agreement. In the event that the WNBA organizes and operates a Draft Combine or similar event for teams to collect relevant information on draft-eligible players:

(a) All draft-eligible players invited by the WNBA will be required to attend and fully participate in the medical/health (including medical history information, testing, and examinations) and team interview components of the Draft Combine (the “Combine Components”).

(b) Notwithstanding the foregoing requirement, a player can be excused from attending one (1) or more days of the Draft Combine due to a reasonable excuse, as reasonably determined by the WNBA (e.g., family tragedy, birth of a child, playing with a FIBA club that is still in season at the time of the Draft Combine). Any such player may be required subsequently to complete, prior to the date of the Draft, Combine Components as reasonably determined by the WNBA in consultation with the Players Association (e.g., via individual assessments and examinations arranged by the WNBA).

(c) The information gathered from players’ health and performance Combine Component set forth in subsection (a) above shall be made available to all Teams after it is gathered by the WNBA. Beginning on the day after the conclusion of the Draft, Teams will no

longer have access to such information for any player whom a Team did not select in the Draft (or whose Draft rights the Team does not hold).

(d) Nothing in this Section 15 shall limit the right of the WNBA, the Players Association, or a Team to refer a player eligible for a Draft, prior to that year's Draft, to a Fitness-to-Play Panel, in accordance with Article XX, Section 11 of this Agreement, if advised by a physician that the player is medically unable and/or medically unfit to perform her duties as a professional basketball player as a result of a potentially life-threatening injury, illness, or other medical condition and/or that performing such duties would likely create a materially elevated risk of death, paralysis, or other permanent spinal injury for the player. In any such case, the fact that the player was referred, the Panel's determination, and all medical information in the player's medical file that any member of the Panel deemed relevant to the injury, illness, or other medical condition for which the player was referred shall be made available to all Teams following the Panel's determination.

#### **Section 16. Facility Standards.**

(a) **Practice Facilities.**

(i) Each Team is required to provide players with access to a practice facility during the Season that (by no later than the start of the 2028 Season for requirements (b)-(f) below): (a) complies with reasonable safety standards established by the WNBA; (b) includes a locker room with a sufficient number of bathrooms, showers, and lockers that is available for the exclusive use of the Team; (c) includes a WNBA regulation basketball court that is available on a private and exclusive basis for the Team during its scheduled use; (d) includes a separate weight room and cardio area that is available on a private and exclusive basis for the Team during its scheduled use; (e) includes a separate medical/treatment room with necessary accoutrements for professional basketball players that is available on a private and exclusive

basis for the Team during its scheduled use; and (f) includes a designated, non-public, secure, and hygienic area for meals. With respect to requirements (c)-(e) above, Teams are required to schedule private and exclusive use of such areas for periods of time appropriate for the training and support of elite professional athletes, with the understanding that some Team practice facilities will continue to be shared, at times not scheduled for the player's private and exclusive use, with other professional sports teams and made available, on occasion, for community or commercial use (e.g., for youth tournaments).

(ii) Notwithstanding the foregoing, for the 2027 Season, Teams will make reasonable efforts to comply with as many of the requirements set forth in subsections (a)(i)(b)-(f) above as reasonably possible. Beginning with the 2028 Season, a Team that fails to comply with the requirements set forth in subsection (a)(i) above will be subject to appropriate discipline by the WNBA. For clarity, it will not be a violation of the requirements set forth in subsection (a)(i) above if a Team's failure to comply by the start of the 2028 Season is the result of a construction delay or other delay that is out of the Team's reasonable control.

**(b) Family Rooms.**

By no later than the start of the 2027 Season, all Teams are required to provide a safe and secure "family room" at the Team's home arena for use by the players' families during home games.

**(c) Nursing Rooms.**

Each Team will provide nursing mothers with (a) comfortable, safe, and private accommodations (other than a bathroom) that are shielded from view and free from intrusion and (b) access to refrigeration for breastmilk.

## ARTICLE XXI

### ANTI-DRUG PROGRAM

#### **Section 1. Terms and Provisions of Program.**

The terms and provisions of the Anti-Drug Program, as agreed upon by the WNBA and the Players Association, are set forth in Exhibit 2 of this Agreement.

#### **Section 2. Interpretation.**

It is intended that the Anti-Drug Program be in conformance with the Americans with Disabilities Act and all other applicable state and local laws and, if there is found to be a conflict, the Program shall be interpreted or applied to conform to such laws.

## ARTICLE XXII

### GRIEVANCE AND ARBITRATION

**Section 1. Scope.**

Except for disputes involving the interpretation of, application of, or compliance with Article VI, Article VII, Article XII, Article XIII, Article XV, and Article XVI, which shall be resolved exclusively in accordance with the procedures set forth in Article XXIII, any dispute (hereinafter a “Grievance”) involving the interpretation of, application of, or compliance with the provisions of this Agreement, the provisions of a Standard Player Contract (except as provided in paragraph 12 of a Player Contract), including a dispute concerning the validity of a Player Contract, and/or a WNBA Marketing and Promotional Agreement shall be resolved exclusively in accordance with the procedures contained in this Article.

**Section 2. Grievances with Respect to Discipline Imposed for On-Court Conduct.**

All Grievances involving the imposition of discipline upon a player with respect to on-court conduct shall be resolved exclusively as follows:

**(a) Exclusive Jurisdiction.**

The Commissioner or her designee shall have exclusive jurisdiction over all on-court conduct. If disciplined for on-court conduct, the player or the Players Association (acting on her behalf) shall have the right to appeal such discipline only to the Commissioner. The decision of the Commissioner or her designee shall be final and binding.

**(b) Appeal Procedure.**

A player who has been disciplined for on-court conduct (or the Players Association on her behalf) may initiate an appeal from the imposition of such discipline by delivering a Notice of Appeal by email (with the original promptly sent by mail) or certified or overnight mail to the WNBA League Office (Attn: Commissioner) within twenty (20) 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 player 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 Base Salary. If a decision rendered by the Commissioner or her 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 WNBA League Office shall set a hearing date and time and communicate such information to the player, the player's Team, and the Players Association. All hearings will be held at the WNBA's League Office in New York City or, at the player'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 Hearing Officer shall be the Commissioner or her 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. The decision of the Hearing Officer shall be final and binding.

**Section 3. Grievances Not Involving On-Court Conduct.**

All Grievances involving matters other than on-court conduct shall be resolved exclusively as follows:

**(a) Player Discipline Grievances.**

Grievances with respect to player discipline not involving on-court conduct (that exceed the threshold amounts set forth in Section 8 below) shall be resolved pursuant to the arbitration procedures set forth in Section 4 below.

**(b) Grievances Not Involving Player Discipline.**

(i) Grievances not involving player discipline may be initiated by the Players Association, a player, a Team, or the WNBA, as the case may be, by delivering a written Grievance Notice to the opposing party within thirty (30) days of the date of the occurrence or non-occurrence upon which the Grievance is based, or within thirty (30) days of the date on which the facts of the matter became known or reasonably should have become known to the party initiating the Grievance, whichever is later. Such Grievance Notice shall include the date and a brief description of the issue in dispute. All Grievance Notices may be delivered by email (with the original promptly sent by mail) or certified or overnight mail; if delivered to the WNBA League Office, must be addressed to the attention of the Commissioner; and shall be deemed delivered when they are actually sent.

(ii) Within fourteen (14) days following delivery of the Grievance Notice, the party initiating the Grievance must request in writing a meeting (in person or by telephone) (“Grievance Meeting”) with the party or parties against whom the Grievance was initiated in an attempt to settle it. Unless the parties agree otherwise, a meeting shall be scheduled within ten (10) days of the written request.

(iii) If the parties are unable to resolve the Grievance at the Grievance Meeting, the Players Association, the WNBA, the Team or player(s) may initiate an arbitration pursuant to the procedures set forth in Section 4 below.

**Section 4. Arbitration Procedures.**

(a) **Initiation of an Arbitration.**

(i) Player Discipline Grievances.

Player discipline arbitrations may be initiated by the player or the Player's Association by the delivery of an Arbitration Notice to the WNBA (addressed to the attention of the Commissioner) and any Team involved within twenty (20) days of the date upon which the player first received notice of the discipline, except that the Players Association may not institute an arbitration without the approval of the player(s) concerned. All Arbitration Notices may be delivered by email (with the original promptly sent by mail) or certified mail or overnight mail; and shall be deemed delivered when they are actually sent.

(ii) Grievance Not Involving Player Discipline.

Arbitrations not involving player discipline may be initiated by delivering a Notice of Arbitration to the opposing party (or parties) and the WNBA (addressed to the attention of the Commissioner) within ten (10) days after the Grievance Meeting. All Arbitration Notices may be delivered by email (with the original promptly sent by mail) or certified mail or overnight mail; and shall be deemed delivered when they are actually sent.

(b) **Appointment and Replacement of Arbitrator.**

The parties to this Agreement shall agree upon the appointment of an Arbitrator, who shall serve for the duration of this Agreement; provided, however, that as of November 1, 2026, and as of each successive November 1 hereunder, either of the parties to this Agreement may discharge the Arbitrator by serving thirty (30) days' prior written notice upon him or her

and upon the other party to this Agreement; and provided, further, that as of the August 1 of the last Season covered by this Agreement, either of the parties may discharge the Arbitrator by serving thirty (30) days' written notice upon him or her and upon the other party to this Agreement. An Arbitrator as to whom a notice of discharge has been served shall continue to have jurisdiction only with respect to (i) Grievances as to which a hearing has been commenced or scheduled for a date certain and (ii) Grievances filed within the thirty (30) day period preceding the service of a notice of discharge; provided, however, that a hearing with respect to Grievances referred to in this subsection (ii) must commence no later than thirty (30) days following the effective date of the Arbitrator's discharge. If the Arbitrator is discharged (or resigns), the parties shall agree upon a successor Arbitrator. In the absence of such agreement, the parties shall jointly request the International Institute for Conflict Prevention and Resolution (the "CPR Institute") (or such other organization(s) as the parties may agree upon, including the American Arbitration Association) to submit to the parties a list of eleven (11) attorneys, none of whom shall have, nor whose firm shall have, represented within the past five (5) years any professional athletes; agents or other representatives of professional athletes; labor organizations representing athletes; sports leagues, governing bodies, or their affiliates; sports teams or their affiliates; or owners in any professional sport. If, within seven (7) days from the receipt of such list, the parties fail to agree upon the selection of an Arbitrator from among the names on such list, they shall return that list, with up to five (5) names deleted therefrom by each party, to the CPR Institute (or such other organization as the parties may have agreed upon), and the CPR Institute (or such other organization) shall choose a new Arbitrator from the names remaining on such list.

(c) **Hearing Date.**

(i) Upon at least thirty (30) days' written notice to the other side, the WNBA and the Players Association may arrange to have a hearing scheduled on a date that is mutually convenient to the parties to the dispute, the WNBA, the Players Association, and the Arbitrator; provided, however, that if the WNBA and the Players Association cannot agree on a hearing date, the Arbitrator shall set a reasonable hearing date that follows the expiration of the 30-day notice period. Only the WNBA and the Players Association may schedule hearings before the Arbitrator.

(ii) Notwithstanding the provisions of Section 4(c)(i) above, during each Salary Cap Year covered by this Agreement, the Players Association and the WNBA shall each have the right, upon a showing of need, to have two (2) Grievances scheduled for hearing on or after the seventh business day following service of the notice provided for by Section 4(c)(i) above (an "Expedited Hearing"); provided that, if either party has exhausted its two (2) Expedited Hearings for the relevant Salary Cap Year, such party shall be entitled to a third Expedited Hearing, solely with respect to a dispute (involving one or more players) arising under Article XIV, Section 9.

(iii) If a Grievance is scheduled for hearing under this Section 4(c) and the hearing date is thereafter postponed at the request of either the WNBA or the Players Association, the postponement fee (if any) of the Arbitrator will be borne by the party requesting the postponement unless that party objects and the Arbitrator finds that the request for such postponement was for good cause. Should good cause be found, the parties will share any postponement fee equally.

(iv) In any Grievance matter, neither the WNBA nor the Players Association may request or be granted more than one (1) postponement of a hearing previously scheduled. If a party which has been granted a postponement of a hearing fails to attend a subsequently scheduled hearing in the same Grievance matter, the Grievance shall be deemed to have been decided against that party.

(v) If a hearing of a Grievance has not been scheduled to take place within one (1) year of the filing of the Grievance, or, in the circumstance where the initial date set for the hearing has been postponed, if a hearing in that Grievance is not scheduled to take place within two (2) years from initiation of the filing of the Grievance, then the Grievance shall be dismissed with prejudice.

(vi) For purposes of computing time under this Section 4, the time shall be tolled during any period when there is no Arbitrator or when the grieving party has been unable to schedule a hearing (after making reasonable efforts to do so) because the Arbitrator is unavailable.

(d) **Procedure.**

Hearings before the Arbitrator shall be held in New York (alternating between the WNBA and Players Association offices). Hearings shall be conducted in accordance with the Labor Arbitration Rules of the American Arbitration Association.

(e) **Costs.**

Subject to Section 4(c)(iii) above, the fees and expenses of the Arbitrator shall be borne equally by all parties to the arbitration, but all other costs (travel, etc.), including costs associated with witnesses, shall be paid by the party incurring such costs.

**Section 5. Arbitrator's Decision and Award.**

(a) The Arbitrator shall issue a written decision (to be delivered to all parties) within thirty (30) days following the conclusion of the hearing (or thirty (30) days after the filing of the last post-hearing brief). The decision and award (if any) of the Arbitrator will constitute full, final and complete disposition of the Grievance and will be binding upon the player, the Players Association, the player's Team, and the WNBA.

(b) With respect to the provisions of this Article XXII, in addition to such other limitations as may be imposed on the Arbitrator by this Agreement, the Arbitrator shall have jurisdiction and authority only to: (i) interpret, apply, or determine compliance with the provisions of this Agreement; (ii) interpret, apply or determine compliance with the provisions of Standard Player Contracts and WNBA Marketing and Promotional Agreements; (iii) determine the validity of Standard Player Contracts; (iv) award damages in connection with a proceeding provided for in Section 6 below; (v) resolve controversies or claims arising out of or relating to the License Agreement; (vi) award declaratory relief in connection with a proceeding initiated by the WNBA to determine whether it may properly terminate a Player Contract and what, if any, liability it would incur as a result of such termination; and (vii) resolve disputes arising under Article XXI and Exhibit 2 of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement or the Standard Player Contract, the Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement (including the provisions of this subsection), the License Agreement, any Standard Player Contract, or any WNBA Marketing and Promotional Agreement.

**Section 6. Disputes with Respect to Players Under Contract Who Withhold Playing Services.**

In addition to any other rights the WNBA and/or a Team may have under contract or law, including those under paragraph 12 of a Standard Player Contract, the WNBA and/or a Team may recover damages in a proceeding before the Arbitrator when a player who is party to a Player Contract fails or refuses to render the services called for under such Player Contract. In any such proceeding, where the Arbitrator determines that damages are continuing to accrue at the time of the hearing, the Arbitrator shall award such damages (if any) as the WNBA and/or a Team has by then sustained, and the hearing shall remain open to enable the submission of proof on the issue of continuing damages.

**Section 7. Injury Grievances.**

(a) If a party to a dispute arising under Article XX, Section 1(c) of this Agreement so elects, the WNBA and the Players Association shall agree upon a neutral physician or (in the absence of such agreement) jointly request that the President of the American College of Orthopedic Surgeons (or such other similar organization as the WNBA and the Players Association agree may be most appropriate to the issues in dispute) designate a physician who has no relationship with any party covered by this Agreement who shall, for purposes of the dispute, serve as an independent medical expert and consultant to the Arbitrator; it being understood that any such election made in connection with an Expedited Hearing, may result in a slight delay (as determined by the Arbitrator) to the Expedited Hearing date. Such independent medical expert shall conduct a physical examination of the player; review such medical records and reports relating to the player that bear on the issues in dispute; and prepare a written report of the player's medical condition, which report shall address any specific medical questions submitted to the independent medical expert by joint agreement of the parties or by the

Arbitrator. Any reports, opinions, or conclusions of the independent medical expert shall be provided in writing to the parties in advance of any hearing scheduled pursuant to Section 4(c) above. The opinions and conclusions of the independent medical expert shall be accorded such weight as the Arbitrator deems appropriate. The fees and costs of the independent medical expert shall be borne equally by both sides.

(b) During the course of any arbitration proceeding, the Arbitrator may, by appropriate process, require any person (including, but not limited to, a Team and a Team physician, and a player and any physician consulted by such player) to provide to the player or that player's Team, as the case may be, all medical information in the possession of any such person relating to the subject matter of the arbitration.

**Section 8. Threshold Amounts.**

No player discipline Grievance shall be subject to arbitration unless: (i) in the case of player discipline administered by a Team, the player has been fined, or suspended with a loss of Base Salary of, more than \$1,000; or (ii) in the case of player discipline administered by the WNBA, the player has been fined, or suspended with a loss of Base Salary of, more than \$1,500. Except as provided in Sections 2 and 3, all other Team or WNBA-administered player discipline shall be final and binding at the time administered.

**Section 9. Other.**

(a) Each of the time limits set forth herein may be extended by mutual agreement of the WNBA and the Players Association.

(b) In any meeting or hearing provided for by this Article, a player may be accompanied by a representative of the Players Association and/or a legal representative, who, in each case, may participate in any such meeting or hearing and represent the player. In any meeting or hearing, the WNBA and any Team involved may attend and be accompanied by a

representative who may participate in such meeting or hearing and represent the WNBA and any such Team.

(c) The parties recognize that a player may be subjected to disciplinary action for just cause by the WNBA or the player's Team. Therefore, in Grievances regarding discipline, the issue to be resolved shall be whether there has been just cause for the penalty imposed.

(d) Nothing contained herein shall excuse the player from prompt compliance with any discipline imposed upon her. If discipline imposed upon a player is determined to be improper by a final disposition under this Article XXII, the player shall promptly be made whole.

(e) Nothing contained in this Article XXII shall be deemed to limit or impair the right of the WNBA or any Team to impose discipline upon a player(s) or to take any other action not inconsistent with the provisions of a Player Contract or this Agreement.

## ARTICLE XXIII

### **PROCEDURES FOR THE RESOLUTION OF DISPUTES UNDER ARTICLES VI, VII, XII, XIII, XV, AND XVI**

#### **Section 1. Authority of Arbitrator.**

Disputes involving the interpretation of, application of, or compliance with Article VI, Article VII, Article XII, Article XIII, Article XV, and Article XVI shall be resolved by the Arbitrator appointed pursuant to the provisions of Article XXII, Section 4(b), exclusively in accordance with the procedures set forth in this Article XXIII.

#### **Section 2. Initiation.**

(a) Either the WNBA or the Players Association may initiate a proceeding under this Article by filing a written notice thereof with the Arbitrator and serving a copy of such notice on the other party. Except as otherwise provided by Article XVI, Section 5, a proceeding under this Article may be initiated only by the WNBA or the Players Association.

(b) A proceeding under this Article must be initiated within ninety (90) days from the date of the act or omission upon which the claim asserted is based, or within ninety (90) days from the date upon which such act or omission became known or reasonably should have become known to the party initiating the proceeding, whichever is later.

#### **Section 3. Procedures.**

(a) All matters before the Arbitrator under this Article shall be heard and determined in an expedited manner, provided that such expedition is reasonable under the circumstances. A proceeding under this Article may be commenced upon seventy-two (72) hours' written notice (or upon shorter notice if ordered by the Arbitrator) served upon the party against whom the proceeding is brought and filed with the Arbitrator. All such notices and all orders and notices issued and directed by the Arbitrator shall be served on the WNBA, counsel

for the WNBA, the Players Association, counsel for the Players Association, and any counsel appearing for individual WNBA players or individual WNBA Teams.

(b) In proceedings under this Article, the Arbitrator shall make findings of fact and award appropriate relief including, without limitation, damages and specific performance. The Arbitrator shall render an award as soon as practicable, and the award shall be accompanied by a written opinion. Notwithstanding the foregoing, if the Arbitrator determines that expedition so requires, the Arbitrator shall accompany the award with a written summary of the grounds upon which the award is based, and a full written opinion may follow within a reasonable time thereafter. In no event shall the award and written opinion be issued more than thirty (30) days following the date upon which the record of the proceeding is closed (or, where applicable, the date designated by the Arbitrator for the submission of post-hearing briefs).

(c) In proceedings under this Article, the Arbitrator shall have authority to order the production of documents, the conduct of pre-hearing depositions, and the attendance of witnesses at the hearing with respect to the WNBA and the Players Association, and/or any player or Team. The Arbitrator shall have the authority to compel the attendance of witnesses and the production of documents at any hearing within the jurisdiction of the Arbitrator in accordance with the New York C.P.L.R.

(d) An award of the Arbitrator under this Article shall, upon its issuance, constitute the full, final and complete disposition of the dispute and shall be binding upon the parties to this Agreement and upon any player(s) or Team(s) involved.

(e) The Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement or any Player Contract.

**Section 4. Special Procedure for Disputes with Respect to a Review of a SBR Calculation Statement.**

(a) Notwithstanding any of the other provisions of this Agreement, at the request of either the WNBA or the Players Association, and irrespective of which party may commence the proceeding, the procedures set forth in this Section 4 shall apply to the resolution of any disputes with respect to a review of a SBR Calculation Statement in accordance with Article XII. If in connection with any such dispute, there is any conflict between the procedures set forth in this Section 4 and those set forth elsewhere in this Agreement, the procedures set forth in this Section shall control.

(b) In the event the parties do not agree on all proposed adjustments relating to a review of the SBR Calculation Statement, a proceeding before the Arbitrator may be commenced, in the manner provided for by Section 2(a) above, as to any unresolved proposed adjustments, no more than one hundred eighty (180) days following the issuance of the SBR Calculation Statement that was the subject of the review.

(c) A party's failure to commence a proceeding before the Arbitrator within the time period provided for by subsection (b) above shall forever bar that party from asserting or seeking relief of any kind with respect to a review of the SBR Calculation Statement for the applicable Season.

(d) In proceedings commenced pursuant to this Section 4, the Arbitrator shall conduct the hearing within thirty (30) days from the commencement of the proceeding and shall render an award and issue a written decision as soon as possible, but in no event later than ten (10) days following the close of the hearing.

**Section 5. Costs.**

(a) The compensation of the Arbitrator and the costs and expenses incurred in connection with any proceeding brought before the Arbitrator under this Article shall be borne equally by the parties to this Agreement; provided, however, that each participant in such proceeding shall bear its own attorneys' fees and litigation costs.

(b) Notwithstanding the provisions of Section 5(a) above, if a matter is scheduled for hearing under this Article XXIII, and the hearing date is thereafter postponed at the request of either the WNBA or the Players Association, the postponement fee (if any) of the Arbitrator will be borne by the party requesting the postponement unless the party objects and the Arbitrator finds that the request for such postponement was for good cause. Should good cause be found, the parties will share any postponement fee equally.

## ARTICLE XXIV

### PROMOTIONAL APPEARANCES AND MEDIA

#### **Section 1. General.**

(a) In addition to the appearances required under Article XXVI of this Agreement, a player may be required to make at least eight (8) promotional appearances on behalf of the Team and at least three (3) promotional appearances on behalf of the WNBA during any Season and immediately succeeding Off-Season. These promotional appearances, as to which the player will be given reasonable advance notice, may include, but shall not be limited to, youth organization visits, award shows, public service or charitable events, clinics, autograph signing sessions, or hospitality or promotional events involving or relating to WNBA Competitions. No such promotional appearance shall be made on behalf of a commercial sponsor; nor shall such appearance require a player to endorse or give a testimonial for any product or service. Any such promotional appearances during the Off-Season will be scheduled at times and locations agreeable to the player and the Team or the WNBA, as applicable. A Team or WNBA representative, as applicable, shall be present for the duration of all appearances required under this Article XXIV and Article XXVI of this Agreement to monitor such appearances. Players will be reimbursed for out-of-pocket expenses actually incurred in connection with required appearances, provided such expenses are documented to the Team or the WNBA, as applicable, result directly from the appearances and are ordinary and reasonable.

(b) A player shall not be compensated for any of the first eight (8) promotional appearances made by such player on behalf of a Team during any Season and the immediately succeeding Off-Season. Beginning with the ninth (9th) such appearance, the player shall be paid \$1,000 for each such appearance. In the event that additional unpaid Team promotional appearances are assigned to a player by the WNBA pursuant to Article XIV,

Section 8 (“Additional Unpaid Team Promotional Appearances”), such Additional Unpaid Team Promotional Appearance shall delay any payments accordingly (e.g., if one Additional Unpaid Team Promotional Appearance is assigned, the player shall be paid \$1,000 for each appearance beginning with appearance number nine (9)).

(c) No player may be paid more than \$5,000 by a Team during any Season and immediately succeeding Off-Season for promotional appearances made pursuant to this Article XXIV (i.e., no player may be required to make more than thirteen (13) appearances during any Season and immediately succeeding Off-Season pursuant to this Article XXIV if the player has not been assessed any Additional Unpaid Team Promotional Appearances).

(d) Teams will use reasonable, good faith efforts to provide players with at least one (1) week’s advance notice of a promotional appearance during the Season and at least five (5) weeks’ advance notice of a promotional appearance during the Off-Season.

(e) The following guidelines shall apply to appearances required under this Article XXIV and Article XXVI of this Agreement:

(i) The players understand the importance of player accessibility to the business of the league and will continue to enthusiastically participate in the various marketing programs of the league and Teams. The league and Teams understand that it is important to prioritize the use of players off the court and to maximize the efficiency of player appearances (by, for instance, scheduling appearances to last an appropriate amount of time based on the circumstances, including the nature of the appearance).

(ii) Each player shall be afforded at least two (2) days during each month occurring during a Season (excluding any month that has fewer than twenty (20) days of

the Season in such month) in which the player will not be required by a Team to make any appearances required under this Article XXIV or Article XXVI of this Agreement.

(iii) No player shall be required to make appearances required under this Article XXIV or Article XXVI of this Agreement on more than four (4) consecutive days; provided, however, that any appearance by a player in connection with the WNBA All-Star Game or the NBA All-Star Game or activities related to such games shall not count as an appearance for purposes of this subsection (e)(iii);

(iv) No player shall be required to make both a pre-game and post-game appearance on the same day on more than six (6) days during any Season; and

(v) No player may be asked by a Team to do more than ten (10) promotional appearances during any Season and succeeding Off-Season unless four (4) other players on such Team have been asked to do at least three (3) promotional appearances during such Season and succeeding Off-Season.

(vi) No player shall be required to participate in a promotional appearance for more than three (3) hours, but a player could, at her election, choose to participate in an appearance for a longer period of time.

(vii) The player shall be given written notice (including via electronic means) as to whether an appearance is promotional or commercial.

(f) A player shall not be compensated for any of the first three (3) promotional appearances made by such player on behalf of the WNBA during any Season and the immediately succeeding Off-Season. Beginning with the fourth (4th) such promotional appearance the player shall be paid \$2,500.00 for each such appearance.

(g) The foregoing provisions shall not apply to: (i) any appearance in connection with a game that is scheduled to take place within two hours before or two hours after such game (e.g., pre- and post-game autograph sessions) (the “Window”), but shall apply to any appearance scheduled to take place outside of the Window; (ii) any appearance by a Rookie in connection with any WNBA Draft; (iii) any appearance by a player at an award presentation ceremony at which the player is (or has been nominated) to receive an award; and (iv) any cooperation with the media in accordance with subsection (h) below.

(h) Players shall cooperate with all reasonable requests of the news media. Such cooperation by players shall include, but not be limited to, making themselves available for interviews conducted at reasonable times, including interviews before, during, or after WNBA Competitions (whether in specially designed interview rooms, interview areas or elsewhere), and for interviews conducted during off-days or during the Off-Season. Any such interviews during the Off-Season will be scheduled at times and locations agreeable to the player and the WNBA.

## **Section 2. Liaisons.**

The WNBA, on the one hand, and the Players Association, on the other hand, shall each appoint, from its employees, a representative to serve as a primary contact (a “Liaison”) regarding player appearances. Through the Liaisons, the parties shall conduct meetings (in person or telephonically) monthly during the Season, or at such other intervals as the parties may agree, to discuss any issues that arise relating to player appearances. The meetings may be attended by staff members and advisors of the WNBA and the Players Association.

## **Section 3. Team Content Days.**

During each Season, each player will be required to participate in at least one (1) dedicated content creation session for their Team to produce Team promotional content for use

throughout the Season (e.g., content for video boards in-arena during games) and Off-Season (e.g., ticket sales promotions) (each, a “Team Content Day”). Team Content Days will last no longer than six (6) hours and, at the Team’s election, could take place over one (1) or two (2) days. A player will be provided written notice of the date, time, and location of the Team Content Day at least two (2) weeks in advance.

**Section 4. Social and Digital Engagement.**

Each player will be required to participate, if requested by the league, and in a manner consistent with her personal social media activity and presence, in league social and/or digital engagements at least twice per Season and twice per Off-Season. Such engagements could include, among other things:

- (a) Participating with the WNBA’s social media team in original pregame content;
- (b) Engaging in All-Star voting promotions;
- (c) Promoting the WNBA app or other league digital platforms; and
- (d) Participating as a featured player in DTC campaigns.

## ARTICLE XXV

### PLAYER PROGRAMS

#### **Section 1. Mandatory Programs.**

WNBA players (including Developmental Players) shall be required to attend and participate in educational programs designated as “Mandatory Programs” by the WNBA and the Players Association. Such Mandatory Programs shall include a Rookie orientation program and such other programs (e.g., financial literacy, diversity and inclusion) as the WNBA and the Players Association may agree upon. During the term of this Agreement, all such programs shall be administered by the WNBA, which shall, however, consult with the Players Association concerning the structure and content thereof.

#### **Section 2. NBA G League Jobs Database.**

The WNBA shall make available access to an existing database of NBA G League, and NBA G League team, job openings to current and former players who have expressed interest in such positions. In the event that the database ceases to exist for any reason, the obligation in this Section 2 shall terminate.

**ARTICLE XXVI**  
**LICENSING, PLAYER MARKETING, COMMERCIAL APPEARANCES, PLAYERS**  
**ASSOCIATION MARKETING, PICTURES AND APPAREL**

**Section 1. Licensing Rights.**

The Players Association, on behalf of present and future WNBA players, agrees that:

(a) The WNBA, WNBA Enterprises, and Teams will each have the right to use the Player Attributes of each WNBA player as such term is defined and for group sponsorship and licensing purposes as set forth in the agreement between WNBA Enterprises and the Players Association, effective as of March 19, 2026 (the “License Agreement”);

(b) The WNBA, WNBA Enterprises, and Teams will each have the worldwide right to use or license in a group of three (3) or more players the Player Attributes of all such players (including the right to make individual use, or license the individual use, of a player’s Player Attributes in a series of three (3) or more players) solely in combination with the use of any or all WNBA and Team names, logos, trademarks, trade dress, uniforms or other form of WNBA intellectual property: (i) in any form of trade or consumer promotion, marketing or advertising; and (ii) in any advertising, marketing or collateral materials or public service or marketing programs conducted by the WNBA, WNBA Enterprises, or any Team that, without regard to whether such use includes sponsor identification (e.g., the “AT&T WNBA All-Star 3-Point Contest”), is intended to (y) promote (A) a Team, the WNBA, players, the sport of basketball and/or women’s empowerment, (B) any game or competition in which a Team or group of players participates, (C) any telecast or broadcast of such a game or competition, or (D) any WNBA-related or Team-related program or content and/or (z) further the development, popularity or growth of the WNBA and/or the sport of basketball (e.g., in connection with

basketball clinics, “grass roots” programs and similar non-commercial activities) (the materials and programs described above collectively referred to as “League Materials and Programs”); and

(c) The WNBA, WNBA Enterprises, and Teams will each have the worldwide right to use or license the Player Attributes of individual players solely in combination with the use of any or all WNBA and Team names, logos, trademarks, trade dress, uniforms or other form of WNBA intellectual property: (i) in any form of trade or consumer promotion, marketing or advertising; and (ii) in any advertising, marketing or collateral materials or public service or marketing programs conducted by the WNBA, WNBA Enterprises, or any Team that, without regard to whether such use includes sponsor identification, is intended to (y) promote (A) a Team, the WNBA, players, the sport of basketball and/or women’s empowerment, (B) any game or competition in which a Team or group of players participates, (C) any telecast or broadcast of such a game or competition, or (D) any WNBA-related or Team-related program or content and/or (z) further the development, popularity or growth of the WNBA and/or the sport of basketball (e.g., in connection with basketball clinics, “grass roots” programs and similar non-commercial activities). In making individual usage of players pursuant to this subsection (c), the WNBA, WNBA Enterprises and/or Teams shall take into consideration the diversity of the player population.

**Section 2. Player Marketing Rights.**

(a) Any sponsorship, endorsement or licensing agreement (including any agreement with regard to footwear) entered into by a player during the term of her Standard Player Contract must expressly provide that any provisions of such agreement that conflict or are inconsistent with any provisions of either this Agreement, the License Agreement, or the player’s Standard Player Contract shall be of no force or effect.

(b) No player may (i) permit any entity (other than a WNBA licensee) to manufacture a product bearing any of her Player Attributes or (ii) appear in any form of trade or consumer promotion or advertising on behalf of any entity (other than a WNBA Sponsor or a WNBA licensee identified in the License Agreement), if such product, premium, promotion, or advertising (as the case may be): (x) creates an association between the WNBA (or any of its Teams) and the manufacturer of such product or premium or the entity for which the player is appearing in the promotion or advertising (e.g., through the use or reference to any form of WNBA intellectual property (including Team colors) or any WNBA arena, WNBA practice facility or WNBA basketball); or (y) violates any provision of this Agreement or the player's Standard Player Contract.

(c) The Players Association acknowledges that WNBA Enterprises or the WNBA may enter into corporate sponsorship agreements with respect to League awards and achievements ("Awards") and (i) that any player named a recipient of any such Award shall be required to accept such Award notwithstanding the terms of any Bona Fide Exclusive Endorsement Agreement or conflict between a Player's Bona Fide Licensee and the Award sponsor, (ii) that such Award sponsor shall be entitled to reasonably announce the fact that the player won the Award in the promotion of its Award sponsorship (e.g., in a congratulatory advertisement), and (iii) that, in connection with such announcement and promotion, the Award sponsor shall be entitled to make reasonable use of the player's Player Attributes and the Player Attributes of any other players nominated for such Award. WNBA Enterprises shall not, pursuant to the rights granted to it pursuant to Section 1(b) above, authorize any sponsor in such a corporate sponsorship agreement to use a player's Player Attributes in a manner that would constitute an endorsement or testimonial for any product or service by such player.

(d) The rights granted to the WNBA and WNBA Enterprises and the obligations undertaken by the players and Players Association under Section 1 above do not include, and should not be construed to include, any right to use Player Attributes in a manner that creates an endorsement or testimonial for any third party product or service by any player or group of players.

**Section 3. Commercial Appearances.**

(a) A Player may, during each Season and the immediately succeeding Off-Season covered by a Standard Player Contract to which she is a party, be required to make up to six (6) commercial appearances on behalf of WNBA Sponsors or licensees, at the request of the WNBA or its designees upon at least seven (7) days' prior notice in each instance. Such commercial appearances, unless otherwise agreed to by the player, shall (i) occur between April 1 and the last day of the immediately succeeding Off-Season, and (ii) not conflict with or violate (x) the contractual obligations of the Player under any then-current Bona Fide Exclusive Endorsement Agreement of the Player or (y) the Player's sincerely-held religious beliefs, and (iii) be subject to the appearances guidelines set forth in Section 1(e) of Article XXIV of this Agreement. Any such appearances not scheduled to take place during the Season shall be scheduled at times and locations agreeable to the player and the WNBA or its designee. The Player shall be paid \$3,500 for each appearance that she makes pursuant to this Section 3(a). Players will also be reimbursed for out-of-pocket expenses actually incurred in connection with appearances required pursuant to this Section 3(a), provided such expenses are documented to the WNBA, result directly from the appearance and are ordinary and reasonable.

(b) In addition to the commercial appearances called for by Section 3(a) above, a player may, during each Season and the immediately succeeding Off-Season covered by a Standard Player Contract to which she is a party, be required to make up to three (3)

appearances on behalf of sponsors designated by her Team, upon at least seven (7) days' prior notice in each instance. Such appearances shall (i) not conflict with or violate (x) the contractual obligations of the Player under any then-current Bona Fide Exclusive Endorsement Agreement of the Player or (y) the Player's sincerely-held religious beliefs, and (ii) be subject to the appearances guidelines set forth in Section 1(e) of Article XXIV of this Agreement. The Player shall receive no payment for the first such Team sponsor appearance; provided, however, that the player will be reimbursed for out-of-pocket expenses actually incurred in connection with such appearance, provided such expenses are documented to the Team, result directly from the appearance and are ordinary and reasonable. Any such appearances during the Off-Season will be scheduled at times and locations agreeable to the Player and the Team. The player may be paid by the Team for each commercial appearance she makes during a Season and succeeding Off-Season in excess of the first appearance described above, provided that a player shall not receive more than \$3,500 for any such appearance and no Team may pay a player a total of more than \$17,500 for all commercial appearances performed by the player during any Season and immediately succeeding Off-Season under this Section 3(b). The maximum amount that a Team may pay to all players for a calendar year for such commercial appearances is \$70,000.

(c) During the Season, Teams shall use reasonable, good faith efforts to provide players with at least one (1) week's advance notice of a commercial appearance. During the Off-Season, Teams will provide at least five (5) weeks' advance notice of a commercial appearance.

#### **Section 4. Players Association Marketing.**

The Players Association agrees that it will not engage in or conduct (or permit or license any third party to engage in or conduct) any form of trade or consumer promotion, marketing or advertising that uses or refers to WNBA intellectual property (including Team

colors), to any WNBA arena, WNBA practice facility or WNBA basketball or that otherwise creates an association between the WNBA (or any of its Teams) and a third party.

**Section 5. Pictures.**

The Players Association, on behalf of present and future WNBA players, agrees that (i) the WNBA, WNBA Enterprises, and the Team shall have the right to take or create (or have taken or created) Pictures or likenesses of players at any WNBA Competition or WNBA or Team sponsored event; and (ii) players shall be available to have their Picture taken or likeness created, individually or with other players in the WNBA, at such times and places as WNBA or the Team shall reasonably designate. All rights in such Pictures or likenesses shall belong exclusively to the WNBA. The WNBA shall have the worldwide exclusive right to use, distribute or license any such Pictures (or excerpts or portions thereof) or likenesses in League Materials and Programs.

**Section 6. Apparel.**

A player shall wear all apparel, and only such apparel, supplied by her Team or the WNBA for all WNBA Competitions, practices and press conferences, and shall not alter the appearance of such apparel or cover (in whole or in part) any name, logo, symbol or emblem on such apparel. Notwithstanding the preceding sentence, a player may wear manufacturer logo-identified shoes during WNBA Competitions, practices and press conferences as long as such manufacturer has been designated by WNBA Enterprises as an authorized WNBA footwear supplier and the player has a Qualifying Shoe Deal with such manufacturer. If the player has a Qualifying Shoe Deal with a manufacturer that is not an authorized footwear supplier, then the player may wear such manufacturer's shoes during WNBA Competitions, practices and press conferences but without any visible manufacturer logo or other manufacturer identification. If the player does not have a Qualifying Shoe Deal, then the player shall wear during WNBA

Competitions, practices and press conferences the shoes supplied by a supplier designated by the WNBA. If the player does not have a Qualifying Shoe Deal and advises the WNBA that the shoes supplied by the WNBA designated supplier do not fit her properly, the WNBA shall in good faith request that the manufacturer of such shoes provide a better fitting pair of shoes.

**Section 7. Player Content Creation.**

Players shall be required to comply with reasonable content creation and social media distribution requests (e.g., by using their social media accounts to provide behind-the-scenes access to, and images of, WNBA events), in a manner consistent with her personal social media activity and presence, of their Team that are designed, among other things, to market the Team, the player, the sport of basketball and women's empowerment, and to generate WNBA and Team revenue (e.g., as part of a sponsor pitch deck).

**Section 8. Co-Branded Events.**

The parties hereto agree to discuss the creation of a limited number of WNBA and Players Association co-branded and, where appropriate, co-funded initiatives.

## ARTICLE XXVII

### **BROADCAST AND TELECAST RIGHTS**

#### **Section 1. WNBA Rights.**

During the term of this Agreement, the Players Association agrees that the WNBA and its designees shall have the exclusive right to use, distribute, or license any performance rendered by the players (or excerpts or portions thereof) under this Agreement, and any associated Pictures, for (a) any form of broadcast or telecast, including over-the-air television, cable television, pay television, or direct broadcast satellite television, (b) any form of cassette, cartridge, or disk system (other than as incorporated into a retail product that would require a group license from players (e.g., a video game but not a home video)) or (c) other means of distribution known or unknown.

#### **Section 2. No Suit.**

The Players Association, for itself and present and future WNBA players, covenants not to sue (or finance any suit against) WNBA Enterprises, the WNBA, any WNBA Team, or their respective past, present and future affiliates, agents, employees, successors, designees, assigns, licensees, owners (direct and indirect), officers, directors, trustees, attorneys, general or limited partners, members, heirs, executors, administrators and representatives, with respect to the use, distribution, or license, for any form of broadcast or telecast, including over-the-air television, cable television, pay television, or direct broadcast satellite television, and any form of cassette, cartridge, or disk system, or other means of distribution known or unknown, of any performances by any player rendered under this Agreement, and any associated Pictures, during any period up to and including the day following the last playoff game of the final WNBA Season covered by this Agreement.

## ARTICLE XXVIII

### **MUTUAL RESERVATION OF RIGHTS**

Upon the expiration or termination of this Agreement, no person shall be deemed to have waived, by reason of the entry into or effectuation of this Agreement, any other collective bargaining agreement, or any Standard Player Contract, or Marketing and Promotional Agreement, or any terms of any of them, or by reason of any practice or course of dealing, their respective rights under law with respect to any issues or their ability to advance any legal argument.

## **ARTICLE XXIX**

### **TEAM RULES**

#### **Section 1. Establishment of Team Rules.**

WNBA Teams may maintain or establish rules with which its players shall comply at all times, whether on or off the court; provided, however, that such rules are in writing, are reasonable, and do not violate the provisions of this Agreement or the Standard Player Contract.

#### **Section 2. Notice.**

Any rule(s) established by a Team pursuant to Section 1 above shall be provided to the Players Association prior to the distribution of such rule(s) to that Team's players.

#### **Section 3. Grievances Challenging Team Rules.**

The Players Association may file a Grievance challenging the reasonableness of a rule established by a Team pursuant to Section 1 above, and the Team's imposition of discipline on a player for a violation of such rule, within thirty (30) days from the date upon which the imposition of such discipline on the player became known or reasonably should have become known to the player. No ruling by the Arbitrator finding a Team rule unreasonable may be applied retroactively as to any player other than the player on whose behalf the Grievance was filed.

## **ARTICLE XXX**

### **RIGHT OF SET-OFF**

#### **Section 1. General.**

When a WNBA Team terminates a Standard Player Contract (“First Contract”) in circumstances where the Team, following such termination, continues to be liable for the Base Salary called for by such Contract, the Team’s liability for such Base Salary shall be reduced, to the extent provided for in this Article XXX, by any compensation earned by the player (for services as a player) from any professional basketball team or teams (the “Subsequent Team(s)”) during the Season(s) covered by the terminated Contract (including, but not limited to, compensation earned but not paid during such period). The reduction in the Team’s liability for each Season (or partial Season) covered by the First Contract shall be calculated for each Season (or partial Season) as follows:

Step 1: Calculate the total compensation earned by the player (for services as a player) from the Subsequent Team(s) during the Salary Cap Year encompassing the relevant Season (or partial Season).

Step 2: Subtract the Minimum Player Salary applicable to players with one (1) to three (3) Years of Service, less ten thousand dollars (\$10,000) from the result in Step 1.

Step 3: If the result in Step 2 is a negative amount, there is no reduction in the Team’s liability for the relevant Season (or partial Season). If the result in Step 2 is a positive amount, the reduction in the Team’s liability for the relevant Season (or partial Season) shall equal 50% (fifty percent) of that amount.

In the event that the formula above results in the player receiving more than ten thousand dollars (\$10,000) above the Maximum Player Salary as set forth in Article V, Section 8(b) applicable to any Season from both the Subsequent Team(s) and the First Contract, the reduction in the Team’s liability for each Season (or partial Season) covered by the First Contract shall be increased so that the player receives only ten thousand dollars (\$10,000) above

the Maximum Player Salary as set forth in Article V, Section 8(b) from both the Subsequent Team(s) and the First Contract.

**Section 2. Definitions.**

For the purposes of this Article, a “professional basketball team” shall mean any team in any country that pays money or compensation of any kind to a basketball player for rendering playing services to such team (other than a reasonable stipend limited to basic living expenses). For purposes of this Article, “compensation” earned by a player from a Subsequent Team shall include: (i) in the case of a WNBA Team, the player’s Base Salary only; and (ii) in the case of a non-WNBA team, all forms of cash and non-cash compensation other than benefits comparable to the type of benefits (e.g., medical and dental insurance) provided to a WNBA player in accordance with Article X above, travel and moving expenses, and any car and housing provided temporarily by the team to the player during the period of time for which the player renders services to the team.

**ARTICLE XXXI**

**SAVINGS CLAUSE**

In the event that any provision hereof is found to be inconsistent with the Internal Revenue Code (or the rules and regulations issued thereunder), the National Labor Relations Act, any other federal, state, provincial or local statute or ordinance, or the rules and regulations of any other government agency, or is determined to have an adverse effect upon the right of the WNBA (or any affiliated or successor entity) to a tax exemption under Section 501(c)(6) of the Internal Revenue Code of 1954 (or any successor section of like import), then the parties hereto agree to make such changes as are necessary to avoid such inconsistency or to obtain or maintain such exemption retaining, to the extent possible, the intention of such provision.

## **ARTICLE XXXII**

### **PLAYER AGENTS**

#### **Section 1. Negotiation of Player Contracts.**

A Team shall not enter into any Standard Player Contract, and the WNBA shall not enter into a WNBA Marketing and Promotional Agreement, with a player unless such player: (i) is represented in the negotiations with respect to such Standard Player Contract and/or WNBA Marketing and Promotional Agreement by an agent or representative authorized to represent her and duly certified by the Players Association in accordance with the Players Association's Agent Regulation Program; or (ii) acts on her own behalf in negotiating such Standard Player Contract and/or WNBA Marketing and Promotional Agreement.

#### **Section 2. Indemnity.**

The Players Association agrees to indemnify and hold harmless the WNBA, its Teams and each of its and their respective past, present and future affiliates, agents, employees, successors, designees, assigns, licensees, owners (direct and indirect), officers, directors, trustees, attorneys, general or limited partners, members, heirs, executors, administrators and representatives, from any and all claims of any kind arising from or relating to (i) the Players Association's Agent Regulation Program, (ii) the agent certification to the Standard Player Contract, and (iii) the provisions of this Article, including, without limitation, any judgments, costs and settlements, provided that the Players Association is immediately notified of any such claim in writing (and, in no event later than five (5) days from the receipt thereof), is given the opportunity to assume the defense thereof, and the WNBA uses its best efforts to defend such claim, and does not admit liability with respect to and does not settle such claim without the prior written consent of the Players Association.

**Section 3. Agent Lists.**

The Players Association agrees to provide the WNBA League Office with a list of: (i) all agents certified under the Players Association's Agent Regulation Program, and (ii) the players represented by each such agent. Such list shall be updated once a month from the day after the WNBA Championship Series to the first day of the next succeeding Regular Season and shall be updated once every two (2) months at all other times.

**Section 4. Confirmation by the Players Association.**

If the WNBA or a Team has reason to believe that an agent representing a player in Contract negotiations is not a certified agent or is not the agent authorized to represent such player, the WNBA may, at its election, request in writing from the Players Association confirmation as to whether such agent is in fact the player's certified representative. If within three (3) business days of the date the Players Association receives such written request, the WNBA does not receive a written response from the Players Association stating that such agent is not the player's certified representative, then the WNBA and any Team shall be free to act as if the agent is the player's confirmed certified agent.

**Section 5. WNBA Player as Agent.**

No WNBA player may represent (or otherwise act as an agent for) any other WNBA player.

## ARTICLE XXXIII

### EXPANSION, CONTRACTION, ROSTERS, NUMBER OF GAMES, SEASON FOOTPRINT

#### **Section 1. Number of Teams.**

(a) The WNBA and Players Association agree that the WNBA has the absolute right and discretion to determine the number and location of Teams that will participate in the WNBA during any Season, including, without limitation, the right and discretion to increase or decrease the number of Teams in the WNBA at any time. The WNBA and the Players Association further agree that the WNBA and each WNBA Team has the absolute right and discretion to cease operations at any time.

(b) The parties agree that nothing in this Agreement shall prejudice the WNBA's position that the rights referred to in subsection (a) above constitute non-mandatory subjects of bargaining under the National Labor Relations Act.

#### **Section 2. Expansion Draft.**

In the event that the WNBA decides to expand the number of Teams in the WNBA, it may also decide in its discretion to have existing Teams make available for assignment to any Expansion Team or Expansion Teams (as the case may be) the Player Contracts of and certain negotiating rights to the existing Teams' players. With respect to any expansion draft conducted by the WNBA, the WNBA shall be authorized to permit the Expansion Team or Expansion Teams to acquire the Player Contracts of players under Contract, the exclusive negotiating rights to Reserved Players, the right of first refusal with respect to Restricted Free Agents and, with respect to one (1) Unrestricted Free Agent per Expansion Team, the right to designate such player as a Core Player (provided that such Unrestricted Free Agent is eligible to be designated as Core Player pursuant to Article VI Section 7(b)). Even if

the one (1) Unrestricted Free Agent selected by an Expansion Team cannot be designated as a Core Player, such Expansion Team will be considered the Player's Prior Team for the purposes of Article V, Section 8 of this Agreement. A Team that fails to "protect" an Unrestricted Free Agent in an expansion draft will not be permitted to designate such player as a Core Player. In the event an entire Team roster is transferred to an Expansion Team pursuant to Article XXXIII, Section 3(a) below, the WNBA shall be authorized to permit the Expansion Team to acquire all of the Player Contracts and all of the negotiating rights (e.g., exclusive negotiating rights, rights of first refusal and rights to designate certain players as a Core Player) of the prior Team. In order to implement the foregoing, the procedures for the assignment of players and rights to players to any Expansion Team, including the use of an expansion draft, shall be within the sole discretion of the WNBA after consultation with the Players Association.

**Section 3. Dispersal Draft or Transfer of Playing Roster.**

(a) In the event that the WNBA decides to decrease the number of Teams in the WNBA or one or more WNBA Teams decides to cease operations, the WNBA may also decide in its discretion (i) to have any Contracting Team make available for assignment to the remaining Teams the Player Contracts of and negotiating rights to (as provided for below) the Contracting Team's players; or (ii) to have any Contracting Team transfer to any Expansion Team the Player Contracts of and the negotiating rights to (as provided for below) the Contracting Team's players. With respect to any dispersal draft conducted by the WNBA, the WNBA shall be authorized to permit the remaining Teams to acquire the Player Contracts of players under Contract, the exclusive negotiating rights to Reserved Players and the rights of first refusal with respect to Restricted Free Agents. When an entire Team roster is transferred to an Expansion Team, the WNBA shall be authorized to permit the Expansion Team to acquire all of the Player Contracts and all of the negotiating rights (e.g., exclusive negotiating rights, rights of

first refusal and the right to designate certain players as Core Players) of the prior Team. In order to implement the foregoing, the procedures for the assignment or transfer of players and rights to players from any Contracting Team, including the use of a dispersal draft, shall be within the sole discretion of the WNBA after consultation with the Players Association.

(b) Notwithstanding anything to the contrary in this Agreement, (including, but not limited to, Article V, Sections 3(b), Section 5 and 7) or any Player Contract (including but not limited to Exhibit 2 to any such Contract), in the event that (i) the WNBA decides to decrease the number of Teams in the WNBA or one or more WNBA Teams decides to cease operations, and (ii) one or more Player Contract(s) to which a Contracting Team is a party is not assigned or transferred to any remaining WNBA Team or Expansion Team pursuant to Section 3(a) above, then (x) such Player Contract(s) shall immediately terminate, become null and void and of no further force and effect, and all obligations of the Contracting Team, including obligations to pay Base Salary, shall cease, except the obligation of the Contracting Team to pay the player's earned Base Salary to the date of termination, and (y) no player who was a party to any such Contract shall have any claim against any other WNBA Team or the WNBA. In the event of such termination, the players who are parties to such Contracts shall become Unrestricted Free Agents.

**Section 4. Rosters.**

Each Team must maintain twelve (12) players on its roster during each Season covered by this Agreement. If for any reason the roster of a Team falls below twelve (12) players, the Team shall, within seventy-two (72) hours of the date on which the roster of such Team fell below twelve (12) players, add a player or players to restore the Team's roster to twelve (12) players.

**Section 5. Number of Games.**

The WNBA shall have the discretion to (i) increase or decrease the number of games to be played by Teams during the pre-season, Regular Season, and/or the playoffs and (ii) after consultation with the Players Association, change the playoff format (including the number of teams that qualify for the playoffs) provided, however, that: (x) the number of pre-season games in any Season covered by this Agreement (which, for clarity, shall not include any games that are part of a special competition or tournament even if such games count toward the Team's Regular Season record) shall not exceed four (4) per Team; (y) the number of Regular Season games in any Season covered by this Agreement (which, for clarity, shall not include any games that are part of a special competition or tournament even if such games count toward the Team's Regular Season record) shall not exceed forty-four (44) games per Team in the 2026 Season, shall not exceed fifty (50) games per Team in each of the 2027 and 2028 Seasons, and shall not exceed fifty-two (52) games per Team beginning with the 2029 Season; and (iii) in any Season of this Agreement, if the maximum number of possible playoff games increases beyond twenty-nine (29), the merit bonuses related to playoff achievement of a Team set forth in Article IX hereof shall be increased proportionally. (For example, if the maximum number of games played per second round series in that Season's playoffs increased to seven (7) games (such that the maximum number of playoff games that could be played that Season would be thirty-three (33) games), then each of the per-player merit bonuses set forth in Article IX will be multiplied by a fraction, the numerator of which is 33 and the denominator of which is 29.)

**Section 6. Special Competitions and Tournaments.**

The WNBA shall have the discretion to, in consultation with the Players Association, create and schedule special competitions or tournaments during training camp, the

Regular Season and/or the playoffs. The WNBA and the Players Association will agree on an appropriate prize pool for any new competition or tournament.

**Section 7. Season Schedule.**

(a) Beginning with the 2027 Season, training camp for each Season hereunder shall begin no earlier than April 1 and end no later than November 21, provided that the 2028 Season may end no later than November 30, subject to reasonable adjustments made by the WNBA in its sole discretion related to FIBA competitions occurring adjacent to, or during, such Season.

(b) Prior to the WNBA's public announcement of the Regular Season game schedule each year, the WNBA shall provide the Players Association with an initial draft of such schedule (no later than the date that such draft is provided to all WNBA teams), and the Players Association shall have an opportunity to provide the WNBA with comments (within at least as many days as WNBA teams are given by the WNBA to provide such comments). The WNBA shall consider, but shall have no obligation to make any changes in respect of, the Players Association's comments. The Players Association shall keep the draft schedule confidential, including by maintaining the confidentiality of any differences between the final schedule publicly announced by the WNBA and the draft schedule previously received by the Players Association.

**Section 8. Game Cadence.**

(a) Prior to creating an initial draft of the game schedule each year, the WNBA will consult the Medical Director and Players Association with respect to issues relating to game cadence and player health.

(b) The WNBA will make reasonable and good faith efforts, taking into account, among other things, the availability of arenas and the requirements of league media

partners, to schedule Regular Season games (i) to manage the number of back-to-back games (i.e., games played by a Team on consecutive days) as much as possible, and (ii) to provide at least twenty (20) hours between the scheduled start of a Team's first game of a back-to-back and the scheduled start of the Team's second game of a back-to-back.

(c) The WNBA will make reasonable and good faith efforts, taking into account, among other things, the availability of arenas and the requirements of league media partners, to schedule playoff games such that there are: (i) at least forty-eight (48) hours between the scheduled start of consecutive games played by a Team when such games are played in different locations, (ii) at least thirty-six (36) hours between the scheduled start of two (2) consecutive games played by a Team when such games are played in the same location, and (iii) at least forty-eight (48) hours between the scheduled start of the final game played by a Team in a playoff series and the scheduled start of the Team's first game in the subsequent playoff series.

## ARTICLE XXXIV

### MARKETING AND PROMOTIONAL AGREEMENTS

#### **Section 1. WNBA Marketing and Promotional Agreements.**

The WNBA and any player may enter into a WNBA Marketing and Promotional Agreement, provided that such Marketing and Promotional Agreement will terminate (and all WNBA and player obligations thereunder will cease) upon the termination of such player's Standard Player Contract. The particular marketing and promotional services, the Additional Marketing and Promotional Compensation, and the payment schedule applicable to such compensation shall be specified in such WNBA Marketing and Promotional Agreement. The WNBA shall spend an aggregate of \$8,423,000 on WNBA Marketing and Promotional Agreements by the conclusion of the 2029 Marketing Period (as defined below) in respect of amounts earned pursuant to the Revenue Sharing Agreement for the 2025 Salary Cap Year (and such spend will be in full and complete satisfaction of the WNBA's obligation under Article XII, Section 1(a)(ii) of this Agreement for the 2025 Salary Cap Year, and, for clarity, will not be included in Benefits in respect of any Salary Cap Year). Such WNBA Marketing and Promotional Agreements shall be with players chosen, and at amounts determined, within the sole discretion of the WNBA and shall cover services to be performed beginning on the day following the last game of such Season and continuing through the last game of the following Season (each, a "Marketing Period;" e.g., the 2026 Marketing Period shall commence on the day after the last game of the 2026 Finals and end on the day of the last game of the 2027 Finals). No WNBA Marketing and Promotional Agreement may provide for compensation in excess of the "supermax" Maximum Player Salary. The WNBA and any player may agree to include provisions in such WNBA Marketing and Promotional Agreement that would provide additional incentive-based compensation to a player based on the success of the marketing or promotional

campaign (e.g., based on the number of WNBA App downloads or All-Star Game votes resulting from the player's involvement in the campaign, or the volume of merchandise sold using a link posted by the player). The WNBA and any player may also agree, on a case-by-case basis, to a WNBA sponsor's use of such player's Player Attributes individually and/or the player's participation in content creation and social media distribution on behalf of such sponsor, in exchange for compensation mutually agreed between the WNBA and such player.

**Section 2. Team Marketing and Promotional Agreements.**

Team marketing and promotional agreements have been eliminated.

**Section 3. Binding Effect.**

No agreement concerning additional marketing rights and obligations shall be binding upon the player or the WNBA until a Marketing and Promotional Agreement embodying such rights and obligations has been duly executed by the parties, and neither the WNBA nor the Players Association shall contend to the contrary.

**Section 4. Reporting.**

The WNBA shall provide to the Players Association complete copies of all new WNBA Marketing and Promotional Agreements on a weekly basis.

**Section 5. Enhanced Marketing Program.**

(a) Under this Agreement, WNBA players shall be required to participate in a new enhanced marketing program focused on authentic, collaborative, and player-centric promotion of the WNBA. The enhanced marketing program includes three (3) categories of marketing engagements: (1) Tier 1 League Content Days; (2) Tier 2 Long-and Short-Form Content; and (3) Tier 3 Special Events, each as described below (the "Enhanced Marketing Program"). The obligations under the Enhanced Marketing Program are in addition to a player's

other league and team media, commercial, and promotional appearance obligations under this Agreement.

(b) For each engagement under the Enhanced Marketing Program, the WNBA will make good faith efforts to collaborate with and seek creative input from the involved player(s). By way of example, in advance of a League Content Day (as described in Section 6 below), the WNBA would make reasonable efforts to engage participating players in a prior content planning session.

(c) For clarity, (i) any travel required by a player's participation in an Enhanced Marketing Program engagement would be considered travel for league business in accordance with Article XI, Section 5 of this Agreement; and (ii) reasonable hair and makeup services would also be provided (or reimbursed) if requested by the player.

(d) Following the conclusion of each Season, upon the written request of the Players Association, the WNBA shall provide the Players Association with a report of player participation in Tier 1 League Content Days and Tier 2 long-form content series.

#### **Section 6. Tier 1 – League Content Days.**

(a) If requested by the WNBA, a player would be required each calendar year to participate in a dedicated two (2)-day period where select players participate in content creation sessions ("League Content Days"). League Content Days would take place during the Off-Season, on dates and at location(s) determined by the WNBA (with such dates to be determined in consultation with the Players Association). A player selected to participate in League Content Days would be provided written notice of her selection and of the particular dates of League Content Days at least two (2) months in advance. If, upon receiving such notice, a player has a pre-existing schedule conflict, the WNBA (in consultation with the player) may designate an alternate production window during which the player will participate in the League

Content Day (it being understood that a player shall not be required or obligated to reschedule a pre-existing schedule conflict). More than two (2) months in advance, the WNBA will make reasonable efforts to provide the Players Association with potential date ranges during which League Content Days will occur. No fewer than three (3) and no more than twenty (20) players per Season would be required to participate in League Content Days.

(b) League Content Days would take place over a two (2)-day period and would involve one (1) or more content creation sessions (e.g., performance in a major WNBA brand campaign, sit-down interviews where the player discusses basketball and/or non-basketball-related topics, etc.), provided, however, that such content's primary purpose is to promote a Team, the WNBA, players, and/or the sport of basketball, and shall not be used as an endorsement of any third-party sponsor, partner, and/or brand. Prior to the Mid-Point of each Regular Season, the WNBA would consult with the Players Association on the types of content creation sessions for the following Off-Season League Content Days. The content sessions on each day of the League Content Days would last no more than four and a half (4.5) hours (excluding time spent on travel and hair and makeup services).

(c) A player's participation in a League Content Day would count as one (1) promotional appearance on behalf of the WNBA pursuant to Article XXIV, Section 1 of this Agreement.

**Section 7. Tier 2 – Long-and Short-Form Content.**

(a) If requested by the WNBA, a player would be required to participate in a long-form content series (e.g., a season-long or Off-Season-long series, an "on-the-road" feature, a hometown visit) or short-form content session (e.g., GRWM, sit-down interview), provided, however, that such content's primary purpose is to promote a Team, the WNBA, players, and/or the sport of basketball, and shall not be used as an endorsement of any third-party sponsor,

partner, and/or brand. Prior to the start of each Season, the WNBA would consult with the Players Association on the types of content series and sessions for such Season and the immediately succeeding Off-Season. The WNBA will make reasonable efforts to provide the Players Association with advance notice of potential date ranges during which long-form content capture sessions will occur.

(b) No fewer than two (2) and no more than five (5) players per Season would be required to participate in a long-form content series, and no individual player would be required to participate in a long-form content series in two (2) consecutive years. A player could be required to participate in both League Content Days and a long-form content series or short-form content session in the same year. The WNBA shall use reasonable efforts to provide at least thirty (30) days advance written notice to a player of her selection to participate in a long-form content series and will work with the player to schedule the particular dates of such long-form content. If, upon receiving such notice, a player has a pre-existing schedule conflict, the WNBA (in consultation with the player) may designate an alternate production window during which the player will participate in the long-form content (it being understood that a player shall not be required or obligated to reschedule a pre-existing schedule conflict).

(c) A player's participation in a content series or session would count as one (1) promotional appearance on behalf of the WNBA pursuant to Article XXIV, Section 1 of this Agreement.

**Section 8. Tier 3 – Special Events.**

(a) Players would be required to engage in the following marketing engagements when they qualify for a below-described award, honor, or event, provided, however, that all content's primary purpose captured as part of Tier 3 – Special Events is to

promote a Team, the WNBA, players, and/or the sport of basketball, and shall not be used as an endorsement of any third-party sponsor, partner, and/or brand.

(i) All-Star Weekend. Each player selected as an All-Star is required to participate in:

(1) A content series that will capture the moment she is notified of her selection as an All-Star; and

(2) An on-site editorial content shoot showcasing that year's All-Stars.

(ii) Finals. Each player whose team participates in the Finals is required to participate in a league content circuit. Such content circuit will be conducted at a reasonable time.

(iii) End-of-Season Awards. Each player recognized with an end-of-season award is required to participate in:

(1) A content series that will capture the moment she is notified of her selection for the end-of-season award;

(2) An original content series related to the award; and

(3) An end-of-Season awards presentation and/or ceremony.

The WNBA will consult with the Players Association on the format of a multi-award ceremony.

## ARTICLE XXXV

### PROVISIONS WITH RESPECT TO CANADIAN EMPLOYMENT

#### **Section 1. Additional Canadian Provisions.**

(a) The bases upon which a player may be disciplined or discharged or a Player Contract terminated, as set forth in this Agreement and/or in the Standard Player Contract, shall constitute just and reasonable cause within the meaning of any applicable Canadian law or statute (federal or provincial) and, to the extent this Agreement or the Standard Player Contract provides specific penalties for such conduct, those penalties should apply.

(b) During the term of this Agreement, the WNBA and the Players Association shall consult regularly about issues relating to the workplace which affect the parties or any player bound by this Agreement.

(c) If and to the extent Sections 48 and 49 of the Ontario Labour Relations Act are or may be found applicable to this Agreement, the parties agree that the provisions thereof shall apply only to disputes between the Toronto Tempo and players employed by the Toronto Tempo. Furthermore, the parties agree and acknowledge that any termination and severance benefits provided to players pursuant to this Agreement (including the provisions of Player Contracts that provide, in certain circumstances, for the continued payment of Base Salary to a player following the termination of a Player Contract) shall be inclusive of any entitlement of the Player under the provisions of Sections 54-66 of the ESA and/or shall constitute a greater right or benefit to the Player pursuant to Section 5(2) of the ESA.

(d) The parties acknowledge and agree that a player employed pursuant to the provisions of a Standard Player Contract, Rest-of-Season Contract, 7-Day Contract, Developmental Contract, or a Replacement Contract is and/or shall be deemed to be an employee hired "on the basis that her employment is to terminate on the expiry of a definite term or the

completion of a specific task” within the meaning of paragraph 1 of Section 2(1) of Ontario Regulation 288/01, made under the ESA, so as to render inapplicable to WNBA players the provisions of Part XV of the ESA.

(e) The parties acknowledge and agree that the severance benefits provided to players pursuant to this Agreement (i.e., the provisions of Player Contracts that may provide, in certain circumstances, for the continued payment of Base Salary to a player following the termination of a Player Contract) constitute and/or shall be deemed to constitute a settlement binding on the player within the meaning of Section 6 of the ESA and/or “an amount paid to an employee for loss of employment under a provision of the employment contract based upon length of employment, length of service or seniority” within the meaning of paragraph 2 of Section 65(8) of the ESA.

(f) Upon the WNBA’s request, the Players Association shall cooperate with the WNBA in a reasonable manner in connection with any effort the WNBA may make to seek an exemption from any Canadian (federal or provincial) law or regulation affecting the employment relationship that is inconsistent with the provisions of this Agreement or any other agreement between the Players Association and the WNBA or between any player and any WNBA Team.

(g) All players employed by a WNBA Team shall be paid in U.S. dollars, regardless of where the Team by which such player is employed is based.

## ARTICLE XXXVI

### PLAYER ADVISORY PANEL

#### **Section 1. Purpose.**

The WNBA shall establish a Player Advisory Panel for the purposes of discussing issues relating to the operations of the WNBA, improving relations between players and the WNBA, and fostering the growth and success of the WNBA.

#### **Section 2. Structure.**

The Player Advisory Panel shall consist of the following members: five (5) WNBA players, the Executive Director of the Players Association (or his or her designee), the Commissioner (or her designee), and up to three (3) representatives of Teams. The respective players and Team representatives will be selected, and the length of their terms fixed, under such rules as the WNBA and the Players Association separately establish; the initial members of the Panel will be selected within thirty (30) days following the execution of this Agreement. The Panel will hold regular face-to-face meetings at least once each year during the Off-Season on a date and at a site mutually agreeable to the WNBA and the Players Association. The meetings may be attended by staff members of the WNBA and Players Association.

## ARTICLE XXXVII

### **INTEGRATION, ENTIRE AGREEMENT, INTERPRETATION & CHOICE OF LAW**

#### **Section 1. Integration, Entire Agreement.**

This Agreement, together with the exhibits hereto, constitutes the entire understanding between the parties and all understandings, conversations and communications, proposals, and counterproposals, oral and written (including any draft of this Agreement) between the WNBA and the Players Association, or on behalf of them, are merged into and superseded by this Agreement and shall be of no force or effect, except as expressly provided herein. No such understandings, conversations, communications, proposals, counterproposals or drafts shall be referred to in any proceeding by the parties. Further, no understanding contained in this Agreement shall be modified, altered or amended, except by a writing signed by the party against whom enforcement is sought.

#### **Section 2. Interpretation.**

The WNBA and Players Association recognize that this Agreement is separate and distinct from the collective bargaining agreement now in effect between the National Basketball Association (“NBA”) and the National Basketball Players Association (“NBPA”), and intend for this Agreement to be interpreted without reference to the NBA/NBPA collective bargaining agreement (or to any other current, prior or future agreement between the NBA or NBA Properties, Inc., on the one hand, and the NBPA on the other), to any Uniform Player Contract entered into pursuant to the current or any prior or future collective bargaining agreement between the NBA and the NBPA, to any of the provisions of such agreements or Contracts, to any judicial, arbitral, or administrative decision interpreting any of the foregoing, or to the fact that a subject was not or is not covered by or included in any such agreements or Contracts. Accordingly, the parties agree that they will make no reference to any such

agreements, Contracts, or decisions, or to the fact that a particular provision was not or is not included in any such agreement or Contract, or to any practice or policy of the NBA (or NBA Properties, Inc.) or the NBPA, in any arbitral, judicial, administrative, or other proceeding, including, without limitation, proceedings brought under Article XXII and XXIII of this Agreement. The parties further agree that no such agreement, Contract, provision (or absence of provisions), decision, practice, or policy may be relied upon by any decision maker in such proceedings.

**Section 3. Choice of Law.**

This Agreement (including all Exhibits hereto) is made under and shall be governed by the internal law of the State of New York, except where federal law may govern.

**ARTICLE XXXVIII**

**TERM OF AGREEMENT**

**Section 1. Expiration Date.**

This Agreement shall be effective as of March 19, 2026 and shall continue in full force and effect through January 15, 2033; provided that the WNBA and the Players Association shall each have the option, exercisable by providing written notice on or before January 15, 2031, to terminate this Agreement effective on January 15, 2032.

## ARTICLE XXXIX

### NO-STRIKE AND NO-LOCKOUT PROVISIONS

#### **Section 1. No Strike.**

During the stated term of this Agreement, neither the Players Association nor its members shall engage in any strikes, cessations or stoppages of work, or any other similar interference with the operations of the WNBA or any of its Teams.

#### **Section 2. No Lockout.**

During the stated term of this Agreement, neither the WNBA nor any Teams shall engage in any lockouts, cessations or stoppages of work or any other similar interference with the employment of WNBA players.

#### **Section 3. No Breach of Player Contracts.**

The Players Association 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 Standard Player Contract or Marketing and Promotional Agreement.

#### **Section 4. Best Efforts of Players Association.**

The Players Association will use its best efforts: to prevent each player from rendering, or threatening to render, services as a professional basketball player for another professional basketball league during each Season covered by a Standard Player Contract between such player and a WNBA Team; to prevent each player from refusing, or threatening to refuse, to participate in any WNBA Competition; to prevent each player from otherwise breaching, or threatening to breach, a Standard Player Contract or Marketing and Promotional Agreement; and to prevent each player from making any demand upon the WNBA or a Team, including, but not limited to, a demand that any Standard Player Contract or Marketing and Promotional Agreement be renegotiated during the term thereof.

**Section 5. Player's Threat to Withhold Services.**

The WNBA and the Players Association agree that a player who publicly demands a renegotiation of her Standard Player Contract or Marketing and Promotional Agreement, and who threatens to withhold the services she has agreed to render under such Standard Player Contract or Marketing and Promotional Agreement, or to perform at a level below her full capabilities unless such renegotiation takes place, shall be considered to have engaged in conduct impairing the faithful and thorough discharge of the player obligations under Article VI, Section 3.

**Section 6. No Discrimination.**

Neither the WNBA, any Team nor the Players Association shall discriminate in the interpretation or application of this Agreement against or in favor of any Player because of religion, race, national origin, sexual orientation, marital status or activity or lack of activity on behalf of the Players Association.

## ARTICLE XL

### INTERNATIONAL TOURNAMENT HIATUS

The following rules shall apply to any Season for which the WNBA, in its sole discretion, elects to adjust the Regular Season schedule of games to permit players to participate in the Olympic Games or the FIBA World Cup:

- (a) The WNBA shall determine, within its sole discretion, the period of time during such Regular Season that shall not include any WNBA games (a “Hiatus”);
- (b) Players not participating in the Olympic Games/FIBA World Cup shall be entitled to a vacation of seven (7) consecutive days (the “Vacation Period”) to commence either:
  - (i) the first day following such player’s last game before a Hiatus or, if such game is on the road, the first day back in the Team’s home city (the “Early Vacation”); or
  - (ii) the fifth (5th) day following such player’s last game before a Hiatus (the “Late Vacation”).Approximately half of the players on a Team will take the Early Vacation and the remaining players will take the Late Vacation. The determination as to which players will take the Early Vacation and which players will take the Late Vacation will be made prior to the conclusion of the training camp held for the Regular Season that includes a Hiatus by the Team in consultation with its players;
- (c) During a Hiatus, Teams may not hold more than seven (7) practices per week and no such practice may exceed three (3) hours in length, or four (4) hours in length if such practice includes film or conditioning activities;
- (d) Except during a Vacation Period, Teams shall be required to pay players the per day meal expense allowance for the applicable Season set forth in Article XI, Section 4 during a Hiatus.

(e) The Mid Point of any Regular Season during which there is a Hiatus shall be calculated by dividing the total number of calendar days in such Regular Season (not including the Hiatus) by two (2) and adding that number to the first day of such Regular Season. If the number that results from dividing the number of days in the Regular Season by two (2) is not a whole number, the number used to calculate the Mid Point shall be determined by rounding up to the nearest whole number;

(f) The Minimum Player Salary for Rest-of-Season Contracts will be the Minimum Annual Salary called for under Article V, Section 7 multiplied by a fraction, the numerator of which is the total number of days left in the Regular Season less (i) the number of days in the Hiatus for Contracts entered into prior to the commencement of the Hiatus, (ii) the number of days remaining in the Hiatus for Contracts entered into during the Hiatus, or (iii) zero (0) for Contracts entered into after the Hiatus, and the denominator of which is the number of days in the Regular Season (not including the Hiatus);

(g) The Maximum Player Salary for Rest-of-Season Contracts will be the Maximum Player Salary called for under Article V, Section 8 multiplied by a fraction, the numerator of which is the total number of days left in the Regular Season less (i) the number of days in the Hiatus for Contracts entered into prior to the commencement of the Hiatus, (ii) the number of days remaining in the Hiatus for Contracts entered into during the Hiatus, or (iii) zero (0) for Contracts entered into after the Hiatus, and the denominator of which is the number of days in the Regular Season (not including the Hiatus);

(h) Notwithstanding anything to the contrary in Article XXIV of this Agreement, one (1) promotional appearance made by each player during a Hiatus shall not count as an appearance under Article XXIV or Article XXVI of this Agreement, and no player shall be

required to participate in more than one (1) promotional appearance during a Hiatus that exceeds four (4) hours in length (excluding travel time);

(i) All players will be paid their Base Salary in eleven (11) equal, semi-monthly installments in any Season that includes a Hiatus, beginning on or about May 15 (but in no event more than one (1) week after the start of the Regular Season); and

(j) In the event that no All-Star Game is held during any Season that includes a Hiatus, the WNBA and the Players Association shall agree in good faith on how to re-allocate the bonus money that would have been paid (e.g., by increasing the First and Second Team All-WNBA bonuses for that year) to players named to the All-Star team (but not to players who may have earned All-Star-related bonuses such as those related to any skills competition).

## ARTICLE XLI

### OTHER

#### **Section 1. No Ownership Interest.**

No WNBA player shall either directly or indirectly hold any ownership interest in the WNBA or any WNBA Team. Notwithstanding the foregoing, the WNBA will consider, at some appropriate point in the future, discussions that could potentially lead to the possibility of players being provided with a limited opportunity to invest in the WNBA. Nothing herein shall obligate the WNBA in any way to permit player investment or ownership (directly or indirectly) in the WNBA or any WNBA Team, and the potential waiver or modification of the first sentence in this Section 1 shall be within the sole discretion of the WNBA.

#### **Section 2. Playing Rules and Officiating.**

(a) Up to three (3) representatives of the Players Association, two (2) of whom shall be active or recently retired players selected by the Players Association, shall be permitted to attend the meetings of the WNBA Competition Committee with respect to issues relating to the WNBA playing rules and officiating. The representatives of the Players Association shall collectively have one (1) vote (the same number as the representatives of a Team collectively) with respect to any recommendations regarding playing rules and officiating.

(b) Upon a request from the Players Association, representatives of the WNBA Basketball Operations and Referee Operations Departments shall meet (no more frequently than annually) with the Player Association and/or players to discuss issues relating to WNBA playing rules and officiating. The WNBA may request that representatives from the National Basketball Referees Association, including current referees, attend any such meeting.

**Section 3. Points of Emphasis, Official Playing Rules and Flagrant/Technical Foul Review.**

(a) Prior to the first day of each Season, the WNBA shall provide to the Players Association any educational video created by the WNBA regarding the officiating points of emphasis for such Season and the official playing rules of the WNBA; provided, however, that if the official playing rules are not finalized by the first day of the Season, the WNBA will (i) instead provide the Players Association with a summary of the changes to the official playing rules approved through the Competition Committee, and (ii) provide the Players Association with the official playing rules as soon as finalized thereafter.

(b) The WNBA will provide the Players Association, upon request, with access to video footage with additional camera angles (if such footage is available) for instances of in-game calls, fouls, and/or conduct that resulted in player discipline, and will make best efforts to provide such footage within twenty-four (24) hours of the request.

(c) Upon request from the Players Association, the parties shall agree to meet three (3) times annually – once during each Season (at or around the Mid-Point of the Regular Season), once at the end of the Regular Season (as close as practicable to the start of the playoffs), and once following each Season (at the meeting of the Competition Committee) – to review technical fouls and flagrant fouls as requested by the Players Association.

**Section 4. WNBA All-Star Game Participants.**

The League shall provide to each player selected as an All Star and playing in any All-Star Game held during a Season (a) one (1) first-class roundtrip flight, if available on the League-chosen flights (or standard commercial carrier flights selected by the player with similar arrival times) at the time of booking, (b) hotel accommodations for the days during which such players are providing services to the League in connection with their participation in such All-

Star Game and (c) four (4) complimentary tickets in the lower bowl of the arena for such All-Star game and any skills competitions.

**Section 5. Force Majeure.**

If an event or condition outside of the WNBA's control (such as war, terrorism, pandemic, weather emergency or natural disaster, governmental order, etc.) causes the WNBA to cancel and not reschedule one (1) or more Regular Season or playoff games (a "Force Majeure Event"), the compensation payable to each player on a Team that misses a game will be reduced by a fraction, the numerator of which is the number of missed games and the denominator of which is the sum of the number of the Team's scheduled Regular Season games and 3.1 (i.e., the average number of playoff games per Team in a Season) (for clarity, with such sum including any previously-scheduled but subsequently missed games). In addition, if a Force Majeure Event causes the WNBA to cancel and not reschedule at least twenty-five percent (25%) of the Regular Season and playoff games in a Season, the WNBA will have the option to terminate this Agreement effective as of December 31 following such Season with written notice to the Players Association provided no later than the December 1 following such Season. For purposes of the preceding sentence, the total number of future playoff games in respect of any shortened or canceled playoff series would be the average of the minimum and maximum number of future playoff games that could have been played absent the shortening or cancelation. During the period following delivery of the termination notice, the WNBA and Players Association will be required to engage in good faith negotiations for the purpose of entering into a successor agreement. In the event of a Force Majeure Event, the WNBA and any impacted Teams will make reasonable, good faith efforts to mitigate revenue losses due to the cancelled game(s) by, for instance, offering make goods to sponsors.

**Section 6. Security Standards.**

Each Team will be required to secure the services of at least one (1) security officer to be with the players during team-related travel, home and away games, and other Team events.

**Section 7. League Pass.**

Any player who is under a Standard Player Contract shall receive a free League Pass account that provides such player with access to all WNBA games (with no blackouts) in each Season of her Standard Player Contract. The WNBA will provide the Players Association with the opportunity to purchase, at fair market value to be reasonably determined by the WNBA, up to ten (10) WNBA League Pass accounts that provide access to all WNBA games (with no blackouts).

**Section 8. Fines Imposed on Teams.**

In the event that (a) a fine is imposed on a Team, Governor, or Team personnel (in each case, a "Team Fine") by the WNBA for violation of a league rule regarding (i) injury, illness, rest, or game status reporting, (ii) timing of free agency discussions, (iii) tampering, (iv) leaving the bench area during a game, or (v) Team criticism of game officials, and (b) such Team Fine amount is collected by the WNBA, then the WNBA shall remit fifty percent (50%) of the amount collected to a WNBPA Selected Charitable Organization (as defined in Article XIV, Section 4(a)), provided that the maximum amount that shall be remitted to the WNBPA Selected Charitable Organization in respect of any Team Fine shall be \$25,000.

**Section 9. Players Association Events.**

**(a) Team Meetings.**

If requested by the Players Association at least two (2) weeks in advance, each Team will provide the Players Association with an uninterrupted ninety (90) minute window in the Team's schedule during the Season in which the Players Association can conduct a meeting with the Team's players.

**(b) Pre-Draft Events.**

(i) Consistent with historical past practice, the Players Association will continue hosting the league's invited pre-draft rookies for a WNBPA Welcome Event and a full-day WNBPA Orientation Event, each held in conjunction with the Draft at a date and time mutually arranged with the WNBA. The Players Association will be responsible for any additional costs associated with the Players Association's events (including an additional night of hotel accommodations, if necessary) for the invited pre-draft rookies.

(ii) The WNBA shall provide notice to the Players Association about the date and location of the Draft no fewer than one hundred and twenty (120) days prior to the Draft (with the understanding that the Players Association will keep such information confidential) and the Players Association shall provide notice to the WNBA of its interest in hosting a WNBPA Welcome Event and/or Orientation Event, along with the planned locations and preferences for day and time, at least four (4) weeks prior to the Draft. The WNBA will make reasonable efforts to accommodate those preferences, subject to the Draft schedule and WNBA orientation events.

**(c) WNBA All-Star Weekend.**

Each WNBA All-Star Weekend, if requested by the Players Association at least six (6) months in advance and if then available, the WNBA will provide to the Players

Association for use (at the Players Association's own cost): (a) a premium event space (e.g., a player lounge or similar space), and (b) at least five (5) hotel rooms, each at the player hotel, subject to availability).

**Section 10. Inspection Rights.**

On or before the March 15 immediately preceding any Season, the Players Association may notify the WNBA that it wishes to have one or more of its employees conduct an inspection of any Team practice or playing facilities, which inspection must be completed prior to the immediately succeeding April 1 at a reasonable time mutually agreed between the Players Association and the applicable WNBA Team. The parties agree to engage in reasonable discussions with respect to any issues with such Team practice or playing facilities that arise as a result of such inspection.

**Section 11. Implementation of Agreement.**

(a) The WNBA and the Players Association will use their respective best efforts and take all reasonable steps to have WNBA Teams and players comply with the terms and provisions of this Agreement.

(b) The WNBA and the Players Association shall use their respective best efforts and take all reasonable steps to cooperate and defend the enforceability of this Agreement against any challenge thereto.

**Section 12. Visas.**

The Players Association agrees to provide full cooperation and assistance to the WNBA and WNBA Teams in securing visas for WNBA players, including, but not limited to, promptly responding to any requests for P-1 opinion letters.

**Section 13. Headings and Organization.**

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

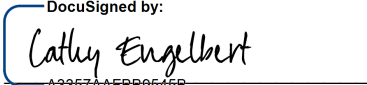
**Section 14. Time Periods.**

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

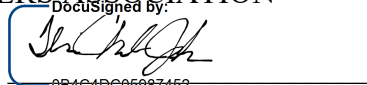
**Section 15. Exhibits.**

All of the Exhibits hereto, including but not limited to the Standard Player Contract, are an integral part of this Agreement and of the agreement of the parties thereto.

WNBA, LLC

By:  Cathy Engelbert  
Commissioner

WOMEN'S NATIONAL BASKETBALL  
PLAYERS ASSOCIATION

By:  Terri Carmichael Jackson  
Executive Director

**EXHIBIT 1**

**STANDARD PLAYER CONTRACT**

**Women's National Basketball Association  
Standard Player Contract**

The parties to this Contract are \_\_\_\_\_ (the "Team"),  
a member of the Women's National Basketball Association (the "WNBA" or "League"), and  
\_\_\_\_\_ (the "Player").

The Team wishes to employ Player, and Player wishes to serve, as a skilled  
basketball player for the Team, subject to the terms and conditions of this Contract.

The parties agree as follows:

1. Term of Contract

The term of this Contract shall commence on \_\_\_\_\_, \_\_\_\_\_ and end  
on May 1, \_\_\_\_\_ (or, if earlier, the first day of training camp following the final Season covered  
hereunder).

2. Player Services

(a) During the term of this Contract, the Player shall: (i) attend and play all  
games in which the Team is scheduled to play (including pre-season, Regular Season, and  
playoff games); (ii) attend and participate in all practices, training and conditioning sessions,  
shoot-arounds, and meetings scheduled by the Team during the Season; (iii) attend and play, if  
selected, in the WNBA's All-Star Game and in associated games and skills competitions and  
every event conducted in association with such All-Star Game (including, but not limited to, a  
reasonable number of media sessions); (iv) attend and play, if invited (and if such attendance is  
required pursuant to Article XIX of the Collective Bargaining Agreement currently in effect  
between the WNBA and the Women's National Basketball Players Association ("WNBPA"))

(hereinafter referred to as the “CBA”)), in any tours or exhibitions scheduled by the WNBA; (v) attend and participate in any mandatory programs scheduled by the WNBA in accordance with the CBA; (vi) serve as a spokesperson for and promote the Team, the WNBA, and the sport of basketball and devote reasonable time to the performance of such duties; (vii) cooperate with all reasonable requests of the news media and, upon the request of the Team or the WNBA, consent to and make herself available for interviews conducted at reasonable times, including interviews before, during, or after WNBA Competitions (whether in specially designated interview rooms, interview areas, or elsewhere), and for interviews conducted during off-days or during the Off-Season (it being understood that any interviews conducted during the Off-Season shall be conducted at times mutually agreeable to the player and the Team or WNBA); and (viii) upon the reasonable request of the Team, the WNBA, or a League-Related Entity, consent to the wearing of a wireless microphone during games and/or practices (and the broadcast of captured audio).

(b) The Player shall perform her duties and responsibilities at such place or places and at such times as may be reasonably designated by the Team or WNBA consistent with the terms of the CBA.

3. Compensation

(a) As full compensation for her services under this Contract and the rights granted to the Team and the WNBA under this Contract, the Player shall receive the Base Salary set forth in Exhibit 1 or Exhibit 1A, as applicable (and, if applicable, an Active Games Bonus provided for in Exhibit 1A), which shall be payable in U.S. dollars in equal, semi-monthly installments beginning on or about May 15 (but in no event more than one week after the start of the Regular Season) and ending on or about September 1.

(b) The Player shall be eligible to receive certain bonuses (related to individual and/or Team performance) during the term of the CBA in accordance with Article IX of the CBA as well as any bonus, if applicable, contained in Exhibit 8.

4. Termination

This Contract is subject to the termination provisions provided for in Article V, Section 6 of the CBA.

5. Promotional Appearances and Marketing Engagements

The Player will make herself available for the promotional appearances required under Article XXIV and the marketing engagements required under Article XXXIV of the CBA.

6. Licensing and Marketing

(a) The Player hereby grants to WNBA Enterprises, the WNBA, and the Team the right to use her Player Attributes in the manner set forth in Article XXVI of the CBA and in the agreement between WNBA Enterprises and the WNBPA, effective as of March 19, 2026 (the “License Agreement”), a copy of which will, upon her request, be furnished to the player. The player agrees to adhere to the terms of Article XXVI of the CBA and of the License Agreement.

(b) The Player agrees that the WNBA, WNBA Enterprises, and/or the Team may use the Player’s name, nickname, and/or the Player’s Player Attributes as such Player Attributes may be captured in game action footage or photographs, in any advertising, marketing or collateral materials or public service or marketing programs conducted by the WNBA, WNBA Enterprises, or the Team that, without regard to whether such use includes sponsor identification, is intended to (i) promote (x) the Team, the WNBA, players, and/or the sport of basketball, (y) any game or competition in which the Team or a group of players participates, or (z) any

telecast or broadcast of such game or competition and/or (ii) further the development, popularity, or growth of the WNBA, the Team, and/or the sport of basketball (e.g., in connection with basketball clinics, “grass roots” programs, and similar activities). WNBA Enterprises, the WNBA, and the Team shall be entitled to use the Player’s Player Attributes individually pursuant to the preceding sentence and shall not be required to use the Player’s Player Attributes in a group or as one of multiple players; provided, however, that no such use made by WNBA Enterprises, the WNBA or the Team shall constitute an endorsement or testimonial by the Player of any product or service.

(c) The Player agrees that WNBA Enterprises, the WNBA, and/or the Team shall have the right to take and use her Pictures in accordance with the provisions of Article XXVI of the CBA.

(d) The Player hereby assigns to the WNBPA and its licensing affiliates, if any, the exclusive right to use and to grant to persons, firms, or corporations (collectively “WNBPA licensees”) the right to use her Player Attributes in group licensing programs. Group licensing programs are defined as those licensing programs in which a WNBPA licensee utilizes a total of four (4) or more WNBA player images on products that are sold at retail or products used as promotional or premium items. The Player retains the right to grant permission to a licensee to utilize her image if that licensee is not concurrently utilizing the images of three (3) or more other WNBA players on products that are sold at retail or products that are used as promotional or premium items. If the Player’s inclusion in a particular WNBPA group licensing program is precluded by an individual exclusive endorsement agreement, and the Player provides the WNBPA with timely written notice of that preclusion, the WNBPA will exclude the Player from that particular program provided that no such preclusion shall apply to any Exempted Item

(as defined below). In consideration for this assignment of rights, the WNBPA will use the revenues it receives from group licensing programs to support the objectives as set forth in the By-laws or Resolutions of the WNBPA. The WNBPA will use its best efforts to promote the use of WNBA Player Attributes in group licensing programs, to provide group licensing opportunities to all WNBA players, and to ensure that no entity utilizes the group licensing rights granted to the WNBPA without first obtaining a license from the WNBPA. The assignment in this paragraph shall expire on December 31 of the later of (a) the third year following the execution of this Contract, or (b) the year in which this Contract expires. Neither the Team nor the WNBA is a party to the terms of this paragraph, which is included herein solely for the administrative convenience and benefit of the Player and the Players Association, and any breach of this paragraph by the Player or the Players Association shall not affect the contractual relationship between the Team and the Player. The WNBPA shall indemnify and hold harmless the Team, the WNBA, and WNBA Enterprises, and its or their respective owners, directors, officers, agents, affiliates, successors, assigns, and licensees from and against all liability and costs (including attorneys' fees) arising out of any alleged breach of this paragraph 6(d), any WNBPA group licensing program, or the acts and omissions of WNBPA licensees. The terms of this subparagraph apply unless, at the time of execution of this Contract, the Player indicates by striking out this subparagraph (d) and marking her initials adjacent to the stricken language indicating her intention to not participate in any WNBPA group licensing program, it being understood that any such election by the Player shall not apply to any Exempted Item as that term is defined in Article I of the CBA. The Exempted Items, which may not be opted out of by the Player, shall include, but shall not be limited to, authentic or replica WNBA uniforms, trading cards, and video games. Nothing in this subparagraph shall be construed to supersede,

limit, or otherwise alter in any way whatsoever the rights of the Team, WNBA Enterprises, or the WNBA pursuant to this Contract, the License Agreement, or Article XXVI of the CBA.

(e) The Player has not granted and will not grant during the term of the CBA rights for group licensing purposes that are in conflict with the WNBPA's, WNBA Enterprises', the WNBA's, and the Team's rights under this Contract or the CBA.

7. Representations and Warranties

The Player represents, warrants, covenants, and agrees as follows:

(a) that she is not obligated to play basketball in or for any entity other than the Team during any WNBA Season during the term of this Contract (including any Option Year);

(b) that she is free to enter into and perform this Contract in accordance with its terms and, by doing so, she is not (and will not) violate any other agreement to which she is a party or by which she is bound;

(c) that as of the date of her execution of this Contract she is physically able to perform the services hereunder, and is not aware of any condition that may result in her becoming physically unable to perform the services hereunder (or, if she is not physically able to perform the services hereunder or is aware of a condition that may result in her becoming physically unable to perform the services hereunder, she has disclosed the foregoing to the Team); and

(d) that she has disclosed and submitted all sponsorship, endorsement, and licensing agreements (including all agreements with respect to footwear with any financial terms redacted) to which she is a party in existence as of the date of her execution of this Contract and that copies of all such pre-existing agreements are attached to Exhibit 6 of this Contract.

8. WNBA Anti-Drug Program

The Player agrees to adhere to the requirements of the WNBA Anti-Drug Program set forth in Article XXI of the CBA, and recognizes that failure to adhere to those requirements may result in discipline, including fines and/or suspensions. The Player acknowledges that this Contract may be terminated in accordance with the express provisions of the Anti-Drug Program, and that any such termination will result in the Player's immediate dismissal and disqualification from any employment by the WNBA and any or its Teams. Notwithstanding any terms or provisions of the Contract (including any amendment hereto), in the event of such termination, all obligations of the Team, including obligations to pay Base Salary, shall cease, except the obligation of the Team to pay the Player's earned Base Salary (and/or, if applicable, any earned Active Games Bonus) up to the date of termination.

9. Conduct

The Player agrees to adhere to the requirements set forth in Article XIV of the CBA, and recognizes that the failure to adhere to those requirements may result in reasonable discipline.

10. Hazardous Activity and Other Sports

The Player and the Team acknowledge and agree that the Player's participation in other sports or hazardous activities may impair or destroy her ability and skill as a basketball player. Accordingly, the Player agrees that she will not, without the written consent of the Team, engage in any sport or activity that a reasonable person would recognize as involving or exposing the participant to a substantial risk of bodily injury (including, but not limited to, motorcycling, auto racing, sky-diving, bungee-jumping, hang-gliding, in-line skating, skiing, boxing, wrestling, football, soccer, baseball, field or ice hockey, or lacrosse). Nothing contained

in this Contract shall require the Player to obtain the written consent of the Team in order to participate in the sport of basketball in accordance with Article XVIII of the CBA or, as an amateur, in the sport of golf, tennis, handball, swimming, weight training, aerobics, distance running, hiking, biking, softball, or volleyball, and other similar sports that a reasonable person would not recognize as involving or exposing the participant to a substantial risk of bodily injury.

11. Release

The Player hereby releases and waives every claim she may have, or that may arise, against the Team, the WNBA, every other WNBA Team, and all of their related entities, against all of their respective directors, officers, owners, stockholders, trustees, partners, employees, successors, and assigns (excluding persons employed as players by a WNBA Team) and their related entities, against any person retained by the WNBA and/or the WNBPA in connection with the Anti-Drug Program, and against the Arbitrator and any other arbitrator or expert retained by the WNBA and/or the WNBPA under the terms of the CBA, howsoever caused or arising and whether or not by negligence, arising out of or in connection with (i) any injury that is subject to the provisions of Article XX of the CBA, (ii) any fighting or other form of violent and/or unsportsmanlike conduct occurring during the course of any practice and/or any pre-season, Regular Season, and/or playoff game (on or adjacent to the playing floor or in or adjacent to any facility used for practices or games) or during the Player's performance of any of the services under this Contract, (iii) the testing procedures or the imposition of any penalties set forth in paragraph 8 hereof and in the Anti-Drug Program, or (iv) any injury suffered in the course of her employment as to which she has or would have a claim for workers' compensation

benefits. The foregoing shall not apply to any claim of medical malpractice against a physician or other medical personnel.

12. Unique Skills

The Player represents and agrees that she has extraordinary and unique skill and ability as a basketball player, that the services to be rendered by her under this Contract cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach by the Player of this Agreement will cause irreparable injury to the Team and its assignees and the WNBA. Therefore, if it is alleged by the Team that the Player: (i) is playing, attempting or threatening to play, or negotiating for the purpose of playing basketball for any person, firm, or organization other than the Team (a “Third Party”) during any WNBA Season during the term of this Contract, (ii) negotiating or attempting to negotiate an agreement that would preclude the Player from playing for the Team during any WNBA Season during the term of this Contract, or (iii) has agreed or has entered into an agreement that would preclude the Player from playing for the Team during any WNBA Season during the term of this Contract, then, in each case, the Team and its assignees or the WNBA (in addition to any other remedies that may be available to them under this Contract or applicable law) shall have the right to obtain from any court or arbitrator having jurisdiction such equitable relief as may be appropriate, including a decree enjoining the Player from playing basketball for any Third Party during any WNBA Season during the term of this Contract. In any suit, action, or arbitration proceeding brought to obtain such relief, the Player hereby waives her right, if any, to trial by jury, and, to the extent permitted by applicable law, waives her right, if any, to interpose any counterclaim or set-off for any cause whatsoever.

13. Dispute Resolution

In the event of any dispute arising between the Player and the WNBA or the Team relating to any matter arising under this Contract, or concerning the performance or interpretation thereof (except for a dispute arising under paragraph 12 hereof) such dispute shall be resolved in accordance with the grievance and arbitration or dispute resolution procedures set forth in the CBA.

14. Validity and Filing

(a) This Contract shall be valid and binding upon the Team and the Player immediately upon its execution.

(b) The Team agrees to file a copy of this Contract, and/or any amendment(s) thereto, with the Commissioner as soon as practicable by email and overnight mail, but in no event may such filing be made more than forty-eight (48) hours after the execution of this Contract and/or amendment(s).

(c) If pursuant to league rules or the CBA, the Commissioner disapproves this Contract (or amendment) within ten (10) days after the receipt of a complete copy thereof in her office, this Contract (or amendment) shall thereupon terminate and be of no further force or effect and the Team and the Player shall thereupon be relieved of their respective rights and liabilities thereunder. If the Commissioner's disapproval is subsequently overturned in any proceeding brought under the arbitration provisions of the CBA (including any appeals), the Contract shall again be valid and binding upon the Team and the Player, and the Commissioner shall be afforded another ten-day period to disapprove the Contract (based on the Team's Room at the time the Commissioner's disapproval is overturned) as set forth in the foregoing sentence. The WNBA will promptly inform the WNBPA if the Commissioner disapproves this Contract.

15. Assignment

The Team shall have the right to assign this Contract to any other WNBA Team and the Player agrees to accept such assignment and to faithfully perform and carry out this Contract with the same force and effect as if it had been entered into by the Player with the assignee Team instead of with the Team.

16. General Matters

(a) This Contract (including any Exhibits hereto) contains the entire agreement between the parties and, except as provided in the CBA, sets forth all components of the Player's compensation from the Team or any Team Affiliate, and there are no other agreements or transactions of any kind (whether disclosed or undisclosed to the WNBA), express or implied, oral or written, or promises, undertakings, representations, commitments, inducements, assurances of intent, or understandings of any kind (whether disclosed or undisclosed to the WNBA): (i) concerning any future Extension or other amendment of this Contract or the entry into any new Player Contract, or (ii) involving compensation or consideration of any kind (including, without limitation, an investment or business opportunity) to be paid, furnished, or made available to the Player, or any person or entity controlled by, related to, or acting with authority on behalf of the Player, by the Team or any Team Affiliate.

(b) The Parties agree and acknowledge that this Contract is subject to all of the CBA's terms and provisions, and that all capitalized terms that are not otherwise defined in this Contract shall be defined in accordance with the definitions set forth in the CBA.

EXAMINE THIS CONTRACT AND ALL  
EXHIBITS CAREFULLY BEFORE SIGNING

**AGREED TO AND ACCEPTED:**

The Player:

Signature: \_\_\_\_\_

Full Name (print): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

The Team:

By: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT CERTIFICATION**

(To be completed only if Player was represented by an agent who negotiated the terms of this Contract. If this Certification is not completed, the agent shall be deemed to have waived their right to receive compensation from the Player for this Contract.)

I, the undersigned, having negotiated this Contract on behalf of \_\_\_\_\_, do hereby swear and certify, under penalties of perjury, that the terms of Paragraph 16(a) of this Contract are true and correct to the best of my knowledge and belief, and that I am a certified player agent authorized to represent the Player in accordance with the Agent Regulation Program of the Women’s National Basketball Players Association.

\_\_\_\_\_  
Player Representative

\_\_\_\_\_  
Print or Type Name of Player Representative

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me personally came \_\_\_\_\_ and acknowledged to me that she/he had executed the foregoing Agent Certification.

Notary Public

**STANDARD PLAYER CONTRACT**  
**Exhibit 1 — Base Salary**

Player:

Date:

Season

Base Salary

Initialed:

\_\_\_\_\_

Player

\_\_\_\_\_

Team

**STANDARD PLAYER CONTRACT**  
**Exhibit 1A – Player Development Contract Base Salary**

Player:

Date:

| <u>Season</u> | <u>Base Salary</u> | <u>Active Games Pay Rate</u> |
|---------------|--------------------|------------------------------|
|---------------|--------------------|------------------------------|

**This Contract is intended to provide for a Base Salary equal to the Player Development Base Salary and shall be deemed amended to the extent necessary to so provide. In addition, Player shall receive from Team an Active Games Bonus in an amount equal to the number of Regular Season games for which Player is activated while under this Player Development Contract, multiplied by the Active Games Pay Rate set forth above.**

**Regular Contract Conversion Option.** Team shall have the option to convert this Contract to a Regular Contract (“Regular Contract Conversion Option”). Team’s Regular Contract Conversion Option may be exercised by providing written notice to Player that is either personally delivered to Player or her representative or sent by email or prepaid certified, registered, or overnight mail to the last known address of Player or her representative with a copy to the Players Association and the WNBA. If Team exercises the Regular Contract Conversion Option, the Base Salary and Active Games Bonus amounts set forth above in this Exhibit 1A will immediately become null and void and of no further force or effect, Player’s Base Salary for the remaining term of this Contract shall be equal to the Player’s applicable Minimum Player Salary for a term equal to the remainder of the original term of this Contract beginning on the date such option is exercised, and all other terms and conditions of this Contract shall remain applicable.

Initialed:

|        |       |
|--------|-------|
| _____  | _____ |
| Player | Team  |

**STANDARD PLAYER CONTRACT**  
**Exhibit 2 — Base Salary Protection**

Player:

Date:

| <u>Season</u> | <u>Type of Protection</u> | <u>Amount of Protection</u> | <u>Additional Conditions or Limitations</u> |
|---------------|---------------------------|-----------------------------|---|
|---------------|---------------------------|-----------------------------|---|

Initialed:

|        |       |
|--------|-------|
| _____  | _____ |
| Player | Team  |

**STANDARD PLAYER CONTRACT**  
**Exhibit 3 — Prior Injury Exclusion**

Player:

Date:

The Player's right to receive her Base Salary as set forth in Article V, Section 6(a)(i) and 6(c) of the CBA or otherwise is limited or eliminated with respect to the following reinjury of the injury or aggravation of the condition set forth below:

Describe injury or condition:

Describe extent to which liability for Base Salary is limited or eliminated:

Initialed:

\_\_\_\_\_  
Player                      Team

**STANDARD PLAYER CONTRACT**  
**Exhibit 4 — Rookie Option**

The Team shall have the option to extend the term of this Contract for one (1) twelve (12) month period beyond its initial term. Such option shall be exercisable by the Team, in its sole discretion, by written notice to the Player or her representative on or before the May 1 following the second WNBA Season covered by this Contract. If the Team exercises the option pursuant to this Exhibit 4, the terms and conditions of the Contract for the Option Year will be the same as those for the third year of the Contract, except that the Base Salary to be paid to the Player for the Option Year shall be as set forth in Article VIII. The exercise of this option by the Team shall in no way guarantee that the Player will make the Team during the Option Year.

Initialed:

\_\_\_\_\_      \_\_\_\_\_  
Player              Team

**STANDARD PLAYER CONTRACT**  
**Exhibit 5 – Physical Exam**

Player:

Team:

Date:

The Player and the Team agree that this Contract will be invalid and of no further force and effect unless the Player passes, in the sole discretion of a physician designated by the Team, a physical examination conducted in accordance with Article V, Section 15(i) of the CBA that is (i) conducted within three (3) business days of the execution of this Contract, and (ii) the results of which are reported by the Team to the Player within six (6) business days of the execution of this Contract. The Player agrees to supply complete and truthful information in response to all questions posed to her in connection with any such examinations (it being agreed that only questions reasonable and medically appropriate may be posed).

Initialed:

\_\_\_\_\_      \_\_\_\_\_  
Player                  Team

**STANDARD PLAYER CONTRACT**  
**Exhibit 6 — Pre-Existing Sponsorship, Endorsement and Licensing Agreements**

Agreements with the following entities are attached to this Contract:

**STANDARD PLAYER CONTRACT**  
**Exhibit 7 – Sign and Trade**

Player:

Team:

Date:

The Player and Team agree that this Contract will be invalid and of no force and effect unless the Contract is traded to the [assignee team] within forty-eight (48) hours of its execution, and all conditions to such trade are ultimately satisfied.

Initialed:

\_\_\_\_\_

Player

\_\_\_\_\_

Team

**STANDARD PLAYER CONTRACT**  
**Exhibit 8 – Trade Payments**

Player:

Team:

Date:

In the event this Contract is traded by the Team executing the Contract to another WNBA Team, the Player shall be entitled to receive from the assignor Team, within thirty (30) days of the date of such trade, the following payment:

Initialed:

|        |       |
|--------|-------|
| _____  | _____ |
| Player | Team  |

## EXHIBIT 2

### WNBA ANTI-DRUG PROGRAM

#### **Section 1. Definitions.**

As used in this Exhibit 2, the following terms shall have the following meanings:

- (a) “Agreement” means the Collective Bargaining Agreement entered into between the WNBA and the Players Association effective as of March 19, 2026.
- (b) “Authorization for Testing” shall mean a notice issued by the Independent Expert pursuant to the provisions of Section 5 below in the form annexed hereto as Exhibit A
- (c) “Benzodiazepines” shall mean any of the substances listed as benzodiazepines on Exhibit B annexed hereto.
- (d) “Come Forward Voluntarily” shall mean that a player has directly communicated to the Medical Director her desire to enter the Program and seek treatment for a problem involving the use of a Drug of Abuse or synthetic cannabinoid. Such communication may be facilitated by a representative of the WNBA or the Players Association (e.g., by arranging a conference call among the player, the Medical Director, and such representative in which this communication occurs). A player may not Come Forward Voluntarily if, prior to her direct communication to the Medical Director, the WNBA has been notified by the applicable laboratory that the player’s most recent drug test was positive or produced an atypical finding for a Drug of Abuse or synthetic cannabinoid. A player may not Come Forward Voluntarily for the use of a SPED or Diuretic.
- (e) “Counselors” shall mean the persons, if any, selected by the Medical Director to provide counseling and other treatment to players in the Program.

(f) “Diuretics” shall mean any of the substances listed as diuretics on Exhibit B annexed hereto.

(g) “Drugs of Abuse” shall mean any of the substances listed as drugs of abuse on Exhibit B annexed hereto.

(h) “Drugs of Abuse Program” shall mean (i) the testing program for Drugs of Abuse set forth in this Exhibit 2, and (ii) the education, treatment, and counseling program for Drugs of Abuse established by the Medical Director (after consultation with the WNBA and the Players Association), which may contain such elements — including, but not limited to, urine, blood, breath, or other testing for Prohibited Substances other than SPEDs — as may be determined by the Medical Director in his or her professional judgment.

(i) “First-Year Player” shall mean a player who is a party to a Standard Player Contract and who, prior to the then-current Season, has not been on the roster of a WNBA Team following the first game of a Regular Season.

(j) “HGH Blood Testing” shall mean the collection and testing of blood samples for Human Growth Hormone.

(k) “In-Patient Facility” shall mean such treatment center or other facility as may be selected by the Medical Director and agreed upon by the WNBA and the Players Association.

(l) “Independent Expert” or “Expert” shall mean the person selected by the WNBA and the Players Association in accordance with Section 2(b) below.

(m) “Marijuana and Alcohol Treatment Programs” shall mean the education, treatment, and counseling programs for marijuana and alcohol established by the Medical Director (after consultation with the WNBA and the Players Association), which program may

contain such elements — including, but not limited to, urine, blood, breath, or other testing for marijuana, alcohol, or Prohibited Substances other than SPEDs — as may be determined by the Medical Director in his or her professional judgment.

(n) “Medical Director” shall mean the person selected by the WNBA and the Players Association in accordance with Section 2(a) below.

(o) “Off-Season” shall mean, for any given player, the period beginning on the day after the last game of that player’s Team’s Season and ending the day before the first day of that player’s Team’s training camp.

(p) “Prohibited Substance” shall mean any of the substances listed on Exhibit B annexed hereto and any other substance added to such Exhibit under the provisions of Section 16 below.

(q) “Program” shall mean this Anti-Drug Program, and shall include the Drugs of Abuse Program, the Marijuana and Alcohol Treatment Programs, the SPED Program, and the Synthetic Cannabinoid Program.

(r) “Prohibited Substances Committee” shall mean the committee selected by the WNBA and the Players Association in accordance with Section 2(d) below.

(s) “SPED” shall mean any of the steroids, performance-enhancing drugs and masking agents (other than Diuretics) listed on Exhibit B annexed hereto.

(t) “SPED Program” shall mean (i) the testing program for SPEDs and Diuretics (but not for any other Prohibited Substance) set forth in this Exhibit 2, and (ii) the education, treatment, and counseling program for SPEDs and Diuretics established by the Medical Director (after consultation with the WNBA and the Players Association), which may contain such elements — including, but not limited to, urine, blood, breath or other testing for

SPEDs and Diuretics (but not for any other Prohibited Substance) — as may be determined by the Medical Director in his or her professional judgment.

(u) “Synthetic Cannabinoid Program” shall mean the (i) testing program for synthetic cannabinoids (but not for any other Prohibited Substance set forth in this Exhibit 2, and (ii) the education, treatment, and counseling program for synthetic cannabinoids establish by the Medical Director (after consultation with the WNBA and Players Association), which may contain such elements — including, but not limited to, urine, blood, breath or other testing for Prohibited Substances other than SPEDs — as may be determined by the Medical Director in his or her professional judgment.

(v) “Tender” shall mean an offer of a Standard Player Contract, signed by the Team, that is either personally delivered to the player or her representative or sent by prepaid certified, registered, or overnight mail to the last known address of the player or her representative.

(w) “Veteran Player” shall mean any player who is not a First-Year Player.

All other capitalized terms shall be defined in accordance with the definitions set forth in the Agreement.

## **Section 2. Administration.**

(a) The WNBA and the Players Association shall jointly select a Medical Director who shall be a person experienced in the field of testing and treatment for substance abuse. The Medical Director shall have the responsibility, among other duties, for selecting and supervising any Counselors and other personnel necessary for the effective implementation of the Program, for making medical review determinations for Prohibited Substances, for

evaluating and treating players subject to the Program, and for otherwise managing and overseeing the Program, subject to the control of the WNBA and the Players Association.

(b) The WNBA and the Players Association shall jointly select an Independent Expert who shall be a person experienced in the field of substance abuse detection and enforcement and shall be authorized to issue Authorizations for Testing in accordance with Section 5 below.

(c) The Medical Director and the Independent Expert shall each serve for the duration of the Agreement, unless either the WNBA or the Players Association has, by March 1 of any year covered by the Agreement, served written notice of discharge upon the other party and, as appropriate, the Medical Director and/or the Independent Expert. Such notice of discharge shall be effective as of the immediately following March 31; provided, however, that if the parties do not reach agreement by such March 31 as to who shall serve thereafter as the Medical Director and/or the Independent Expert, as the case may be, each party shall, by the immediately following April 1, appoint a person who shall have no relationship to or affiliation with that party. Such persons shall then have until the immediately following May 1 to agree on the appointment of a new Medical Director and/or Independent Expert. Until a new Medical Director and/or Independent Expert has been appointed, the previous Medical Director and/or Independent Expert shall continue to serve.

(d) (i) The WNBA and the Players Association shall form a Prohibited Substances Committee, which shall be comprised of one representative from the WNBA, one representative from the Players Association, and three individuals jointly selected by the WNBA and the Players Association who shall be experts in the field of testing and

treatment for drugs of abuse and performance-enhancing substances. The members of this Committee shall serve for the duration of the Agreement.

(ii) The members of the Prohibited Substances Committee shall meet (either in person or by conference call) at least once each Season and once each Off-Season (the “Annual Meetings”). The Annual Meetings shall be scheduled by the WNBA after consultation with the Players Association. At the Annual Meetings, the Committee shall review the Program’s list of Prohibited Substances, and discuss general anti-doping issues (including, but not limited to, advances in drug testing science and technology, and modifications to relevant anti-doping policies of other sports organizations). The Committee shall also make recommendations to the WNBA and Players Association for changes to the list of Prohibited Substances (including the determination of laboratory analysis cutoff levels).

(iii) As of March 1, 2020, and as of each successive March 1, either of the parties to this Agreement may discharge any jointly-selected member of the Prohibited Substances Committee by serving thirty (30) days’ prior notice upon that person and upon the other party to the Agreement. In the case of such discharge, or in the event a Committee member resigns, and if the parties are unable to agree on a replacement Committee member within thirty (30) days, then the parties shall request a list of seven (7) names of potential replacements prepared by the Medical Director and any remaining jointly-selected Committee members, and, within seven (7) days, shall select the necessary replacement by alternately striking names from the list until only one (1) remains.

(e) Unless specifically stated otherwise herein, all costs of the Program in excess of those covered by any insurance plan provided for players by the WNBA, including the fees and expenses of the Medical Director, the Independent Expert, and the Prohibited Substances Committee shall be shared equally by the WNBA and Players Association. The fees and expenses incurred by the WNBA in conducting testing pursuant to Sections 5, 6 and 16 below shall be assumed by the WNBA. The Players Association's share shall be paid by the WNBA and included in Total Benefits under Article XII, Section 1 of this Agreement.

(f) Any and all disputes arising hereunder shall be resolved in accordance with Article XXII of the Agreement; provided, however, that in any challenge to a decision, recommendation, or other conduct of the Medical Director, Independent Expert, or Prohibited Substances Committee, or in any challenge to an action or process over which the Medical Director has supervision, the Arbitrator shall apply an "arbitrary and capricious" standard of review; and provided further that nothing in this Section 2(f) shall limit or otherwise affect Paragraph 11 of the Standard Player Contract. Notwithstanding the foregoing, neither party, nor any player or Team, may challenge a determination made by the applicable Program laboratory of whether the estimated or adjusted concentration of a Prohibited Substance that is subject to a confirmatory laboratory analysis level set forth in Exhibit E hereto exceeds the relevant single-point calibrator in a player's "A" and/or "B" sample.

**Section 3. Confidentiality.**

(a) Other than as reasonably required in connection with the suspension or disqualification of a player, the WNBA, WNBA Teams, and the Players Association, and all of their members, affiliates, agents, consultants, and employees, are prohibited from publicly disclosing information about the diagnosis, treatment, prognosis, test results, compliance, or the

fact of participation of a player in the Program (“Program Information”). If a player is suspended or disqualified for conduct involving a Drug of Abuse, Diuretic, synthetic cannabinoid, a felony conviction for the distribution of marijuana (including by a plea of guilty, no contest, or nolo contendere), or, following consultation with the Players Association, for failing to comply with her treatment program as prescribed by the Medical Director, the WNBA may publicly disclose the applicable penalty (but may not, for clarity, publicly disclose the particular Prohibited Substance involved, absent the agreement of the Players Association or the prior disclosure of such information by the player (or by a person authorized by the player to disclose such information)). If a player is suspended or disqualified for conduct involving a SPED, the particular SPED shall be publicly disclosed along with the announcement of the applicable penalty.

(b) The Medical Director and the Counselors and all of their affiliates, agents, consultants, and employees, are prohibited from publicly disclosing Program Information; provided, however, that the Medical Director shall not be prohibited from disclosing such information to the WNBA and the Players Association.

(c) The Independent Expert is prohibited from publicly disclosing any information supplied to him or her by the WNBA or the Players Association pursuant to Section 5 below.

(d) Members of the Prohibited Substances Committee are prohibited from publicly disclosing any information obtained by them in connection with their duties as Committee members. If a jointly-selected member of the Committee violates this Section 3(d), he or she shall be immediately discharged from the Committee.

(e) Any Program Information that is publicly disclosed (i) under Section 3(a) above, (ii) by the player, (iii) with the player's authorization, or (iv) through release by sources other than the WNBA, WNBA Teams, the Players Association, the Medical Director, the Counselors, the Independent Expert, or the Prohibited Substances Committee, or any of their members, affiliates, agents, consultants, and employees, will, after such disclosure, no longer be subject to the confidentiality provisions of this Section 3.

(f) Other than as reasonably required by the Reasonable Cause Testing procedure set forth in Section 5 below, neither the WNBA nor the Players Association shall divulge to any other person or entity (including their respective members, affiliates, agents, consultants, employees, and the player and such player's Team):

(i) that it has received information regarding the use, possession, or distribution of a Prohibited Substance by a player;

(ii) that it is considering requesting, has requested, or has had a conference with the Independent Expert concerning the suspected use, possession, or distribution of a Prohibited Substance by a player;

(iii) any information disclosed to the Independent Expert; or

(iv) the results of any conference with the Independent Expert.

(g) Notwithstanding anything to the contrary contained in Section 3(a)-(f) above, the WNBA and the Players Association shall promptly advise and make available to each other all information either of them may have in their possession, custody, or control that provides cause to believe that a player is engaged in the use, possession, or distribution of a Prohibited Substance.

(h) Notwithstanding anything to the contrary contained in Section 3(a)-(f) above, if a player (1) has tested positive for a Prohibited Substance and is subject to a potential suspension or dismissal and disqualification under this Exhibit 2 by virtue of such positive test (e.g., because such positive test has not been deemed negative due to a determination by the Medical Director that there is a valid alternative medical explanation for the test result, or (2) is otherwise in violation of the Program and, as a result, is subject to a potential suspension or dismissal and disqualification under this Exhibit 2 by reason of such violation (e.g., because of her noncompliance with treatment or failure to cooperate with the testing process), then:

(i) If, while the player is subject to a potential suspension or dismissal and disqualification pursuant to Section 3(h)(1) or (2) above, the player commences or is engaged in negotiations with a Team regarding a Standard Player Contract or an amendment to a Standard Player Contract (including an Extension, Renegotiation, or other amendment), the player shall immediately provide written notice of the positive test and/or the potential suspension or dismissal and disqualification to the Team. (For purposes of the foregoing sentence, “immediately” means (x) if the player commences such negotiations with the Team after being informed that she is subject to a potential suspension or dismissal and disqualification pursuant to Section 3(h)(1) or (2) above, upon commencement of such negotiations, and (y) if the player is informed that she is subject to a potential suspension or dismissal and disqualification pursuant to Section 3(h)(1) or (2) above after commencing such negotiations with the Team, within twenty-four (24) hours of being so informed, and in the case of either (x) or (y), prior to the execution of any Contract or amendment to such Contract.) If the player enters into a Player Contract or an amendment to a Player Contract with a Team, then the WNBA

shall promptly inform the Team of the player's positive test and/or potential suspension or dismissal and disqualification and notice obligation pursuant to this Section 3(h)(i). Within six (6) business days of being so informed by the WNBA, the Team may request that the WNBA render the player's Contract (or amendment, as the case may be) null and void if the Team believes that the player failed to provide the Team with written notice pursuant to this Section 3(h). If a Team makes such a request, and the WNBA then determines that the player failed to provide the Team with such written notice, the player's Contract (or amendment, as the case may be) shall be rendered null and void and of no further force or effect.

(ii) If, while the player is subject to a potential suspension or dismissal and disqualification pursuant to Section 3(h)(1) or (2) above, an assignment of the player's Contract is proposed to occur via a trade conference call with the WNBA league office, then the WNBA may provide notice of the positive test and/or potential suspension or dismissal and disqualification, to the Teams involved in the trade of the player's Contract.

(iii) If, while the player is subject to a potential suspension or dismissal and disqualification pursuant to Section 3(h)(1) or (2) above, the player has been placed on waivers and a Team claims the rights to the player, prior to notifying a Team that it has acquired such rights, the WNBA may provide written notice of the positive result and/or potential suspension or dismissal and disqualification to such Team. Upon receiving such notice, notwithstanding anything in this Agreement to the contrary, the Team shall have the right to withdraw its waiver claim pursuant to a process established by the WNBA.

In the event that the WNBA provides notice to a Team pursuant to this Section 3(h), the WNBA also shall inform the Team of (x) whether the testing of the split or “B” sample of the player’s specimen is outstanding, and (y) the further process to which the player is subject under the Program.

(i) Nothing contained in this Section 3 shall prohibit a WNBA Team from providing to the WNBA information concerning whether a player is engaged in the use, possession, or distribution of a Prohibited Substance. For clarity, this Section 3(i) does not permit a Team to provide information to the WNBA in violation of Section 18(d) below.

**Section 4. Testing.**

(a) Testing conducted pursuant to this Exhibit 2, whether by the WNBA or the Medical Director, shall be conducted in compliance with scientifically accepted analytical techniques. Such testing shall also comply with Section 4(b) below, the collection procedures described in Exhibit C annexed hereto (for urine collections) and such additional procedures and protocols as may be established by the WNBA (after consultation with the Players Association) or the Medical Director (after consultation with the WNBA and the Players Association). The WNBA (after consultation with the Players Association) and the Medical Director (after consultation with the WNBA and the Players Association) are each authorized to retain such consultants and support services as are necessary and appropriate to administer and conduct such testing.

(b) If a player is selected for random drug testing pursuant to Section 6 below on a day she is scheduled to play a game, the following additional procedures will apply: (i) any blood testing (if implemented pursuant to Section 15 below) must occur after the game; and (ii) for urine testing of a player on the visiting Team scheduled at game-day shoot-arounds, tests

will be scheduled to occur before the shoot-around for that team commences, and for any tests that are not completed by the time the visiting team bus is scheduled to leave the arena or practice facility after the shoot-around is completed, the Team will provide alternate transportation to the team hotel for any player who must remain at the arena or practice facility to complete the testing process and will ensure that a Team staff member remains with the affected player(s) and accompanies her or them back to the Team's hotel.

(c) All tests conducted pursuant to this Exhibit 2 shall be analyzed by laboratories selected by the WNBA and the Players Association, approved by the Medical Director, and certified by the World Anti-Doping Agency or the Substance Abuse and Mental Health Services Administration (SAMHSA).

(d) Any test conducted pursuant to this Exhibit 2 will be considered "positive" for a Prohibited Substance under the following circumstances:

(i) If the test is for a Prohibited Substance other than a SPED or Diuretic and it is confirmed by laboratory analysis at the levels set forth in Exhibit D annexed hereto.

(ii) If the test is for a SPED or Diuretic, and it is confirmed by laboratory analysis at the levels set forth in Exhibit E annexed hereto.

(iii) If a player refuses to submit to a test or cooperate fully with the testing process, without a reasonable explanation satisfactory to the Medical Director; provided, however, that the WNBA will use its best efforts (A) to have the drug testing collectors immediately notify the WNBA when any player refuses to submit to a test or cooperate fully with the testing process, and (B) to provide such information to the Players Association as soon as possible thereafter; and provided, further, that

(C) following any player's refusal to submit to a test or failure to cooperate fully with the testing process, the drug testing collector shall wait ninety (90) minutes at the collection site, and (D) if the player submits to the test and cooperates fully with the testing process within such additional time, then her earlier refusal or failure to cooperate shall be excused and the test shall not be deemed positive under this Section 4(d).

(iv) If the player fails to submit to a scheduled test without a reasonable explanation satisfactory to the Medical Director.

(v) If the player attempts to substitute, dilute, or adulterate a specimen sample or in any other manner alter a test result (other than by testing positive for a Diuretic).

(e) The WNBA shall promptly notify the Players Association of any positive test conducted by the WNBA, and shall thereafter notify the player. Upon notifying the Players Association of a positive test of a player's "A" sample pursuant to this Section 4(e), the WNBA, in consultation with the Players Association, shall have the right to direct the Medical Director to immediately commence his or her review of such positive test pursuant to Section 4(g) below. The Medical Director shall promptly notify the player of any positive test conducted by the Medical Director; provided, however, that if the positive test will result in a penalty to be imposed on the player, the Medical Director shall notify the WNBA and the Players Association of the positive test result and the WNBA shall thereafter notify the player of such result and such penalty.

(f) Upon notifying the Players Association of any positive test or atypical finding of an "A" sample, the WNBA, in consultation with the Players Association, shall have the right to direct the testing of the split or "B" sample of the player's specimen. The test of the

“B” sample will be performed at a laboratory other than the laboratory that performed the test on the original or “A” sample. Any such test shall be subject to the provisions of this Section 4. Notwithstanding the first sentence of this Section 4(f), the WNBA, in consultation with the Players Association, may select a laboratory to perform the analysis of primary and/or split specimens for any testing conducted pursuant to this Exhibit 2 (for clarity, this shall include reasonable cause testing, random testing, follow-up testing, and/or blood testing for Human Growth Hormone). The WNBA will notify the Players Association of the result of the test of the player’s “B” sample and, if the result is positive, the Players Association may, within five (5) business days of the date of such notification, direct the WNBA to request documentation package(s) for the player’s “A” sample and “B” sample from the applicable Program laboratory. Within ten (10) business days of receiving a documentation package pursuant to the preceding sentence, the Players Association may hold a conference call among the WNBA, the Players Association, and the applicable Program laboratory to request clarification of any information in such documentation package; provided, however, if it is impracticable to hold such conference call within ten (10) business days of receiving a documentation package, then the Players Association may instead seek clarification of any information in the documentation package via an email to the applicable Program laboratory (with the WNBA copied), which email must be sent within ten (10) business days of receiving a respective documentation package.

(g) Any positive test pursuant to Section 4(d)(i) or (ii) above shall be reviewed by the Medical Director. If the Medical Director determines, in his or her professional judgment, that there is a valid alternative medical explanation for such positive test result, then the test shall be deemed negative.

(h) If the test result for any player is reported by the laboratory as “invalid” or “endogenous steroids abnormally low or absent,” the WNBA shall promptly notify the Players Association, and shall thereafter notify the player. In the event of such a test result, the player shall be required to submit to another test on a date determined by the WNBA that is not more than thirty (30) days after the date of the original test (the “Re-Test”). If the Re-Test results in (i) a positive test for a Drug of Abuse or a positive test under Section 4(d)(iii), (iv) or (v) above, the player shall be immediately be dismissed and disqualified from any association with the WNBA or its Teams in accordance with the provisions of Section 12(a) below; (ii) a positive test for a synthetic cannabinoid, the player shall suffer the applicable consequences set forth in Section 10 below; (iii) a positive test for a SPED or Benzodiazepine, the player shall suffer the applicable consequences set forth in Section 9 below; or (iv) a positive test for a Diuretic, the player shall be deemed to have tested positive for a SPED and shall suffer the applicable consequences set forth in Section 9 below. The original test will not be counted towards the number of tests to be administered to that player for that Season under Section 6 (Random Testing) below.

(i) For clarity, if the test result for any player reports a SPED or Diuretic at a detectable level below the confirmatory laboratory analysis levels set forth in Exhibit E (and, for clenbuterol, above 0.2 ng/ml but below 1 ng/ml), the result shall be treated as an atypical finding under the Program and, as a result, the player shall be subject to testing for Prohibited Substances no more than four (4) times during the six-week period commencing on the date the WNBA is notified by the applicable Program laboratory of the atypical finding. Such testing may be administered at any time, in the discretion of the WNBA, without prior notice to the player.

**Section 5. Reasonable Cause Testing or Hearing.**

(a) In the event that either the WNBA or the Players Association has information that gives it reasonable cause to believe that a player is engaged in the use, possession, or distribution of a Prohibited Substance, including information that a First-Year Player may have been engaged in such conduct during the period beginning three (3) months prior to her entry into the WNBA, such party shall request a conference with the other party and the Independent Expert, which shall be held within twenty-four (24) hours or as soon thereafter as the Expert is available. Upon hearing the information presented, the Independent Expert shall immediately decide whether there is reasonable cause to believe that the player in question has been engaged in the use, possession, or distribution of a Prohibited Substance. If the Independent Expert decides that such reasonable cause exists, the Expert shall thereupon issue an Authorization for Testing with respect to such player in the form set forth in Exhibit A hereto.

(b) In evaluating the information presented to him or her, the Independent Expert shall use his or her independent judgment based upon his or her experience in substance abuse detection and enforcement. The parties acknowledge that the type of information to be presented to the Independent Expert is likely to consist of reports of conversations with third parties of the type generally considered by law enforcement authorities to be reliable sources, and that such sources might not otherwise come forward if their identities were to become known. Accordingly, neither the WNBA nor the Players Association shall be required to divulge to each other or to the Independent Expert the names (or other identifying characteristics) of their sources of information regarding the use, possession, or distribution of a Prohibited Substance, and the absence of such identification of sources, standing alone, shall not constitute a basis for the Expert to refuse to issue an Authorization for Testing with respect to a player. In conferences

with the Independent Expert, the player involved shall not be identified by name until such time as the Expert has determined to issue an Authorization for Testing with respect to such player.

(c) Immediately upon the Independent Expert's issuance of an Authorization for Testing with respect to a particular player, the WNBA shall arrange for such player to undergo testing for Drugs of Abuse (if the Authorization for Testing was based on information regarding the use, possession, or distribution of a Drug of Abuse), for synthetic cannabinoids (if the Authorization for Testing was based on information regarding the player's use, possession, or distribution of synthetic cannabinoids), or for SPEDs (if the Authorization for Testing was based on information regarding the player's use, possession, or distribution of a SPED) no more than four (4) times during the six-week period commencing with the issuance of the Authorization for Testing. Such testing may be administered at any time, in the discretion of the WNBA, without prior notice to the player.

(d) In the event that the player tests positive for a Drug of Abuse other than a Benzodiazepine pursuant to this Section 5, or tests positive pursuant to Section 4(d)(iii), (iv) or (v) above in connection with testing conducted pursuant to this Section 5, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below. If the player tests positive for a SPED, Benzodiazepine, or synthetic cannabinoid pursuant to this Section 5, she shall enter the Program and suffer the applicable consequences set forth in Section 9 or 10 below, as the case may be. If a player tests positive for a Diuretic, she shall suffer the applicable consequences of a positive test for the Prohibited Substance for which the Authorization for Testing was issued.

(e) In the event that either the WNBA or the Players Association determines that there is sufficient evidence to demonstrate that, within the previous year, a player has

engaged in the use, possession, or distribution of a Prohibited Substance, has been convicted of a felony involving the distribution or marijuana (including by plea of guilty, no contest, or nolo contendere), or has received treatment for use of a Prohibited Substance other than in accordance with the terms of this Exhibit 2, it may, in lieu of requesting the testing procedure set forth in Section 5 (a)-(d) above, request a hearing on the matter before the Arbitrator. If the Arbitrator concludes that, within the previous year, the player has used, possessed, or distributed a Prohibited Substance, has engaged in a felony involving the distribution of marijuana, or has received treatment other than in accordance with the terms of this Exhibit 2, the player shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below, notwithstanding the fact that the player has not undergone the testing procedure set forth in this Section 5; provided, however, that if the Arbitrator concludes that the player has used or possessed a SPED, Benzodiazepine, Diuretic, or synthetic cannabinoid, she shall enter the Program and suffer the applicable consequences set forth in Sections 9 or 10, as the case may be.

**Section 6. Random Testing.**

(a) In addition to the testing procedures set forth in Section 5 above, a Player shall be required to undergo testing for Prohibited Substances at any time, without prior notice to the player, no more than three (3) times each Season and no more than one (1) time during each Off-Season. For purposes of this Section 6, the last day of a Season for a player shall be the day before that player's Off-Season begins. The scheduling of testing and collection of urine samples will be conducted according to a random player selection procedure by a third-party organization, and neither the WNBA, the Players Association, any Team or any player will have any involvement in selecting the players to be tested or will receive prior notice of the testing

schedule; provided, however, that it shall not be a violation of the foregoing for the third-party organization (or a specimen collector for the same) to provide advance notice of a scheduled collection to an WNBA Team Security Representative, so long as such notice does not identify the player(s) who will be tested and seeks merely to facilitate access of the collector to the testing location. Urine samples collected during the Season will be tested for all Prohibited Substances; urine samples collected during the Off-Season will be tested for SPEDs and Diuretics only and may not under any circumstances be tested with respect to any other Prohibited Substances. No more than ten percent (10%) of the testing collections conducted on game days pursuant to this Section 6(a) will be scheduled to occur prior to games (for clarity, “prior to games” means the period beginning two (2) hours before the start of a game and ending at game time).

(b) (i) In the event that a First-Year Player tests positive for a Drug of Abuse other than a Benzodiazepine pursuant to this Section 6, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams for a period of one (1) year, her Player Contract (and any Marketing and Promotional Agreement to which she may be a party) shall be rendered null and void and of no further force or effect (subject to the provisions of Paragraph 8 of the Standard Player Contract), and she shall enter Stage 1 of the Drugs of Abuse Program. Such dismissal and disqualification shall be mandatory and may not be rescinded or reduced by the player’s Team or the WNBA; provided, however, that such dismissal and disqualification may be reduced or rescinded by an Arbitrator in accordance with Section 19 below.

(ii) During any period while a First-Year Player is dismissed and disqualified from the WNBA under Section 6(b)(i) above, and so long as such player is in

compliance with her in-patient or aftercare obligations under the Program (as determined by the Medical Director), she shall receive from her Team a reasonable and necessary living expense stipend to be agreed upon by the WNBA and the Players Association which (A) shall not exceed twenty-five percent (25%) of the Base Salary that the player would otherwise have been entitled to earn for the period of her dismissal and disqualification and (B) shall not be payable for more than one (1) year from the date of such dismissal and disqualification.

(iii) Any First-Year Player who tests positive for a SPED, Benzodiazepine, or synthetic cannabinoid pursuant to this Section 6, shall suffer the applicable consequences set forth in Sections 9 or 10 below, as the case may be. Any First-Year Player who tests positive for a Diuretic pursuant to this Section 6 shall be deemed to have tested positive for a SPED and shall suffer the applicable consequences set forth in Section 9 below.

(c) In the event that a Veteran Player tests positive for a Drug of Abuse other than a Benzodiazepine pursuant to this Section 6, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below; provided, however, that such dismissal and disqualification may be reduced or rescinded by an Arbitrator in accordance with Section 19 below. If the player tests positive for a SPED, Benzodiazepine, or synthetic cannabinoid pursuant to this Section 6, she shall enter the Program and suffer the applicable consequences set forth in Sections 9 or 10 below, as the case may be. If the player tests positive for a Diuretic pursuant to this Section 6, she shall be deemed to have tested positive for a SPED and shall suffer the applicable consequences set forth in Section 9 below.

(d) In the event that any player tests “positive” pursuant to Section 4(d)(iii), (iv) or (v) above in connection with testing conducted pursuant to this Section 6, that positive test result shall be considered a positive test result for a Drug of Abuse, and the player shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below.

(e) If a player fails to submit to a scheduled test during the Off-Season pursuant to this Section 6, or to cooperate fully with the testing process for such test, without a reasonable explanation satisfactory to the WNBA, then (i) the drug testing collector shall provide notice to the player (with the WNBA and Players Association copied) of such failure or lack of cooperation each time it occurs; (ii) if such failure or lack of cooperation continues, the player will be subject to a daily fine commencing on the third day of such continuing failure or lack of cooperation (with the fining period to commence at 5:00 p.m. (local time) at the site of such testing); and (iii) the daily fine shall be \$500 for the first day, \$1,000 for the second day, \$1,500 for the third day, \$2,000 for the fourth day, and \$2,500 for the fifth and any additional days on which the player fails to submit to scheduled testing or cooperate fully with the testing process. Nothing in the foregoing shall prejudice in any manner the WNBA’s rights under Sections 4(d)(iii) and 4(d)(iv) above.

**Section 7. Drugs of Abuse Program.**

(a) **Voluntary Entry.**

(i) A player may enter the Drugs of Abuse Program voluntarily at any time by Coming Forward Voluntarily for a problem involving the use of a Drug of Abuse; provided, however, that a player may not Come Forward Voluntarily (A) until she has signed a Standard Player Contract and has been selected in a WNBA Draft or invited

to a training camp; (B) during any period in which an Authorization for Testing as to that player remains in effect pursuant to Section 5 above; (C) during any period in which she remains subject to in-patient or aftercare treatment in Stage 1 of the Drugs of Abuse Program; or (D) after she has reached Stage 2 of the Drugs of Abuse Program.

(ii) If a player who has not previously entered the Drugs of Abuse Program Comes Forward Voluntarily for a problem involving the use of a Drug of Abuse, she shall enter Stage 1 of the Drugs of Abuse Program.

(iii) If a player who has not previously entered Stage 2 of the Drugs of Abuse Program, but who has been notified by the Medical Director that she has successfully completed Stage 1 of that Program, Comes Forward Voluntarily for a problem involving the use of a Drug of Abuse, she shall enter Stage 2 of the Drugs of Abuse Program.

(iv) No penalty of any kind will be imposed on a player as a result of having Come Forward Voluntarily for a problem involving the use of a Drug of Abuse. The foregoing sentence shall not preclude the imposition of a penalty under Section 7(c)(iv) below as a result of the player's entering Stage 2 of the Drugs of Abuse Program, or any penalty called for hereunder as a result of conduct by the player that occurs after she has Come Forward Voluntarily.

(b) **Stage 1.**

(i) Any player who has entered Stage 1 of the Drugs of Abuse Program shall be required to submit to an evaluation by the Medical Director, provide (or cause to be provided) to the Medical Director such relevant medical and treatment

records as the Medical Director may request, and commence the treatment and testing program prescribed by the Medical Director.

(ii) If a player, within ten (10) days of the date on which she was notified that she had entered Stage 1 of the Drugs of Abuse Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of the obligations set forth in Section 7(b)(i) above, she shall be suspended until such time as the Medical Director determines that she has fully complied with Section 7(b)(i) above. If such noncompliance continues without a reasonable excuse (in the professional judgment of the Medical Director) for thirty (30) days from the date on which the player was notified that she had entered Stage 1 of the Drugs of Abuse Program, the player shall, following notice of the player's non-compliance by the Medical Director to the WNBA and then by the WNBA to the player's Team (notwithstanding the provisions of Section 3 above) (A) advance to Stage 2 of the Drugs of Abuse Program, or (B) the player's Team may, notwithstanding any term or provision in or amendment to the player's Standard Player Contract or any Marketing and Promotional Agreement to which she may be a party, elect to terminate such Contract and/or Agreement without any further obligation to pay any Base Salary or Additional Marketing and Promotional Compensation, except to pay the Base Salary and any Additional Marketing and Promotional Compensation that may have been earned by the player prior to the date of termination.

(iii) Except as provided in this Exhibit 2, no penalty of any kind will be imposed on a player while she is in Stage 1 of the Drugs of Abuse Program and, provided she complies with the terms of her prescribed treatment, she will continue to receive her

Base Salary during the term of her treatment for a period of up to two (2) months of care in an In-Patient Facility and such aftercare as may be required by the Medical Director.

(c) **Stage 2.**

(i) Any player who has entered Stage 2 of the Drugs of Abuse Program shall be required to submit to an evaluation by the Medical Director, provide (or cause to be provided) to the Medical Director such relevant medical and treatment records as the Medical Director may request, and commence the treatment and testing program prescribed by the Medical Director.

(ii) If a player, within thirty (30) days of the date on which she was notified that she had entered Stage 2 of the Drugs of Abuse Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of the obligations set forth in Section 7(c)(i) above, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below.

(iii) A player in Stage 2 of the Drugs of Abuse Program shall be suspended during the period of her in-patient treatment and for at least the first three (3) months of her aftercare treatment. The player shall remain suspended during any subsequent period in which she is undergoing treatment that, in the professional judgment of the Medical Director, prevents her from rendering the playing services called for by her Standard Player Contract.

(iv) Any subsequent use, possession, or distribution of a Drug of Abuse by a player in Stage 2, even if voluntarily disclosed, or any conduct by a player in Stage 2 that results in her advancing one Stage in the Drugs of Abuse Program, shall result in the

player being immediately dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below.

**(d) Treatment and Testing Program.**

A player who enters the Drugs of Abuse Program shall be required to comply with such in-patient and aftercare program as may be prescribed and supplemented from time to time by the Medical Director. Such program may include random testing for Prohibited Substances other than SPEDs, and for marijuana and alcohol, and such non-testing elements as may be determined in the professional judgment of the Medical Director.

**Section 8. Marijuana and Alcohol Treatment Programs.**

**(a) Team Referral.**

(i) In the event that a player's Team has reasonable cause to believe that the player was under the influence of marijuana and/or alcohol while engaged in activities for such Team or for the WNBA, or that the player has a dependency or other related issue involving the use of marijuana and/or alcohol, the Team may refer the player to the Medical Director for a mandatory evaluation. The Medical Director shall notify the player of the referral, with a copy of such notice to the WNBA and the Players Association. In connection with this evaluation, (i) the player shall provide (or cause to be provided) to the Medical Director such relevant medical and treatment records as the Medical Director may request; and (ii) the Medical Director may, in the Medical Director's discretion, discuss the Team's referral of the player for the evaluation with the applicable Team staff.

(ii) If, based on the mandatory evaluation described in Section 8(a)(i) above, the Medical Director determines that the player was under the influence of

marijuana and/or alcohol while engaged in activities for her Team or for the WNBA, or that the player has a dependency or other related issue involving the use of marijuana and/or alcohol, then the Medical Director shall provide notice of such determination to the player (with a copy to the WNBA and the Players Association) and the player shall be required to commence and fully cooperate with a treatment and testing program prescribed by the Medical Director. Such program may include random testing for the substance(s) for which the player was referred (i.e., marijuana or alcohol, or both), and other testing required by the Medical Director in the exercise of her/his professional judgment.

(iii) If a player, within five (5) days of the date on which she was notified by the Medical Director of any of the obligations set forth in Section 8(a) above and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of such obligations, she shall be fined \$2,000; if the player thereafter fails to comply, without a reasonable excuse, with such obligations (in the professional judgment of the Medical Director) within eight (8) days of such notification, she shall be fined an additional \$2,000; and for each additional day beyond the 8th day that the player, without a reasonable excuse, fails to comply with such obligations (in the professional judgment of the Medical Director), she shall be fined an additional \$2,000. The total amount of such fines may not exceed the player's total Base Salary.

(b) **Voluntary Entry.**

(i) A player may seek assistance from the Medical Director at any time for dependency on or any other issue related to the use of marijuana or alcohol.

(c) **Non-Exclusivity.**

(i) Nothing in this Section 8 or Section 14 below shall prohibit (or otherwise prejudice) a team or the WNBA from imposing reasonable discipline on a player (subject to the One Penalty Rule) for being under the influence of marijuana and/or alcohol while engaged in Team or WNBA-related activities, or for not providing the services called for under her Standard Player Contract as a result of a dependency or other related issue involving the use of marijuana and/or alcohol.

**Section 9. Steroids and Performance-Enhancing Drugs Program.**

(a) **Treatment.**

(i) A player who enters the SPED Program shall be required to submit to an evaluation by the Medical Director, provide (or cause to be provided) to the Medical Director such relevant medical and treatment records as the Medical Director may request, and commence the treatment and testing program prescribed by the Medical Director. Such program may include random testing for SPEDs and Diuretics and such non-testing elements as may be determined in the professional judgment of the Medical Director.

(ii) If a player, within five (5) days of the date on which she was notified that she had entered the SPED Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of the obligations set forth in the first sentence of Section 9(a)(i) above, she shall be fined \$2,000; if the player, without a reasonable excuse, thereafter fails to comply with such obligations (in the professional judgment of the Medical Director) within eight (8) days of such notification, she shall be fined an additional \$2,000; and for each additional day beyond the 8th day that the player, without a reasonable excuse, fails to comply with such

obligations (in the professional judgment of the Medical Director), she shall be fined an additional \$2,000. The total amount of such fines shall not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(b) Penalties.

Any player who (i) tests positive for a SPED, Benzodiazepine, or Diuretic pursuant to Section 5 (Reasonable Cause Testing), Section 6 (Random Testing), or Section 16 (Additional Bases for Testing), or (ii) is adjudged by the Arbitrator pursuant to Section 5(e) above to have used or possessed a SPED, Benzodiazepine, or Diuretic shall suffer the following penalties:

(A) For the first such violation, the player shall be suspended for ten (10) games and be required to enter the SPED Program (or the Drugs of Abuse Program if the positive test or the use of possession is for a Benzodiazepine);

(B) For the second such violation, the player shall be suspended for twenty-four (24) games and, if the player is not then subject to in-patient or aftercare treatment in the SPED or Drugs of Abuse Program (as applicable), be required to enter the SPED Program (or the Drugs of Abuse Program if the positive test or the use or possession is for a Benzodiazepine); and

(C) For the third such violation, the player shall be immediately dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below.

(c) The penalties set forth in Section 9(b) above with respect to a player's use of a SPED or Benzodiazepine may be reduced or rescinded by the Arbitrator in accordance with Section 19 below.

**Section 10. Synthetic Cannabinoid Program.**

**(a) Voluntary Entry.**

(i) A player may enter the Synthetic Cannabinoid Program voluntarily at any time by Coming Forward Voluntarily; provided, however, that a player may not Come Forward Voluntarily for a problem involving the use of a synthetic cannabinoid (A) until she has signed a Standard Player Contract and has been selected in a WNBA Draft or invited to a training camp; (B) during any period in which an Authorization for Testing as to that player remains in effect pursuant to Section 5; or (C) during any period in which she remains subject to in-patient or aftercare treatment in the Synthetic Cannabinoid Program.

(ii) If a player who has not previously entered the Synthetic Cannabinoid Program, or a player who has been notified by the Medical Director that she has successfully completed that Program, Comes Forward Voluntarily for a dependency or other related problem involving the use of marijuana synthetic cannabinoid, she shall enter the Synthetic Cannabinoid Program.

(iii) No penalty of any kind will be imposed on a player as a result of having Come Forward Voluntarily for a problem involving the use of marijuana synthetic cannabinoid. The foregoing sentence shall not preclude the imposition of any penalty called for by this Exhibit 2 as a result of conduct by the player that occurs after she has Come Forward Voluntarily.

**(b) Treatment.**

(i) A player who enters the Synthetic Cannabinoid Program shall be required to submit to an evaluation by the Medical Director, provide (or cause to be

provided) to the Medical Director such relevant medical and treatment records as the Medical Director may request, and commence the treatment and testing program prescribed by the Medical Director. Such program may include random testing for Prohibited Substances other than SPEDs, and for alcohol, and such non-testing elements as may be determined in the professional judgment of the Medical Director.

(ii) If a player, within five (5) days of the date on which she was notified that she had entered the Synthetic Cannabinoid Program and without a reasonable excuse, fails to comply (in the professional judgment of the Medical Director) with any of the obligations set forth in the first sentence of Section 10(b)(i) above, she shall be fined \$2,000; if the player thereafter fails to comply, without a reasonable excuse, with such obligations (in the professional judgment of the Medical Director) within eight (8) days of such notification, she shall be fined an additional \$2,000; and for each additional day beyond the 8th day that the player, without a reasonable excuse, fails to comply with such obligations (in the professional judgment of the Medical Director), she shall be fined an additional \$2,000. The total amount of such fines may not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(c) **Penalties.**

Any player who (i) tests positive for a synthetic cannabinoid pursuant to Section 5 (Reasonable Cause Testing), Section 6 (Random Testing), or Section 16 (Additional Bases for Testing), (ii) is adjudged by the Arbitrator pursuant to Section 5(e) to have used or possessed a synthetic cannabinoid, or (iii) has been convicted of (including a plea of guilty, no contest or nolo contendere to) the use or possession of a synthetic cannabinoid in violation of the law, shall suffer the following penalties:

(A) For the first such violation, the player shall be required to enter the Synthetic Cannabinoid Program;

(B) For the second such violation, the player shall be fined \$3,000, and, if the player is not then subject to in-patient or aftercare treatment in the Synthetic Cannabinoid Program, be required to enter the Synthetic Cannabinoid Program;

(C) For the third such violation, the player shall be suspended for three (3) games, and, if the player is not then subject to in-patient or aftercare treatment in the Synthetic Cannabinoid Program, be required to enter the Synthetic Cannabinoid Program; and

(D) For any subsequent violation, the player shall be suspended for three (3) games longer than her immediately preceding suspension for violating the Synthetic Cannabinoid Program, and, if the player is not then subject to in-patient or aftercare treatment in the Synthetic Cannabinoid Program, be required to enter the Synthetic Cannabinoid Program.

**Section 11. Noncompliance with Treatment.**

**(a) Drugs of Abuse.**

(i) Any player who, after entering Stage 1 or Stage 2 of the Drugs of Abuse Program, fails to comply with her treatment or her aftercare program, as prescribed and determined by the Medical Director, shall be suspended. Such suspension shall continue until the player has, in the professional judgment of the Medical Director, resumed full compliance with her treatment program.

(ii) Notwithstanding Section 11(a)(i) above, any player who in the professional judgment of the Medical Director, after entering Stage 1 or Stage 2 of the Drugs of Abuse Program, fails to comply with her treatment program through (A) a pattern of behavior that demonstrates a mindful disregard for her treatment

responsibilities, or (B) a positive test for a Prohibited Substance other than a SPED that is not clinically expected by the Medical Director, shall suffer the following penalties:

(A) if the player is in Stage 1 of the Drugs of Abuse Program, she shall advance to Stage 2 and be suspended until, in the professional judgment of the Medical Director, she has resumed full compliance with her treatment program; or

(B) if the player already is in Stage 2 of the Drugs of Abuse Program, she shall immediately be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below.

(b) **Marijuana and Alcohol.**

(i) Any player who, after entering the Marijuana and/or Alcohol Treatment Program pursuant to Section 8(a) above, fails to comply (without a reasonable excuse) with her treatment program as prescribed and determined by the Medical Director, shall be fined \$300 for each day that she fails to comply. Such fines shall continue until the player has, in the professional judgment of the Medical Director, resumed full compliance with her treatment program. The total amount of such fines shall not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(ii) Notwithstanding Section 11(b)(i) above, any player who, after entering the Marijuana and/or Alcohol Treatment Program pursuant to Section 8(a) above, fails to comply with her treatment program as prescribed and determined by the Medical Director through (A) a pattern of behavior that demonstrates a mindful disregard for her treatment responsibilities, or (B) a positive test for marijuana and/or alcohol (as

applicable) that is not clinically expected by the Medical Director, shall suffer the following penalties:

(A) if the player has not previously been fined \$3,000 under Section 8(a)(iii) above or this Section 11(b)(ii), a fine of \$3,000;

(B) if the player has previously been fined \$3,000 under Section 8(a)(iii) above or this Section 11(b)(ii), a suspension of three (3) games;

or

(C) if the player has previously been suspended for three (3) or more games under Section 8(a)(iii) above or this Section 11(b)(ii), a suspension that is at least three (3) games longer than her immediately preceding suspension and that shall continue until, in the professional judgment of the Medical Director, the player resumes full compliance with her treatment program.

(iii) In addition to any consequence to the player under Section 11(b)(ii) above, any player who has entered the Marijuana and/or Alcohol Treatment Program but not the Drugs of Abuse Program, and tests positive for a Drug of Abuse in any test conducted by the Medical Director, shall enter Stage 1 of the Drugs of Abuse Program.

(c) **SPEDs.**

(i) Any player who, after entering the SPED Program, fails to comply (without a reasonable excuse) with her treatment program as prescribed and determined by the Medical Director, shall be fined \$1,000 per day for each day that she fails to comply. Such fines shall continue until the player has, in the professional judgment of the Medical Director, resumed full compliance with her treatment program. The total

amount of such fines shall not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(ii) Notwithstanding Section 11(c)(i) above, any player who, after entering the SPED Program, fails to comply with her treatment program as prescribed and determined by the Medical Director through (A) a pattern of behavior that demonstrates a mindful disregard of her treatment responsibilities, or (B) a positive test for a SPED that is not clinically expected by the Medical Director, shall suffer the following penalties:

(1) if the player has not previously been suspended for ten (10) games under Section 9(b) above or this Section 11(c)(ii) a suspension of ten (10) games;

(2) if the player has previously been suspended for ten (10) games under Section 9(b) above or this Section 11(c)(ii), a suspension of twenty-four (24) games; or

(3) if the player has previously been suspended for twenty-four (24) games under Section 9(b) above or this Section 11(c)(ii), the player shall be immediately dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) below.

(d) **Synthetic Cannabinoids.**

(i) Any player who, after entering the Synthetic Cannabinoid Program, fails to comply (without a reasonable excuse) with her treatment program as prescribed and determined by the Medical Director, shall be fined \$300 for each day that she fails to comply. Such fines shall continue until the player has, in the professional

judgment of the Medical Director, resumed full compliance with her treatment program.

The total amount of such fines shall not exceed the player's total Base Salary and Additional Marketing and Promotional Compensation.

(ii) Notwithstanding Section 11(d)(i) above, any player who, after entering the Synthetic Cannabinoid Program, fails to comply with her treatment program as prescribed and determined by the Medical Director through (A) a pattern of behavior that demonstrates a mindful disregard for her treatment responsibilities, or (B) a positive test for a synthetic cannabinoid that is not clinically expected by the Medical Director, shall suffer the following penalties:

(A) if the player has not previously been fined \$2,000 under Section 10(c) above or this Section 11(d)(ii), a fine of \$3,000;

(B) if the player has previously been fined \$3,000 under Section 10(c) above or this Section 11(d)(ii), a suspension of three (3) games; or

(C) if the player has previously been suspended for three (3) or more games under Section 10(c) above or this Section 11(d)(ii), a suspension that is at least three (3) games longer than her immediately preceding suspension and that shall continue until, in the professional judgment of the Medical Director, the player resumes full compliance with her treatment program.

(iii) In addition to any consequence to the player under Section 11(d)(ii) above, any player who has entered the Synthetic Cannabinoid Program but not the Drugs of Abuse Program, and tests positive for a Drug of Abuse in any test conducted by the Medical Director, shall enter Stage 1 of the Drugs of Abuse Program.

(e) **Directed Testing.**

Any player who, after entering the Program, and without a reasonable explanation satisfactory to the Medical Director, (i) fails to appear for any of her Team's scheduled games, or (ii) misses, during any consecutive seven-day period, any two (2) airplane flights on which her team is scheduled to travel, any two (2) Team practices, or a combination of any one (1) practice and any one (1) Team flight, shall immediately submit to a urine test to be conducted by the WNBA. If any test conducted pursuant to this Section 11(e) is positive: (i) for a Drug of Abuse or pursuant to Section 4(d)(iii), (iv) or (v) above (for a player in the Drugs of Abuse Program), then the player shall suffer the applicable consequence set forth in Section 11(a)(ii) above; (ii) for marijuana and/or alcohol or pursuant to Section 4(d)(iii), (iv) or (v) above (for a player in the Marijuana and/or Alcohol Treatment Program), then the player shall suffer the applicable consequence set forth in Section 11(b)(ii) above; (iii) for a SPED or pursuant to Section 4(d)(iii), (iv) or (v) above (for a player in the SPED Program), then the player will suffer the applicable consequence set forth in Section 11(c)(ii) above; or (iv) for a synthetic cannabinoid or pursuant to Section 4(d)(iii), (iv), or (v) above (for a player in the Synthetic Cannabinoid Program), then the player shall suffer the applicable consequence set forth in Section 11(d)(ii) above. If any test conducted pursuant to this Section 11(d) is positive for a Diuretic, then the player shall suffer the applicable consequences of a positive test for the Prohibited Substance for which she entered the Program.

**Section 12. Dismissal and Disqualification.**

(a) A player who, under the terms of this Agreement, is "dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a)" shall, without exception, immediately be so dismissed and disqualified for a period of not less than one (1) year, and such player's Player Contract (and any

Marketing and Promotional Agreement to which she may be a party) shall be rendered null and void and of no further force or effect (subject to the provisions of paragraph 8 of the Standard Player Contract). Such dismissal and disqualification shall be mandatory and may not be rescinded or reduced by the player's Team or the WNBA.

(b) In addition to any other provision of the Agreement requiring that a player be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) above, a player will also be dismissed and disqualified under Section 12(a) above if she is convicted of (including a plea of guilty, no contest, or nolo contendere to) a crime involving the use, possession or distribution of a Prohibited Substance other than marijuana or a felony involving the distribution of marijuana.

**Section 13. Reinstatement.**

(a) After a period of at least one (1) year from the time of a player's dismissal and disqualification under Section 12(a) above, such player may apply for reinstatement as a player in the WNBA. However, such player shall have no right to reinstatement under any circumstance and the reinstatement shall be granted only with the prior approval of both the WNBA and the Players Association, which shall not be unreasonably withheld. The approval of the WNBA and the Players Association shall rest in their absolute and sole discretion, and their decision shall be final, binding, and unappealable. Among the factors that may be considered by the WNBA and the Players Association in determining whether to grant reinstatement are (without limitation): the circumstances surrounding the player's dismissal and disqualification; whether the player has satisfactorily completed a treatment and rehabilitation program; the player's conduct since her dismissal, including the extent to which the player has since

comported herself as a suitable role model for youth; and whether the player is judged to possess the requisite qualities of good character and morality.

(b) For a First-Year Player, the WNBA and the Players Association will consider an application for reinstatement only if the player has, in the opinion of the Medical Director, successfully completed any in-patient treatment and/or aftercare prescribed by the Medical Director. For a Veteran Player who was dismissed and disqualified under Section 12(a) above, the WNBA and the Players Association will consider an application for reinstatement only if the player can demonstrate, by proof of random urine testing acceptable to the Medical Director (conducted on at least a weekly basis), that she has not tested positive (i) for a Prohibited Substance within the twelve (12) months prior to the submission of her application for reinstatement and during any period while her application is being reviewed, and (ii) if the Medical Director deems it necessary in his or her professional judgment, for marijuana and/or alcohol for the six (6) months prior to the submission of the player's application for reinstatement and during any period while her application is being reviewed.

(c) The granting of an application for reinstatement may be conditioned upon random testing of the player or such other terms as may be agreed upon by the WNBA and the Players Association, whether or not such terms are contemplated by the provisions of this Exhibit 2.

(d) Any player who has been reinstated pursuant to this Section 13 and is subsequently dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) above shall therefore be ineligible for reinstatement pursuant to this Section 13.

(e) In the event that the application for reinstatement of a First-Year Player dismissed and disqualified pursuant to Section 6(b) above is approved, such player, by reason of her Player Contract having been rendered null and void pursuant to Section 6(b) above, shall be deemed not to have completed her Player Contract by rendering the playing services called for thereunder. Accordingly, such player shall not be a Free Agent and shall not be entitled to negotiate or sign a Standard Player Contract with any WNBA Team, except as specifically provided in this Section 13.

(f) (i) A First-Year player who has been reinstated pursuant to this Section 13 shall, immediately upon such reinstatement, notify the Team to which she was under contract at the time of her dismissal and disqualification (the “previous Team”). Upon receipt of such notification, and subject to Section 13(f)(ii) below, the previous Team shall then have thirty (30) days in which to make a Tender to the player with a stated term of at least one (1) full WNBA Season (or, in the event that the Tender is made during a Season, of at least the remainder of that Season) and calling for a Salary up to the player’s Salary for the Salary Cap Year in which she was dismissed or disqualified (reduced on a pro rata basis if the Tender is made during a Season). If the previous Team makes such a Tender, it shall, for a period of one (1) year from the date of the Tender, be the only WNBA Team with which the player may negotiate and sign a Standard Player Contract. If the player does not sign a Standard Player Contract with the previous Team within the year following such Tender, then the player shall thereupon be deemed a Reserved Player in accordance with the provisions of Article VI, Section 8 of the Agreement. If the previous Team fails to make a Tender, the player shall become an Unrestricted Free Agent.

(ii) Notwithstanding anything to the contrary in Section 13(f)(i) above, the 30-day period for the previous Team to make a Tender shall be tolled if (A) on the date the player serves the notice required by Section 13(f)(i), she is under contract to a professional basketball team not in the WNBA, or (B) the player signs a contract with a professional basketball team not in the WNBA at any point after the date on which the player serves the notice required by Section 13(f)(i) and before the date on which the previous Team makes a Tender. If the 30-day period for making a Tender is tolled pursuant to the preceding sentence, the period shall remain tolled until the date on which the player notifies the Team that she is immediately available to sign and begin rendering playing services under a Standard Player Contract with such Team, provided that such notice will not be effective until the player is under no contractual or other legal impediment to sign with and begin rendering playing services for such Team.

(iii) A First-Year Player who is reinstated pursuant to this Section 13 may enter into a Standard Player Contract with her previous Team that provides for a Salary for the first Season of up to the player's Salary for the Salary Cap Year in which she was dismissed and disqualified (reduced on a pro rata basis if the first Season of the new Contract is a partial Season). If the player and the previous Team enter into such Player Contract and such Contract covers more than one Season, increases and decreases in Salary for Seasons following the first Season shall be governed by Article VII, Section 3(c); provided, however, that if the player who is reinstated was dismissed and disqualified during the term of her Rookie Scale Contract, then (A) the number of Seasons in the player's new Contract may not exceed the number of Seasons (including the Team Option Year) that remained under the player's Rookie Scale Contract at the

time she was dismissed and disqualified, and the Salary called for in any Season of the player's new Contract (including any Option Year), may not exceed the Salary called for during the corresponding Season of her Rookie Scale Contract, and (B) if the new Contract contains terms identical to those contained in the remaining Seasons of the player's Rookie Scale Contract at the time she was dismissed and disqualified, and the player's Team ultimately exercises its Option, then such Team shall retain the same rights with respect to such new Contract as it would have retained under Article VI following the completion of the player's Rookie Scale Contract.

(g) (i) A Veteran Player who has been reinstated pursuant to this Section 13 shall, immediately upon such reinstatement, notify the Team to which she was under contract at the time of her dismissal and disqualification (the "previous Team"). Upon receipt of such notification, and subject to Section 13(g)(iii) below, the previous Team shall then have thirty (30) days in which to make a Tender to the player with a stated term of at least one (1) full WNBA Season (or, in the event that the Tender is made during a Season, of at least the remainder of that Season) and calling for a Salary up to the player's Salary for the Salary Cap Year in which she was dismissed and disqualified (reduced on a pro rata basis if the Tender is made during a Season). If the previous Team makes such a Tender, it shall, for a period of one (1) year from the date of the Tender, be the only WNBA Team with which the player may negotiate and sign a Standard Player Contract. If the player does not sign a Standard Player Contract with the previous Team within the year following such Tender, then the player shall thereupon be deemed a Reserved Player, a Restricted or an Unrestricted Free Agent in accordance with the

provisions of Article VI. If the previous Team fails to make a Tender, the player shall become an Unrestricted Free Agent.

(ii) Notwithstanding anything to the contrary in Section 13(g)(i) above, a Veteran Player who has been reinstated pursuant to this Section 13 and who (A) had completed the playing services called for under her Standard Player Contract with the previous Team at the time of her dismissal and disqualification, and (B) would have been an Unrestricted Free Agent on the February 1 following her dismissal and disqualification, shall be an Unrestricted Free Agent upon being reinstated pursuant to this Section 13 and need not serve the notice to her previous Team described in Section 13(g)(i) above. For clarity, a Veteran Player who has been reinstated pursuant to this Section 13 and would not have been an Unrestricted Free Agent on the February 1 following her dismissal and disqualification (including a Veteran Player who had completed the playing services called for under her Player Contract with her previous Team at the time of her dismissal and disqualification and who would have been a Restricted Free Agent on the February 1 following her dismissal and disqualification) shall be subject to the process described in Section 13(g)(i) above.

(iii) Notwithstanding anything to the contrary in Section 13(g)(i) above, the 30-day period for the previous Team to make a Tender shall be tolled if (A) on the date the player serves the notice required by Section 13(g)(i), she is under contract to a professional basketball team not in the WNBA, or (B) the player signs a contract with a professional basketball team not in the WNBA at any point after the date on which she serves the notice required by Section 13(g)(i) and before the date on which the previous Team makes a Tender. If the 30-day period for making a Tender is tolled pursuant to the

preceding sentence, the period shall remain tolled until the date on which the player notifies the Team that she is available to sign a Standard Player Contract with and begin rendering playing services for such Team immediately, provided that such notice will not be effective until the player is under no contractual or other legal impediment to sign with and begin rendering playing services for such Team.

(iv) A Veteran Player who is reinstated pursuant to this Section 13 may enter into a Standard Player Contract with her previous Team that provides for a Salary for the first Season of up to the player's Salary for the Salary Cap Year in which she was dismissed and disqualified (reduced on a pro rata basis if the first Season of the new Contract is a partial Season). If the player and the previous Team enter into such Player Contract and such Contract covers more than one Season, increases and decreases in Salary for Seasons following the first Season shall be governed by Article VII, Section 3(c); provided, however, that if the player who is reinstated was dismissed and disqualified during the term of her Rookie Scale Contract, then (x) the number of Seasons in the player's new Contract may not exceed the number of Seasons (including the Team Option Year) that remained under the player's Rookie Scale Contract at the time she was dismissed and disqualified, and the Salary called for in any Season of the player's new Contract (including any Option Year), may not exceed the Salary called for during the corresponding Season of her Rookie Scale Contract, and (y) if the new Contract contains terms identical to those contained in the remaining Seasons of the player's Rookie Scale Contract at the time she was dismissed and disqualified, and the player's Team ultimately exercises its Option, then such Team shall retain the same rights with respect to such new

Contract as it would have retained under Article VI following the completion of the player's Rookie Scale Contract.

**Section 14. Exclusivity.**

(a) Except as expressly provided in this Exhibit 2, there shall be no other screening or testing for Prohibited Substances conducted by the WNBA or any Team, and no player may undergo such screening or testing; provided, however, that, in a medical emergency, team physicians may test players solely for diagnostic purposes in order to provide satisfactory medical care. The results of any diagnostic drug testing conducted pursuant to the preceding sentence shall not be used for any other purpose by the player's Team or the WNBA. If any Team is found to have tested a player surreptitiously, the WNBA will impose a substantial fine up to \$500,000 upon such Team.

(b) The penalties set forth in this Exhibit 2 shall be the exclusive penalties to be imposed upon a player for the use, possession or distribution of a Prohibited Substance.

(c) No Standard Player Contract entered into after the date hereof shall include any term or provision that modifies, contradicts, changes, or is inconsistent with Paragraph 8 of such Contract or provides for the testing of a player for illegal substances. Any term or provision of a currently effective Standard Player Contract that is inconsistent with Paragraph 8 of such Contract shall be deemed null and void only to the extent of the inconsistency.

**Section 15. HGH Blood Testing.**

(a) The WNBA may commence HGH Blood Testing with notice of at least sixty (60) days to WNBA players; provided, however, that HGH Blood Testing will not commence before the start of the 2026 Season. Such testing may take place under Section 5

(Reasonable Cause Testing), Section 6 (Random Testing) and Section 9 (Steroids, Performance-Enhancing Drugs and Masking Agents) above, and Section 16 (Additional Bases for Testing) below; provided, however, that random HGH Blood Testing pursuant to Section 6 above will occur no more than two (2) times during each Season and no more than one (1) time during each Off-Season (for purposes of this Section 15, the last day of a Season for a player shall be the day before that player's Off-Season begins). (For clarity, the number of random blood tests for Human Growth Hormone shall be in addition to the number of random urine tests for other Prohibited Substances called for in Section 6 above.)

(b) HGH Blood Testing shall comply with the laboratory testing protocols and specimen collection procedures established by the NBA. The WNBA (after consultation with the Players Association) is authorized to retain such consultants and support services as are necessary and appropriate to administer and conduct such HGH Blood Testing.

**Section 16. Additional Bases for Testing.**

(a) Any player already in the Program or who has ever been in the Program who seeks treatment outside the Program for a problem involving a Prohibited Substance, marijuana, or alcohol shall, as directed by the WNBA (after notice to the Players Association), submit herself to an evaluation by the Medical Director and provide (or cause to be provided) to the Medical Director such medical and treatment records as the Medical Director may request. The Medical Director may, in his or her professional judgment, also require such a player, without prior notice, to submit to testing for Prohibited Substances, provided that the frequency of such testing shall not exceed three (3) times per week and the duration of such testing shall not exceed one (1) year from the date of the player's initial evaluation by the Medical Director. Notwithstanding the first sentence of this Section 16(a), any player (regardless of whether they

are already in or have been in the Program) who is legally required to seek treatment outside the Program for a problem involving a Prohibited Substance, marijuana, or alcohol, including pursuant to a court order or following a criminal conviction (including by a plea of guilty, no contest, or nolo contendere), shall, as directed by the WNBA (after notice to the Players Association), submit herself to an evaluation by the Medical Director and provide (or cause to be provided) to the Medical Director such medical and treatment records as the Medical Director may request. The Medical Director may, in his or her professional judgment, also require such a player, without prior notice, to submit to testing for Prohibited Substances, provided that the frequency of such testing shall not exceed three (3) times per week and the duration of such testing shall not exceed one (1) year from the date of the player's initial evaluation by the Medical Director.

(b) Any player who is subject to in-patient or aftercare treatment in the Program and is formally charged with "driving while intoxicated," "driving under the influence of alcohol," or any other crime or offense involving suspected alcohol, marijuana, or illegal substance use shall, provided that the WNBA has advised the Players Association, be required to submit to a urine test, to be conducted by the WNBA, within seven (7) days of being so charged.

(c) If, pursuant to Section 16(a) above, a player (i) tests positive for a Drug of Abuse other than a Benzodiazepine; (ii) tests positive pursuant to Section 4(d)(iii), (iv) or (v) above; or (iii) refuses or fails to submit to an evaluation or provide (or cause to be provided) the information requested by the Medical Director; but does not Come Forward Voluntarily within sixty (60) days of being requested to do so by the WNBA (with notice to the Players Association), or if, pursuant to Section 16(b) above, a player tests positive for a Drug of Abuse other than a Benzodiazepine, then, in either case, the player shall advance two (2) stages in the

Drugs of Abuse Program – i.e., the player shall enter Stage 2 of the Drugs of Abuse Program (if the player had not previously entered Stage 1 of such Program), and the player shall be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) above (if the player had previously entered Stage 1 or Stage 2 of such Program).

(d) If, pursuant to Section 16(a) or (b) above, a player tests positive for a SPED, Benzodiazepine, or synthetic cannabinoid, she shall suffer the applicable consequences set forth in Section 9 or Section 10 above, as the case may be. If, pursuant to Section 16(a) or (b) above, a player tests positive for a Diuretic, she shall be deemed to have tested positive for a SPED and shall suffer the applicable consequences set forth in Section 9 above.

(e) If a player is or, within the previous six (6) months, (i) has been in possession of any device or product used or designed for substituting, diluting, or adulterating a specimen sample, or (ii) has been subject to a finding by another sports league or anti-doping organization that she has substituted, diluted or adulterated a specimen sample and that finding has not been overturned on appeal, that player shall be required to undergo testing for Prohibited Substances no more than four (4) times during the six-week period following her notification by the WNBA of the commencement of such testing. If the player (i) tests positive for a Drug of Abuse other than a Benzodiazepine or (ii) tests positive pursuant to Section 4(d)(iii), (iv) or (v) above, she shall be dismissed and disqualified from any association with the WNBA or any of its Teams in accordance with the provisions of Section 12(a) above. If the player tests positive for a SPED, Benzodiazepine, or synthetic cannabinoid, she shall suffer the applicable consequences set forth in Section 9 or Section 10 above, as the case may be. If the player tests positive for a Diuretic, she shall be deemed to have tested positive for a SPED and shall suffer the applicable

consequences set forth in Section 9 above. A player who tests positive for a Drug of Abuse or a SPED pursuant to this Section 16(e) may have her dismissal and disqualification or other penalty reduced or rescinded by the Arbitrator in accordance with Section 19 below.

(f) Nothing in this Section 16 shall limit or otherwise affect any of the provisions of Section 5 (Reasonable Cause Testing).

**Section 17. Additional Prohibited Substances and Testing Methods.**

(a) Any steroid or performance-enhancing drug that is declared illegal during the term of this Agreement will automatically be added to the list of Prohibited Substances as a SPED.

(b) At any time during the term of this Agreement, either the WNBA or the Players Association may convene a meeting of the Prohibited Substances Committee to request that a substance or substances be added to the list of Prohibited Substances set forth on Exhibit B annexed hereto. Any such addition of a Prohibited Substance may only include a substance that is or is reasonably likely to be physically harmful to players and is or is reasonably likely to be improperly performance-enhancing. The determination of the Committee to add to the list of Prohibited Substances shall be made by a majority vote of all five (5) Committee members, and shall be final, binding, and unappealable.

(c) Players will receive notice of any addition to the list of Prohibited Substances six (6) months prior to the date on which such addition becomes effective under this Exhibit 2.

(d) At any time during the term of this Agreement, either the WNBA or the Players Association may convene a meeting of the Prohibited Substances Committee to request that a testing method be added to the Program. Pursuant to this Section 17(d), the Prohibited

Substances Committee shall have the authority to: (i) determine what testing methods will be used to detect newly added Prohibited Substances under the Program, if such Prohibited Substances are detected by methods not currently used by the Program's laboratories; and (ii) approve the use of new testing methods for current Prohibited Substances when such methods have been developed or validated during the term of this Agreement; provided, however, that the Prohibited Substances Committee shall not have the authority to add a testing method that would require a change to the manner in which specimens are collected from players (such as a change from urine collections to blood collections). Any determination of the Committee pursuant to this Section 17(d) shall be made by a majority vote of all five (5) Committee members, and shall be final, binding, and unappealable.

**Section 18. Prescriptions under the Anti-Drug Program**

(a) Notwithstanding the confidentiality provisions of Section 3 of this Exhibit 2, before any player is prescribed a drug or substance (whether or not it is a Prohibited Substance) as part of her treatment in the Program, the Medical Director will notify the designated physician of the player's team of the name of the drug or substance (the "Proposed Substance"), the medical justification for the prescription of the Proposed Substance, and the name of the prescribing physician.

(b) If the designated physician of the player's team advises the Medical Director – at that time or at any time thereafter – that the Proposed Substance would create a possible adverse reaction with another prescription substance that the player is being administered, a discussion will be held among the Medical Director, the prescribing physician and the designated team physician with respect to modifying one or both of the prescriptions so as to avoid the potential adverse reaction.

(c) If the Medical Director becomes aware that a player has been traded to or signed with another team after notification has been made to a designated team physician under Section 18(a) above, the Medical Director is required to make the same notification to the designated team physician of the player's new team and to have the discussion required by Section 18(b) above.

(d) A team physician who receives a notification from the Medical Director under this Section 18 may only disclose the prescription for the Proposed Substance to other members of the team medical staff who are required to be advised of the prescription in order to ensure that the player is receiving proper medical care from the team's medical staff, and to no other person.

**Section 19. No Significant Fault or Negligence by Player**

(a) If a player proves by clear and convincing evidence that she bears no significant fault or negligence for the presence of a Drug of Abuse or a SPED in her test result, an Arbitrator may, in a proceeding brought under Article XXII, Section 4(b) of this Agreement, reduce or rescind the penalty otherwise applicable under this Exhibit 2. Such reduction or rescission (if any) will be determined at the discretion of the Grievance Arbitrator.

(b) For purposes of this Section 19, "no significant fault or negligence" means the unusual circumstance in which the player did not know or suspect, and could not reasonably have known or suspected, even with the exercise of considerable caution and diligence, that she was taking, ingesting, applying, or otherwise using the Drug of Abuse or SPED. To show that she bears no significant fault or negligence, the player must also establish how the Drug of Abuse or SPED entered her system. A player cannot satisfy her burden by merely denying that she intentionally used the Drug of Abuse or SPED.

## **Section 20. Therapeutic Use Exemptions**

(a) The WNBA shall have the right to establish, after consultation with the Players Association, a policy permitting players who require the use of a Prohibited Substance to treat an appropriately diagnosed attention deficit hyperactivity disorder (“ADHD”) to request a therapeutic use exemption (“TUE”) for the Prohibited Substance. If the WNBA establishes such a policy, the policy shall include the documentation that players must submit in order for a TUE to be granted or renewed, the length of the TUE, and the standards to be applied by the Medical Director in evaluating players’ requests.

(b) If a player has been granted a TUE for a Prohibited Substance used to treat ADHD, and thereafter has a positive test for that Prohibited Substance prior to the expiration of the player’s TUE, the Medical Director shall determine that there is a valid alternative medical explanation for the positive test, which shall be deemed negative. For clarity, if a player has been granted a TUE for a Prohibited Substance used to treat ADHD, and thereafter has a positive test for a different Prohibited Substance, the player’s positive test shall be reviewed by the Medical Director in accordance with Section 4(g) above.

**Exhibit A**

**AUTHORIZATION FOR TESTING**

To: \_\_\_\_\_

Player \_\_\_\_\_

Please be advised that on \_\_\_\_\_, you were the subject of a meeting or conference call held pursuant to the Anti-Drug Program as set forth in Exhibit 2 to the Collective Bargaining Agreement between the WNBA and the Women’s National Basketball Players Association, effective as of March 19, 2026 (the “Agreement”). Following the meeting or conference call, I authorized the WNBA to conduct the testing procedures set forth in the Agreement, and you are hereby directed to submit to those testing procedures, on demand, no more than four (4) times during the next six (6) weeks.

Please be advised that your failure to submit to these procedures may result in the imposition of substantial penalties, including but not limited to your dismissal and disqualification from the WNBA.

\_\_\_\_\_  
Independent Expert

Dated: \_\_\_\_\_

## Exhibit B

### PROHIBITED SUBSTANCES

#### A. Drugs of Abuse

##### Benzodiazepines:

Alprazolam (also called Xanax or Niravam)  
Chlordiazepoxide (also called Librium, Mitran, Poxi or H-Tran)  
Clonazepam (also called Klonopin, Ceberclon or Valpaz)  
Diazepam (also called Valium)  
Lorazepam (also called Ativan)

##### Synthetic Cathinones

4-methyl-N-ethylcathinone (also called 4-MEC)  
4-methyl-alpha-pyrrolidinopropiophenone (also called 4-MePPP)  
Alpha-pyrrolidinopentiophenone (also called alpha-PVP)  
1-(1,3-benzodioxol-5-yl)-2-(methylamino)butan-1-one (also called Butylone)  
2-(methylamino)-1-phenylpentan-1-one (also called Pentedrone)  
1-(1,3-benzodioxol-5-yl)-2-(methylamino)pentan-1-one (also called Pentylone)  
4-fluoro-N-methylcathinone (also called 4-FMC)  
3-fluoro-N-methylcathinone (also called 3-FMC)  
1-(naphthalen-2-yl)-2-(pyrrolidin-1-yl)pentan-1-one (also called Naphyrone)  
Alpha-pyrrolidinobutiophenone (also called Alpha-PBP)

##### Cocaine

##### Dimethyltryptamine (DMT)

##### Gamma Hydroxybutyrate (GHB)

##### Ibogaine\*\*

##### Ketamine

##### LSD

##### Methamphetamine, MDMA, MDA and MDEA

##### Opiates:

Heroin

Codeine  
 Morphine  
 Oxycodone (also called Oxycontin, Percocet, Percodan, Roxicet, Tylox, Dazidox, Endocet or Endodan)  
 Hydrocodone (also called Vicodin, Lorcet, Lortab, Hydoran or Norco)  
 Methadone (also called Methadose or Dolophine)  
 Hydromorphone (also called Dilaudid)  
 Fentanyl (also called Actiq or Duragesic) and its analogs (for example, Acetylfentanyl, Methylfentanyl, Alfentanyl, Carfentanyl, and Sufentanyl)  
 Propoxyphene (also called Darvon or Darvocet)  
 Dextromoramide  
 Nicomorphine  
 Oxymorphone  
 Pethidine  
 Tramadol\*\*

Phencyclidine (PCP)  
 Psilocin  
 Psilocybin

## B. Synthetic Cannabinoids

Synthetic Cannabinoids (including, but not limited to, Delta-8 tetrahydrocannabinol (also called delta-8-THC)) and their By-Products

## C. Steroids and Performance Enhancing Drugs (SPEDs)

|  |  |
|--|--|
| Adrafinil  | Hexarelin  |
| AICAR  | 18a-homo-17b-hydroxyestr-4-en-3-one  |
| Alexamorelin   | 18a-homo-3-hydroxy-estra-2,5(10)-dien-17-one (also called M-LMG)                   |
| Aminoglutethimide  | Human Chorionic Gonadotropin   |
| Amiphenazole   | Human Growth Hormone (HGH)   |
| Amphetamine and its analogs (with the exceptions of Methamphetamine, MDMA, MDA and MDEA) | 3b-hydroxy-5a-androst-1-en-17-one (also called 1-Androsterone, 1-Andro and 1-DHEA) |
| Anamorelin   | 17b-hydroxy-androstano[2,3-d]isoxazole (also called Androisoxazole or Prostanazol) |
| Anastrozole  | 17b-hydroxy-androstano[3,2-c]isoxazole   |
| Androsta-1,4,6-triene-3,17-dione (also called Androstatrienedione or ATD)                | 17b-hydroxy-17a-methyl-5a-androst-1-en-3-one (also called Methyl-1-testosterone)   |
| Androsta-3, 5-diene-7, 17-dione (also called Arimistane)                                 | 3b-hydroxy-estra-4,9,11-trien-17-one   |
| Androst-2-en-17-one (also called 2-Androstenone and Delta-2)                             | 4-hydroxytestosterone  |
| Androst-4-ene-3,11,17-trione (also called 11-ketoandrostenedione or                      |  |

adrenosterone)  
Androstanediol  
Androstanedione  
Androstenediol  
Androstenedione  
Androstene-3,6,17-trione (also called  
6-OXO or 4-AT)  
AOD 9604  
BAY 87-2243  
Bolasterone  
Boldenone  
Boldione  
BPC-157  
Bromantan  
6-bromo-androstan-3,17-dione (also  
called 6-Bromo)  
6-bromo-androsta-1,4-diene,3,17-  
dione (also called Aromadrol)  
Buserelin  
Calusterone  
4-chloro-17a-methyl-androsta-1,4-  
diene-3,17b-diol (also called  
Halodrol, Halovar and Helladrol)  
4-chloro-17a-methyl-androst-4-ene-  
3b,17b-diol (also called P-Mag and  
Promagnon)  
4-chloro-17a-methyl-17b-hydroxy-  
androst-4-ene-3-one (also called  
Mechabol)  
4-chloro-17a-methyl-17b-hydroxy-  
androst-4-ene-3,11-dione (also  
called Oxyguno)  
Clenbuterol  
Clobenzorex  
Clomiphene  
Clostebol  
Cyclofenil  
Danazol  
Dehydrochloromethyltestosterone (also  
called DHCMT and Turinabol)  
Dehydroepiandrosterone (DHEA)  
Deslorelin  
Desoxymethyltestosterone (DMT)  
Dihydrotestosterone  
4-dihydrotestosterone

Ibutamoren  
Insulin-like Growth Factor (IGF-1)  
Ipamorelin  
Letrozole  
Luteinizing Hormone (LH)  
Mefenorex  
Meldonium  
Mephedrone  
Mephentermine\*\*  
Mestanolone  
Mesterolone  
Methandienone (also called  
Methandrostenolone)  
Methandriol  
Methasterone  
Methenolone (also called Metenolone)  
Methyldienolone  
7a-Methyl-19-nortestosterone (also called MENT  
and Trestolone)  
17a-methyl-19-nortestosterone (also called  
Methylnortestosterone and Normethandrone)  
17a-methyl-androsta-1,4-diene-3,17b-diol  
(also called M1 and 4ADD)  
17a-methyl-androst-2-ene-3,17b-diol  
6a-methyl-androst-4-ene-3,17-dione  
17a-methyl-androstan-3-hydroxyimine-17b-  
ol (also called D-Plex)  
17a-methyl-5a-androstan-17b-ol (also called  
Methylandrostanol and Protobol)  
17a-methyl-3a,17b-dihydroxy-5a-androstane 17a-  
methyl-3b,17b-dihydroxy-5a-androstane  
17a-methyl-3b,17b-dihydroxyandrost-4-ene  
17a-methyl-1-dihydrotestosterone  
17a-methyl-4-hydroxynandrolone  
2a-methyl-17b-hydroxy-5b-androstan-3-one (also  
called Drostanolone and Dromostanolone)  
Methylephedrine  
Methylphenidate  
Methylstenbolone  
Methyltestosterone  
Methyltrienolone (also called Metribolone)  
MHP MYO-X  
Mibolerone  
Modafinil  
Molidustat (also called BAY 85-3934)  
Myostatin Propeptide GDF-8

1, 3-dimethylamylamine (also called DMAA, Methylhexaneamine and Dimethylpentylamine)  
 1, 3-dimethylbutylamine (also called DMBA and 3-DMBA)  
 1, 4-dimethylpentylamine (also called 5-methyl-hexan-2-amine)  
 2a,17a-dimethyl-17b-hydroxy-5b-androstan-3-one (also called Superdrol)  
 Ephedra (also called Ma Huang, Bishop's Tea and Chi Powder)  
 Ephedrine  
 1-Epiandrosterone (also called Andro and 1-DHEA)  
 Epitestosterone  
 2a,3a-epithio-17a-methyl-5a-androstan-17b-ol (also called Epistane and Havoc)  
 Erythropoietin (EPO)  
 Estra-4,9,11-triene, 17-dione (also called Tren, Trenavar, Trendione and Trenazone)  
 13a-ethyl-17a-hydroxygon-4-en-3-one  
 Ethylestrenol  
 Etilefrine  
 Exemestane  
 Fadrozole  
 Fencamfamin  
 Fenethylline  
 Fenfluramine  
 Fenproporex  
 FG-2216  
 Fluoxymesterone  
 Follistatin 344  
 Formebolone  
 Formestane (also called 4-hydroxyandrostenedione)  
 Fulvestrant  
 Furazabol  
 [3,2-c]-furazan-5a-androstan-17b-ol (also called Furazan or Furuza)  
 Gestrinone  
 Ghrelin  
 Gonadorelin  
 Goserelin  
 Growth Hormone Releasing Peptide  
 N-Benzylpiperazine (also called BZP or 1-benzylpiperazine)  
 Nafarelin  
 Nandrolone (also called 19-nortestosterone)  
 Nikethamide  
 19-norandrostenediol (also called Boldandiol)  
 19-norandrostenedione  
 Norbolethone (also called Norboletone)  
 Norclostebol  
 Norethandrolone  
 Norfenfluramine  
 Norpseudoephedrine (also called Cathine)  
 Octodrine  
 Octopamine\*\*  
 Oxabolone (also called 4-hydroxy-19-nortestosterone)  
 Oxandrolone  
 Oxilofrine  
 Oxymesterone  
 Oxymetholone  
 Pemoline  
 Pentetrazol  
 Phendimetrazine  
 Phenmetrazine  
 Phentermine  
 Phenylpropanolamine (PPA)  
 Probenecid  
 Propylhexedrine (also called Benzedrex)\*\*  
 Prostanazol  
 Pseudoephedrine  
 [3,2,c]pyrazole-androst-4-en-17b-ol  
 Raloxifene  
 Roxadustat (also called FG-4592)  
 Quinbolone  
 Selective Androgen Receptor Modulator (SARM) S-1\*  
 SARM S-4 (also called Andarine)\*  
 SARM S-9\*  
 SARM S-22 (also called Ostarine)\*  
 SARM S-23\*  
 SARM S-24\*  
 SARM BMS-564,929\*  
 SARM LGD-2226\*  
 SARM LGD-4033 (also called Ligandrol)\*  
 SARM RAD-140 (also called Testolone)\*  
 SR9009 (also called Stenabolic)

(GHRP)-1\*  
GHRP-2 (also called Pralmorelin)\*  
GHRP-3\*  
GHRP-4\*  
GHRP-5\*  
GHRP-6\*  
GW 1516  
GW 0742  
Heptaminol

Sermorelin  
Stanozolol  
Stenbolone  
Strychnine  
Tabimorelin  
Tamoxifen  
TB-500  
Tesamorelin  
Testolactone  
Testosterone  
1-Testosterone  
Tetrahydrogestrinone (THG)  
Tibolone  
Toremifene  
Trenbolone  
Trimetazidine  
Triptorelin  
Vadadustat (also called AKB-6548)  
Zeranol  
Zilpaterol

*\* and any other substance with a similar chemical structure and similar biological effect(s)*

*\*\* In accordance with Exhibit 2, Section 17(c) of the CBA, the addition of such substance to the list of Prohibited Substances shall not be effective until six months following the effective date of the CBA.*

#### **D. Diuretics**

Acetazolamide  
Altizide  
Amiloride  
Bendroflumethiazide  
Benzthiazide  
Bumetanide  
Canrenone  
Chlorothiazide  
Chlorthalidone  
Clopamide  
Cyclothiazide  
Dichlorphenamide  
Eplerenone  
Ethacrynic Acid

Flumethiazide  
Furosemide  
Hydrochlorothiazide  
Hydroflumethiazide  
Indapamide  
Methyclothiazide  
Metolazone  
Polythiazide  
Quinethazone  
Spironolactone  
Torasemide  
Triamterene  
Trichlormethiazide

## **Exhibit C**

### **URINE COLLECTION PROCEDURES**

During the Season, collections for random testing will be scheduled to occur before practices on non-game days, and before shoot-arounds and games on game days. For random drug testing of a visiting team scheduled at game-day shoot-arounds, tests will be scheduled to occur before the shoot-around for that team commences, and for any tests that are not completed by the time the visiting team bus is scheduled to leave the arena or practice facility after the shoot-around is completed, the team will provide alternate transportation to the team hotel for any player that must remain at the arena or practice facility to complete the testing process and will ensure that a Team staff member remains with the affected player(s) and accompanies her or them back to the Team's hotel. Random drug tests can be scheduled to occur at any time during the Off-Season.

When the player arrives at the collection site, the collector will ensure that the player is positively identified through presentation of photo ID or identification by a Team representative. If the player's identity cannot be established, the collector shall not proceed with the collection.

The player will be asked to select a sealed urine specimen cup. The player will then provide her urine specimen under the direct observation of the collector.

The collector shall ensure that the player has provided a urine specimen of sufficient volume for accurate testing. If such a sample cannot immediately be provided by the player, she shall be instructed to remain at the testing site for a reasonable period of time until she can provide such a specimen. Once the specimen has been obtained, the player will select a sealed specimen kit, which contains two bottles. The collector, in the presence of the player, will pour the specimen into two bottles. One bottle will be used as the primary or "A" specimen and the other will be used as the split or "B" specimen. The specimen bottles will be sealed with tamper-

proof seals in the presence of the player. The seals will contain a unique identification number that corresponds to the number on the chain of custody form.

The player and collector will complete the chain of custody form (which may be in hard copy or electronic form) that documents the handling of the specimen. The collector will note any irregularities concerning the specimen on the chain of custody form. Both the player and collector will sign the chain of custody form. The kit will be sealed and sent via overnight courier to the laboratory for testing. If a hard-copy chain of custody form is used, it will be included in the kit containing the two specimens that is sent by overnight courier to the laboratory. If an electronic chain of custody form is used, it will be downloaded to the laboratory electronically.

Once the specimens arrive at the laboratory, the primary specimen will be analyzed. If the primary specimen tests positive, the split sample will be placed in frozen storage and will be available for testing by a different laboratory, if directed by the WNBA.

**Exhibit D**

**DRUGS OF ABUSE AND SYNTHETIC CANNABINOIDS  
CONFIRMATORY LABORATORY ANALYSIS LEVELS**

**Drugs of Abuse**

|                             |                      |
|-----------------------------|----------------------|
| Benzodiazepines             | 100 ng/ml            |
| Synthetic Cathinones        | Any detectable level |
| Cocaine Metabolites         | 150 ng/ml            |
| Gamma Hydroxybutyrate (GHB) | 10 mcg/ml            |
| Ketamine                    | 100 ng/ml            |
| LSD                         | 200 pg/ml            |
| Methamphetamine             | 500 ng/ml            |
| MDMA, MDA and MDEA          | 500 ng/ml            |

Opiates:

|   |             |
|---|-------------|
| Heroin Metabolite<br>(6-acetylmorphine) | 10 ng/ml    |
| Codeine                                 | 2,000 ng/ml |
| Morphine                                | 4,000 ng/ml |
| Oxycodone                               | 100 ng/ml   |
| Hydrocodone                             | 300 ng/ml   |
| Methadone                               | 300 ng/ml   |
| Hydromorphone                           | 300 ng/ml   |
| Fentanyl                                | 300 pg/ml   |
| Propoxyphene                            | 200 ng/ml   |

Phencyclidine (PCP) 25 ng/ml

**Synthetic Cannabinoids** Any detectable level

## Exhibit E

### **STERIODS, PERFORMANCE-ENHANCING DRUGS AND DIURETICS CONFIRMATORY LABORATORY ANALYSIS LEVELS**

All SPEDs (including Human Growth Hormone in its synthetic form and Testosterone in its synthetic form detected through IRMS analysis), except those listed below, at any detectable level.

|   |            |
|---|------------|
| Acetazolamide   | 20 ng/ml   |
| Amphetamines and their analogs                          | 500 ng/ml  |
| Bumetanide  | 20 ng/ml   |
| Clenbuterol   | 5 ng/ml    |
| Dehydrochloromethyltestosterone<br>(DHCMT or turinabol) | 0.02 ng/ml |
| Ephedra/Ephedrine                                       | 10 mcg/ml  |
| Furosemide  | 20 ng/ml   |
| GW 1516   | 0.05 ng/ml |
| GW 0742   | 0.05 ng/ml |
| Hydrochlorothiazide                                     | 20 ng/ml   |
| Methylephedrine   | 10 mcg/ml  |
| Nandrolone  | 2 ng/ml    |
| Norpseudoephedrine                                      | 5 mcg/ml   |
| Phenylpropanolamine (PPA)                               | 25 mcg/ml  |
| Pseudoephedrine   | 150 mcg/ml |
| SARM S-22   | 0.05 ng/ml |
| SARM LGD-4033   | 0.05 ng/ml |
| Torasemide  | 20 ng/ml   |
| Trenbolone  | 0.5 ng/ml  |
| Triamterene   | 20 ng/ml   |
| Zeranol   | 5 ng/ml    |
| Zilpaterol  | 5 ng/ml    |

A sample will only be reported as positive by the laboratory if the estimated concentration of the Prohibited Substance in this Exhibit E exceeds the relevant single-point calibrator, which will be set at 1.2 times the substance's confirmatory lab analysis level. The estimated concentration of such Prohibited Substance in a sample with a measured specific gravity ("SG") greater than 1.018 will be adjusted as follows (where  $SG_{\text{Sample\_Max}} = SG_{\text{Sample}} + 0.002$ ):

$$\text{adj. concentration} = ((1.020 - 1)/(SG_{\text{Sample\_Max}} - 1)) * \text{est. concentration}$$

**EXHIBIT 3**

**NOTICE OF BONA FIDE EXCLUSIVE ENDORSEMENT AGREEMENT**

I hereby notify WNBA Enterprises, LLC (“WNBA Enterprises”) that I have entered into a Bona Fide Exclusive Endorsement Agreement (the “Endorsement Agreement”), as that term is defined in the Collective Bargaining Agreement between WNBA, LLC and the Women’s National Basketball Players Association.

1. The licensee under the Endorsement Agreement is:
2. The Endorsement Agreement was entered into on:
3. The term of the Endorsement Agreement commences on:
4. The term of the Endorsement Agreement expires on:
5. The rights granted under the Endorsement Agreement are only exercisable in (the territory covered by the Endorsement Agreement):
6. The products and/or services covered by the Endorsement Agreement are:

\_\_\_\_\_  
Date:

**EXHIBIT 4**

**CORE SERVICE**

After the 2025 Season

| <u>PLAYER</u>           | <u>SEASON(S)</u>             |
|-------------------------|------------------------------|
| Svetlana Abrosimova     | 2007                         |
| Sue Bird                | 2008, 2009                   |
| DeWanna Bonner          | 2015, 2016, 2018, 2019       |
| Janell Burse            | 2007                         |
| Liz Cambage             | 2021                         |
| Jordin Canada           | 2024, 2025                   |
| Swin Cash               | 2008, 2009, 2010, 2014       |
| Tamika Catchings        | 2008, 2009, 2010, 2011, 2012 |
| Tina Charles            | 2018, 2019, 2020             |
| Karima Christmas-Kelly  | 2018                         |
| Kahleah Copper          | 2022, 2023                   |
| Monique Currie          | 2012, 2013, 2014             |
| Erika DeSouza           | 2012, 2013, 2014, 2015       |
| Skylar Diggins          | 2020, 2021, 2022, 2023       |
| Katie Douglas           | 2008, 2009, 2010             |
| Candice Dupree          | 2018, 2019, 2020             |
| Margo Dydek             | 2005, 2006, 2007             |
| Allison Feaster         | 2004, 2005, 2006             |
| Marie Ferdinand         | 2007                         |
| Sylvia Fowles           | 2015, 2016, 2017             |
| Yolanda Griffith        | 2005, 2006, 2007             |
| Brittney Griner         | 2020, 2021, 2022             |
| Becky Hammon            | 2006, 2007, 2008             |
| Chamique Holdsclaw      | 2007                         |
| Natasha Howard          | 2021, 2022, 2023, 2024       |
| Glory Johnson           | 2019                         |
| Shannon Johnson         | 2006                         |
| Vickie Johnson          | 2005                         |
| Brionna Jones           | 2023, 2024                   |
| Jonquel Jones           | 2022, 2023                   |
| Jewell Loyd             | 2022, 2023                   |
| Crystal Langhorne       | 2016, 2017, 2018             |
| Betty Lenox             | 2008                         |
| Lisa Leslie             | 2007, 2008, 2009             |
| Camille Little          | 2017                         |
| Angel McCoughtry        | 2018, 2019                   |
| Taj McWilliams-Franklin | 2005, 2006, 2007, 2008, 2012 |

|                      |                                    |
|----------------------|------------------------------------|
| Chasity Melvin       | 2007, 2008                         |
| Delisha Milton       | 2006, 2007, 2008, 2009             |
| Kelsey Mitchell      | 2025                               |
| Deana Nolan          | 2008, 2009                         |
| Nneka Ogwumike       | 2021, 2022                         |
| Candace Parker       | 2015, 2016, 2017                   |
| Ticha Penicheiro     | 2004, 2005                         |
| Kelsey Plum          | 2025                               |
| Allie Quigley        | 2018                               |
| Ruth Riley           | 2008, 2009                         |
| Satou Sabally        | 2025                               |
| Katie Smith          | 2004, 2005, 2006, 2007, 2011       |
| Tangela Smith        | 2004, 2008, 2009, 2010             |
| Michelle Snow        | 2008                               |
| Dawn Staley          | 2005                               |
| Breanna Stewart      | 2024, 2025                         |
| Tammy Sutton-Brown   | 2006                               |
| Sheryl Swoopes       | 2007                               |
| Penny Taylor         | 2007                               |
| Alyssa Thomas        | 2025                               |
| Jasmine Thomas       | 2019, 2020                         |
| Tina Thompson        | 2003, 2004, 2005, 2006, 2007, 2008 |
| Tamika Whitmore      | 2008, 2009, 2010                   |
| Courtney Vandersloot | 2019                               |
| Teresa Weatherspoon  | 2003                               |
| Gabby Williams       | 2025                               |
| Natalie Williams     | 2005                               |

**EXHIBIT 5**  
**OFFER SHEET**

Name of Player:

Date:

Address  
or email address of Player:

Name of New Team:

Name, address or email  
address of Player's Representative  
Authorized to Act for Player:

Name of ROFR Team:

Address of ROFR Team:

Attached hereto is an unsigned Player Contract that the New Team has offered to the player and that the player desires to accept. The attached Player Contract separately specifies in its exhibits those Principal Terms that will be included in the Player Contract with the ROFR Team if that Team gives the player a timely First Refusal Exercise Notice.

Player:

New Team:

By \_\_\_\_\_

By \_\_\_\_\_

**EXHIBIT 5A**

**REGULAR CONTRACT OFFER**

Name of Player:

Date:

Address  
or email address of Player:

Name of Regular Contract Team:

Name, address or email  
address of Player's Representative  
Authorized to Act for Player:

Name of Development Team:

Address of Development Team:

Attached hereto is an unsigned Player Contract that the Regular Contract Team has offered to the player and that the player desires to accept.

Player:

New Team:

By \_\_\_\_\_

By \_\_\_\_\_

**EXHIBIT 6**

**FIRST REFUSAL EXERCISE NOTICE**

Name of Player:

Date:

Address or email address of Player:

Name of New Team:

Name, address or email  
address of Player's Representative  
Authorized to Act for Player:

Name of ROFR Team:

Address of ROFR Team:

The undersigned WNBA Team hereby exercises its Right of First Refusal so as to create a binding agreement with the player containing the Principal Terms set forth in the Player Contract annexed to the player's Offer Sheet (a copy of which is attached hereto).

ROFR Team:

By \_\_\_\_\_

**EXHIBIT 7**

**CORE PLAYER DESIGNATION NOTICE**

Name of Player:

Date:

Address or email address of Player:

Name of Team:

Name, address or email  
address of Player's Representative  
Authorized to Act for Player:

Address of Team:

The Team hereby designates the player as a Core Player pursuant to Article VI, Section 7 of the Collective Bargaining Agreement between the Women's National Basketball Association and the Women's National Basketball Players Association effective as of March 19, 2026 (the "CBA"). Attached hereto is the requisite Qualifying Offer pursuant to Article VI of the CBA.

Team:

By \_\_\_\_\_

## EXHIBIT 8

### **JOINT WNBA/WNBPA POLICY ON DOMESTIC/INTIMATE PARTNER VIOLENCE, SEXUAL ASSAULT, AND CHILD ABUSE**

Through this Policy, the Women’s National Basketball Association (“WNBA”) and the Women’s National Basketball Players Association (“WNBPA”) (collectively, “the Parties”) have agreed to work together to address domestic/intimate partner violence, sexual assault, and child abuse in the WNBA.

#### **Covered Behavior**

Acts that constitute domestic/intimate partner violence, sexual assault, and child abuse are prohibited at all times and regardless of where they occur.

For purposes of this Policy, “domestic/intimate partner violence” includes, but is not limited to, any actual or attempted violent act that is committed by one party in an intimate or family relationship against another party in that relationship. Such an act may include physical assault or battery, sexual assault, stalking, harassment, or other forms of physical or psychological abuse. It may also include behavior that intimidates, manipulates, humiliates, isolates, frightens, terrorizes, coerces, threatens, injures, or places another person in fear of bodily harm. Domestic/intimate partner violence can be perpetrated by current or former spouses, current or former domestic or same sex partners, persons who are living together or have cohabitated, persons with children in common, persons who have or had an intimate or dating relationship, and family members. Domestic/intimate partner violence can be a single act or a pattern of behavior in a relationship.

For purposes of this Policy, “sexual assault” includes, but is not limited to, any actual or attempted sexual contact or act to which one party has not consented. Lack of consent is deemed to exist when a person uses or threatens the use of force, harassment, or any other

form of coercion against another. Lack of consent is also deemed to exist when a person is mentally incapable of giving consent, as a result of disability, incapacitation, intoxication, or otherwise.

For purposes of this Policy, “child abuse” includes, but is not limited to, any act or failure to act by a parent, caregiver, or adult that results in death, serious physical or emotional harm, or sexual or other exploitation of a child. Child abuse also includes behavior that poses an imminent risk of such harm to a child.

### **Policy Committee**

The Parties shall establish a joint committee to provide education, support, treatment, referrals, counseling, and other resources for players, their family members, and others at risk (the “Policy Committee”). The Policy Committee will be comprised of two representatives from the WNBA and two representatives from the WNBPA (the “Party Representatives”), as well as three independent experts with experience in domestic/intimate partner violence, sexual assault, and/or child abuse (the “Expert Representatives”). All decisions of the Policy Committee shall be made by a majority vote, unless otherwise stated in this Policy, and shall be final, binding, and unappealable. The Party Representatives shall jointly select the three Expert Representatives to serve on the Policy Committee within 60 days of the issuance of this Policy. The Expert Representatives will each serve for the duration of this Policy; provided, however, that either the WNBA or the WNBPA may discharge any of them on an annual basis by serving written notice upon the Expert Representative(s) and upon the other Party within 60 days of the anniversary of the appointment of such person. If an Expert Representative is discharged, the Party Representatives shall jointly select a successor Expert Representative within 30 days of the notice of discharge.

In the event that the Party Representatives are unable to agree upon and jointly select any or all of the Expert Representatives within 60 days of the issuance of this Policy or within 30 days of the notice of any discharge of an Expert Representative, the following process will be implemented. Within five days following the deadline to select the Expert Representative(s), the Party Representatives shall exchange lists containing the names and qualifications of three proposed Expert Representatives per open position. Within five days following the exchange of such lists, the Party Representatives shall jointly select from that group of individuals the Expert Representative(s) needed to serve on the Policy Committee. If they are unable to do so, then, within an additional three-day period, the Party Representatives shall engage in a process of alternatively striking names from the lists until one name remains for each open position, and such person(s) shall be appointed as the Expert Representative(s).

### **Training and Education**

The Parties seek to prevent incidents of domestic/intimate partner violence, sexual assault, and child abuse from occurring through educational programs and awareness training.

The Policy Committee will implement and oversee all training and educational programs for WNBA players that address issues of domestic/intimate partner violence, sexual assault, and child abuse, and shall make all determinations related thereto including, but not limited to, the staffing, content, format, and frequency of such programs. The Policy Committee will annually review such programs to ensure that they are effective and that the content is appropriate, thorough, and properly communicated to the players.

### **Hotline**

Within 60 days of the issuance of this Policy, the Parties shall jointly select a service provider to support a 24-hour, confidential hotline that can be used by players, their

families, and other victims of domestic/intimate partner violence, sexual assault, and child abuse as defined by this Policy to seek assistance and referrals (the “Service Provider”).

If the Parties are unable to do so, then, within five days following the deadline to select the Service Provider, they shall exchange lists containing the names, qualifications, and cost of three proposed Service Providers. Within five days following the exchange of such lists, the Parties shall jointly select the Service Provider. If the Parties are unable to do so, then, within an additional three-day period, they shall engage in a process of alternatively striking names from the lists until one name remains, and such organization shall be appointed as the Service Provider.

### **Treatment and Intervention**

#### 1. General

The WNBA or the WNBPA may refer a player to the Policy Committee in any of the following circumstances:

- a. As part of a disciplinary determination of the Commissioner for conduct in violation of this Policy; or
- b. After a Player is criminally convicted of an offense that involves conduct in violation of this Policy.

The Policy Committee will also be available as a resource to any player who voluntarily seeks assistance.

Once a player has been referred to the Policy Committee, an expert selected by the Policy Committee will conduct an initial evaluation of the player as soon as is practicable. Following such evaluation, the Policy Committee will develop a Treatment and Accountability Plan (“TAP”) for the player, as may be appropriate. As part of the TAP, the Policy Committee

may require that the player submit to psychological or other evaluations and/or attend counseling sessions with a licensed professional, and take other steps that it deems necessary. In developing the TAP, the Policy Committee will take into account any treatment or counseling that the player may have initiated on her own or pursuant to a criminal resolution of any charges against her.

The Policy Committee will oversee the player's compliance with any TAP, and shall provide additional support to the player as needed. Any treating professionals shall provide regular, written status reports to the Policy Committee that detail the player's progress and compliance with the TAP. The Policy Committee may periodically revise, modify, extend, or close the TAP on its own initiative, on the recommendation of the player's treating professional(s), or upon petition of the player. All information related to a player's involvement with the Policy Committee shall be kept confidential.

The Policy Committee shall determine whether the player has successfully completed her TAP, and may also issue a revised TAP at any time. A player must receive a certification of completion from the Policy Committee in order to conclude her treatment and the oversight of the Policy Committee.

2. Non-Compliance

Each player is required to comply with the directives of the Policy Committee, including with her TAP. If the Policy Committee determines that a player has failed to comply without a reasonable explanation, it shall notify the WNBA. For the first such instance of non-compliance, the WNBA shall issue a warning to the player. If such non-compliance continues for three additional days after the warning is issued, or for the second or any additional instances of non-compliance as determined by the Policy Committee, the WNBA shall fine the player in

the amount of \$1,000 for each day that she fails to comply. Such fines shall continue until the player has, in the judgment of the Policy Committee, resumed full compliance.

If the Policy Committee determines that a player has demonstrated substantial non-compliance, without a reasonable explanation, through a pattern of behavior that demonstrates a mindful disregard for her treatment responsibilities, it shall notify the WNBA, which shall thereupon impose:

- a. A one-game suspension for the first instance of substantial non-compliance; and
- b. A suspension that is at least one game longer than his immediately-preceding suspension for each additional instance of substantial non-compliance and that shall continue until, in the judgment of the Policy Committee, the player resumes full compliance with its directives, including with her TAP.

### **Costs**

Any and all costs of the training, education, treatment, intervention, and other resources described above including, but not limited to, the Policy Committee, Expert Representatives, education and training programs, hotline, experts, and counselors, will be shared equally by the Parties (unless otherwise covered by any insurance plan provided to WNBA players).

### **Investigation of Incidents**

The WNBA will give the WNBPA and the player prompt notice of the commencement of any investigation into an alleged violation of this Policy.

The WNBA's investigation may include the use of third-party resources including, but not limited to, outside legal counsel, outside investigators, or other individuals with relevant experience or expertise.

The WNBA will notify the WNBPA when it has concluded its investigation and report whether it believes a violation of the Policy has occurred.

### **Cooperation**

Except in circumstances where the player has a reasonable apprehension of her own criminal prosecution, players shall cooperate fully with any WNBA investigation under this Policy. Any player interviewed by the WNBA as part of its investigation into a potential violation of this Policy by that player is entitled to have a representative from the WNBPA present during the interview, and the WNBA will provide the WNBPA with at least 48 hours' notice before any in-person interview.

Failing to cooperate in full, or interfering in any manner, with a WNBA investigation will subject the non-cooperative individual to discipline consistent with the terms of Article XIV, Section 12(a) of the CBA. It may constitute a violation of this cooperation requirement for a player to attempt to or enter into any agreement with a witness, victim, or other party that would discourage or prevent that individual from cooperating with a WNBA investigation. While a player is obligated to provide all reasonable information, including contact information, for a witness, victim, or other party, the player is under no obligation to demand, request, or otherwise encourage anyone to cooperate with a WNBA investigation.

### **Administrative Leave**

While an investigation is pending, the Commissioner may at any time place the player on administrative leave with pay for a reasonable period of time. The parties agree that

administrative leave is not intended to be routinely applied during the pendency of every player investigation under this Policy. Instead, administrative leave should be applied in only those cases in which a balancing of all relevant factors clearly establishes that it is reasonable to do so under the totality of the circumstances.

In deciding whether to place a player on paid administrative leave, the Commissioner shall consider among other relevant factors the following non-exhaustive list of factors:

- The nature and severity of the allegation(s), including whether a weapon was involved and whether any injury was suffered by anyone (including the player);
- Whether the allegations are supported by credible information;
- The relationship between the player and accuser;
- Information regarding the player's history of prior similar conduct, or lack thereof;
- The prior criminal or disciplinary history of the player, or lack thereof;
- The status of any criminal investigation and/or prosecution regarding the alleged incident, including whether any arrests have been made;
- The character of the player;
- The player's reputation within the WNBA community;
- The WNBA's past practice regarding discipline imposed on a player for similar allegations; and

- The risk of reputational damage to the WNBA and/or the player's team.

The WNBA will give prompt notice to the WNBPA, the player's team, and the player of any decision to place a player on paid administrative leave pursuant to this Policy. The decision to place the player on paid administrative leave pending an investigation shall not preclude further disciplinary action by the Commissioner against the player in accordance with the provisions of this Policy.

While on administrative leave, the player shall be ineligible to play in any of her team's games. However, the player will continue to receive her salary and other welfare benefits to which she would be entitled as an active player. The player and the player's team may also request that the player be allowed to participate in non-public practices, workouts, or other team activities with the consent of the WNBA, which shall not be unreasonably withheld.

Under the Grievance and Arbitration procedures of the CBA, a player may challenge the reasonableness of the Commissioner's decision to place the player on administrative leave, or the duration of any such period of administrative leave, based on the totality of the circumstances. In the event of any such challenge, a hearing will be scheduled as soon as practicable.

### **Discipline**

Based on a finding of just cause, the Commissioner may fine, suspend, or dismiss and disqualify from any further association with the WNBA and its teams a player who engages in prohibited conduct in violation of this Policy. Repeat offenders will be subject to enhanced discipline.

Notwithstanding the foregoing, an admission to, or conviction for, any offense that involves conduct that violates this Policy, whether after trial or upon a plea of guilty, as well as any plea of no contest or nolo contendere, will conclusively establish a violation of this Policy. A violation based on this ground, however, shall in no way limit or prevent the WNBA from continuing to investigate the incident. Additionally, such admission, conviction, or plea is not required in order for a Policy violation to have occurred. However, a player who is acquitted after trial in a criminal proceeding may not be subject to disciplinary penalties under this Policy.

In conjunction with any discipline imposed by the Commissioner for a violation of this Policy, the WNBA may also require the player to undergo an evaluation under the supervision of the Policy Committee, to participate in relevant training, education, or counseling programs as determined by the Policy Committee, and/or to perform community service; provided that, with respect to the player's participation in any counseling programs, the WNBA shall consider the number of any counseling sessions that a player is ordered by a court to attend and does subsequently attend. Any discipline determined by the Commissioner may be referred to the player's team for imposition.

Prior to the determination of any discipline, the Parties shall meet to discuss the matter. This conference shall be considered confidential, and no statements made during the discussion shall be admissible in any subsequent challenge to any discipline imposed on the player.

The Commissioner will determine all discipline under this Policy on a case-by-case basis, upon consideration of all facts and circumstances, including aggravating and mitigating factors.

Potential aggravating factors include, but are not limited to:

- Prior allegations of, or convictions for, prohibited conduct;
- The use of a weapon or other means of coercion;
- The use of, or threat to use, force or violence;
- The vulnerability of the victim;
- The presence of a minor;
- The nature and extent of any injury to the victim; and
- A civil verdict against the player for the underlying conduct.

Potential mitigating factors include, but are not limited to:

- Acceptance of responsibility;
- Evidence of self-defense;
- Complete and truthful cooperation with the investigation;
- Voluntary participation in any treatment or counseling programs;
- The player's overall good character;
- The player's reputation in the WNBA community; and
- A civil verdict in favor of the player for the underlying conduct.

In cases where the Commissioner imposes a suspension, any period of time the player spent on paid administrative leave will be credited toward the suspension provided that the player remits to the League the applicable portion of salary that the player received while on paid administrative leave.

Challenges to any disciplinary action shall be made through the Grievance and Arbitration process of the CBA.

## **Confidentiality**

The Parties recognize the importance of confidentiality and privacy to the success of this Policy. Accordingly, the Parties will maintain confidentiality throughout the investigatory, disciplinary, and treatment process, and will take reasonable measures to protect the information gathered pursuant to this Policy, including by any outside advisors or experts. Any medical information obtained during the investigatory, disciplinary, and treatment process will be kept confidential as required by applicable law.

At the same time, the Parties recognize that disclosure of certain information may be necessary to further the WNBA's investigation or may be required by law, including by court order or subpoena. Accordingly, the Parties cannot and do not guarantee that complete confidentiality will be maintained. The Parties also reserve the right to make notifications to law enforcement or other appropriate authorities if either the WNBA or the WNBPA becomes aware that there is a threat of imminent harm to any individual or in cases where the victim is a child or is either mentally or physically incapacitated. Additionally, in matters where a violation is found and discipline is imposed, such findings and discipline may be the subject of public statements by the WNBA and/or the WNBPA.

## **Retaliation**

Under this Policy, it is prohibited to retaliate, or threaten to retaliate, against any individual who, in good faith, reports a potential violation of this Policy or who honestly participates in an investigation of such a report. It does not matter whether the investigation establishes that a violation of the Policy occurred, as long as the report of the violation or participation in the investigation is in good faith. Such retaliation includes, but is not limited to, threats, intimidation, harassment, and any adverse employment or other action, whether express

or implied. Anyone who retaliates, or threatens to retaliate, against an individual who reports, or participates in an investigation into, an alleged violation of this Policy, or against any victim or other witness, will be subject to independent disciplinary action.

As with any complaint brought in bad faith, any individual, including coaches, general managers, or other team officials, who reports a violation of this Policy knowing such claim is malicious, false, or fundamentally frivolous shall be subject to disciplinary action.

### **Reporting**

Anyone who is the victim of or acting on behalf of a victim of domestic/intimate partner violence, sexual assault, or child abuse, as defined by this Policy, is strongly encouraged to call the hotline established under this Policy as soon as possible after the incident to discuss the availability of counseling, treatment, security, and other appropriate resources.

If you are in immediate danger or involved in a situation in which another person is in immediate danger, the Parties recommend that you contact 911 or your local police department. Support and crisis intervention are also available from the National Domestic Violence Hotline at 1-800-799-SAFE (7233).

## MUTUAL RELEASES AND COVENANTS NOT TO SUE

In exchange for good and valuable consideration, including the Collective Bargaining Agreement and related agreements (and the exhibits thereto), effective as of March 19, 2026, the Women's National Basketball Players Association ("Players Association"), WNBA, LLC ("WNBA"), and WNBA Enterprises, LLC, for themselves and on behalf of the individuals and entities ("persons") identified below, hereby agree as follows:

1. The Players Association, for itself and on behalf of (i) all persons who have been, are, or may become employed by the WNBA or a WNBA Team as professional basketball players or who have sought or may seek to become so employed, (ii) all of its past, present, and future officers, directors, employees, attorneys, and agents, and (iii) all of its and/or their respective heirs, executors, administrators, representatives, agents, affiliates, successors, and assigns (the Players Association and all persons identified in clauses (i), (ii), and (iii) above hereinafter collectively referred to as "Players Association Parties"), hereby releases and forever discharges the WNBA, WNBA Enterprises, LLC, each WNBA Team, all prior operators of WNBA Teams, and their respective past, present and future owners (direct and indirect), officers, directors, trustees, employees, attorneys, affiliates, related entities, licensees, general or limited partners, members, heirs, executors, administrators, representatives, agents, successors, and assigns (hereinafter collectively referred to as "WNBA Parties") from any and all claims, actions, liabilities, losses and demands, whether known or unknown ("Claims") based upon any act, failure to act, transaction, occurrence, or circumstance, occurring or existing up to and including March 19, 2026, involving or arising out of any aspect of the collective bargaining relationship or any aspect of any employment relationship between a player and any of the WNBA Parties, including but not limited to any alleged violation of the National Labor Relations Act. The Players Association, for itself and on behalf of the other Players Association

Parties further covenants not to sue or to commence any proceeding (judicial, administrative, arbitral, or other), or in any way to assist or support any other person or entity in suing or commencing or prosecuting any such proceeding, against the WNBA Parties with respect to any of the Claims covered by this release.

2. The WNBA, for itself and on behalf of all of the WNBA Parties, hereby releases and forever discharges the Players Association Parties from any and all Claims based upon any act, failure to act, transaction, occurrence, or circumstance occurring or existing up to and including March 19, 2026, involving or arising out of any aspect of the collective bargaining relationship or any aspect of any employment relationship between a player and any of the WNBA Parties, including but not limited to any alleged violation of the National Labor Relations Act. The WNBA, for itself and on behalf of the other WNBA Parties, further covenants not to sue or to commence any proceeding (judicial, administrative, arbitral, or other) or in any way to assist or support any other person or entity in suing or commencing or prosecuting any such proceeding against the Players Association Parties with respect to any of the Claims covered by this release.

3. The releases and covenants set forth in paragraphs 1 and 2 shall not serve to terminate any existing agreement between one or more of the WNBA Parties and a WNBA player.

Women's National Basketball Players Association

DocuSigned by:  
  
By: \_\_\_\_\_  
0B464DC05997452...  
Terri Carmichael Jackson  
Executive Director

WNBA, LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
A3357AAE5BB9546B...  
Cathy Engelbert  
Commissioner