

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE NATIONAL WOMEN'S SOCCER LEAGUE PLAYERS ASSOCIATION
AND
NATIONAL WOMEN'S SOCCER LEAGUE

Term: July 30, 2024 – December 31, 2030

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- Exhibit 1 – Form Standard Player Agreement

SIDE LETTERS OF AGREEMENT

Side Letter of Agreement No. 1: Section 7.7 (FIFA Circular No. 1787)

Side Letter of Agreement No. 2: Sections 8.1, 5.2 (Payroll Cadence)

Side Letter of Agreement No. 3: Article 21 (Locker Room Access & Media)

Side Letter of Agreement No. 4: Section 13.3 (COVID-19 Replacement
Players)

Side Letter of Agreement No. 5: Article 21 (Media Appearance)

Side Letter of Agreement No. 6: Article 21 (Media Appearance)

Side Letter of Agreement No. 7: Article 14.2 (Coaching Licensure Pathway)

Side Letter of Agreement No. 9: Article 16.1 (Wrigley)

Side Letter of Agreement No. 11: Article 13.5 (Concerning Pre-2024 CBA
Extension Team Options)

ARTICLE 1 – RECOGNITION

The NWSL recognizes the NWSLPA as the exclusive collective bargaining representative with regard to the terms and conditions of employment for all persons employed by NWSL as professional soccer players who have a current Standard Player Agreement (“Players”), and all Trialists as defined in this Agreement.

The NWSL and the NWSLPA agree that such persons and the NWSL and/or NWSL Teams may, on an individual basis, bargain with respect to and agree upon the provisions of Player Standard Player Agreements (“SPAs”) consistent with this Agreement.

ARTICLE 2 – DURATION

This Agreement shall be effective from July 30, 2024 and shall continue in full force and effect through December 31, 2030, and shall remain in effect from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to December 31, 2030 (or of December 31 of any subsequent year thereafter) of its intent to terminate or modify the Agreement.

In the event that the League Season switches to a Fall to Spring format and maintains a Fall to Spring format through the 2029-2030 League Season, then this Agreement shall continue in full force and effect through June 30, 2030 and shall remain in effect from year to year thereafter, unless either party notifies the other in writing at least sixty (60) days prior to June 30, 2030 (or of June 30th of any subsequent year thereafter) of its intent to terminate or modify the Agreement. If the 2030 League Season is a Spring to Fall League Season, then the duration shall remain as set forth in the first paragraph of this **Article 2**.

In accordance with existing law, this Agreement shall be binding upon and inure to the benefit of NWSL, NWSL Teams, the NWSLPA, and all Players covered by this Agreement.

ARTICLE 3 – DEFINITIONS

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

- (a) “45-Day Injury/Illness List” shall mean a record of a Team’s Players who are seriously injured and unable to participate in soccer activities for a minimum of forty-five (45) days but are allowed to return to participation after forty-five (45) days have elapsed.
- (b) “Agreement” or “CBA” shall mean this Collective Bargaining Agreement in effect between the NWSL and the NWSLPA as of the Effective Date.
- (c) “All-Star Game” shall have the meaning set forth in **Article 23**.
- (d) “Amateur Player” shall mean a player who has not signed a Letter of Intent to enroll in college or is not already enrolled in college (as defined by the NCAA) or has not exhausted their college eligibility.
- (e) “Close Family” shall mean a spouse or partner, parent, parent-in-law, sibling, grandparent, child, and/or grandchild.

- (f) “Commercial Appearance” shall mean an appearance in which the primary purpose is to promote a commercial affiliate or commercial enterprise other than NWSL or its teams.
- (g) “Commissioner” shall mean any Commissioner or other designee as appointed by the NWSL Board of Governors.
- (h) “CONCACAF” shall mean the Confederation of North, Central American and Caribbean Association Football.
- (i) “Concussion Protocol” shall mean the concussion protocol provided for in Article 16.2.
- (j) “Disciplinary Committee” shall mean the committee established by the NWSL to administer discipline, in accordance with **Article 18** of this Agreement.
- (k) “Discovery Eligible” shall mean a player who may be added to a Team’s Discovery List in accordance with **Section 13.10** of this Agreement.
- (l) “Discovery List” shall mean a list of players identified by a Team and maintained by NWSL whose rights are not currently held by another Team, which provides that Team with certain rights regarding those players, in accordance with **Section 13.10** of this Agreement.
- (m) “Entry Draft” shall mean a draft conducted by NWSL for the purposes of assigning the rights of players who have not previously played in the NWSL to Teams.
- (n) “Exhibition Game” shall mean any non-Regular Season Game non-Tournament, non-Playoff Game or non-Pre-Season Exhibition Game between two (2) Teams, or between a Team and a non-NWSL team, which is broadcast, promoted, and/or generates revenue.
- (o) “Expansion Draft” shall mean a draft conducted by NWSL due to the addition of a Team or Teams to the NWSL who will be participating in the NWSL the following season.
- (p) “FIFA” shall mean the Federation Internationale de Football Association, the governing body for soccer internationally.
- (q) “Free Agency” shall mean a Player’s ability to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, regardless of which Team then-currently holds such Player’s rights.
- (r) “Grievance” shall mean any dispute involving the interpretation or application of or compliance with any written agreement between the NWSL and the NWSLPA or between a Player and the NWSL, in accordance with **Article 18**.
- (s) “Group Rights” shall mean the use of four (4) or more NWSL Player Likenesses, including in a series of individual Players or in a group context, in accordance with **Article 20**.
- (t) “Guaranteed SPA” shall have the definition set forth in Article 7.4.
- (u) “Home Grown Player” shall mean a youth player who was developed by a Team prior to becoming a Player.
- (v) “Injury” shall mean physical harm or damage sustained by the body.
- (w) “In-Season Break” shall mean a minimum one (1) week break in the match calendar.
- (x) “League Season” or “Season” shall mean the period in any year commencing with the first date of Pre-Season and ending on the date of the NWSL championship game.

- (y) “League Year,” under the current schedule format, shall mean the period that begins January 1 in a given year and ends December 31 of that same year. In the event that NWSL switches the schedule to a Fall to Spring format, then the League Year shall mean the period that begins July 1 in a given year and ends June 30 of the following year.
- (z) “League” or “NWSL” shall mean the National Women’s Soccer League, a professional soccer league presently operating in the United States.
- (aa) “Licensed Merchandise” shall mean any commercial good or product, such as trading cards, video or digital games, clothing, apparel, toys, cards, collectibles, and any other consumer goods, on or in which a Player’s Likeness is depicted, incorporated, or otherwise used pursuant to a license with a third party.
- (bb) “Medical Director” shall mean the physician whose services are secured by the NWSL whose primary responsibility is to advise NWSL on health and safety issues.
- (cc) “National Team” shall mean the selected group of players who represent a national association or federation internationally, rather than a particular NWSL Team.
- (dd) “NWSL Game” or “Game” shall mean Regular Season, Post-Season, Exhibition, and any Tournament games, but does not include any All-Star game, Pre-Season Exhibition Games, or other scrimmages.
- (ee) “NWSL Service Year” shall mean what a Player is credited with at the end of the League Season if they are on the roster of a Team in the NWSL at any time during that League Season, including all League Seasons prior to the effective date of this Agreement.
- (ff) “NWSLPA” shall mean the National Women’s Soccer League Players Association.
- (gg) “Official Tournament” shall mean a FIFA, CONCACAF or U.S. Soccer created and/or operated tournament or competition that may or may not require NWSL or Teams to participate (e.g., FIFA Club World Cup, CONCACAF W Champions Cup).
- (hh) “Off-Season” shall mean the period that starts the day after the NWSL Championship and continues until the date prior to the start of Pre-Season.
- (ii) “Panel Physician” shall mean a physician from a panel of physicians mutually selected by the NWSL and NWSLPA, all of whom specialize or are otherwise certified in sports medicine, in accordance with **Article 11**.
- (jj) “Per Diem” shall mean pay provided to a Player for meals while the Player is on a Road Trip or otherwise traveling for NWSL-required activities, in accordance with **Section 8.6**.
- (kk) “Player Council” shall have the meaning set forth in **Article 19**.
- (ll) “Player Likeness” shall mean a Player’s: (i) name, nickname, initials; (ii) autograph/signature or facsimile thereof; (iii) voice; (iv) image, picture, video, photograph, portrait or performance (whether such image, picture video, photograph, portrait or performance is still, motion, video, digital, or any other medium now known or hereafter devised or developed); (v) likeness, including by or through any form of animation, or digital likeness; (vi) identifiable features, marks, attributes and characteristics or any colorable imitation or adaptation thereof, including signature tattoos or body markings, signature actions/celebrations; (vii) to the extent they have rights therein, biographical data; and/or (viii) individually identifiable biometric and performance data.

- (mm) “Player” (with a capital P) shall mean all persons employed by NWSL as professional soccer players who have a current Standard Player Agreement.
- (nn) “Player-Agent” shall mean an agent designated by a player to assist in the negotiation of salary and/or additional benefits, in accordance with **Section 7.2**.
- (oo) “Playoff” shall mean games scheduled by the NWSL after the Regular Season to determine the season champion, this includes the NWSL Championship.
- (pp) “Post-Season” shall mean the part of the League Season following the conclusion of the Regular Season that includes the NWSL Playoff.
- (qq) “Pre-Competition Medical Assessment,” “PCMA,” “Entry Physical,” or “Entry Medical” shall mean a comprehensive assessment prior to participating in training or games conducted either at the start of the League Season, or later, if the Player joins NWSL after the season start, in accordance with **Article 11.1**.
- (rr) “Pre-Season” shall mean the period from the Pre-Season Start Date until the Roster Compliance Date.
- (ss) “Pre-Season Exhibition Game” shall mean any Exhibition Game that occurs during the Pre-Season.
- (tt) “Promotional Appearance” shall have the meaning set forth in Section 22.1
- (uu) “Regular Season” shall mean the period between Preseason and the Post-Season.
- (vv) “Regular Season Game” shall mean those NWSL Games that count towards the Season table.
- (ww) “Restricted Free Agency” shall mean a Player’s ability to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, as set forth in this Agreement, regardless of which Team then-currently holds such Player’s rights, but only after the Player’s current Team has an opportunity to match an offer that the Player receives from another Team in salary, any bonus, and duration.
- (xx) “Review Committee” shall mean the five (5) person committee comprised of two (2) appointees of the Commissioner, two (2) retired NWSL Players who did not play for the same Team at the time of their departure from the NWSL and who are appointed by the NWSLPA, and a current or former referee who is or was affiliated with the Professional Referee Organization (“PRO”) and who will not officiate NWSL matches during the current League Season that reviews discipline for on-field conduct administered by the Disciplinary Committee, in accordance with **Section 18.3**.
- (yy) “Road Trip” shall mean any NWSL-related travel by Player(s) or the Player(s) of a Team outside of their Team’s city for a game, training, promotional work, or any other NWSL business.

- (zz) “Roster” shall mean the list of Players whose rights are currently assigned to a Team and who are signed to an SPA with the NWSL. For purposes of counting Players on a Roster for compliance with minimum and maximum Roster size, Players in the following categories at the time the count is conducted will not be included: (1) Players on the Season-Ending Injury/Illness list; (2) Players on 45-Day Injury/Illness List; (3) Players on parental leave or who are utilizing pregnancy benefits; (4) Players on Player-Elected Leave, and/or (5) Players on mental health leave. For purposes of Service Year credit, Players are considered to have been on a Roster if their rights are assigned to a Team and they are signed to an SPA with the NWSL at any time during that League Season, except for those Players on Player-Elected Leave or who have been loaned out of the NWSL for the entirety of that period.
- (aaa) “Roster Compliance” shall mean the period in which a Team’s Roster must meet all applicable rules.
- (bbb) “Roster Freeze” shall mean the date after which Teams may no longer add Players to their Roster (except for Goalkeeper or National Team Replacement Players or Players returning from the 45-Day Injury/Illness List or Season-Ending Injury/Illness List).
- (ccc) “Salary” shall mean the annual base compensation paid to a Player, excluding bonuses and other incentive compensation/benefits.
- (ddd) “Season-Ending Injury/Illness List” shall mean a record of a Team’s Players who are likely unable to return during the remainder of the League Season due to a medical condition, except as otherwise permitted by League policy.
- (eee) “Semi-Guaranteed SPA” shall have the definition set forth in Article 7.5.
- (fff) “SPA Schedule” shall mean the schedule attached to the Standard Player Agreement, Exhibit 1 to this Agreement.
- (ggg) “Standard Player Agreement” or “SPA” shall mean the contract between the NWSL and any bargaining unit member represented by the NWSLPA. The Standard Player Agreement is attached to this Agreement as Exhibit 1.
- (hhh) “Team” shall mean a Team participating in the NWSL. Where appropriate, such term shall be deemed to include a reference to the Team Operator of such Team.
- (iii) “Tournament” shall include both Official Tournament(s) and Unofficial Tournament(s).
- (jjj) “Trialist” shall mean a soccer player who is not currently employed by NWSL, but who is currently seeking employment as a professional soccer player with NWSL and who has been offered the opportunity to tryout by a Team, as memorialized by the Team in a written acknowledgement. A Trialist does not include any Amateur Player or any soccer player who participates and/or trains with any reserve team or lower division team that a Team might establish or with which a Team might partner.
- (kkk) “Unofficial Tournament” means any tournament that is not an Official Tournament and includes NWSL-created or supported domestic or international tournament or other third-party domestic or international tournament (e.g., NWSL x Liga MX Femenil Summer Cup, WICC).
- (lll) “USSF” or “U.S. Soccer” shall mean the United States Soccer Federation.
- (mmm) “Vacation” or “Time Off” shall mean time when the NWSL and its Teams may not require work from any Player, in accordance with **Article 10**.

(nnn) “Waiver Wire” shall mean a listing of Players whose Rights have been relinquished by the Team that held them and who are eligible to be claimed by other Teams for a twenty-four (24) hour period.

(ooo) “Workers’ Compensation policy” or “WC policy” shall mean the NWSL workers’ compensation policy.

ARTICLE 4 – UNION ACCESS

Each year, appropriate staff members of the NWSLPA shall be given stadium and locker room passes for Pre-Season, Regular Season, Post-Season, and any Exhibition Games. The NWSLPA may hold meetings with the Players of each Team, provided that an authorized representative of the Team has approved the arrangements for any meeting occurring on Team property. It is understood that the NWSLPA has the right to hold at least three (3) such meetings on Team owned or controlled property each year, including one during a Team’s Pre-Season training camp, and that approval for additional NWSLPA meetings on Team owned or controlled property shall not be unreasonably withheld, conditioned, or delayed. It is understood and agreed, however, that no such meetings shall take place during regularly scheduled Team practices or training. Additionally, such meetings shall only take place on a match day under exigent circumstances, and with the approval of NWSL.

ARTICLE 5 – UNION SECURITY

Section 5.1 – Membership: Every bargaining unit member has the option of joining or not joining the NWSLPA; provided, however, that as a condition of employment for the duration of this Agreement and wherever and whenever legal (in accordance with applicable states’ right to work laws):

- a) Any Player who is or later becomes a member in good standing, as defined in the NWSLPA Bylaws, must maintain their membership in good standing in the NWSLPA; and
- b) Any Player who is not a member in good standing of the NWSLPA must, on the later of the thirtieth (30th) day following the ratification of this Agreement or the beginning of the Player’s employment with the NWSL, pay, pursuant to **Section 5.2**, below, an annual fair share fee in the same amount as the periodic dues, in any state where such fee may be lawfully assessed.

Section 5.2 – Check-Off: The NWSL will deduct, monthly, from the salary (base compensation) of each Player who voluntarily authorizes and directs such deduction in accordance with this Article, an amount equal to the periodic dues and any assessments of the NWSLPA. The NWSLPA shall advise NWSL in writing as to any changes to the amount of periodic dues at least thirty (30) days in advance of the effective date of such changes in the amount to be deducted. NWSL shall forward the check-off monies to the NWSLPA monthly by electronic transfer, with a ledger identifying the sources of the monies, within five (5) business days of each monthly deduction. Each dues check-off authorization by a Player shall be in writing and NWSLPA shall advise NWSL of the revocation of any authorization.

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

Section 5.4 – Indemnification: NWSLPA shall indemnify NWSL and hold it harmless against any and all claims, demands, suits, and liabilities that shall arise out of or by reason of any action taken by NWSL for the purpose of complying with the foregoing provisions.

ARTICLE 6 – MANAGEMENT RIGHTS

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

Section 6.2 – All of the rights which were inherent in NWSL or incident to the management thereof, which existed prior to the selection of the NWSLPA as exclusive bargaining representative by the Players and which are not expressly curtailed or contracted away by a specific provision of this Agreement, including SPAs entered into following this Agreement, are retained solely by NWSL. As such, NWSL may take any action not in conflict with any express provision of this Agreement, any SPA, or any applicable law in the exercise of its management rights. Such rights include but are not limited to establishing, enforcing, amending, implementing, or terminating Competition Manuals, Operations Manuals, or other rules, policies, guidelines, or practices, not in conflict with express provisions of this Agreement, including, but not limited to the establishment, termination, and definitions of and amendments to player classifications and categories; determining possible sources of NWSL players and rules and procedures governing their assignment to NWSL Teams; determining roster size and roster composition, including the number of individuals within any classification or category; maintaining, modifying, or implementing Home Grown Player/Player development, draft, discovery, trade, transfer, loan, lottery, and registration rules and processes; determining competition calendar dates (including, but not limited to, waiver dates, draft dates, and discovery dates), off-season training, competitions, and tours; determining game format and playing rules; determining play-off format, including but not limited to the number of games, the number and identity of participating Teams, eligibility for post-season participation, post-season competition rules, All-Star game format, if any, and rosters; use of wearable technology and tracking Player statistics; creating, maintaining, eliminating, or revising League/Team awards; adding, subtracting, or relocating Teams; determining location of play or practice facilities; determining on-field equipment and uniforms and regulations relating thereto; establishing, maintaining, modifying, or discontinuing health and safety protocols; and determining Player and Team salary budgets.

However, before deciding to implement a new drug and alcohol policy, the NWSL shall notify the NWSLPA. If the NWSLPA demands bargaining over such drug and alcohol policy, then the parties shall negotiate in good faith over the proposed policy, but implementation shall not be delayed beyond sixty (60) days. Additionally, before implementing any changes to the NWSL or a Team's infectious disease protocols, the NWSL shall notify the NWSLPA and, upon request, the parties will promptly discuss the proposed changes. Implementation of any changes, however, shall not be delayed by more than three (3) days from notification to the NWSLPA.

Should the NWSL deem it appropriate, the NWSL shall have the right to implement a mandatory COVID-19 vaccination policy. The NWSL will negotiate in good faith with the NWSLPA over the effects of such a policy implementation, but implementation shall not be delayed beyond thirty (30) days.

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

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

ARTICLE 7 – STANDARD PLAYER AGREEMENT

Section 7.1 – Form: All Players will execute a SPA, in a standard form agreed to by the Parties, which shall be attached to this Agreement as Exhibit 1. No individual agreement concerning a Player’s terms and conditions of employment shall be made valid unless it is between a Player and the NWSL, signed by each Party, and contained in an NWSL SPA. NWSL shall provide electronic copies of all executed SPAs, or any part thereof, if executed at different times, as well as any other documents signed by any Player and the NWSL, to the NWSLPA within seven (7) days of their execution. NWSL will maintain Spanish, French, Portuguese, Japanese, and Chinese translations of the form SPA referenced in this **Section 7.1**, above. In all cases of translation, the English-language version of the SPA shall control. All SPAs, and/or any and all other agreements between NWSL and Players that were entered into prior to the effective date of this Agreement or any subsequent amendment or modification of it, shall remain in full force and effect for their stated terms, except that those SPAs or other agreements shall be deemed amended to comply with the terms of this Agreement.

Section 7.2 – Player-Agents and Agent Certification: A player may designate a Player-Agent to act on their behalf, or to assist the player in the negotiation of salary and/or additional benefits to be included in the player’s SPA. If a player is contacted by a Team and the Team is notified that the player has designated a Player-Agent (or agents) to act on the player’s behalf for the purposes described in this Section, NWSL may not negotiate or attempt to negotiate an individual salary and/or additional benefits to be included in an SPA for such player with any Player- Agent(s) other than such designated Player-Agent(s). An SPA that is negotiated and executed with a Player-Agent should specify the Player-Agent’s name, their FIFA license number, and their signature. Non-compliance with the preceding sentence shall not impact the validity of an SPA. A Player who changes representation during the term of an SPA should immediately notify the NWSL and NWSLPA.

The Parties agree that Player-Agent certification is within the purview of the NWSLPA. Notwithstanding the above, the NWSLPA shall consult with the NWSL on the terms of any such Player-Agent certification program. The Parties agree that, beginning with the 2025 Season, Player-Agents shall secure written informed consent of all applicable parties if a Player-Agent represents players and the NWSL, a Team, or a Staff member of either.

The Parties further agree that, beginning with the 2026 Season, NWSL and/or its Teams may not engage in or approve of dual representation arrangements in the same transaction. Dual representation in the same transaction shall be defined as an agent performing services for i) the Team a Player is leaving and the Player in the same transaction; or ii) the Team a Player is joining and the Player in the same transaction; and iii) all parties within the same transaction.

Despite the prohibition of dual representation agreements, NWSL may compensate a player Player-Agent up to the dual representation fee set forth in the FIFA Regulations (i.e., currently ten percent (10%)).

Section 7.3 – Default: A Player may terminate their SPA upon fourteen (14) days’ written notice via email to NWSL (with copy to the General Manager of the Player’s Team), and the NWSLPA, if: (i) NWSL defaults in its obligation to pay any compensation in excess of three hundred dollars (\$300) owed to the Player in the SPA, or fails to perform any other material obligation agreed to be performed by NWSL under the SPA; and (ii) NWSL fails to substantially remedy such default within fourteen (14) days. Alternatively, the Player may choose not to terminate their SPA and NWSLPA may grieve any alleged failure on the part of NWSL pursuant to its SPA obligations with a Player.

Section 7.4 – Guaranteed SPAs: Commencing with the 2025 League Year, all SPAs must be Guaranteed as defined in this Section. Prior to the 2025 League Year, a Player and the NWSL and/or Team may agree that a Player’s SPA is “Guaranteed” in the Player’s SPA Schedule. A “Guaranteed SPA” is one in which NWSL and/or the Team may not terminate the SPA prior to the end of its term because of the quality of the Player’s on-field performance or the fact that the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of a Player’s employment as an NWSL Player. In-season and off-season training (even if not Team-mandated) shall be considered within the course and scope of a Player’s employment but shall never include any activities prohibited in **Article 26** of this Agreement.

If a Player is not fit to play or train as a direct result of any other injury outside the scope of a Player’s employment and not as a result of any activities prohibited in **Article 26** of this Agreement, the NWSL shall have the right to terminate the SPA following the conclusion of the time period in which the Player is receiving a Long Term Disability benefit, where a Player is eligible, but no later than the earlier of i) the end of the current Season; or ii) the end of the Player’s SPA. Any Player who receives Long Term Disability shall be made whole for the difference between the amount of the benefit received and their compensation as provided in their SPA prior to any termination of the SPA as set forth above.

It is further understood and agreed that a Guaranteed SPA may not be terminated because of a health condition (e.g., a heart condition or disease) which has rendered the Player unable or unfit to play or train during the year in which the health condition is discovered, provided that, if the Player had knowledge of the health condition prior to signing the SPA, the Player must have disclosed the health condition to the NWSL and the Player's Team prior to signing the SPA. Nothing in this Section shall prevent the NWSL and/or Team from terminating a Guaranteed SPA prior to the end of its term for any reason other than those delineated above in this Section and consistent with this Agreement or by mutual agreement with the Player.

Section 7.5 – Semi-Guaranteed SPAs: If an SPA is not Guaranteed it is “Semi-Guaranteed.” A “Semi-Guaranteed SPA” is one in which NWSL and/or the applicable Team may terminate the SPA prior to the end of its term because of the quality of the Player's on-field performance, provided NWSL does so prior to the Roster Freeze Date, or the end of the Regular Season, whichever occurs sooner, in the applicable League Year.

Consistent with **Article 11** of this Agreement, NWSL may not terminate a Semi-Guaranteed SPA for a Player not fit to play or train as a direct result of an injury sustained during the course and scope of a Player's employment as an NWSL Player. In-season and off-season training (even if not Team-mandated) shall be considered within the course and scope of a Player's employment but shall never include any activities prohibited in **Article 26** of this Agreement. If a Player is not physically fit to play or train as a direct result of any other injury outside the scope of a Player's employment, the NWSL shall have the right to terminate the SPA following the conclusion of the time period in which the Player is receiving a Long Term Disability benefit where a Player is eligible, but no later than the earlier of i) the end of the current Season; or ii) the end of the Player's SPA. Any Player who receives Long Term Disability shall be made whole for the difference between the amount of the benefit received and their compensation as provided in their SPA prior to any termination of the SPA as set forth above.

Further, if a health condition (e.g., heart condition or disease) is discovered, then NWSL may not terminate a Semi-Guaranteed SPA during the year in which the health condition is discovered, provided that, if the Player had knowledge of the health condition prior to signing the SPA, the Player must have disclosed the health condition to the NWSL and the Player's Team prior to signing the SPA. If a Semi-Guaranteed SPA is not terminated prior to the Roster Freeze Date or the end of the Regular Season, whichever occurs sooner in the applicable League Year, it may not be terminated in that League Year. Nothing in this Section shall prevent the NWSL and/or Team from terminating a Semi-Guaranteed SPA prior to the end of its term for any reason other than those delineated above in this Section and consistent with this Agreement or by mutual agreement with the Player.

Any previously-agreed to Semi-Guaranteed SPA shall continue to be Semi-Guaranteed through the Initial Termination Date listed in the SPA. If such SPA is extended in a manner otherwise consistent with this Agreement into the 2025 League Season or later, such SPA shall become Guaranteed during the 2025 League Season or any subsequent League Season.

Severance Pay for Semi-Guaranteed SPA: A Player whose Semi-Guaranteed SPA is terminated by NWSL prior to the end of the term of the SPA for reasons other than misconduct, and who is not claimed by any Team via the Waiver Wire within twenty-four (24) hours of being added, shall receive severance pay in the equivalent of four (4) weeks of their base salary. Additionally, the Player may elect to continue to reside in any then-currently provided Team housing for a period up to thirty (30) days following termination of their SPA or continue to receive a then-currently provided housing stipend for a period of up to thirty (30) days following termination of the Player's SPA, depending on if the Player was previously utilizing Team housing or receiving a housing stipend. If a Player whose SPA was terminated prior to the end of its term for reasons other than gross misconduct elects COBRA, NWSL will assume responsibility for payment of the COBRA premium for the first month of such coverage.

Section 7.6 – COBRA: If a Player's SPA terminates or expires for any reason, including for misconduct other than gross misconduct, and the individual is no longer employed by the NWSL, the Player shall become eligible to elect continuation coverage under COBRA, in accordance with applicable law. For injured Players or Players with health conditions that are discovered as set forth in **Sections 7.4 and 7.5** whose SPAs expire without entering into a new SPA and who elect to continue health insurance coverage, NWSL shall be responsible for the payment of COBRA premiums for continued individual coverage for the first three (3) months following expiration of the SPA, if the Player timely elects continued COBRA coverage. Except as provided herein **Section 7.5**, and in **Section 9.13** (Retiring Players), the Player will be responsible for payment of the COBRA premium.

Section 7.7 – Minimum Duration of SPAs: Unless terminated consistent with the SPA and/or otherwise permitted by this Agreement (including **Section 7.A.1** (Short-Term Contracts), the minimum length of an SPA shall be from its effective date until the end of the applicable League Year.

Section 7.8 – Registration Periods: Registration Periods as set forth under FIFA's Rules on the Status and Transfer of Players shall be respected as it relates to loans, transfers, assignments, or sales. However, Players may register with a Team in NWSL at any time. Trades or intraleague transfers may occur at any time, subject to NWSL roster rules, but only with the written consent of the Player as specified in **Article 13**.

Section 7.9 – No Third-Party Influence or Ownership: The NWSL shall not enter into an SPA which enables a third party to influence the Player's employment or receive compensation of any kind.

Section 7.10 – Pregnancy & Parental Protections: In addition to the parental leave and pregnancy protections set forth in this Agreement, the validity of an SPA may not be made subject to a Player being or becoming pregnant during its term, being on parental leave, or exercising rights related to the pregnancy or parental protections set forth in this Agreement.

ARTICLE 7A – SHORT-TERM CONTRACTS, TRIALISTS, AMATEUR PLAYERS

Section 7A.1 – Short-Term Contracts: A Team may sign a Player to a Short-Term Contract for the following reasons: (1) to replace a Player currently on a Team’s roster consistent with **Section 7A.1.a.** below (“Roster Relief Contracts”); or (2) for a limited number of Players as set forth in **Section 7A.1.b.** below (“Salary Cap Exempt Contracts”) (together “Roster Relief Contracts” and “Salary Cap Exempt Contracts” are “Short-Term Contracts”).

Short-Term Contracts are Guaranteed. Roster Relief Contracts are intended to be aligned with the length of the replaced Player’s absence, with a minimum duration of one (1) month and a maximum duration through the end of the League Year. However, the Team shall not be obligated to use a roster spot for the Player on a Roster Relief Contract if the replaced Player returns to the Team prior to the expiration of the Short-Term Contract. Further, if upon expiration of the Roster Relief Contract the replaced Player is still unable to return to the Team’s roster, the Team may re-sign the Player to another Roster Relief Contract. The minimum Salary Cap Exempt Contract duration is two (2) months, and the maximum duration is through the end of the League Year.

a) Roster Relief Contracts. A Team may sign a Player to a Roster Relief Contract to provide roster relief where a rostered Player is unable to render playing services due to:

- (i) Player being placed on the 45-Day Injury/Illness List;
- (ii) Player being placed on the Season-Ending Injury/Illness List;
- (iii) Goalkeeper Injury to maintain a roster of no less than two (2) goalkeepers;
- (iv) Player taking Pregnancy or Parental Leave pursuant to **Sections 9.8 and 9.11**;
- (v) Player taking a leave of absence due to mental health;
- (vi) National Team Call-up

b) Salary Cap Exempt Contracts. In addition to Roster Relief Contracts, each Team may sign-up to four (4) Players whose compensation does not count against the Team Salary Cap. These Players may only be signed to Minimum Salary contracts without bonuses; however, Players under a Salary Cap Exempt Contract are entitled to all provisions of this Agreement and the same League-provided bonuses provided to all eligible Players. Any number of these four (4) Players may be signed to Salary Cap Exempt Contracts.

Only Players may play in NWSL Games, except as provided below. Trialists and Amateur Players may participate in NWSL training consistent with the below.

Section 7A.2 – Trialist: The maximum trial duration for a Trialist who is twenty-one (21) years old and under shall be fifty-six (56) days, consecutive or non-consecutive, per Team in any one (1) season, except that such duration may be extended with the consent of the NWSLPA. The maximum trial duration for any Trialist who is over twenty-one (21) years old shall be twenty-one (21) days, consecutive or non-consecutive, per Team in any one (1) season, except that such duration may be extended with the consent of the NWSLPA. For the duration of their trial, a Trialist may participate in any Pre-Season Exhibition Games or practice games / scrimmages. Trialists may not compete in NWSL Games.

Section 7A.3 – Amateur Player: An “Amateur Player” is a player who has not signed a Letter of Intent to enroll in college or is not already enrolled in college (as defined by the NCAA) or has not exhausted their college eligibility. Teams who utilize Amateur Players shall confirm in writing to the Amateur Player at the commencement of their relationship with the Team: (i) their status as an Amateur Player; (ii) the estimated length of time the Team intends to utilize the Amateur Player; and, (iii) a description of what necessary costs and expenses the Team will cover and/or benefits the Team shall provide to the Amateur Player. The NWSL shall provide a copy of such written notices to the NWSLPA. Amateur Players shall not be included in any roster size calculations. Teams must cover necessary expenses for Amateur Players in the same manner as for Trialists to the extent permitted by NCAA Rules. Should NCAA Rules change at any time during the term of this Agreement to permit NCAA student-athletes to receive direct compensation from third parties (i.e., not name, image, and likeness compensation) while retaining their NCAA eligibility, then the NWSL and NWSLPA shall meet to bargain over the NWSL’s ability to utilize Amateur Players as provided in this Section.

During a League Season, an NWSL Team may allow not more than three (3) Amateur Players to train with any one NWSL Team at any given time. Amateur Player(s) may participate in any Pre-Season Exhibition Games and practice games / scrimmages without limitation. Amateur Player(s) may also participate in Exhibition Games and Unofficial Tournaments, but not Official Tournaments. For Exhibition Games and Unofficial Tournaments described above, Amateur Player(s) may only participate so long as such Amateur Player(s) does not occupy a roster spot on the day of the game (e.g., if the day of game roster is eighteen (18) Players, NWSL could expand the day of game roster to eighteen (18) Players plus two (2) Amateur Players). Amateurs may not otherwise compete in NWSL Games.

Should an NWSL Team create, maintain, or partner with a Reserve Team or lower division team, the NWSL and NWSLPA shall meet to bargain over whether players from the Reserve Teams or lower division teams may be loaned or “called-up” to train and/or play with an NWSL team or NWSL Players may be loaned or “called down” to/from NWSL Teams and Reserve Teams/lower division teams, as well as the terms by which such loans may occur, if applicable.

For any Trialist or Amateur Player under the age of eighteen (18), Teams must provide a safeguarding plan that addresses housing and living arrangements, transportation, education, supervision, health and wellness, and player development.

ARTICLE 8 – PLAYER SALARIES AND PLAYER-RELATED EXPENSES

Section 8.1 – Minimum Salary: For a Player employed by the NWSL, the minimum annual base salary (excluding bonuses, other incentive compensation/benefits shall be as follows:

2024:	\$37,856
2025:	\$48,500
2026:	\$50,500
2027:	\$65,000 (auto stipend is eliminated & Locality COLA and Supplemental Stipend are implemented)
2028:	\$67,600
2029:	\$70,500
2030:	\$82,500

Nothing contained herein shall be deemed to prevent the NWSL and a Player from negotiating a higher salary in the Player’s SPA, or from allowing NWSL to provide additional, one-off compensation pursuant to sponsorship arrangements. Subject to **Section 8.2** below, nothing contained herein will reduce any higher compensation included in any SPA, including any negotiated housing or other benefit, existing at the time of the effective date of this Agreement.

The NWSL agrees that a Player’s salary shall not be disclosed to third parties by the NWSL or its Teams without the prior, written consent of the NWSLPA (unless required by law).

Payment of Player salaries shall be in bi-monthly installments and shall be prorated for any portion of a pay period in which the Player is employed by NWSL. The Parties shall enter into a side letter to this Agreement providing for a process by which they shall determine whether the NWSL can establish an IRS-compliant Accountable plan for the purpose of ensuring appropriate tax treatment of Player(s) housing costs or other receipt of housing benefits.

Commencing with the 2027 League Season, if the annual salaries negotiated in all Player SPAs are set such that both of the below conditions are met, then NWSL shall no longer provide Team-provided housing, the Locality COLA Stipend, or the Supplemental Stipend:

- a) The Gross Income less Market Housing Cost of all Players is above the required Minimum Net Value of Compensation in that year, as set forth in **Section 8.3**, and;
- b) The salary of every NWSL Player is high enough that the cost of half of the annual average rental of a two-bedroom apartment in all NWSL markets, utilizing an agreed-upon third-party valuator does not exceed 30% of their salary.

Section 8.2 – Locality Cost of Living Adjustment (“Locality COLA”) Stipend:

The Locality COLA Stipend is effective beginning with the 2027 Season.

Definitions:

- a) “Market Housing Cost”: The cost of the annual average rental of a one-bedroom apartment utilizing an agreed-upon third party valuator (i.e., Rent.com) together with the average cost of utilities (i.e., C2ER)

The appropriate rent.com index shall be the market in which the majority of Team-provided housing has previously been provided, unless the parties agree otherwise. For NWSL markets in which there is no rent.com index available, the Parties shall agree on the appropriate index to be used for that market. For expansion Teams, the Parties shall agree on the appropriate rent.com index, with input from the relevant expansion Team.

NWSL and the NWSLPA shall meet no later than six (6) months prior to the end of each SPA contract year (i.e., June 30 under the current format) to determine the Market Housing Cost for the subsequent year and to meet and discuss which Teams will no longer be required to provide Team-provided housing in the subsequent year so that the Parties, affected Teams, and Players can make appropriate plans for the transition.

- b) “Housing Security Threshold”: The threshold at which a Player is spending no more than thirty percent (30%) of their Gross Income on Market Housing Cost. “Gross Income” means base salary plus guaranteed bonuses plus additional guaranteed compensation above any amount contractually required in this Agreement for that applicable year.
- c) “Baseline Locality COLA”: The difference between the Market Housing Cost in the Player’s market and the Market Housing Cost in the highest-cost housing market in which a Player earning the Minimum Base Salary would not be spending more than thirty percent (30%) of their Gross Income on Market Housing Costs.

For example, with a 2027 minimum salary of \$65,000 and the assumed Market Housing Cost as set forth in the following table, Team L is located in the highest cost housing market in which a Player earning the Minimum Base Salary is not spending more than thirty percent (30%) of their Gross Income on Market Housing Costs:

Team	Minimum Salary	Market Housing Cost	Housing Security Threshold	Baseline Locality COLA
A	65,000	38,842	129,474	20,400
B	65,000	38,347	127,823	19,905
C	65,000	37,999	126,663	19,557
D	65,000	33,031	110,103	14,589
E	65,000	32,988	109,959	14,546
F	65,000	30,735	102,451	12,293
G	65,000	25,956	86,521	7,514
H	65,000	25,131	83,770	6,689
I	65,000	21,707	72,355	3,265
J	65,000	20,578	68,595	2,137
K	65,000	20,006	66,687	1,564
L	65,000	18,442	61,473	0
M	65,000	18,208	60,693	(234)
N	65,000	16,936	56,454	(1,506)

- d) “Stabilizing Locality COLA”: The difference between eighty-five percent (85%) of a Player’s Gross Income and the Housing Security Threshold.

For example, consider a Player on Team G with a Gross Income of \$90,000 in 2027.

Housing Security Threshold = \$25,956 (Market Housing Cost) / 30% = \$86,521

Eighty-five percent (85%) of Player’s Gross Income = \$90,000 x 85% = \$76,500

Stabilizing Locality COLA = \$86,521 - \$76,500 = \$10,021.

- e) “Locality COLA”: The lesser of the Baseline Locality COLA and the Stabilizing Locality COLA.

For example, consider a Player on Team G with a Gross Income of \$90,000 in 2027 (same as example above).

Baseline Locality COLA = \$7,514

Stabilizing Locality COLA = \$10,021

Locality COLA = \$7,514

Commencing with the 2027 League Season and continuing thereafter, all Players who are eligible based on the above shall be entitled to a Locality COLA stipend (“Locality COLA Stipend”).

Commencing with the 2027 League Season, if a Team has Market Housing Costs such that a Player earning the Minimum Base Salary is not spending more than thirty percent (30%) of their Base Salary on Market Housing Costs, that Team shall no longer be required to pay Players a Locality COLA during the remainder of the Term of the Agreement, even if that Team’s Market Housing Costs change. This provision shall not be construed to impact the eligibility of Players with a child or children, which is addressed below.

For Players with a child or children, the Locality COLA Stipend shall be calculated in the same manner, except that their Market Housing Cost shall be based on the annual average rental of a two-bedroom apartment utilizing an agreed-upon third party valuator (i.e., Rent.com) together with the average cost of utilities (i.e., C2ER) using the same process and the same timeline as specified above in the definition of “Market Housing Cost.”

Commencing with the 2027 League Season, if a Team has Market Housing Costs such that a Player with a child or children earning the Minimum Base Salary is not spending more than thirty percent (30%) of their Base Salary on Market Housing Costs based on the annual average rental of a two-bedroom apartment in line with the above paragraph, that Team shall no longer be required to pay Players with a child or children a Locality COLA during the remainder of the Term of the Agreement, even if that Team’s Market Housing Costs change.

A Player who changes Teams during the course of the League Season shall receive a recalculated Locality COLA Stipend based upon Player’s new Team.

Players who select Team-provided housing pursuant to **Section 9.5** will not be eligible to receive the Locality COLA Stipend. However, Players who negotiate specifically for housing or housing-related benefits in their SPAs, or who have already done so, shall remain eligible for the Locality COLA stipend except that the amount of the negotiated housing or housing-related benefits shall count toward Gross Income for purposes of computing the Locality COLA Stipend. In addition, Players who opt for Team-provided housing in 2027 or a subsequent year pursuant to **Section 9.5** shall not remain eligible to receive a Locality COLA Stipend.

Section 8.3 – Supplemental Stipend: Beginning in 2027, Players may be eligible for a Supplemental Stipend based upon their Net Value of Compensation (“NVC”) as provided below. NVC is defined as Base Salary plus Locality COLA Stipend minus Market Housing Cost.

(1) Players making the Minimum Salary: Beginning in 2027, Players will be eligible for Supplemental Stipends in each year of the contract so that the NVC for a minimum salaried player increases by no less than four percent (4%) per year over that received by a minimum salaried player on the same Team in the previous year.

For clarity, the required Minimum NVC by year is the following:

2027: \$55,640
2028: \$57,866
2029: \$60,180
2030: \$62,587

(2) Players making above the Minimum Salary who sign a multi-year SPA prior to January 1, 2027: Beginning in 2027, Players will be eligible for Supplemental Stipends in each year of their SPA so that the NVC received increases by no less than four percent (4%) per year.

(3) Players making above the Minimum Salary who sign a new SPA beginning January 1, 2027 who are not “cost burdened”: Beginning in 2027, Players will be eligible for Supplemental Stipends equal to the difference between the NVC of Minimum Salaried Players (on the same team) who do not choose (or do not have the option of choosing) Team Provided Housing and the Player’s NVC as determined by the terms of their contract.

Section 8.4 – Direct Deposit: Players may elect to have their paychecks directly deposited at any U.S. financial institution that accepts direct deposit.

Section 8.5 – Competition Bonuses: The NWSL shall provide the following minimum performance bonuses to each Player on the applicable Team, which may be funded in whole or in part by sponsors (and are broken down by years below):

	2024-2026	2027-2030
NWSL Shield:	\$5,000	\$10,000
NWSL Champion:	\$5,000	\$10,000
NWSL Runner-Up:	\$3,750	\$5,000
NWSL Semi-Finalist:	\$2,500	\$2,500
NWSL Quarterfinalist	\$1,250	\$1,250
NWSL-Created Unofficial Tournament Champion:	*\$1,000	\$1,000
NWSL-Created Unofficial Tournament Runner-Up:	*\$500	\$500

In addition, the following minimum performance bonuses will be provided to the selected Players, which may be funded in whole or in part by sponsors:

	2024-2026	2027-2030
Best 11 Award:	\$5,000	\$10,000
Best 11 Second Team	\$2,500	\$5,000
Rookie of the Year:	\$5,000	\$10,000
Most Valuable Player	\$5,000	\$20,000
Golden Boot	\$5,000	\$10,000
Midfielder of the Year	\$5,000	\$10,000
Defender of the Year	\$5,000	\$10,000
Goalkeeper of the Year	\$5,000	\$10,000
All-Star Bonus	\$2,000	\$2,000

(in accordance with **Article 23**)

*Provided such Tournament is held.

Notwithstanding the above, in the event of format changes other than switching from a Spring to Fall to a Fall to Spring season format, NWSL and NWSLPA shall meet and confer concerning amendments to the above bonus schedule. In no event shall the total dollar amount of the bonus pools decrease as a result of format changes.

Separate and apart from the above bonuses, if the NWSL or one of its Teams receives prize money by virtue of a Team's performance and/or participation in a Tournament, Pre-Season Exhibition Game, or Exhibition Game (such as one required by USSF, CONCACAF, or FIFA, including but not limited to a FIFA Club World Cup), Players competing in that Tournament shall receive fifty percent (50%) of such prize money.

Section 8.6 – Per Diem: Player per diem, while on an Road Trip or otherwise traveling for NWSL-required activities, shall be paid at no less than the minimum rates set forth below, for any day in which the Player is fully or partially traveling, and a meal is not provided. If a Player is on the road for less than a full day, the Player shall receive a per diem for all meals during travel and for which a meal has not been provided. Any per diem provided which exceeds the standard IRS rate for the relevant market may be subject to applicable taxes and withholding. For all Road Trips, the total trip per diem shall be paid in a lump sum no later than the beginning of travel, less the per diem for any meal(s) provided by the Team.

Rates:

2024: \$91 (\$22 for breakfast; \$29 for lunch; \$40 for dinner)

2025: \$94 (\$23 for breakfast; \$30 for lunch; \$41 for dinner)

2026: \$96 (\$24 for breakfast; \$31 for lunch; \$42 for dinner)

2027: \$100 (\$25 for breakfast; \$32 for lunch; \$43 for dinner)

2028: \$100 (\$25 for breakfast; \$32 for lunch; \$43 for dinner)

2029: \$100 (\$25 for breakfast; \$32 for lunch; \$43 for dinner)

2030: \$105 (\$26 for breakfast; \$34 for lunch; \$45 for dinner)

Section 8.7 – Training Meals: Teams will provide reasonable pre-training and post-training meals.

Section 8.8 – Travel and Parking: Each Team shall be responsible for providing travel necessary for its Players in connection with Team or NWSL-required activities or reimburse Players for transportation as set forth below. If Players are required to travel to and from any location in connection with Team travel, the Team will provide either a Team bus for transport or reimburse the Player for mileage (if such mileage is beyond the Player’s normal travel to the Team’s training facility or primary match venue), parking, or other reasonable transportation costs incurred, with appropriate documentation to be submitted within thirty (30) days of the time of incurring the expense.

Each Team shall provide or arrange for appropriate parking for Players for games and practices, without cost to the Players.

Teams shall designate a practice facility at least forty-five (45) days in advance of the first training session in the Team’s home market. If any Player resides in Team-provided housing more than twenty (20) miles from the training facility, the Player shall be reimbursed for reasonable travel costs over twenty (20) miles incurred traveling to/from the training facility with appropriate documentation to be submitted within thirty (30) days of the time of incurring the expense. For Players not utilizing Team-provided housing, any reimbursement will be capped at what the reimbursement would have been if the Player resided in the Team-provided housing.

Section 8.9 – Relocation Expenses: Players shall be reimbursed for reasonable expenses necessarily incurred in relocating to the Player’s new Team market, according to the following terms:

- a) Newly-Signed, Traded, and other Relocating Players shall be entitled to the following:
 - i) For SPAs commencing during the 2024 Season, at the Player’s option, either reimbursement for up to two thousand and five hundred dollars (\$2,500) in reasonable and documented relocation expenses or a stipend of two thousand dollars (\$2,000). For SPAs commencing during the 2025 Season, 2026 Season, and 2027 Season, at the Player’s option, either reimbursement for up to seven thousand and five hundred dollars (\$7,500) in reasonable and documented relocation expenses or a stipend of five thousand dollars (\$5,000). For SPAs commencing during the 2028 Season and on, at the Player’s option, either reimbursement for up to ten thousand dollars (\$10,000) in reasonable and documented relocation expenses or a stipend of seven thousand and five hundred dollars (\$7,500).
 - ii) Reasonable housing expenses and per diem, at the rates specified in **Section 8.6**, for up to fourteen (14) days, unless Team-provided housing is immediately available;
 - iii) A rental car for up to ten (10) days (if the Player does not have a driver’s license, reasonable transportation expenses will be reimbursed), unless Team-provided transportation is immediately available, and

- iv) Coach airfare for the Player, or if the Player chooses to travel by automobile, reimbursement at the IRS mileage rate, between the Player's home and the metropolitan area in which the Player's Team is located.

Section 8.10 – Trialist Expenses: During a trial, the Team shall provide the Trialist with (i) housing or a stipend equivalent to the average cost of a standard hotel room within the twenty (20) mile radius of the Team's training facility. The housing may be at either an extended stay hotel or the visiting team hotel approved in accordance with **Section 12.2** or an apartment which complies with **Section 9.5's** housing requirements, (ii) meals and/or per diem equivalent to the amounts provided to Players in **Section 8.6**, and (iii) a Team-provided shared automobile or mileage reimbursement in accordance with the IRS rate when using a personal automobile for NWSL-related travel. If a Trialist resides within a twenty (20) mile radius of the Team's training facility, then the Team is not required to provide housing or a housing stipend to the Player. NWSL and the Trialist may also mutually agree that NWSL will reimburse for mileage in lieu of providing housing. The Team shall also cover the cost of any necessary medical treatment for injuries sustained while performing activities within the trial.

Section 8.11 – Miscellaneous Reimbursements: Subject to the submission of appropriate expense reports and related receipts within thirty (30) days of incurring the expenses, Players shall be reimbursed for all reasonable out-of-pocket expenses associated with (i) travel to/from medical appointments outside the Team's facility which are required or approved by the NWSL or the Player's Team physician; (ii) any and all media or promotional appearances made by the Player; and/or (iii) any other reasonable expense incurred while performing any Player duty or obligation, that are approved by the Team or the NWSL. Mileage reimbursement for transportation shall be at the current IRS rate.

Section 8.12 – Reimbursement of Expenses: With respect to the reimbursement of expenses referenced in this Article, NWSL shall reimburse the Player within thirty (30) days of the Player's timely submission of appropriate documentation, as set forth in this Article.

Section 8.13 – Team Minimum Spend: There shall be no Team Minimum Spend in 2024. Beginning in 2025, each Team must spend not less than the Minimum Salary set forth in **Section 8.1** multiplied by the number of Players on the Team whose base salaries and paid bonuses count toward the salary cap (i.e., 22-26 Players for 2025-2026, 23-26 Players for 2027 and beyond) plus the Team Revenue Share set forth in **Section 8.14** below on base salaries and paid bonuses, excluding benefits, stipends, and/ or other forms of compensation required by this Agreement, over a single SPA contract year. For purposes of calculating the Team Minimum Spend, for performance bonuses, the prior League Season’s performance bonuses shall be used. Any Team that fails to comply with the requisite Team Minimum Spend by the end of the League Season shall be required to distribute the difference between the Team Minimum Spend for the year and the actual amount spent on Player base salaries, and bonuses on the Team in equal amounts to each Player under contract with the Team for at least nine (9) months during the League Year as of the last day of that contract year. For illustrative purposes only, if a Team fails to spend \$100,000 of the Team Minimum Spend by the end of the 2025 League Season, then the Team would need to distribute an equal share of \$100,000 among all Players on the Team by December 31, 2025, assuming the NWSL Schedule footprint remains unchanged. Should the League Season footprint change to a fall to spring footprint, the last day of the contract year would be June 30, and Team Minimum Spend distributions would be paid out by June 30.

Section 8.14 – Team Revenue Share:

For purposes of determining the Team Revenue Share, the following formula shall be used:

- a) The Team Minimum Spend and the Team Salary Cap shall be increased by the Team Revenue Share. The “Team Revenue Share” is ten percent (10%) of the sum of NWSL Media Revenue and Sponsorship Revenue divided by the number of Teams playing in the applicable League Year.
- b) “Media Revenue” shall mean the net national media revenue received by the NWSL from national and international broadcast agreements, defined as the gross media revenue reduced by promotional value and broadcast production expenses.
- c) “Sponsorship Revenue” shall mean the gross national sponsorship revenue received by the NWSL reduced by an assumed cost of twenty-five percent (25%). Sponsorship Revenue specifically excludes value-in-kind.

Section 8.15 – NWSLPA Audit Rights:

The NWSLPA and its authorized representatives shall have the right, at its sole cost and expense, to examine NWSL audited financial statements each year of this Agreement. Audited financial statements may be provided to the NWSLPA electronically. NWSL agrees to make available, in a timely manner, relevant supporting documentation reasonably requested by the NWSLPA’s Auditor to verify reported amounts. Any information, records, and materials reviewed, and any copies and extracts thereof, will be considered strictly confidential business information not to be shared with others (except for officers, employees, and outside advisors of the NWSLPA).

Section 8.16 – Team Salary Cap: Nothing in this Section shall be construed to give NWSL the right to limit or reduce benefits in any other part of this Agreement or any SPA. For 2024, the Team Salary Cap shall be not less than \$2,750,000. Commencing with the 2025 League Season, the Team Salary Cap shall be not less than the amounts set forth below. NWSL may in its discretion, after consultation with the NWSLPA, increase the Team Salary Cap in any year. NWSL may in its discretion, after consultation with the NWSLPA, reduce or eliminate the Salary Cap charge against the Team Salary Cap for certain roster classifications.

2025: \$3,300,000
2026: \$3,500,000
2027: \$4,400,000
2028: \$4,700,000
2029: \$4,900,000
2030: \$5,100,000

The Team Salary Cap shall be increased by the Team Revenue Share from the prior League Season.

Section 8.17 – Calculation of Team Salary Cap: Commencing with the 2025 League Season, the following categories will be included in the calculation of a Team Salary Cap:

- a) Base salary
- b) Bonuses including, for the individual bonuses listed in **Section 8.5**, any bonus amounts above those required under the terms of **Section 8.5**. For purposes of calculating the Team Salary Cap, the prior League Season's performance bonuses (not the current year's) shall be used.
- c) Twenty-five percent (25%) of transfer fees in excess of \$500,000 per League Season. This number (\$500,000) shall increase ten percent (10%) for each year of this Agreement.
- d) Player-Agent fees.
- e) For 2024-2026 only, housing stipends above the amount required in **Section 9.5(a)**.
- f) Beginning in 2027, (x) any housing provided to any Player not eligible to receive Team-provided housing or a Locality COLA Stipend (y) any housing payment provided to a Player above the amount of the Locality COLA Stipend.
- g) Dependent or childcare expense stipends above the amount required in **Section 9.9**.
- h) For 2024-2026 only, auto stipends above the amount required in **Section 9.6**. Beginning in 2027, auto stipends and/or the value of Team provided automobiles.
- i) Relocation reimbursement above the amount required in **Section 8.9**.

- j) Any per diem amount above the amount required in **Section 8.6**.
- k) Player benefits, including health insurance, dental, disability, life insurance, and 401(k) employer contributions above the amount provided in **Sections 9.1, 9.2, 9.3, and 9.7**.
- l) Severance pay and COBRA benefits above the amount provided in this Agreement.
- m) The amount of any supplemental stipend in excess of the amount(s) set forth in **Section 8.3**.

The following categories will be excluded from the calculation of a Team Salary Cap:

- a) League-provided bonuses including the Competition Bonuses set forth in **Section 8.5**.
- b) Prize money.
- c) For 2024-2026 only, housing stipends up to the amount required in **Section 9.5(a)** and/or the value of Team provided housing.
- d) Beginning in 2027, the amount of the Locality COLA Stipend or the value of Team-provided housing for Players still eligible to receive Team-provided housing pursuant to Section 9.5(b).
- e) Dependent or childcare expense stipends up to the amount set forth in **Section 9.9**.
- f) For 2024-2026 only, auto stipends up to the amount required in **Section 9.6**.
- g) Transfer fees at or below the amount specified in **Section 8.17(c)**.
- h) Relocation reimbursement up to the amount required in **Section 8.9**.
- i) Per diems as set forth in **Section 8.6**.
- j) Severance pay and COBRA payments under the terms of this Agreement.
- k) For the 2024-2026 League Seasons, Teams may use any funded and unused Allocation Money from prior years to offset the Team Salary Cap or for transfer or loan fees.
- l) Standard Player benefits, including health insurance, dental, disability, life insurance, and 401(k) employer contributions.
- m) The amount of any supplemental stipend set forth in **Section 8.3**.

Section 8.18 – Team Salary Cap Reports: NWSL shall provide the NWSLPA with a Team-by-Team salary cap report on a monthly basis. NWSL shall provide NWSLPA with an accounting of each Team’s Minimum Spend from the prior League Season within thirty days (30) days of the last day of the League Season.

Section 8.19 – Limited Reopener Trigger: If, during the term of this Agreement, the structure of the relationship between the League and Teams changes from a single entity structure or if sharable revenues exceeds \$300 million in 2028 or 2029, then NWSLPA may, in its sole discretion, reopen this Agreement solely with respect to the revenue sharing provisions contained in **Section 8.14**.

ARTICLE 9 – BENEFITS

Section 9.1 – Health Insurance / Family Building Benefits (“FBB”): NWSL shall continue to offer the medical, dental, and vision insurance plans that are currently being offered to Players, at no cost to the Player. Any Player on an NWSL-provided plan shall have the option of adding their dependents (per policy terms and at the Player’s expense) to that plan. Such benefits shall be effective per the terms of the relevant insurance plan(s). Upon request, the NWSL shall provide the NWSLPA and any Player with any applicable summary plan descriptions. The NWSL shall also maintain an Employee Assistance Program through the NWSL’s health insurance network, consistent with **Article 11.11**. NWSL shall also secure a vendor to assist Players with FBB such as IVF/IUI treatment; fertility medication; egg, embryo, and sperm preservation; ovulation tracking; fertility testing; genetic testing; and surrogacy. Players will have the opportunity to sign-up through the NWSL FBB vendor. The NWSL will pay for the FBB vendor’s administrative costs. All other FBB costs will be managed through the Player’s health insurance and any amounts not covered by insurance will be the responsibility of the Player. The NWSL FBB vendor service is in addition to any FBB offered by individual Teams. NWSL agrees that it will meet to negotiate possible new plans or new terms of health insurance plans or FBB plans with negotiations beginning no later than August 1 of the new plan year. Plans, carriers, or brokers may change from year to year thereafter, but NWSL shall maintain substantially-similar plans as permitted by state or local laws.

Section 9.2 – Life Insurance: NWSL shall maintain a group life insurance policy providing a face policy amount of at least fifty thousand dollars (\$50,000) per eligible Player, and with access to coverage for such Player’s spouse and dependent children, at the Player’s cost and per the terms of the policy. NWSL shall also maintain an Accidental Death and Dismemberment policy providing benefits of at least fifty thousand dollars (\$50,000) per eligible Player who chooses to participate in the coverage.

Section 9.3 – Long-Term Disability: NWSL shall maintain long-term disability insurance benefits for Players pursuant to the terms of the existing plan documents or a substantially similar plan. Premiums for such insurance shall be paid by NWSL.

Section 9.4 – Workers’ Compensation: NWSL shall provide workers’ compensation benefits in accordance with applicable statutes, provided that, in any state or province where workers’ compensation coverage is not compulsory, NWSL will either voluntarily obtain coverage under the compensation laws of that state or otherwise guarantee equivalent benefits to Players in that state or province.

Section 9.5 – Housing:

a) For the 2024-2026 League Seasons only, NWSL shall provide Players with the following options with respect to housing in the market of the NWSL Team on which they play:

- i) A Player may opt to stay in Team-provided housing. In all such cases, the NWSL shall provide a Player considering Team-provided housing with the location of the residence at least thirty (30) days in advance of Pre-Season; the residence shall have a maximum of three (3) Players and/or Trialists residing in it; and each Player and/or Trialist shall have their own bedroom. For any Player with a child or children residing with them, housing shall consist of at least a two (2)-bedroom unit. Teams shall be responsible for the payment of the utilities a tenant is legally obligated to pay as stated in the applicable rental agreement, excluding internet and cable.
- ii) Beginning in 2025, consistent with the terms of each Player’s SPA, a Player may opt to receive a monthly housing stipend, at the amount equal to the average cost of a one (1) bedroom apartment at the rate paid by the Team for Team-provided housing. Estimated utilities shall be included in the calculation of the housing stipend at the rates paid by the Team for Team-provided housing.

For any Player with a child or children residing with them, the monthly housing stipend shall equal the amount of the average cost of a two (2) bedroom apartment at the rate paid by the Team for Team-provided housing. Estimated utilities shall be included in the calculation of the housing stipend at the rates paid by the Team for Team-provided housing.

- iii) Neither NWSL nor any Team may impose restrictions as to who may visit Players in the housing referred to above, even if a Player requests such a restriction.

b) Beginning with the 2027 League Season, eligible Players will receive the Locality COLA Stipend. Players whose Gross Income plus the Locality COLA Stipend does not meet the Housing Security Threshold shall have the option to choose to receive the Locality COLA Stipend or Team-provided housing.

Commencing with the 2027 League Season, if a Minimum Salary Player with the calculated Locality COLA **per Section 8.2** meets the Housing Security Threshold in a specific Team market, that Team shall no longer be required to provide Team-Provided Housing to Players during the remainder of the Term of the Agreement even if that Team’s Market Housing Costs change. This provision shall not be construed to impact the eligibility of Players with a child or children, which is addressed below.

Players with a child or children, consistent with **Article 8.2** above, shall have the same option except that the Housing Security Threshold, as well as the Market Housing Cost, shall be calculated based on the annual average rental of a two (2)-bedroom apartment.

Commencing with the 2027 League Season, if a Minimum Salary Player with a child or children with the calculated Locality COLA Stipend per **Section 8.2** meets the Housing Security Threshold above in a specific Team market, that Team shall additionally no longer be required to provide Team-Provided Housing to Players with a child or children during the remainder of the Term of the Agreement, even if that Team's Market Housing Costs change.

- c) NWSL agrees that Players are not required to remain in-market through the Off-Season and that their residency in-market may therefore be temporary in nature, even though the housing benefits in this Agreement are twelve (12)-month benefits. However, Teams shall not be responsible for securing storage or the cost of storage for Player's belongings if they do not remain in-market through the Off-Season.

Section 9.6 – Automobiles: For the 2024 League Season, consistent with the terms of each Player's SPA, NWSL shall provide Players with either:

- a) A Team-provided shared automobile; or
- b) a monthly automobile stipend of one hundred and fifty dollars (\$150) per month.

For the 2025 – 2026 League Seasons, consistent with the terms of each Player's SPA, NWSL shall provide Players with either:

- a) A Team-provided shared automobile; or
- b) a monthly automobile stipend of two hundred and fifty dollars (\$250) per month.

Trialists may elect to be reimbursed at the IRS mileage rate when using a personal automobile for NWSL-related travel in accordance with **Section 8.10**.

Section 9.7 – 401(k) Plan: A 401(k) plan shall be implemented allowing elective deferrals (i.e., Player contributions).

- a) Players shall be notified of and automatically enrolled and provided with enrollment information. NWSL will work in good faith to implement the auto enrollment for 2024 at the Player's elective deferral rate in the amounts set forth below for the relevant year, subject to the Player's right to cease or reduce the deferral.
- b) NWSL will make the following employer matching contributions (within IRS limits) to the 401(k) plan account of each Player who contributes, based upon the compensation paid to each Player in each pay period and the Player's contribution (as defined under the terms of the 401(k) plan):

- 2024: One hundred percent (100%) of the Player's elective deferrals up to one and three quarters percent (1.75%) of the Player's compensation (as defined under the terms of the 401(k) plan)
- 2025: One hundred percent (100%) of the Player's elective deferrals up to two percent (2.00%) of the Player's compensation (as defined under the terms of the 401(k) plan)
- 2026: One hundred percent (100%) of the Player's elective deferrals up to two and one-half percent (2.5%) of the Player's compensation (as defined under the terms of the 401(k) plan)
- 2027: One hundred percent (100%) of the Player's elective deferrals up to two and one-half percent (2.5%) of the Player's compensation (as defined under the terms of the 401(k) plan)
- 2028: One hundred percent (100%) of the Player's elective deferrals up to two and one-half percent (2.5%) of the Player's compensation (as defined under the terms of the 401(k) plan)
- 2029: One hundred percent (100%) of the Player's elective deferrals up to two and one-half percent (2.5%) of the Player's compensation (as defined under the terms of the 401(k) plan)
- 2030: One hundred percent (100%) of the Player's elective deferrals up to three percent (3.0%) of the Player's compensation (as defined under the terms of the 401(k) plan)

- c) Player contributions and NWSL's employer contributions shall be one hundred percent (100%) vested at all times.
- d) NWSL will explore implementing a Roth 401(k) plan as an additional option for Players' elective deferral of income into their 401(k) plan accounts.
- e) NWSL reserves the right (i) to amend the 401(k) plan to satisfy all requirements of applicable law, regulations, and (ii) to modify the terms of the 401(k) plan at its discretion, provided such changes are not inconsistent with this Agreement. All terms and conditions of the Plan, as it may be so modified, will apply to all Players covered by this Agreement.

Section 9.8 – Pregnancy Benefit:

- a) A Player who cannot render the services required in the Player’s SPA as a result of the Player’s pregnancy shall receive one hundred percent (100%) of the base salary that the Player would have received under the Player’s SPA had the Player rendered the required services. The NWSL shall maintain all insurance the Player is entitled to under this Agreement during this period, pursuant to the terms of the plan documents. A Player unable to render services as a result of pregnancy shall provide a physician’s note to the NWSL describing the Player’s limitations.
- b) The Player shall receive the base salary and any NWSL-provided insurance for which they are enrolled in accordance with their SPA, as set forth in the preceding paragraph, for the shorter of: (i) the duration of the Player’s inability to perform services as a result of the Player’s pregnancy; or (ii) the remaining term of the Player’s SPA.

Section 9.9 – Childcare & Dependent Care Assistance Program: Upon hire and/or during annual open enrollment, Players will have the option to enroll in a Dependent Care Flexible Spending Account, a pre-tax benefit used to pay for eligible dependent care services, such as preschool, summer day care, before or after school programs, and child or adult daycare.

Further, Teams shall provide either of the following at the Player’s election:

- a) NWSL shall provide Players with a stipend for eligible dependent care expenses allowable by the IRS two (2) times the IRS maximum in that year; or
- b) Players shall select childcare provider(s) to travel with and provide childcare to children up to age five (5) traveling with Players during domestic NWSL-related work travel to be reimbursed at the Team’s cost. Teams shall bear the reasonable costs of such childcare and travel and accommodations for Player’s children up to age five (5) and the childcare provider(s), provide that the maximum number of childcare providers subsidized Team-wide by a Team is three (3). Hotel accommodations for the childcare provider shall be separate from accommodations provided to the Player. If there are more than three (3) childcare providers, the NWSLPA and League agree to meet and discuss alternative methods of childcare. If children or childcare providers become disruptive to Team activities (e.g., training, recovery, Team meetings, Team meals), the NWSLPA agrees to meet with the League to alleviate any concerns. Children under one (1) year of age will travel as a lap infant, unless Player books a seat for the infant’s travel at Player’s own expense.

Teams shall make food available to the child and childcare provider(s) traveling with the Player on the same basis as the Players, although their meals may be provided outside of the Team meal environment. Childcare provider hotel rooms will be adjacent or as close as possible to the Player’s room.

Section 9.10 – Nursing: Upon a Player’s request, NWSL shall ensure that the Player’s Team identifies and makes available (a) accommodations for nursing Players that provide a comfortable, safe, clean, private place that is shielded from view and free from intrusion from others; (b) access to refrigeration for breastmilk; and (c) reasonable opportunities or other breaks for the purpose of pumping breast milk. It is understood that a bathroom is not an acceptable accommodation. Teams are responsible for providing these same accommodations on Road Trips in accordance with applicable state law. Spaces designated for nursing parents may also be used for childcare providers and children depending on applicable state law.

Section 9.11 – Parental Leave: Any Player who becomes a parent (including, but not limited to, births, adoptions, or second parents a child) during the NWSL League Season shall be entitled to the shorter of (a) up to eight (8) weeks paid at one hundred percent (100%) of the Player’s NWSL base salary (which may be paid in part by an applicable short-term disability policy), or (b) the remaining term of the Player’s SPA (which may be paid in part by an applicable short-term disability policy). Paid leave shall run concurrently with any entitlement to unpaid leave in accordance with applicable federal, state, or local law.

For any Player who becomes a parent (including, but not limited to, births, adopts, or second parents a child) and their SPA expires during the period of leave, the Team who previously held the Player’s rights under the expiring SPA shall invite the Player into the Team’s Training Camp for a period of not less than thirty (30) days to afford the Player a fair opportunity to earn an SPA.

Section 9.12 – Flexible Spending Account: NWSL will offer Players the option to enroll in a Flexible Spending Account, a tax-advantaged account to allow Players to use pre-tax dollars to pay for qualified medical expenses such as copayments and deductibles, qualified prescription drugs, and medical devices, per the terms of such plan.

Section 9.13 – Retiring Players: Beginning with the 2024 League Season, for Players who retire immediately after playing the prior League Season in the NWSL with six (6) or more NWSL Service Years credited upon the effective date of the Player’s retirement, NWSL shall be responsible for the payment of COBRA premiums for six (6) months for individual Player coverage from the Player’s retirement effective date after the Player elects continued coverage, unless and until the Player elects health insurance coverage by other means. “Retirement” shall mean that a Player shall not play soccer for any other professional soccer team following the date of retirement. The Team holding the Player’s rights pursuant to an SPA that is being terminated due to Retirement shall continue to hold the player’s playing rights for thirty (30) months from the date of the Player’s retirement. The NWSL shall have no obligation to release a player’s International Transfer Certificate for the duration of this thirty (30) month period. A Player who elects to retire shall not be eligible for severance pay.

In recognition of the significant contributions of the founding Players who initially helped build the League, Players with ten (10) or more Service Years who officially retire(d) from the NWSL between 2023 and 2030, will receive a one-time founding Player contribution payment of five thousand dollars (U.S. \$5,000).

ARTICLE 10 – VACATION AND TIME OFF

Section 10.1 – Definitions: “Vacation” or “time off” means the NWSL and its Teams may not require work from any Player during the protected period of time. This includes, but is not limited to training, strength or conditioning, matches, meetings, appearances, or travel. Recognizing that NWSL does not control the international match calendar and does not employ international players in the performance of their respective national team duties, international competitions, national team training camps or training sessions, and/or other non-NWSL work performed on behalf of a national team, such work may be performed during a Player’s NWSL vacation time or time off.

Section 10.2 – Vacation: Players shall be entitled to a minimum of thirty-eight (38) days’ vacation each year (with the vacation year to begin at the start of the League Season each year and run through the Off-Season) with timing to be approved by NWSL and/or the relevant Team. Such approval shall not be unreasonably withheld. Of these thirty-eight (38) days, each Player shall have a minimum of twenty-eight (28) consecutive days of vacation to be taken during the Player’s Off-Season. Players may also take up to three (3) days of their thirty-eight (38) days of vacation during the Season (“In-Season Vacation”), if mutually agreed upon by the NWSL, the Player’s Team, and the Player. Players should make any such requests for In-Season Vacation in writing as far in advance as possible but no later than seven (7) days in advance of the requested vacation time absent exceptional circumstances. Only Players who are active employees are eligible for vacation. Notwithstanding the above, in the event that an official FIFA or CONCACAF competition (e.g., Club World Cup) reasonably requires a Team to begin training earlier such that it would prevent Players on such Team(s) from receiving twenty-eight (28) consecutive vacation days, the NWSL shall meet in good faith with the NWSLPA to address the issue. If the Parties cannot reach agreement, the NWSL shall have the right to provide such Players with less than twenty-eight (28) consecutive vacation days but no fewer than twenty-one (21) consecutive vacation days provided that the Team provides a total of thirty-eight (38) vacation days in that year.

Section 10.3 – Time Off: Teams shall make reasonable efforts to provide Players with at least one (1) day off per week and may not go fourteen (14) consecutive days without providing at least one (1) day off. Teams must provide at least ten (10) days off every ten (10) weeks.

Section 10.4 – Bereavement: In the event there is a death in a Player’s Close Family, and the Player attends the funeral service, the Player shall be granted a five (5) day leave of absence with full pay. The NWSL agrees that any reasonable requests by a Player for bereavement leave beyond that set forth here shall not be unreasonably denied. Should a Player miss an NWSL Game due to Bereavement Leave, any such Games shall not be included in the calculation of a Player’s eligibility for performance bonuses.

**ARTICLE 11 – MENTAL HEALTH, PHYSICAL CONDITION,
MEDICAL EXAMINATIONS, AND INJURIES**

Section 11.1 – Entry/Exit Medicals: All Players must complete a comprehensive Pre-Competition Medical Assessment (“PCMA”) prior to participating in training or games (either at the start of the League Season, or later, if the player joins NWSL after the League Season start). All Trialists who will be training with a Team for longer than seven (7) days must also complete the PCMA. The PCMA is attached to this CBA as Exhibit 3 and consists of:

- a) Medical evaluation including electrocardiogram (ECG) and possible echocardiogram
- b) Orthopedic evaluation
- c) Concussion baseline evaluation including most recent version of Sport Concussion Assessment Tool (SCAT) and computer testing
- d) Bloodwork

Any tests beyond those identified above are only permitted if they are recommended by the Team physician(s) for the purpose of ensuring the Player or Trialist may safely train and play. Any disagreement resulting from the outcome of the PCMA regarding an individual(s)’ fitness to play shall be resolved in accordance with **Section 11.7**.

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

The results of Player and Trialist medical examinations conducted by the NWSL, including but not limited to PCMA and exit physicals, shall be treated as confidential medical records. The results of Player and Trialist examinations and tests (if available) shall be shared with the Player/Trialist within seventy-two (72) hours of receiving a written request from the Player/Trialist, directed to the Team Chief Medical Officer or Head Athletic Trainer and NWSL Director of Sports Medicine. If not available, they will be shared once available. The costs of PCMA and exit physicals shall be borne by the Player’s or Trialist’s Team. In addition to the PCMA and exit physical, Players may also be required to submit, on reasonable dates and times at the expense of NWSL and/or Team, to reasonable additional medical examinations as determined by the Team physician(s) for the purpose of ensuring the Player may safely train and play. NWSL and its Teams shall cooperate with all written requests by a Player/Trialist for copies of the Player’s/Trialist’s or former Player’s/Trialist’s available medical records, including athletic trainers’ notes when available, and shall provide such records and notes within seven (7) days following the request. When a Player changes Teams within the NWSL, the Player’s medical records, including athletic trainers’ notes, shall be forwarded to the Player’s new Team. Teams may not share an individual’s Biometric Data, or Performance Data captured at training with another Team unless the player specifically authorizes and designates the sharing of such data in writing pursuant to **Section 11.10** below.

With respect to any PCMA, the NWSL shall provide copies to the NWSLPA of any standard questionnaires or standard written testing protocols used by Team physicians at the direction of or by the NWSL.

Section 11.2 – Mental Performance Consultant: NWSL and/or its Teams shall secure the services of a Mental Performance Consultant, an individual who holds master’s or doctoral degree in sport science, psychology or a closely related field; ideally holding certification as a Certified Mental Performance Consultant (CMPC), in each Team’s market, who will be available to provide mental performance (e.g., “sports psychology”) services to Players during the course of the League Season at no cost to Players. The Mental Performance Consultant shall be available to provide treatment on-site a reasonable amount of time. Teams may not require a Player to seek treatment from the Mental Performance Consultant. Should a Player seek consultation from the Mental Performance Consultant, such consultation and any notes or records shall be treated as confidential and protected health information communicated to others only with Player’s written permission, or to appropriate medical staff if the Mental Performance Consultant believes that the Player is in danger of harming themselves or others. In the event the Mental Performance Consultant is unable to meet the needs of all the Players on the Team who require treatment as reasonably and mutually determined by the NWSL and NWSLPA, the NWSL and NWSLPA shall work together to address the situation to ensure Player needs are appropriately met. The Mental Performance Consultant shall be distinct from the Licensed Mental Health Provider as set forth in **Section 16.5**.

Section 11.3. – Allegiance of Team Health Care Professionals: The primary professional duty of all individual health care professionals secured by the NWSL or Team to provide healthcare to a Player shall be to the Player-patient, regardless of the fact that the healthcare professional or their hospital, clinic, or medical group is retained by the NWSL or the Player’s Team to diagnose or treat Players.

Section 11.4. – Injuries: Should a Player suffer an injury during the term of the Player’s SPA in the performance of their duties under the SPA, the Player shall submit to a medical examination and treatment by a physician designated by the Team, and such rehabilitation activities as such physician may specify. All Players who sign an SPA are covered under the NWSL workers’ compensation (“WC”) policy. The WC policy covers injuries sustained during training and games while providing services to NWSL and/or its Teams. Treatment and rehabilitation of such related injuries shall fall under the direction of the Team medical staff. Examination and treatment for any such injury shall be paid for by the Team and/or through WC. Further, where the Team physician refers a Player to another medical professional for recommended treatment of related injuries, the Team shall cover all out-of-pocket medical expenses not covered by the Player’s health insurance as well as travel costs resulting from such referral.

In addition to consulting the Team’s physician or other professional designated by the Player’s Team, a Player may obtain a second opinion from a physician of the Player’s choice regarding any diagnosis, recommended treatment or rehabilitation for an injury or perceived injury. It will be the NWSL and/or the Team’s responsibility to cover any reasonable expenses incurred in securing a second opinion.

The Team shall make available to any second opinion physician relevant medical information regarding the Player, as authorized in writing by the Player.

Any disagreement regarding diagnosis, recommended treatment, or rehabilitation for the Player's work-related injury between the Player's second opinion physician and the Team physician shall be resolved through the process provided in **Section 11.7**.

The Team medical staff together with the Player and the Player's treating providers shall agree to a rehabilitation plan for a Player who is injured and who undergoes surgery and is placed on the 45-day Injury/Illness List or is placed on the Season-Ending Injury/Illness List. Such rehabilitation plan shall be updated as needed to ensure the Player receives an individualized physical rehabilitation treatment plan to optimize the Player's safe return to play. If the Team medical staff, Player, and the Players' treating providers cannot agree to a rehabilitation plan, the NWSL Chief Medical Officer shall determine whether a referral to a third-party provider with expertise in rehabilitating the specific injury is appropriate. Where such a referral is deemed appropriate, the Player's reasonable and customary costs related to such rehabilitation shall be paid if the third-party provider is in the WC network, the NWSL's health insurance network, or in any network by which the Player is covered that has a comparable fee schedule to the claim's jurisdiction, or where the provider agrees to a comparable fee schedule to the claim's jurisdiction.

A Team that places a Player on the 45-Day Injury/Illness List, Season-Ending Injury/Illness List, or makes a determination that a Player is unavailable for a Game due to injury shall notify the Player of the designation within twenty-four (24) hours of making the designation.

Section 11.5 – Players' Right to a Surgeon of the Player's Choice: Should a Player suffer an injury during the term of the Player's SPA in the course and scope of their duties under the SPA that requires surgery, the Player may elect to have surgery performed by a surgeon of the Player's own choice and the Player's reasonable and customary costs related to the surgery shall be paid if the surgeon is in the WC network, the NWSL's health insurance network, or in any other network by which the Player is covered that has a comparable fee schedule to the claim's jurisdiction, or where the provider agrees to a comparable fee schedule to the claim's jurisdiction.

Section 11.6 – Physical Fitness to Play: The decision for a Player to train, play, or return to play shall be made by a Team's physician, who may receive input from the Team's health professionals set forth in **Article 16.5**. Such Team physician shall evidence their determination by written correspondence identifying and explaining their determination, which shall be provided to the Player and the Team no later than seventy-two (72) hours after the completion of the examination.

- a) If the Team physician determines that the Player is not fit to play or train (or participate in certain aspects of training), NWSL shall continue to pay the Player, consistent with **Section 7.4** and **Section 7.5**, less any WC or short-term or long-term disability benefits, if any, awarded to the Player solely for lost wages.
- b) If the Team physician determines that the Player is fit to play and the Player elects not to play, the review procedure in **Section 11.7** regarding disputes relating to the Team physician's determination on fitness will apply. If the Panel Physician determines that the Player is fit to play and the Player continues to elect not to play, the NWSL may suspend compensation under the Player's SPA and/or terminate the SPA.

Section 11.7 – Procedure for Disputes Relating to Fitness to Play:

Physical Injury Procedure

- a) If the Player wishes to contest the determination of the Team physician as to a Player's physical fitness to play, the Player must be examined by the Player's own physician within seven (7) days of receiving the determination of the Team physician, or a later date (but no later than fourteen (14) days after receiving the determination of the Team physician) if the Player's own physician is unavailable. The Player's physician shall provide their written determination on the Player's fitness to play no later than seventy-two (72) hours after completion of the examination.
- b) Should the physician for the Player disagree with the determination of the Team physician, the two (2) physicians shall consult as expeditiously as possible and no later than seventy-two (72) hours (or later where circumstances require additional time) after the Player receives the determination by the Player's physician. The physicians shall evidence the result of their consultation in writing, i.e., whether they agree or disagree as to the relevant fitness to play issue(s), which shall be provided to the Player and the Team no later than forty-eight (48) hours after the consultation.
- c) In the event the Player's physician and the Team physician do not reach agreement as to the Player's fitness to play, the issue shall be reviewed and determined by a physician from a panel of physicians ("Panel Physician") mutually-selected by the NWSL and NWSLPA, all of whom specialize or are otherwise certified in sports medicine within seventy-two (72) hours of receiving the written consultation referenced above.
- d) If requested by the Player or the Panel Physician, the Player shall be examined by the Panel Physician within seven (7) days of their selection. The Panel Physician shall make a determination of the relevant fitness to play issue and evidence such determination in writing, which shall be provided to the Player, the NWSLPA, and the Team no later than forty-eight (48) hours after the completion of the examination.
- e) The determination of the Panel Physician shall be final and binding.

Mental Health Procedure

- f) If the Player wishes to contest the determination of the NWSL Director of Clinical Mental Health and Performance's failure to approve the recommendation of the LMHP (as defined in **Section 11.8**), the Player must contest the decision in writing no later than seven (7) days following the NWSL Director of Clinical Mental Health and Performance's decision. Upon receipt of the contested decision, the LMHP and NWSL Director of Clinical Mental Health and Performance shall consult as expeditiously as possible and no later than seventy-two (72) hours (or later where circumstances require additional time). The medical professionals shall evidence the result of their consultation in writing, i.e., whether they agree or disagree as to the relevant fitness to play issue(s), which shall be provided to the Player and the Team no later than forty-eight (48) hours after the consultation.

- g) In the event the LMHP and NWSL Director of Clinical Mental Health and Performance do not reach agreement as to the Player's fitness to play, the issue shall be reviewed and determined by an independent LMHP from a panel of LMHPs ("Panel LMHP") mutually-selected by the NWSL and NWSLPA within seventy-two (72) hours of receiving the written consultation referenced above.
- h) If requested by the Player or the Panel LMHP, the Player shall be examined by the Panel LMHP within seven (7) days of their selection. The Panel LMHP shall make a determination of the relevant fitness to play issue and evidence such determination in writing, which shall be provided to the Player, the NWSLPA, the NWSL and the Team no later than forty-eight (48) hours after the completion of the examination.
- i) The determination of the Panel LMHP shall be final and binding.

Section 11.8 – Mental Fitness to Play: If a licensed clinical mental health provider (MD/DO psychiatrist, PhD/PsyD psychologist, or master's degree in a mental health-related field e.g., social worker (LCSW), professional counselor (LPCC), marriage and family therapist (LMFT), or equivalent) (the "Licensed Mental Health Provider" or "LMHP") who is treating the Player provides the Player and the Team Chief Medical Officer with a written recommendation to take a leave of absence due to a mental health diagnosis and the Player takes such leave of absence, NWSL shall continue to pay the Player the compensation set forth in the Player's SPA for the term of the SPA, or for up to six (6) months, whichever is shorter, less any WC or short-term or long-term disability benefits, if any, awarded to the Player solely for lost wages. Notwithstanding the above, upon the NWSL's reasonable request, the NWSL Director of Clinical Mental Health and Performance must approve such written recommendation. The written recommendation by the LMHP must include a summary overview of the treatment history (including onset of care), diagnosis/es, and plan of care including frequency of follow-up visits. It shall be the obligation of the Team Chief Medical Officer to communicate the LMHP's written recommendation to the NWSL Director of Clinical Mental Health and Performance and NWSL Chief Medical Officer. The Player or their designee and the Team and NWSL shall agree upon a cadence of communication during the period of mental health leave.

The therapeutic recommendation by the Player's treating LMHP shall determine the total length of mental health leave, however, the Player shall direct their LMHP to provide the NWSL Director of Clinical Mental Health and Performance and NWSL Chief Medical Officer written documentation at least once per month regarding attendance, engagement and recommended changes to the treatment plan. Upon determination by the Player's LMHP, in consultation with the NWSL Director of Clinical Mental Health and Performance, that the Player has completed the period of recommended mental health leave and is ready to begin reassimilating into the Team environment, the Player's LMHP, Team medical staff, and Team performance staff must agree upon an individualized return to play protocol as soon as practical. During this period of return to play, the Player shall not occupy a Roster spot until the NWSL Chief Medical Officer and the Team's Chief Medical Officer, in consultation with the Team's medical staff and the Team's and NWSL's technical staffs, determine that the Player is fit to return to unrestricted competition. Disputes over fitness to play pursuant to this Section, as well as disputes regarding the NWSL Director of Clinical Mental Health and Performance's failure to approve the recommendation of the LMHP, when requested, shall be resolved in accordance with the procedures in **Section 11.7**.

Section 11.9 – Disclosure of Medical Information: Neither the NWSL nor any Team, agent, or employee thereof shall disclose or otherwise make public private medical information relating to a Player and/or individually-identifiable fitness information relating to a Player without the Player’s prior written consent. However, each Team may make public medical information relating to the Players on its roster, provided that such information relates solely to the reasons why any such Player has not been or is not rendering services as a Player. In addition, nothing in this provision prohibits the Team or NWSL agents or employees from sharing medical or fitness information based on a need-to-know capacity for purposes of providing medical assistance, rehabilitation, or training for a Player.

A Player or their immediate family (where the Player is incapacitated) 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 a Player that are potentially life or career- threatening, or that do not arise from the Player’s participation in NWSL competition.

The NWSL shall provide copies to the NWSLPA of any such readiness to play questionnaires or surveys, whether hard copy or electronically, used by a Team or the NWSL. Any and all information collected by the Team and/or NWSL through player questionnaires or surveys to determine readiness for play shall not be disseminated except to those with a need-to-know within the Team and/or NWSL.

Section 11.10 – Data:

a) Definitions: The following terms shall have the following meanings:

- i) “Biometric Data” is data or information collected relating to the Player’s biological data, including but not limited to heart rate, heart rate variability, skin temperature, blood oxygen, hydration, lactate, glucose, readiness to play, or any derivative information.
- ii) “Performance Data” is data related to the Player’s movement, including distance, velocity, acceleration, deceleration, change of direction, player load, and any derivative information.
- iii) “Other Testing Results” is data captured in connection with a Player that is not Biometric Data, Performance Data, or publicly available game statistics.
- iv) “Wearable Technology” shall mean any sensor, device, or tracking device worn by an individual Player used to collect, monitor, measure, or track any metric from a Player, including Performance Data, Biometric Data, or Other Testing Results.
- v) “Optical Devices” shall mean any camera or camera systems that collect, monitor, measure, or track any metric from a Player, including Performance Data, Biometric Data, or Other Testing Results.
- vi) “Other Devices” shall mean any device or method which collects Biometric Data, Performance Data, or Other Testing Results that are not Wearable Technology or Optical Devices.

b) Joint Committee on Player Data Collection:

- i) The Parties will establish a Joint Committee on Player Data Collection comprised of an equal number of representatives of the NWSL and the NWSLPA, together with any jointly selected “impartial” experts or professionals, for the following purposes:
- ii) To establish and maintain a list and uses of all Wearable Technology or Optical Devices to be used by NWSL or its Teams to collect Biometric Data, Performance Data, or Other Testing Results;
- iii) To establish and develop a form for use by NWSL and/or its Teams to provide education to Players with respect to how a Player may request a copy of their own data and procedures for rectifying, challenging, or deleting such data, unless NWSL and the NWSLPA reach an agreement regarding how a Player may request a copy of their own data and procedures for rectifying, challenging, or deleting such data;
- iv) To determine the manner in which the Notice provisions of subsection (d) below may be met by NWSL and/or its Teams through the Joint Committee;
- v) To meet and discuss the application of **Section 11.10** to the use of Other Devices and Other Testing Results during the term of this Agreement;
- vi) To meet and discuss procedures for players to rectify, challenge, delete or de-identify such data and the ability of the NWSL and Teams to effectuate these requests;
- vii) To meet and discuss the use and player data to train Artificial Intelligence (“AI”) models; and,
- viii) To meet and discuss requirements for lower tier agreements.

c) Player’s Right of Access to All Data:

The Team must share an individual’s Biometric Data, Performance Data, or Other Testing Results with the Player or their designee upon request within seven (7) days in the Team’s commonly used electronic format. If the Player requests that the Team produce the Player’s own Biometric Data, Performance Data, or Other Testing Results on a regular cadence, NWSL and/or its Teams may agree with the Player and/or the NWSLPA to a regular cadence of producing the requested data, but in no event shall such production occur more than seven (7) days from the date requested. Teams may share an individual’s data or testing results with the Team high performance staff, coaching staff, and other relevant Team or NWSL personnel for the purpose of monitoring the Player’s performance, workload and recovery. NWSL or the Team high performance staff or sports scientist shall provide education to Team coaching staff on how to read and analyze the results of such data collection or testing.

d) Data Collection and Notice:

The NWSL and Teams may collect Biometric Data and Performance Data including through Wearable Technology or Optical Devices issued or secured by NWSL and/or Teams during NWSL Games other competitions, and practices/training subject to the following terms. The NWSL and/or Teams may reasonably require Players to wear Wearable Technology. The NWSL and Teams may collect Biometric Data with Wearable Technology issued by NWSL and/or Teams with a Player's consent.

Prior to collection and use, NWSL and/or its Teams must provide the NWSLPA with a list of all Wearable Technology and Optical Devices to be used to collect Biometric Data or Performance Data, a description of the data being collected, and its purpose. The Joint Committee shall establish a process for NWSL and Teams to follow by which a Player may request their data or raise concerns with regard to the collection, use or analysis of their data.

If the data is being collected and used for research purposes that results in publication, notice must be given to the Player including a reference to the publication. Teams must notify a Player of a new technology or device prior to using it to collect such data from a Player.

It is the responsibility of Teams to advise their data vendors of the requirements of this Article and ensure compliance through lower tier agreements. Such lower tier agreements will be shared with the Joint Committee.

e) Biometric Data:

A Player's participation in Biometric Data collection shall be voluntary. Prior to collecting any Biometric Data, the Team shall give Notice consistent with this **Section 11.10(d)**. NWSL and Teams may use an individual Player's Biometric Data collected in training or Games for the purpose of monitoring their health, wellness, performance, rest, and recovery.

Individually-identifiable Biometric Data shall not be publicly disseminated or otherwise shared with a third party unless consented to by the Player and the NWSLPA. Individually-identifiable Biometric Data may be shared by the NWSL or Team with a new Team for which a Player has signed an agreement to compete with a Player's consent. For clarity, NWSL and its Teams are strictly prohibited from making commercial use of a Player's Biometric Data.

The NWSL shall be permitted to use or to grant the right to a qualified third-party researcher to use non-individually identifiable Biometric Data for research purposes, subject to review and approval by an Institutional Review Board, applicable law, regulations, and ethical practices, with the NWSLPA's consent.

f) Performance Data:

Performance, Health & Safety and Fan Engagement Use

NWSL and its Teams may use individually-identifiable Performance Data collected in training or Games for the purpose of monitoring a Player's health, wellness, performance, rest, and recovery.

NWSL may use individually-identifiable Performance Data collected in Games in conjunction with NWSL Game broadcasts and NWSL digital and social media platforms to enhance the fan experience (e.g. enhanced statistics, second screen viewing, etc.).

Commercial Use

NWSL has the exclusive right to make commercial use of individually-identifiable or non-individually identifiable Performance Data collected in NWSL Games and other competitions after Notice consistent with **Section 11.10(d)** above. All individually-identifiable Performance Data collected shall be used in connection with assets in the care, custody or control of the NWSL including (i) domestic or international NWSL Game broadcasts sponsored elements / features, (ii) sponsored digital and social elements / features on NWSL digital and social media platforms, and (iii) sponsor activation (e.g., player performance index). Individual Players shall have the right to expressly prohibit the promotion or prominent use of their Performance Data in any commercial use based on moral, philosophical, or religious grounds as stated in **Section 22.5**. With regard to use of individually-identifiable Performance Data in connection with assets not in the care, custody or control of the NWSL (e.g., stand-alone third-party betting website), NWSL may grant the commercial use of such information provided that its use is not consumer or public facing. To the extent NWSL seeks to otherwise grant the use of individually-identifiable Performance Data in connection with assets not in the care, custody or control of the NWSL, it shall bargain with the NWSLPA prior to making such decision. NWSL shall retain approval rights over the commercial use of any individually-identifiable Performance Data.

Any such commercial use of Performance Data shall be subject to the Sponsorship Revenue Share provisions of Section 8.14 of this Agreement. NWSL does not have the right to commercialize Performance Data collected in training or at other times outside of competitions (NWSL Games and other competitions). Teams do not have the right to make commercial use of Performance Data.

11.11 – Team-Wide Biospecimen Collection: Teams are not authorized to collect, monitor, or analyze information on or in connection with the blood, saliva, urine, stool or other biospecimen of Players, with exceptions for: PCMA's; drug testing, where applicable; and testing conducted to monitor a Player's health or performance, with the Player's consent.

ARTICLE 12 – TRAVEL AND GAME TICKETS

Section 12.1 – Mode of Transportation: Team travel greater than three hundred and fifty (350) miles shall be by air on regular commercial carriers, when reasonably practical rather than via ground transportation. Teams shall make reasonable efforts to book commercial air travel on airlines that allow for passengers to select their seats (i.e. “seat selection”). The determination of whether a trip exceeds three hundred and fifty (350) miles shall be measured by the distance between airports of the two (2) cities. When traveling by air on commercial flights, Teams shall use reasonable efforts to fly without connecting flights and shall make reasonable efforts to ensure that Players shall be booked in aisle or window seats. When Player(s) are assigned middle seats, Team staff shall not sit in aisle or window seats in the same class as Players instead of such Player(s). Players shall be permitted to use their own airline status for upgrades on flights booked by their Team. In the event total travel time is less via ground transportation than air travel (e.g., due to connections or layovers), such Team travel may exceed three hundred and fifty (350) miles via ground transportation with the agreement of an NWSLPA Player Representative for the affected Team. Teams shall 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.

a) Charter Flights:

- i) **Permissive Team Use:** Beginning with the 2025 League Season, Teams may book charter flights for up to three (3) roundtrips or six (6) legs within a League Season. NWSL, in its discretion, may approve additional charter flights in excess of six (6) legs.
- ii) **Required Team Use:** For any League Season in which the NWSL schedules more than forty-two (42) NWSL Games for any Teams (including only those NWSL Games that count towards the maximum number as set forth in **Section 27.6**), the Teams that are scheduled to play more than forty-two (42) NWSL Games shall be required to take charter flights in and out of midweek NWSL Games. In the event that pursuant to **Section 27.7**, the NWSL schedules any Team with three (3) Games in any week (inclusive of weekends) more than two (2) weeks in a League Season or in consecutive weeks, then the Team shall be required to take a charter flight in and out of the midweek NWSL Games for the number of weeks in excess of two (2) or for the second consecutive midweek Game. For example, if a Team has three (3) sets of Saturday or Sunday/Wednesday/Saturday or Sunday Games, one of the sets of such Games will require the Team to take a charter flight. Further, if there is a fourth set of Saturday or Sunday/Wednesday/Saturday or Sunday Games, then two (2) of the sets of such Games will require the Team to take a charter flight. The required charter flights in connection with **Section 27.6** or **Section 27.7** referenced in this Article shall be in addition to the permissive number of charter flight bookings.

- iii) **Future Use:** The NWSL shall meet and discuss changes to its charter flight policy with the NWSLPA prior to implementing any policy revisions. NWSL may not implement policy revisions that are more restrictive than the requirements set forth in **Section 12.1(a)(i)** and **(ii)**.

Section 12.2 – Hotel Accommodations: In connection with domestic overnight travel for participation in NWSL Games, the NWSL, in conjunction with the Teams, will establish a list of visiting Team hotels. NWSL or the NWSLPA may propose a substitute hotel, which must be approved in advance by both Parties. A registered dietician shall be responsible for reviewing the meals planned for the visiting Team. The current list of approved hotels is attached as **Exhibit 2**. Either NWSL or the NWSLPA may propose a change to the current list of approved hotels with comparable substitute properties and such change shall not be unreasonably denied by the other party. No more than two (2) Players shall be lodged in a standard hotel room.

In connection with trials for Trialists, the NWSL, in conjunction with the Teams, will establish a list of extended stay hotels. NWSL or the NWSLPA may propose a substitute extended stay hotel, which must be approved in advance by both Parties. Approved extended stay hotels will be attached as **Exhibit 2(a)**. Either NWSL or the NWSLPA may propose a change to the current list of approved extended stay hotels with comparable substitute properties and such change shall not be unreasonably denied by the other Party. No more than two (2) Trialists shall be lodged in a standard or extended stay hotel room.

Section 12.3 – NWSL Game Tickets: For each Regular Season NWSL Game, each Player will have the right to request and receive up to four (4) complimentary tickets for each home NWSL Game and two (2) complimentary tickets for each away NWSL Game. For each NWSL Championship match and All-Star Game in which a Player participates, the Player will have the right to request and receive up to two (2) complimentary tickets for a stadium with seating capacity of less than 20,000 and up to four (4) complimentary tickets for a stadium with a seating capacity of greater than 20,000. Tickets provided to Players hereunder may not be sold.

NWSLPA shall have the right to request and receive two (2) tickets for each NWSL Game through a procedure designated by NWSL. The NWSLPA shall have the right to one (1) exclusive suite or up to fifty (50) premium or luxury seating tickets in a semi-private section at the NWSL All-Star Game and NWSL Championship Game for purchase at a most-favored nation price. Most favored nation price excludes complimentary boxes provided to NWSL and applies to comparable boxes and tickets only. The NWSLPA's right to purchase such a box is subject to availability and NWSL's right to withhold boxes for use for reasonable business needs.

ARTICLE 13 – PLAYER MOVEMENT

Section 13.1 – NWSL Service Year: For purposes of this Article, Players will be credited with an NWSL Service Year at the end of the League Season if they are on the Roster of a Team in the NWSL at any time during that League Season, including all League Seasons prior to the effective date of this Agreement. Consistent with full implementation of unrestricted Free Agency for all Players for the 2025 League Season, NWSL Service Years will no longer be necessary for a Player to exercise their free agency rights beginning with the 2025 League Season.

Section 13.2 – Extra-League Loans and Transfers: NWSL shall have the right during the term of a Player’s SPA to loan the Player’s services or to transfer, assign, and/or sell the rights to the Player’s services to any professional soccer team or league outside of the NWSL, provided that the Player consents to any such loan, transfer, assignment, or sale at the time the Player movement is executed. Players and Teams may pre-negotiate transfer fees into their SPAs, but may not pre-negotiate consent to a loan, transfer, assignment, or sale.

If the Player consents to the loan, transfer, assignment, or sale at the time the movement is to be executed, such movement may only occur consistent with the following:

- a) Such loan, transfer, assignment, or sale may only occur during the respective country’s Registration Windows designated by FIFA in a given year (unless FIFA Rules allow for an exception outside of such windows) and may only occur pursuant to a written loan or transfer agreement between NWSL, the new club, and the Player.
- b) The Player confirms with NWSL that the Player and the new club have signed a contract setting forth the terms and conditions of the Player’s employment with the new club.

Section 13.2.1 – Loans. A Player being loaned may have their NWSL wages and other compensation including performance bonuses, housing, auto and other fringe benefits reduced or completely covered by the non-NWSL club for the duration of the loan period. The terms of the compensation shall be approved by the Player and NWSL before any loan is effectuated.

- a) **Duration.** Unless otherwise permitted by FIFA Rules, any agreement between NWSL and the non-NWSL club (and/or Player) must have a minimum duration equivalent to the length of time between FIFA Registration Windows and a maximum duration of one (1) year. The end date of such agreement(s) shall fall within one of the FIFA Registration Windows. Such an agreement may be extended beyond one (1) year only with the written consent of the Player. Player(s) cannot “pre” consent to such an extension (i.e., the exercise of an option, for example), and Player’s consent must be obtained at the time the extension is executed.
- b) **Sub-loans Prohibited.** NWSL shall ensure that the terms of any such agreement with a non-NWSL club prohibits sub-loaning the Player to a third club.
- c) **Right of Return.** Where the agreement between the Player and the non-NWSL club has been unilaterally terminated prior to completion by either party consistent with FIFA’s Rules on the Status and Transfer of Players, the Player must immediately inform their NWSL Team of the premature termination. If requested by the Player’s NWSL Team, the Player must return to the Player’s NWSL Team. In such circumstances, NWSL must reintegrate the Player into the Team environment within fourteen (14) days or by a date mutually agreed upon by the NWSL Team and the Player, and the SPA which was suspended during the Player movement shall be reinstated effective one (1) day following the date of the unilateral termination of the loan agreement.

Section 13.3 – Dispute Resolution. Any dispute arising between the NWSL and/or a Team and the NWSLPA and/or impacted Players shall be dealt with exclusively at a national level subject to the grievance procedure in **Article 18** or as set forth in the SPA, as applicable, except only that where such dispute involves both (a) a unilateral termination of the SPA; and (b) there is an “international dimension” (as determined by FIFA), the Parties to this Agreement agree that the Player or NWSL and/or the Team may elect to submit such disputes to the competent body of the FIFA Football Tribunal for resolution. Nothing contained herein shall preclude the Parties to this Agreement from utilizing the grievance procedure for any issues not resolved by the competent body of the FIFA Football Tribunal that are otherwise subject to the Parties’ grievance procedure.

Section 13.4 – Restricted Free Agency: Restricted Free Agency is available for any Player whose SPA is expiring or any player who does not have an existing SPA with NWSL and who has at least three (3) NWSL Service Years. Players who will become eligible may begin negotiating a new SPA after the Roster Freeze date of the prior year. “Restricted Free Agency” permits the Player to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, as set forth in this Agreement, regardless of which Team then-currently holds such Player’s rights, but only after the Player’s current team has an opportunity to match an offer that the Player receives from another Team in salary, any bonus, and duration. Thus, if the Player’s current Team matches an offer from the Player’s desired new Team within seven (7) days of the Team receiving written notice of the offer, the current Team will have the right to retain the Player. If the Player’s current Team does not match the qualified offer and the Player signs with the new Team under the terms of the qualified offer, then the Player’s rights are held by the new Team. A Player may receive up to two such offers within the applicable free agency window.

With the exception of any Restricted Free Agency resulting from the **Memorandum of Agreement Concerning Team Options in SPAs Entered into Prior to 2024 CBA Extension memorialized in Side Letter 11**, commencing with the 2025 League Season, Restricted Free Agency shall be abolished. Accordingly, other than the potential exceptions referenced in the prior sentence, there shall be no Restricted Free Agency negotiations process as described above during the Free Agency window that opens in 2024.

Section 13.5 – Free Agency: Commencing with the 2024 League Season, Free Agency is available for any Player whose SPA is expiring and who has at least five (5) NWSL Service Years. Players who will become eligible commencing in the next League Season may begin negotiating a new SPA pursuant to the Free Agency Window set forth in **Section 13.5.1**. “Free Agency” permits the Player to select a Team for the purposes of negotiating a new SPA (to commence after the expiration of any then-current SPA) and to which the Player’s rights would be assigned, as set forth in this Agreement, regardless of which Team then currently holds such Player’s rights.

Commencing with the 2025 League Season, the only mechanism by which a Team may control a Player’s rights is pursuant to the terms of an SPA. When the Free Agency window opens during the 2024 League Season, all Players with expiring SPAs are eligible to negotiate as Free Agents for the 2025 League Season.

With the elimination of the Discovery process and as exceptions to the above, commencing upon execution of this Agreement, players who register for the Entry Draft but remain undrafted and internationals who are ineligible to register for the Entry Draft are exempt from the Service Year requirements for free agency and are eligible to negotiate an SPA as unrestricted free agents.

Section 13.5.1 – Free Agency Windows: A Player shall have the right to negotiate a new SPA with another NWSL Team to commence after the expiration of the current term within the last six (6) months of the Player’s current SPA (“Free Agency Window”). Prior to the Free Agency Window opening, a Team or Player or Player-Agent must seek written permission from the Player’s current Team to discuss a trade or transaction or to negotiate a new SPA. Notwithstanding the above, for 2025 Free Agents only, the Free Agency Window shall commence on September 1, 2024.

Section 13.6 – Payments, Timing, Options, and Opt-Outs: With the exception of training compensation or solidarity payments, a Team signing a Player who has Free Agency rights, as described in either **Section 13.4** or **13.5** above, shall not be required to pay a transfer fee, or any compensation, penalty, restriction, or equalization obligation of any kind to NWSL or to any Team. A Player’s free agency rights as set forth herein supersede any other inconsistent NWSL rules, regulations, handbooks, or competition guidelines. Any internal NWSL training compensation or solidarity payment rules are subject to agreement with the NWSLPA.

Following the effective date of this Agreement, Teams and Players may negotiate Team options or Player opt-outs that extend or shorten the duration of an SPA, either of which may be exercised unilaterally. An option or opt-out must be exercised prior to the first day of the Free Agency Window of the year in which the option or opt-out is due to be exercised or else it is deemed waived. Notwithstanding the above, for the 2024 free agency window, Teams or Players, as applicable, shall have until September 1st to exercise any options or opt-outs.

Options contained in SPAs entered into prior to the effective date of this Agreement shall be handled in the manner agreed to by the Parties in the Options Memorandum of Agreement memorialized in Side Letter 11.

Section 13.7 - Duration of SPAs. SPAs entered into with Player(s) eighteen (18) years of age and older shall have a maximum duration of five (5) years including any option years. For Player(s) who are under the age of eighteen (18) at the time they enter into an SPA, such SPAs shall have a maximum duration of three (3) years including any option years. Any option years of the SPA shall be included in the maximum duration of an SPA. For clarity, a five (5) year term plus a one (1) year Team option with a Player over eighteen (18) years of age is prohibited by the five (5) year maximum duration.

Section 13.8 – NWSL Entry Draft: The NWSL and the NWSLPA agreed that the NWSL would eliminate the Entry Draft no later than the 2026 League Season, and the NWSL has eliminated the Entry Draft prior to the 2025 League Season.

Section 13.9– NWSL Expansion Teams:

The Expansion Draft is abolished. The NWSL shall notify the NWSLPA prior to establishing new rules to allow for expansion Teams to build rosters to allow the NWSLPA an opportunity for input, but the NWSL retains the discretion to establish new rules for expansion Teams to build rosters not inconsistent with the terms of this Agreement. Expansion Team(s) shall also have the right to participate in any NWSL Entry Draft in the League Year prior to any Expansion Team first participating in NWSL, if applicable.

Section 13.10 – Discovery: Commencing with the execution of this Agreement, Discovery shall be abolished. Players who register for the Entry Draft but remain undrafted and internationals who are ineligible to be drafted via the Entry Draft shall be eligible to negotiate SPAs as Free Agents.

Section 13.11 – Trades & Intraleague Transfers:

Commencing with the 2025 League Season and thereafter, Players may only be traded with their written consent, such consent being freely given at the time the trade is executed. Intraleague transfers, which involve the exchange of money for the rights to a Player, are permitted only with the Player’s written consent, such consent being freely given at the time the transfer is executed.

A Player traded or transferred to another Team during the League Season must report to that Team within forty-eight (48) hours, unless the acquiring Team agrees to a later report date. After reporting to their new Team, the Player will be allowed two (2) consecutive days off to organize their affairs, which shall be coordinated with the Player’s then-current Team. Permission for a Player to take one (1) or more of these two (2) days prior to reporting to their new Team shall not be unreasonably withheld.

Section 13.12 – Waiver Wire: Players may be added to a Team’s Roster from the Waiver Wire. A Team may not claim a Player it waived in the same Waiver Wire. A Team claiming a Player off the Waiver Wire assumes the Player’s existing SPA. A Player who is waived but not claimed by any Team via the Waiver Wire within twenty-four (24) hours of being added to the Waiver Wire may be acquired by a Team by way of free agency, if eligible pursuant to the terms of this Agreement.

Commencing with the 2025 League Season, the Waiver Wire shall be abolished.

Section 13.13 – Short-Term Injury: In the event a Player is placed on the 45-Day Injury/Illness List, the Player’s Team may be provided roster relief for such injured Player. The Team must sign any player replacing the injured Player to an SPA consistent with the terms of this Agreement. Both the Player placed on the 45-Day Injury/Illness List and the Player signed to an SPA to replace the injured Player if on the roster at the time bonuses are earned, are eligible to receive Competition and Post-Season bonuses achieved during the period of injury, if any, consistent with any rules that apply to other rostered Players.

Section 13.14 – Season-Ending Injury/Illness: In the event a Player is placed on the Season-Ending Injury/Illness List, the Player’s Team may be provided roster relief for such a Player on the Season-Ending Injury/Illness List. The Team must sign any player replacing the injured Player to an SPA consistent with the terms of this Agreement. Both the Player placed on the Season-Ending Injury/Illness List and the Player signed to an SPA to replace the injured Player are eligible to receive Competition and Post-Season bonuses achieved during the period of injury, if any, consistent with any rules that apply to other rostered Players.

Section 13.15 – Goalkeeper Replacement: A Team may sign a goalkeeper to the roster at any time to maintain a roster of no less than two (2) goalkeepers throughout the League Season. The Team must sign the goalkeeper to an SPA consistent with the terms of this Agreement.

Section 13.16 – Notice: NWSL shall provide timely written notice to the NWSLPA and the impacted Player upon NWSL’s approval of any transaction involving Player movement.

Section 13.17 – Anti-Collusion: Prior to the start of the 2026 League Season, NWSL shall develop an anti-collusion policy designed to ensure the integrity of the free agency market. The NWSL shall consult with the NWSLPA over such policy prior to policy implementation by the NWSL.

ARTICLE 14 – PROFESSIONAL DEVELOPMENT AND EDUCATION

Section 14.1 – Tuition Benefit: By August 1, 2022, NWSL shall establish an educational partnership with one (1) or more post-secondary universities or colleges to provide Players with access to subsidized on-line or in-person education benefits.

Section 14.2 – Coaching Licensure Pathway: NWSL will provide up to twenty-five thousand dollars (\$25,000) at the beginning of each calendar year to subsidize enrollment costs for current Players who participate in U.S. Soccer’s Coaching License Pathway. In the event the allocated amount is not used in a given calendar year, the remaining amount will be carried over as additional funds for the same use in subsequent years of the Agreement. Payments made hereunder will be made directly to U.S. Soccer, in coordination with the NWSLPA, upon registration by the Players.

ARTICLE 15 – ROSTER SIZE

Section 15.1 – Size: By the Roster Compliance Date of a League Season, each Team shall have a minimum Roster size of twenty-two (22) Players and a maximum roster size of twenty-six (26) Players. Beginning with the 2027 League Season, by the Roster Compliance Date of a League Season, each Team shall have a minimum Roster size of twenty-three (23) Players and a maximum roster size of twenty-six (26) Players.

Players on the Roster must be paid a base salary equal to or greater than the Minimum Salary. For away games, NWSL Teams shall travel a minimum of eighteen (18) Players, except in exceptional circumstances and/or situations where a Player is injured or otherwise becomes unavailable within forty-eight (48) hours of an NWSL Game.

In the event NWSL implements a Home Grown Player rule (or other player development rule) during the term of this Agreement, NWSL will be permitted to roster Home Grown Players (or other similar developmental players) in excess of the maximum Roster size.

Section 15.2 – Roster Compliance Date: Each League Season, the Roster Compliance Date will not be before the earlier of March 1 or two (2) weeks following the start of Pre-Season.

ARTICLE 16 – SAFETY AND CONDITIONS

Section 16.1 – Surfaces / Field Surface Specialist: The NWSLPA and NWSL agree that playing games and training on surfaces with natural grass generally is preferable. At certain times and places, however, play may occur on artificial turf including existing NWSL home venues with artificial turf and when wet conditions, extreme cold, inclement weather, or off-season training make training on natural grass impractical.

NWSL shall secure the services of a Field Surface Specialist with appropriate expertise in testing, inspecting, and approving natural grass and artificial turf surfaces for use by Division 1 professional soccer teams.

All Team home venue match and training surfaces, whether grass or artificial turf, must comply with appropriate professional standards as determined by the Field Surface Specialist in consultation with the NWSL and NWSLPA. The appropriate professional standards may include U.S. Soccer standards for surfaces, FIFA Quality Programme for Natural Grass, FIFA Quality Programme for Football (Artificial) Turf or the Major League Soccer standards for surfaces. Exceptions may be made on a temporary basis only for training surfaces, with notice to the NWSLPA if weather or other unforeseen, temporary issues make a Team’s regular training fields unavailable or unsuitable. In this context, “temporary” shall mean for no longer than three (3) days, unless mutually extended by the NWSL and the NWSLPA. Further, no matches or training shall occur on any surface that requires substantial conversion to the dimensions of a soccer field.

Beginning with the 2025 League Season, NWSL shall ensure that all Team home venue training and match surfaces shall be inspected at least annually by a qualified professional to determine compliance with this Section. The qualified professional shall prepare a report summarizing their process, findings, conclusions, and recommendations. NWSL and its Teams shall produce a copy of the report to the NWSLPA within five (5) business days of completion. Further, all natural grass and artificial turf surfaces must be regularly inspected and maintained by a qualified professional consistent with appropriate professional standards as determined by the Field Surface Specialist.

Section 16.2 – Concussion Protocol: The NWSL will review its NWSL Concussion Evaluation and Management Protocol on an annual basis, incorporating the latest evidence-based research on mild traumatic brain injuries. The NWSL shall consult with the NWSLPA prior to the implementation of any updated version of the Concussion Protocol.

Section 16.3 – Concussion Protocol Enforcement: The NWSL and NWSLPA agree to this procedure to address the in-game evaluation and diagnosis of potential concussions, and the subsequent management and treatment of Players diagnosed with concussions. The Parties further agree to evaluate and address potential deviations from the Concussion Protocol, as set forth below:

Enforcement: Pursuant to the Concussion Protocol, a Player identified as requiring evaluation shall not be permitted to return to play until each step in the Concussion Protocol has been completed and the Player has been cleared by the Team physician, subject to the **Article 11.6 – Fitness to Play** and **11.7 – Procedure for Disputes Relating to Team Physician’s Determination on Fitness** process, if applicable. A Player’s failure to participate in the evaluation process shall preclude that Player from returning to play in that game. Should the NWSLPA believe that a Team employee or staff member has failed to follow the Concussion Protocol, the NWSLPA shall have the right to file a written complaint about such alleged failure with the NWSL.

Upon initiation of such a complaint, the NWSL’s Director of Sports Medicine or Medical Director will commence an investigation, which the NWSL will complete within two (2) weeks following the filing of the complaint. No later than three (3) weeks following the filing of a complaint, or sooner if practicable, the Commissioner of the NWSL and NWSLPA shall be advised of the findings by the Director of Sports Medicine or Medical Director and the Commissioner will take appropriate action as warranted by the circumstances.

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

Section 16.4 – Health Screenings: The NWSL shall provide Players with access to reasonable screening and baseline testing, consistent with USSF cardiac and concussion protocols at no cost to the Players. Players will be provided with access to a concussion management program that includes neurocognitive tests for concussion care.

Section 16.5 – Requirements for Team Health Professionals:

- a) Prior to the start of each League Season, each Team shall secure a Medical Provider
- a) Agreement and/or association with a medical center to provide emergency care for necessary medical treatments for Players from the home and visiting Teams.

- b) Beginning with the 2025 League Season, each Team shall secure the services of at least two (2) physicians, one of whom shall be designated as the Team Chief Medical Officer. Each individual engaged for the first time to perform services as a Team physician must be a duly licensed physician who, at the onset of the relationship: (i) is board certified and fellowship-trained in their field of medical expertise; (ii) has at least three (3) years of post-fellowship clinical experience; and (iii) has successfully completed a fellowship in sports medicine, has a Certification of Added Qualification (CAQ) in sports medicine, or has other “sports medicine” qualifications.
- c) Each Team shall secure the services of at least two (2) athletic trainers certified (ATC), or one (1) athletic trainer certified (ATC) and one (1) assistant ATC on a full-time basis. If the ATC is not a physical therapist, the Teams will secure physical therapy services on a regular basis to fully meet the needs of professional soccer players. Beginning with the 2025 League Season, each Team shall also secure the services of at least one (1) physical therapist (PT) on a full-time basis.
 - i) Each individual engaged for the first time to perform services as an athletic trainer for a Team must as of the onset of the relationship: (a) be certified by the National Athletic Trainers Association (NATA) or the Canadian Athletic Therapists Association (CATA) (or a similar organization); (b) hold a current certification in Basic Cardiac Life Support or Basic Trauma Life Support; (c) have at least three (3) years of experience as an athletic trainer since receiving the foregoing NATA/CATA certification; and (d) have at least three (3) years of prior experience in the sport of soccer. An exception to these requirements may be made for an assistant ATC with the consent of the NWSLPA.
 - ii) Each individual engaged for the first time to perform services as a physical therapist for a Team must as of the onset of the relationship: (a) be certified as a Sports Certified Specialist; (b) be certified as an Emergency Medical Responder; (c) be residency trained; and (d) have at least three (3) years of prior experience in the sport of soccer.
- d) Each Team shall secure the services of at least two (2) massage therapists (MT) to be available for Players as needed.
- e) Each Team shall secure the services of at least one (1) applied sports scientist to monitor each Player’s workload and recovery on a day-to-day basis, which includes, but is not limited to, analyzing the physiological data and testing collected by Teams. An individual engaged for the first time to perform services as an applied sports scientist must: (i) have a Certified Performance and Sports Scientist (“CPSS”) certification; and (ii) preferably have prior experience in the sport of soccer. Each Team shall consult with the Team’s applied sports scientist in determining a Player’s fitness to train and play.

- f) Each Team shall secure the services of at least one (1) Team clinician to provide mental health services to Players. An individual engaged for the first time to perform services as a Team clinician must: (i) be a board-certified psychiatrist; or (ii) a doctoral-level clinical or counseling psychologist. The Team clinician must have a minimum of five (5) years of relevant clinical experience working within a multi-cultural population. Teams may not require that a Player seek treatment from the Team clinician.
- g) Each Team shall establish a relationship with the following medical professionals for purpose of referrals for medical care: cardiologist; neurologist; gynecologist; dentist; optometrist or ophthalmologist; dermatologist; neurologist; registered dietician; and chiropractor.
- h) Absent exigent circumstances, it shall be required for the following personnel to travel with the Team on away trips, at minimum: one (1) athletic trainer, one (1) additional medical professional (e.g., athletic trainer, medical director, physical therapist), one (1) applied sports scientist, one (1) equipment manager, Head Coach, two (2) Assistant Coaches, and Goalkeeper Coach. Teams shall ensure that Players have access to physical therapists and/or massage therapists as needed on away trips. Such therapists will be appropriately vetted by the NWSL.

Section 16.6 – Requirements for League Health Professionals: NWSL shall secure the services of at least one (1) physician to serve as the League’s Medical Director, whose primary responsibility is advising NWSL on health and safety issues as needed. Any Medical Director engaged for the first time to perform services to the NWSL must be a duly-licensed physician who, as of the onset of the relationship: (i) is board-certified and fellowship-trained in their field of medical expertise; (ii) has at least three (3) years of post-fellowship clinical experience; and (iii) has successfully completed a fellowship in sports medicine, has a Certification of Added Qualification (“CAQ”) in sports medicine, or has other “sports medicine” qualifications; and (iv) preferably has at least five (5) years of prior experience in the sport of soccer at the professional or collegiate level.

Section 16.7 – Away Experience:

- a) **Pre-game training facility.** An appropriate facility for training the day prior to an away game shall be provided by the host Team. By way of example only, no training shall be held on any field on which a club or other team is simultaneously playing.
- b) **Locker rooms.** Locker rooms with necessary items, including but not limited to training tables, hydroculators, towels, ice, chairs, training mats, and a refrigerator, shall be provided by the host Team.
- c) **Snacks and water.** Snacks and water shall be provided by the host Team at the hotel for the traveling Team.

- d) **Travel itinerary.** The itinerary and traveling roster shall be provided by the traveling Team to its Players before a trip as far in advance as possible, but not later than twenty-four hours (24 hours) prior to the Team’s scheduled departure.
- e) **Hotel training room.** A separate, dedicated training room shall be provided by the host Team in the hotel for the traveling Team. The training room shall not be used for any other purpose (i.e. may not be used for meals or meetings).

Section 16.8 – Security:

- a) NWSL shall secure the services of a Director of Security who among other duties shall be responsible for the safety of Players including establishing League-wide security protocols and liaising with Team security personnel.
- b) Beginning with the 2025 League Season, each Team shall secure the services of at least one (1) security officer to be with the Team at all appropriate times, including, but not limited to, training, home Games, away Games, and during Team-related travel. The Team’s security officer shall coordinate with the NWSL Director of Security to develop and implement security protocols.
- c) NWSL shall make reasonable efforts to provide a safe working environment at its stadium and training facilities and shall develop a Security Manual designed to establish reasonable guidelines for security at its stadium and training facilities, with due consideration given to the requirements and needs of each venue. In developing the Security Manual, NWSL shall seek input from the NWSLPA regarding the sections of the Security Manual which directly pertain to Players, and shall consult with the NWSLSPA on those sections before the Security Manual is issued. The final contents of the Security Manual shall be determined by NWSL in its sole discretion. NWSL shall provide a copy of the Security Manual, as it is amended from time to time, to the NWSLPA.

Section 16.9 – Training Facilities: Each NWSL Team must provide access to a training facility during the League Season that has at least one (1) full-size grass training field for use by the Team that complies with **Section 16.1**; at least one (1) on-site, exclusive locker room for the Team with a sufficient number of bathrooms, showers, and lockers to accommodate the entire Team; a separate medical/treatment room with necessary accoutrements for professional soccer players; and a private space to accommodate lactation / breastfeeding in accordance with applicable laws. Training facilities must comply with NWSL safety measures and field security. Locker rooms and bathrooms shall be cleaned regularly to maintain appropriate hygiene and sanitation standards.

Prior to the start of the 2025 League Season, NWSL shall prepare training facility standards for all NWSL training facilities. NWSL shall meet and discuss these standards with the NWSLPA prior to finalizing the standards, which then will be distributed to all current and prospective Teams. The final standards shall be determined by NWSL in its sole discretion and may include a reasonable period of time for Teams to implement such standards. The facility standards will be reviewed at least once every year for the duration of this Agreement. If NWSL changes the format of the League Season by switching from a Spring to Fall to a Fall to a Spring League Season, NWSL shall adopt appropriate standards to address the impacts of winter weather on training.

If a Team cannot provide access to a strength and conditioning facility suitable for professional soccer players, the Team shall provide Players with year-round gym memberships to access strength and conditioning facilities.

If NWSL changes the format of the League Season by switching from a Spring to Fall to a Fall to Spring League Season format, NWSL shall ensure that all Teams provide training facilities appropriate for use in that Team's market during winter weather which shall include indoor fields which comply with this Article.

Section 16.10 – Match Facilities: All NWSL Teams shall provide match facilities appropriate for professional soccer players. NWSL shall meet and discuss with the NWSLPA any concerns related to the match facilities. NWSL shall retain final discretion to determine appropriate match facility standards following discussion with the NWSLPA.

If NWSL changes the format of the League Season by switching from a Spring to Fall to a Fall to Spring League Season format, NWSL shall ensure that all Teams impacted by winter weather provide match facilities appropriate for use in winter weather by professional soccer players.

ARTICLE 17 – DISCIPLINE

Section 17.1 – Team Discipline: A Team may impose discipline for just cause. The NWSLPA shall be provided an electronic copy of any Team Discipline imposed upon a Player within two (2) days of issuance at appeals@nwslplayers.com.

a) Team Rules and Fines:

In addition to NWSL rules and policies, Teams may also create Team Rules that address local issues including tardiness, cell phone usage at meetings, etc., provided that:

- i) Team Rules may not conflict with this Agreement and/or Player SPAs.
- ii) The NWSLPA shall be provided with an electronic copy of any Team Rules within two (2) days of issuance. The NWSLPA expressly reserves the right to file a grievance over the reasonableness of newly implemented Team Rules consistent with **Article 18, Grievance and Arbitration**.

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

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

Section 17.2 – NWSL Discipline: The NWSL may impose discipline only for just cause. Discipline may include, but is not limited to: termination of a Player's employment and SPA by the NWSL; any suspension of payments, benefits, or privileges by the NWSL otherwise required by the SPA or this Agreement; and any period(s) of paid or unpaid suspension, reprimands, penalties, and fines imposed against a Player.

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

The NWSL and the NWSLPA agree that the principles of progressive discipline generally shall apply, except in cases of egregious conduct. Monies collected as a result of any fines levied against Players by NWSL pursuant to this Section shall either be used for the benefit of Players (which cannot be used by NWSL or the Team to pay any routine operational costs or expenses) at NWSL's discretion or donated to a charity mutually-selected by the NWSL and the NWSLPA.

Section 17.3 – Investigatory Interviews: The NWSLPA shall be given advance notification of any investigatory interview of a Player that may result in Player discipline and shall have the right to be present during such interview upon the Player's request.

ARTICLE 18 – GRIEVANCES AND ARBITRATION

Section 18.1 – Definitions: A "Grievance" is any dispute involving the interpretation or application of or compliance with any written agreement between the NWSL and the NWSLPA or between a Player and the NWSL. The grievance procedure as described in this Article shall be the sole and exclusive grievance procedure for violations of this Agreement.

For purposes of this Article, the NWSL shall receive written communication at appeals@nwslsoccer.com and the NWSLPA shall receive written communication at appeals@nwslplayers.com.

Section 18.2 – Right to Discipline: The parties recognize that a Player may be disciplined for just cause, as provided in **Article 17**. Players may also be subject to discipline by the match officials. Such independent match official discipline may only be reviewed through the established Independent Review Panel (“IRP”) process. All Player discipline imposed by the NWSL or its Teams shall be subject to the grievance procedure, except for fines of two hundred and fifty dollars (\$250.00) or less.

Section 18.3 – Grievances Involving On-Field Discipline Issued by the NWSL: All Grievances involving the imposition of discipline upon a Player by the NWSL with respect to on-field conduct shall be resolved exclusively as follows for all fines in excess of two hundred and fifty dollars (\$250.00):

- a) As an initial matter, if discipline is imposed upon a Player by the NWSL for on-field conduct, the NWSL shall be required to notify the Player and the NWSLPA in writing of the discipline. Such notification generally shall occur before 5 p.m. EST on Tuesdays each week following review by the NWSL Disciplinary Committee. At the time the NWSLPA is notified of the discipline, the NWSL also will provide the NWSLPA with any relevant portions of game footage, any relevant portion of match official(s)’ reports, and any relevant portion of Professional Referee Organization (“PRO”) reports that were reviewed by the NWSL’s Disciplinary Committee.
- b) The NWSLPA and/or the Player shall inform the NWSL of their intent to appeal the discipline to the Review Committee and the reason(s) for the appeal as soon as possible, but, at a minimum, must inform the NWSL in writing no later than 5 p.m. EST on Thursday of that same week, or forty-eight (48) hours after **Section 18.3(a)** notification is given, whichever is later. Any additional available supporting evidence to be considered by the Review Committee also should be submitted with the appeal, if feasible, to expedite the Review Committee process, but by no later than the start of the Review Committee meeting.
- c) The five (5) person Review Committee (for purposes of this Section, referred to as “Review Committee” hereafter) shall be comprised of two (2) appointees of the Commissioner, two (2) retired NWSL Players who did not play for the same Team at the time of their departure from the NWSL and who are appointed by the NWSLPA, and a current or former referee who is or was affiliated with the Professional Referee Organization (“PRO”) and who will not officiate NWSL matches during the current League Season. The identities and qualifications of the Review Committee members shall be disclosed to NWSL and the NWSLPA but shall be kept confidential by the NWSL and the NWSLPA.

- d) The Review Committee generally shall meet on Friday mornings of the same week at 11 a.m. EST but may elect to meet earlier if all Committee members are available to meet and there is mutual agreement between the NWSL and the NWSLPA. The Review Committee shall consider any evidence submitted by the NWSL or the NWSLPA and decide the appeal. A written copy of the Review Committee's decision shall be sent to the Commissioner, the Player, and the NWSLPA.
- e) Within seven (7) days of receiving the decision of the Review Committee, the NWSLPA shall have the exclusive right to appeal the Review Committee's decision to an Impartial Arbitrator for grievances relating to suspensions of three (3) or more games or Player fines of over one thousand dollars (\$1,000). Such appeal should be submitted in writing.
- f) It is understood that the NWSL-imposed discipline shall not be served or otherwise imposed unless or until the above appeals process through the Review Committee decision is exhausted. Provided, however, this subsection (f) shall not apply to mid-week games within the same week that a one (1) game suspension is imposed.

Section 18.4 – Grievances other than for On-Field Discipline: A Grievance may be initiated by the NWSLPA or the NWSL. A Grievance must be initiated within ten (10) days from the date of the occurrence or non-occurrence of the event upon which the Grievance is based, or within ten (10) days from the date on which the facts of the matter became known or reasonably should have been known to the party initiating the Grievance, whichever is later. All discipline for off-field conduct is subject to the grievance procedure, except for fines of two hundred and fifty dollars (\$250.00) or less.

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

Grievance Committee:

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

- b) At the Grievance Committee meeting, the parties shall discuss with specificity the claims, issues and/or questions presented by the Grievance and review and discuss resolution and/or settlement of the Grievance.
- c) Within fourteen (14) days following the Grievance Committee meeting, the party served with the Grievance will respond in writing by email, indicating whether the Grievance is sustained or denied, and the reasons for the determination.

Arbitration: If the Grievance is not resolved by the Grievance Committee, the grieving party may, within fourteen (14) days after receipt of the **Section 18.4(c)** response, elect to arbitrate the Grievance as set forth herein, except that Team Discipline shall not be subject to the arbitration process. A party electing to arbitrate a Grievance shall do so by filing a written notice of intention to arbitrate to the other party and the Impartial Arbitrator via email. All arbitration procedures hereunder shall be confidential.

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

Arbitrator's Decision and Award: The Impartial Arbitrator will issue a written decision within thirty (30) days of the close of the record, or after the filing of briefs, if desired, by either party to the arbitration. The Impartial Arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of this Agreement, or any written agreement between the parties, including any affected Players. The Impartial Arbitrator shall have no authority to add to, subtract from, or otherwise amend this Agreement or a Player's SPA. The decision of the Impartial Arbitrator will constitute full, final, and complete disposition of the Grievance, and will be binding upon the Player(s) involved and the parties to this Agreement.

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

Timeliness: Any timelines provided for in this Article may be extended only by mutual written agreement of the parties.

ARTICLE 19 – PLAYER COUNCIL

Section 19.1 – Establishment: The NWSL and NWSLPA agree to the establishment of a Player Council made up of two (2) Players representing the NWSLPA, the NWSLPA’s Executive Director or their designee, up to two (2) representatives of the NWSL, and the NWSL Commissioner or their designee. The parties agree that they have a mutual interest in maximizing the effectiveness of operations, ensuring continued positive relations between Players and the NWSL, fostering the continued growth and success of the NWSL, and promoting the NWSL and its Teams.

Section 19.2 – Purpose: To further these interests, the parties endorse the Player Council (“Council”) as a non-exclusive means for identifying and understanding NWSL and Player issues and ideas for best practices. The parties intend to continue to foster an ongoing, communicative relationship in which the Players and the NWSL are encouraged to speak freely with each other in seeking to identify issues or concerns and/or ideas for best practices to support Players, the NWSL, and the Teams.

Section 19.3 – Timing, Agenda, and Process: The Council shall meet at least twice per year, with at least one (1) meeting to be held during the Off-Season, with a preference for the Off-Season meeting to be held in-person, at a mutually agreeable location. Each party is responsible for its own costs associated with attending any meeting. Any Council member may propose topics for consideration to be included in the meeting agenda. The agenda items shall be reviewed and shall be limited to items which are of a group rather than an individual interest or concern and shall not include issues that are being processed under the Grievance Procedure. The parties shall review the proposed agenda items and agree to a joint agenda at least two (2) weeks prior to the meeting.

Section 19.4 – Authority: The Council shall not be a forum for collective bargaining and the Council shall have no bargaining authority. Disposition of matters by the Council shall not contradict, add to, or otherwise modify the terms and conditions of this Agreement.

ARTICLE 20 - GROUP LICENSING OF PLAYER NAME, IMAGE, AND LIKENESS

Section 20.1 – Group Licensing Rights: The NWSL recognizes that Players have authorized the NWSLPA to act as their exclusive worldwide agent for group licensing. The NWSL agrees that neither it nor any of its Teams shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring such rights, or interfere with any Player’s conveyance of such rights, except as otherwise explicitly agreed to between NWSLPA (or any of its affiliates) and the NWSL (or any of its affiliates). Group Rights consist of the use of four (4) or more NWSL Player Likenesses, including in a series of individual Players or in a group context. When exercising Group Rights, Players shall be featured in relatively equal prominence.

Subject to the execution of a Commercial Rights Agreement between the parties within ninety (90) days from the date of execution of this Agreement, the NWSLPA hereby grants to the NWSL the right to use Group Rights during the term of this Agreement. Such use shall be permissible solely in connection with NWSL and/or its Teams' marketing, advertising, sponsorship, and promotional purposes. Prior to expiration of this ninety (90) day period, the NWSL and its Teams shall be permitted to continue to utilize Group Rights for promotional purposes and pursuant to sponsorship agreements between NWSL and/or its Teams and sponsors that are consistent with the terms of this Article. The NWSLPA is not granting NWSL a right to use Group Rights in connection with Licensed Merchandise in this Agreement, however, this Agreement does not preclude the parties from separately negotiating an agreement permitting NWSL use of Group Rights for Licensed Merchandise. In consideration of such grant, NWSL will make the below annual payments to the NWSLPA before the start of the first League Season game each year, or no later than April 1. The permission to use the Group Rights shall be subject to and contingent upon timely payment of the full amount as agreed to below for each year of the term. Upon expiration of this Agreement, NWSL shall have a period of one hundred and eighty (180) days to continue to utilize the Group Rights in any then-existing sponsorship agreements and for promotional purposes. Otherwise, the rights granted to NWSL under this Agreement shall upon expiration of this Agreement revert to the NWSLPA.

Year 1 – \$135,000*

Year 2 – \$145,000*

Year 3 – \$155,000*

Year 4 – \$165,000*

Year 5 – \$175,000*

*Plus \$10,000 for each Team scheduled to play at the start of each League Season

Section 20.2 – Licensed Merchandise: “Licensed Merchandise” shall mean any commercial good or product, such as trading cards, video or digital games, clothing, apparel, toys, cards, collectibles, and any other consumer goods, on or in which a Player’s Likeness is depicted, incorporated, or otherwise used pursuant to a license with a third party. For clarity, and notwithstanding anything in this **Article 20** to the contrary, the grant of Group Rights herein shall not affect or impact in any way NWSLPA’s use or authorization of third parties to use Group Rights in connection with Licensed Merchandise, including without limitation, the sale, marketing, advertising and promotion of trading cards, video or digital games, clothing, apparel, toys, cards, and any other consumer goods and collectibles, or the use in such licensing deals of NWSLPA trademarks.

To the extent that the NWSL and/or its Teams, or any of their respective brand partners, previously utilized Player Likeness on Licensed Merchandise, the NWSL and/or its Teams are permitted to sell any existing inventory of Licensed Merchandise; provided such sales must conclude no later than one hundred and eighty (180) days following the effective date of this Agreement. In no event shall any new merchandising that includes the use of Player Likeness be permitted to be manufactured, marketed, or sold without express written permission of the NWSLPA.

Section 20.3 – NWSLPA Premier Event: Players invited by the NWSLPA shall be permitted by their respective Teams to attend any NWSLPA Premier Event that may be created in the future; provided that: (i) such event is scheduled during the month of January or February; (ii) such event encompasses a maximum of three (3) consecutive days; (iii) the NWSLPA provides the NWSL with the dates for the next NWSLPA Premier Event no later than November 1st of the prior year; (iv) such event does not conflict with any other previously scheduled NWSL or Team commitments; and (v) such Premier Event does not include playing soccer. Unless otherwise agreed upon, NWSL shall not be responsible for any costs associated with the Event, including, but not limited to, Player travel or attendance.

ARTICLE 21 – MEDIA APPEARANCES

A Player shall be available for and participate in appearances and/or interviews for television, film, audio/radio, newspaper, digital media, magazine, and other media representatives at the request of the NWSL and/or the Player’s Team. Media appearances shall include pre-game, half-time, and post-game interviews (including interviews in a “mixed zone” or post-game press conferences), pre- or post-training interviews, media days associated with events such as All-Star games, Championship games and virtual or telephone interviews with third party media and partner media, etc., and shall not include any Promotional, Commercial, or other Appearances included in **Article 22**. All in-person Media Appearances shall be conducted in the venue of a game or practice site except in (i) limited instances for local, national or international media broadcasts, radio, or podcast provided each is held in a studio or location agreed upon by the Player and media outlet not more than twenty-five (25) miles away from the training facility and/or (ii) for special events (e.g., NWSL Championship, FIFA Club World Cup, CONCACAF Champions League). Locker rooms, however, shall be closed to the media (except for Championship celebrations subject to limitations negotiated with the NWSLPA or as otherwise agreed to by the NWSLPA). Players shall not unreasonably refuse to participate in Media Appearances. The NWSL and/or the Team shall use best efforts to use the entire roster of Players throughout the course of the League Year to meet the demand for appearances/interviews, taking into consideration the requests of the media.

Players may consent to all other off-site, in-person third party media or partner media interviews at their discretion, and **Section 22.3** notice and reimbursement requirements shall apply. **Article 22** shall apply to all other appearances. For the avoidance of doubt, nothing in this Article shall limit the NWSL, Teams, or a media/broadcast partner from using Player(s) Likeness in broadcast materials to promote the NWSL, Team(s), or games, regardless of whether there is an associated sponsor.

ARTICLE 22 – PROMOTIONAL AND COMMERCIAL APPEARANCES
[in effect through December 31, 2024]

Section 22.1 – Promotional Appearances: Upon request by the NWSL or a Team, a Player shall participate in a reasonable number of Promotional Appearances on behalf of the NWSL or the Team, as applicable, in each League Year, at reasonable places and at reasonable times. A Promotional Appearance is any public or community appearance by a Player that promotes the NWSL, an NWSL Team, any NWSL Game, or the sport of soccer and which is not a Commercial Appearance. Promotional Appearances may include, but are not limited to youth organizational visits, charitable appearances, public service or other community service event appearances, award shows, projects and programs, photo shoots, skills shows, talks, speeches, autograph signings, clinics, and soccer camps, used to promote the NWSL, an NWSL Team, any NWSL game, and/or the sport of soccer. A Player shall neither be requested or compelled to play soccer as part of any Promotional Appearance.

Nothing in this Article shall limit the NWSL or Teams from using Player(s) Likeness in any promotional materials used to promote the NWSL, Team(s) or games, regardless of whether there is an associated sponsor.

Section 22.2 – Number of Promotional Appearances: A Team may request Promotional Appearances from Players on its roster, and the participating Player(s) shall not receive additional compensation for the first three (3) appearances of up to two (2) hours in length per appearance (exclusive of travel time), per League Year. If a Player makes more than three (3) Promotional Appearances in a League Year, the Player shall be compensated two hundred dollars (\$200) for appearances of up to two (2) hours (exclusive of travel time) beyond the first three (3) appearances. If a Player consents to any Promotional Appearance of more than two (2) hours in length (exclusive of travel time), the Player shall be compensated one hundred dollars (\$100) for each hour (or portion thereof) after two (2) hours. In addition, a Team may request one (1) additional uncompensated Promotional Appearance from each Player in a League Year once each Player on the roster has fulfilled the three (3) uncompensated appearances referenced above.

The NWSL may request Promotional Appearances from Players, and the participating Player(s) shall not receive additional compensation for the first two (2) appearances of up to two (2) hours in length per appearance (exclusive of travel time). If a Player makes more than two (2) Promotional Appearances, the Player shall be compensated three hundred dollars (\$300) for appearances of up to two (2) hours (exclusive of travel time) beyond the first two (2) appearances. If a Player consents to any Promotional Appearance of more than two (2) hours in length (exclusive of travel time), the Player shall be compensated one hundred dollars (\$100) for each hour (or portion thereof) after two (2) hours.

A Player shall not be required to make more than one (1) Promotional Appearance in any seven (7) day period. A Player may consent to two (2) Promotional Appearances within seven (7) days. No Player shall be required to make more than ten (10) Promotional Appearances in any League Year.

Section 22.3 – Notice and Limitations: Promotional Appearances generally will not be scheduled during a game day.

NWSL or its Teams must provide the Player with no fewer than three (3) days' notice. If fewer than three (3) days' notice is provided, a Player may still consent to the requested appearance.

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

The NWSL and each Team shall use good faith efforts to use the entire roster of Players throughout the course of the League Year to meet the demand for Promotional Appearances.

- a) NWSL and/or its Teams may not compel a Player to participate in a Promotional Appearance, endorse or otherwise support any product, service, political or philosophical messaging, that conflicts with a Player's sincerely-held political, moral, philosophical, or religious beliefs. In addition, NWSL may not compel a Player to engage in any activity that violates or conflicts with the terms of a Player's individual agreement(s) with a sponsor(s).

NWSL and/or its Teams may not require a Player to travel for the sole purpose of making an out- of-market Promotional Appearance without the Player's consent. Players traveling for Promotional Appearances shall be reimbursed for travel and related expenses in accordance with **Article 8, Sections 8.6, 8.8 and 8.11.**

Section 22.4 – Commercial Appearances: A Commercial Appearance is one in which the primary purpose of the appearance is to promote a commercial affiliate or commercial enterprise other than NWSL or its Teams. A Player shall not be obligated to make a Commercial Appearance.

When a Team requests that a Player make a Commercial Appearance on behalf of the Team, the Player shall be compensated a minimum of four hundred and fifty dollars (\$450) for the appearance for up to three (3) hours (exclusive of travel time). If a Player consents to a Commercial Appearance more than three (3) hours in length, the Player shall be compensated a minimum of three hundred dollars (\$300) for each hour (or portion thereof) after three (3) hours.

When the NWSL requests that a Player make a Commercial Appearance on behalf of the NWSL, the Player shall be compensated a minimum of eight hundred dollars (\$800) for the appearance for up to three (3) hours (exclusive of travel time). If a Player consents to a Commercial Appearance more than three (3) hours in length, the Player shall be compensated a minimum of four hundred dollars (\$400) for each hour (or portion thereof) after three (3) hours.

Players traveling for Commercial Appearances shall be reimbursed for travel and related expenses in accordance with **Article 8, Sections 8.6, 8.8 and 8.11.**

Section 22.5 - Premier Commercial Appearances: Effective immediately upon ratification of this Agreement, a Team may request that a Player make a “Premier Commercial Appearance.” A Premier Commercial Appearance is an appearance that either (i) includes multiple commercial partners or (ii) combines a Game Day Content Capture Appearance with a Commercial Appearance(s), or (iii) is a Game Day Content Capture Appearance in excess of the one (1) provided pursuant to **Section 22.3**.

For a Premier Commercial Appearance, Teams must provide at least thirty (30) days’ notice to the NWSLPA and the Player. The Player must be notified of a Player’s individual schedule no less than ten (10) days prior to the Premier Commercial Appearance. Notice shall include the requirements of **Section 22** and a detailed list of commercial partners who will capture, be promoted in, or otherwise be involved in the Player’s scheduled appearances. A Player may decline to participate in any commercial partner portion of a proposed Premier Commercial Appearance. All information provided is subject to reasonable changes provided that the Player is notified of such change(s).

A Player shall be compensated for such an Appearance at the a minimum base rate listed below for an appearance for up to four (4) hours (inclusive of travel time). Each Player shall be compensated a minimum of four hundred dollars (\$400) for each hour (or portion thereof) after four (4) hours. The minimum base rate for Premier Commercial Appearances requested by NWSL for each year of this Agreement is listed below.

	Minimum Base Rate
2024	\$1500
2025	\$1500
2026	\$1750
2027	\$1750
2028	\$2000
2029	\$2000
2030	\$2250

During any Premier Commercial Appearance, the Team shall also ensure the following:

- a) Players shall be protected from inclement weather;
- b) Players shall be provided a lounge area to rest between stations, which may be the Team locker room;
- c) Players shall have access to water and snacks; and
- d) Players shall be provided one (1) meal if the duration of the event is more than three (3) hours in length or coincides with a traditional mealtime.

Teams and/or the NWSL will in good faith consider an NWSLPA request to attend and participate in any Team's Premier Commercial Appearance in order to capture NWSLPA (or its partners') content. If such request is accommodated, the four (4) hour time limitation will not apply to such NWSLPA content capture. Teams may not train or play games on the same day as a Premier Commercial Appearance. Teams may not conduct more than two (2) Premier Commercial Appearances per League Season.

Section 22.6 – Autographs: Pre- or post-game autograph signings shall not be compensated. As such, NWSL and/or its Team(s) may reasonably require Players to sign autographs for fans on the field in the first thirty (30) minutes following the conclusion of an NWSL game. In each League Year, a Player may be required to make two (2) additional autograph signing sessions on non-game days, of thirty (30) minutes each, without additional compensation. Any autograph signings sessions not covered by this Section shall be compensated in accordance with either **Section 22.2** or **Section 22.4**, as appropriate.

Section 22.7 – Timing of Payments: Payments for any appearances subject to this Article shall be made to the Player within thirty (30) days of the appearance. To ensure timely payment, the NWSL will collect Player appearance information from each Team. This information shall be shared with the NWSLPA on a quarterly basis.

ARTICLE 22 PROMOTIONAL, CONTENT CAPTURES, AND COMMERCIAL APPEARANCES

[effective January 1, 2025]

Section 22.1 – Promotional Appearances: Upon request by the NWSL or a Team, a Player shall participate in a reasonable number of Promotional Appearances on behalf of the NWSL or the Team, as applicable, in each League Year, at reasonable places and at reasonable times. A Promotional Appearance is any public or community appearance by a Player requested by a Team or NWSL that primarily promotes the Player, NWSL, an NWSL Team, any NWSL Game, or the sport of soccer and which is not a Commercial Appearance, a Content Capture Appearance, a Game Day Content Capture Appearance or Premier Commercial Appearance. Promotional Appearances may include, but are not limited to youth organizational visits, charitable appearances, public service or other community service event appearances, award shows, projects and programs, photo shoots, skills shows, talks, speaking events, autograph signings (other than set forth in **Section 22.8**), clinics, and soccer camps, used to promote the Player, NWSL, an NWSL Team, any NWSL game, and/or the sport of soccer. A Promotional Appearance does not include a request for Player(s) to post on the Player's own social media channel(s) however a Player may consent to such and be paid in accordance with **Section 22.2**, below. A Player shall not be compelled to promote the NWSL or an NWSL Team on social media under any circumstances. A Player shall neither be requested nor compelled to play competitive soccer as part of any Promotional Appearance but may be requested to demonstrate soccer skills (e.g., at a camp or clinic).

Nothing in this Article shall limit the NWSL or Teams from using Player(s) Likeness in any promotional materials used to promote the NWSL, Team(s) or games, regardless of whether there is an associated sponsor.

Section 22.2 – Number of Promotional Appearances: A Team may require a Player to participate in one (1) Promotional Appearance for no additional compensation per League Season. For Promotional Appearances in excess of one (1) per League Season, a Team may request Promotional Appearances from Players on its roster, and the participating Player(s) shall be compensated a minimum of two hundred and seventy-five (\$275) for appearances of up to two (2) hours (exclusive of thirty (30) minutes total travel time). If a Player consents to any Promotional Appearance of more than two (2) hours in length (exclusive of thirty (30) minutes total travel time), the Player shall be compensated a minimum of one hundred dollars (\$100) for each hour (or portion thereof) after two (2) hours.

The minimum base rate for Promotional Appearances requested by Teams shall increase year-over-year as listed below. The incremental hourly rate for Appearances shall increase year-over-year as listed below. For the avoidance of doubt, NWSL and/or its Teams may not require a Player to travel for the sole purpose of making an out- of-market Promotional Appearance without the Player’s consent. For Players participating in Promotional Appearances, such Players shall also be reimbursed for travel and related expenses in accordance with **Sections 8.8** and **8.11**. If a Promotional Appearance occurs during a meal-time and the meal has not been provided, then the Player shall also be provided a meal per diem in accordance with **Section 8.6**.

	Minimum Base Rate	Incremental Hourly Rate
2025	\$275	\$100
2026	\$300	\$100
2027	\$350	\$150
2028	\$375	\$150
2029	\$400	\$150
2030	\$450	\$160

NWSL may request Promotional Appearances from Players, and the participating Player(s) shall be compensated a minimum of three hundred and seventy-five dollars (\$375) for appearances of up to two (2) hours (exclusive of thirty (30) minutes total travel time). If a Player consents to any Promotional Appearance of more than two (2) hours in length (exclusive of thirty (30) minutes total travel time), the Player shall be compensated a minimum of one hundred dollars (\$100) for each hour (or portion thereof) after two (2) hours. The minimum base rate for Promotional Appearances requested by NWSL shall increase year-over-year as listed below. The incremental hourly rate for Appearances shall increase year-over-year as listed below. For the avoidance of doubt, NWSL and/or its Teams may not require a Player to travel for the sole purpose of making an out- of-market Promotional Appearance without the Player’s consent. For Players participating in Promotional Appearances, such Players shall also be reimbursed for travel and related expenses in accordance with **Sections 8.8** and **8.11**. If a Promotional Appearance occurs during a meal-time and the meal has not been provided, the Player shall also be provided a meal per diem in accordance with **Section 8.6**.

	Minimum Base Rate	Incremental Hourly Rate
2025	\$375	\$100
2026	\$400	\$100
2027	\$450	\$150
2028	\$475	\$150
2029	\$500	\$150
2030	\$550	\$150

A Player shall not be required to make more than one (1) Promotional Appearance in any seven (7) day period. A Player may consent to multiple Promotional Appearances within seven (7) days. No Player shall be required to make more than ten (10) Promotional Appearances in any League Year.

Section 22.3 – Content Capture Appearances: Players shall be available to Team Media and NWSL Media (e.g. Team/NWSL staff, including social media content producers, who generate media content promoting the Player or Team or NWSL on the Team’s or NWSL’s platforms) in the venue of the Team’s game or practice site or other reasonably convenient location (e.g., during Team travel, at another team event, in close proximity to the training facility) for Team Media and NWSL Media to capture media content that promotes the Player, Team, NWSL, or the sport of soccer solely for use by the Team or NWSL on the Team’s or NWSL’s own media platforms (“Content Capture Appearance”). Content Capture Appearances shall not include third party branding. Locker room access before or after training is only permitted for Team staff for the purposes of this Section with the permission of the Team’s NWSLPA Player Representatives. A Player shall not receive additional compensation for any requested Content Capture Appearances that require no more than thirty (30) minutes of a Player’s time. Any Team or NWSL Content Capture Appearance that requires more than thirty (30) minutes of a Player’s time shall be compensated consistent with **Section 22.2**. However, if the Content Capture Appearance runs no more than fifteen (15) minutes over, the Player shall be compensated at the incremental hourly rate.

Section 22.4 - Game Day Content Capture Appearances: A Player shall participate in one (1) appearance per League Season that may be used by the Team and/or the NWSL and/or Team or NWSL media partners to capture content for use by the Team or NWSL or the media partner to promote the Team or NWSL in its electronic communications (e.g. social media, website, or e-newsletters) and for use in game-day programming (e.g., photo shoot, game day media for in-stadium video boards), etc.) (a “Game Day Content Capture Appearance”) for no additional compensation. For Players on Playoff Teams, such Players shall participate in one (1) additional Game Day Content Capture Appearance for no additional compensation to create Playoff content. If a Player is traded, transferred, or loaned to a new Team during the League Season, then the Player shall participate in one (1) additional Game Day Content Capture Appearance for no additional compensation to the new Team. Additional Game Day Content Capture Appearances requested by a Team or NWSL shall be compensated consistent with **Section 22.7**. During any Game Day Content Capture Appearance, the Team shall also ensure the following:

- a) Players shall be protected from inclement weather;
- b) Players shall be provided a lounge area to rest between stations, which may be the Team locker room;
- c) Players shall have access to water and snacks; and
- d) Players shall be provided one (1) meal if the duration of the event is more than three (3) hours in length or coincides with a traditional mealtime.

Section 22.5 - Notice and Limitations: Other than Media Appearances that are intended to occur on a Game day (e.g., mixed zone, post-Game press conference), appearances generally will not be scheduled during a game day.

NWSL or its Teams must provide the Player with no fewer than five (5) days’ notice of any Promotional Appearance, Commercial Appearance, or Game Day Content Capture Appearance. In addition, NWSL or its Teams must provide the Player with no fewer than five (5) days’ notice of any Media Appearance or Content Capture Appearance that does not take place at the venue of the game or practice site. If fewer than five (5) days’ notice is provided, a Player may still consent to the requested Appearance. Such notice shall include the date, time, duration, location, estimated travel time, scope of work requested, proposed rate, and contact person to discuss the terms of the request. All information provided is subject to reasonable changes provided the Player is notified of such change(s).

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

The NWSL and each Team shall use good faith efforts to use the entire roster of Players throughout the course of the League Year to meet the demand for Promotional Appearances.

NWSL and/or its Teams may not compel a Player to participate in any appearance that requires a Player to endorse or otherwise support any product, service, political or philosophical messaging, that conflicts with a Player’s sincerely-held political, moral, philosophical, or religious beliefs. In addition, NWSL may not compel a Player to engage in any activity that violates or conflicts with the terms of a Player’s individual agreement(s) with a sponsor(s).

Section 22.6 – Commercial Appearances: A Commercial Appearance is one in which the primary purpose of the appearance is to promote a commercial affiliate or commercial enterprise other than NWSL or its Teams. It shall be presumed that an appearance in which a Player is asked to identify a commercial partner or commercial affiliate, use a commercial affiliate or commercial enterprise’s product, or post on a commercial partner’s social media or re-post a commercial partner’s post is a Commercial Appearance. A Player shall not be obligated to make a Commercial Appearance.

When a Team requests that a Player make a Commercial Appearance on behalf of the Team, the Player shall be compensated a minimum of four hundred and seventy-five dollars (\$475) for the appearance for up to three (3) hours (exclusive of thirty (30) minutes total travel time) or for one social media post on the Player’s own channels. If a Player consents to a Commercial Appearance more than three (3) hours in length, the Player shall be compensated a minimum of three hundred dollars (\$300) for each hour (or portion thereof) after three (3) hours.

The minimum base rate for Commercial Appearances requested by a Team shall increase as listed below. The incremental hourly rate for Appearances shall increase as listed below.

	Minimum Base Rate	Incremental Hourly Rate
2025	\$475	\$300
2026	\$500	\$300
2027	\$550	\$350
2028	\$575	\$350
2029	\$600	\$350
2030	\$650	\$400

When the NWSL requests that a Player make a Commercial Appearance on behalf of the NWSL, the Player shall be compensated a minimum of eight hundred and twenty-five dollars (\$825) for the appearance for up to three (3) hours (exclusive of thirty (30) minutes total travel time) or for one social media post on the Player’s own channels. If a Player consents to a Commercial Appearance more than three (3) hours in length, the Player shall be compensated a minimum of four hundred dollars (\$400) for each hour (or portion thereof) after three (3) hours.

The minimum base rate for Commercial Appearances requested by NWSL shall increase year-over-year as listed below. The incremental hourly rate for Appearances shall increase year-over-year as listed below.

	Minimum Base Rate	Incremental Hourly Rate
2025	\$825	\$400
2026	\$850	\$400
2027	\$900	\$450
2028	\$925	\$450
2029	\$950	\$450
2030	\$1000	\$500

Players traveling for Commercial Appearances shall be reimbursed for travel and related expenses in accordance with **Sections 8.6, 8.8 and 8.11.**

Section 22.7 - Premier Commercial Appearances: Effective immediately upon ratification of this Agreement, a Team may request that a Player make a “Premier Commercial Appearance.” A Premier Commercial Appearance is an appearance that either (i) includes multiple commercial partners or (ii) combines a Game Day Content Capture Appearance with a Commercial Appearance(s), or (iii) is a Game Day Content Capture Appearance in excess of the one (1) provided pursuant to **Section 22.4.**

For a Premier Commercial Appearance, Teams must provide at least thirty (30) days’ notice to the NWSLPA and the Player. The Player must be notified of a Player’s individual schedule no less than ten (10) days prior to the Premier Commercial Appearance. Notice shall include the requirements of **Section 22** and a detailed list of commercial partners who will capture, be promoted in, or otherwise be involved in the Player’s scheduled appearances. A Player may decline to participate in any commercial partner portion of a proposed Premier Commercial Appearance. All information provided is subject to reasonable changes provided that the Player is notified of such change(s).

A Player shall be compensated for such an Appearance at a minimum base rate listed below for an appearance for up to four (4) hours (inclusive of travel time). Each Player shall be compensated a minimum of four hundred dollars (\$400) for each hour (or portion thereof) after four (4) hours.

The minimum base rate for Premier Commercial Appearances requested by NWSL for each year of this Agreement is listed below.

	Minimum Base Rate
2024	\$1500
2025	\$1500
2026	\$1750
2027	\$1750
2028	\$2000
2029	\$2000
2030	\$2250

During any Premier Commercial Appearance, the Team shall also ensure the following:

- a) Players shall be protected from inclement weather;
- b) Players shall be provided a lounge area to rest between stations, which may be the Team locker room;
- c) Players shall have access to water and snacks; and
- d) Players shall be provided one (1) meal if the duration of the event is more than three (3) hours in length or coincides with a traditional mealtime.

Teams and/or the NWSL will in good faith consider an NWSLPA request to attend and participate in any Team's Premier Commercial Appearance in order to capture NWSLPA (or its partners') content. If such request is accommodated, the four (4) hour time limitation will not apply to such NWSLPA content capture.

Teams may not train or play games on the same day as a Premier Commercial Appearance. Teams may not conduct more than two (2) Premier Commercial Appearances per League Season.

Section 22.8 – Autographs: Pre- or post-game autograph signings shall not be compensated. As such, NWSL and/or its Team(s) may reasonably require Players to sign autographs for fans on the field in the first thirty (30) minutes following the conclusion of an NWSL game.

In each League Season, Players may be required to participate in not more than two (2) unpaid bulk autograph signing sessions of items mandated by their Team or NWSL, provided that Players receive a minimum of twenty-four (24) hours' notice of any such bulk autograph signing, and no Player is required to sign more than fifty (50) items on any day. Any additional autograph sessions shall be treated as a Promotional or Commercial Appearance under the terms of this Article. With the exception of a charity auction, any items autographed under this Section will not be sold by NWSL or any Team without an agreement with the signing Player(s) regarding compensation, or a licensing agreement with the NWSLPA permitting the sale of such items. The Team or NWSL will not object to any Player including a personalized note specific to the recipient of the autographed item to mitigate the risk and value of an unauthorized resale of items.

Any autograph signings sessions not covered by this Section shall be compensated in accordance with either **Section 22.2** or **Section 22.6**, as appropriate.

Section 22.9 – Timing of Payments: Payments for any appearances subject to this Article shall be made to the Player within thirty (30) days of the appearance. To ensure timely payment, the NWSL will collect Player appearance information from each Team. This information shall be shared with the NWSLPA on a quarterly basis.

ARTICLE 23 – ALL STAR GAME

In the event the NWSL elects to hold an All-Star Game (“ASG”) in any League Season, NWSL will name a minimum of eighteen (18) Players per ASG team roster (that is, if the ASG features two (2) teams of Players, there will be two (2) rosters; if the ASG features one (1) team of Players, there will be one (1) roster) as All-Stars. If named to an ASG roster, Players will participate in the ASG and related league events (collectively “All-Star Events”), unless unable to do so due to injury. Players selected for, and who participate in, All-Star Events shall be considered All-Stars for purposes of any performance bonus and/or base salary adjustment as set forth in the Player’s SPA. Players named to a roster but unable to participate in an ASG due to injury will participate in the other All-Star Events, unless prevented from doing so due to their injury, and shall still receive the performance bonus and/or base salary adjustment as set forth in the Player’s SPA. Players who participate in the All-Star game shall be entitled to a bonus as set forth in **Article 8.6**. Players who are selected as All-Stars but do not participate due to injury shall still be entitled to the bonus.

ARTICLE 24 – NO DISCRIMINATION

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

ARTICLE 25 – NO STRIKES / NO LOCKOUTS

Section 25.1 – No Strikes: Neither the NWSLPA nor any Player shall authorize, encourage, or engage in any strike, work stoppage, slowdown, or other individual or concerted interference with the activities of the NSWL during the term of this Agreement. Additionally, no Player shall decline to play or practice or fulfill any other obligations under their SPA or otherwise interfere with the activities of the NSWL or any member Team, or individually or in concert encourage any other Player to do so for any reason because of any picketing or any labor dispute. Players may be disciplined for violating this Article.

Section 25.2 – Reasonable Efforts of NWSLPA: The NWSLPA shall not support or condone any action of any Player that is not in accordance with this Article, and the NWSLPA shall exert all reasonable efforts to induce compliance with this Article. The NWSLPA will use reasonable efforts to prevent Players from refusing, or threatening to refuse, to participate in any NWSL game or competition.

Section 25.3. No Lockout: The NWSL shall not engage in a lockout during the term of this Agreement.

ARTICLE 26 -- NO HAZARDOUS ACTIVITIES

Absent express consent of the NWSL, which shall not be unreasonably withheld, Players are forbidden from engaging in activities that may involve significant risk of personal injury or illness, including but not limited to:

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

Should injury or illness affecting a Player's ability to play soccer result from the Player's breach of this clause, the Player's right to compensation from the NWSL shall terminate immediately, with no further rights or remedies due to the Player. Nothing in this Section shall be intended to require the Player to obtain written consent to participate as an amateur in the sport of golf, tennis, handball, swimming, hiking, or softball.

Nothing contained in this Section shall be construed to prevent Players from conditioning in the Player's off-season, including but not limited to, playing non-professional, non-competitive outdoor or indoor soccer, or futsal.

Further, NWSL shall not unreasonably withhold consent for any Player seeking to play soccer for or in connection with non-competitive charity or alumni events, provided that no more than five (5) Players participate in any single event. Moreover, no NWSL and/or Team branding shall be used in connection with any such event.

ARTICLE 27 – SEASON SCHEDULE

Section 27.1 – Pre-Season Training: Pre-Season shall be no fewer than five (5) weeks and no longer than eight (8) weeks in duration. NWSL shall provide notice of the Pre-Season report date for the next League Season no later than seven (7) weeks prior to such report date.

Section 27.2: – In-Season Break.: NWSL shall schedule a minimum of a seven (7) consecutive day in-season break in the match calendar. No Games shall be scheduled midweek in the week immediately following return from the In-Season Break. Players shall receive a minimum of seven (7) consecutive days of vacation during the In-Season Break, which shall count toward the thirty-eight (38) day vacation entitlement.

Section 27.3 – Deliberately Omitted

Section 27.4 – Off-Season: The Off-Season shall mean the period between League Seasons during which the Players are provided their twenty-eight (28) consecutive vacation days. Teams shall communicate expectations of a Player (including but not limited to whether the Player is required to stay in market, whether the Team will conduct any organized training sessions, or whether Games will be scheduled) for the period between the Team’s last Game of the League Season and the beginning of vacation pursuant to this Section at least twenty-one (21) days in advance. Notwithstanding the above, in the event that an official FIFA or CONCACAF competition (e.g., Club World Cup) reasonably requires a Team to begin training earlier such that it would prevent Players on such Team(s) from receiving twenty-eight (28) consecutive vacation days, the NWSL shall meet in good faith with the NWSLPA to address the issue. If the Parties cannot reach agreement, the NWSL shall have the right to provide such Players with less than twenty-eight (28) consecutive vacation days but no fewer than twenty-one (21) consecutive vacation days provided that the Team provides a total of thirty-eight (38) vacation days in that year.

Section 27.5 – December Protected Period: Provided that the League Season remains on a Spring to Fall calendar December 23 – January 1 shall be time off which shall count toward the thirty-eight (38) day vacation entitlement. In the event that the League changes the calendar to a Fall to Spring calendar, December 23 – January 1 shall be time off which shall count toward the-thirty-eight (38) day minimum vacation entitlement, provided that the League may decrease the number of consecutive vacation days from twenty-eight (28) days to no fewer than twenty-one (21) days. The December Protected Period may be used to satisfy the In-Season Break requirement.

Section 27.6 – Number of Games: Teams may play no more than the following number of NWSL Games in a single League Season, unless otherwise approved by the NWSLPA:

- a) Number of Games that constitute a home and away regular League Season (e.g., for 2024: twenty-six (26) games); plus
- b) Up to seven (7) Post-Season Games; plus
- c) One (1) League Season kick-off game (e.g., “Community Shield”); plus
- d) Up to five (5) Exhibition Games (which may include Tournament games); plus
- e) Up to two (2) NWSL created or supported Tournaments (e.g., NWSL/LigaMXF Summer Cup).

For purposes of calculating the maximum number of Games, any All-Star game, Pre-Season Exhibition Games, or other scrimmages are not included in this maximum number. Additionally, any Official Tournaments are not included in the maximum number of Games.

If the NWSL schedules more than forty-two (42) NWSL Games (including only those NWSL Games that count towards the maximum number as set forth above) in a League Season for a Team, then the terms of **Section 12.1(a)(ii) – Mode of Transportation** shall apply to such Team.

Section 27.7 – Game Frequency: NWSL will not schedule a Team for more than two (2) NWSL Games in any seven (7) day period, unless the NWSL Games are at least forty-eight (48) hours apart. In addition, NWSL shall not initially schedule a Team to play mid-week Regular Season Games in consecutive weeks provided that the Team also has a weekend Regular Season Game on either side of the mid-week Game. NWSL may re-schedule a Regular Season Game that results in mid-week games in consecutive weeks to accommodate a Game that needs to be rescheduled due to a change in stadium availability, cancellation, or postponement. Any such rescheduled Game shall require charter travel. Further, in preparing the schedule, the NWSL will use reasonable efforts to ensure balance and consistency in terms of the number of NWSL Games scheduled for each Team on a week-to-week and month-to-month basis.

If the NWSL schedules any Team with more than two (2) distinct sets of three (3) Games in any week (inclusive of weekends) in a League Season or in consecutive weeks, then the terms of **Section 12.1 – Mode of Transportation** shall apply.

Section 27.8 – Extreme Weather Conditions: Match delay procedures will be triggered when the wet bulb globe temperature is at or above 92.3 degrees Fahrenheit. Should the calendar footprint change pursuant to **Section 27.9**, NWSL will establish an Extreme Cold Policy. NWSL shall meet and discuss its proposed Extreme Cold Policy with the NWSLPA prior to implementing it. NWSL retains the discretion to implement the Extreme Cold Policy.

Section 27.9 – Format Changes: NWSL shall notify the NWSLPA prior to making changes to the format of the Regular Season, Post-Season, or any NWSL created Unofficial Tournament and allow the NWSLPA an opportunity for input, but NWSL retains the discretion to make format changes. Further, should NWSL seek to change the format of the League Season by switching from a Spring to Fall to a Fall to Spring League Season format, NWSL shall provide the NWSLPA with notice of its intention no less than one (1) year in advance of the year in which NWSL intends to effectuate the change. In the event of such notice, NWSL and NWSLPA agree that a Scheduling Committee shall be formed with representatives from each party. The Scheduling Committee shall meet to discuss and allow the NWSLPA an opportunity to provide input with regard to the change to a Fall to Spring League Season format. If there are any terms of this Agreement that are in direct conflict with the new format (i.e., revisions to portions of the Agreement that reference dates and timeframes based upon the prior format), the NWSL and the NWSLPA shall promptly meet to bargain over such necessary changes to those terms to timely effectuate the format switch, but the NWSL retains the discretion to make the format change. In addition, once NWSL provides the aforementioned notice, NWSL agrees that, upon request, the NWSL will meet with the NWSLPA and bargain in good faith over the effects of the NWSL's decision to make the format change. Effects bargaining may include, but is not limited to, the effect of the format change on Game cancellation policies relating to weather and travel impacted by weather, Player safety protocols, the timing of the free agency window, the term(s) of Player SPAs, the timing of the provision of any Team-provided housing, and facilities standards impacted by winter weather, but shall not include any issues unaffected by the format change (e.g. issues such as compensation or other issues unrelated to the change in the time of year of play and/or related weather associated with changing the time of play). Effects bargaining shall not delay implementation of NWSL's decision to effectuate the format switch, so long as NWSL has provided the requisite one (1) year advance notice.

Section 27.10 – Notice: Prior to NWSL’s announcement of the Regular Season Game schedule each year, NWSL shall provide the NWSLPA with an initial draft of such schedule no later than the date that such draft is provided to all NWSL Teams, and the NWSLPA shall have an opportunity to provide NWSL with comments within as many days as the NWSL Teams are given by the NWSL to provide such comments. NWSL shall give due consideration to any changes proposed by the NWSLPA and/or the Teams. NWSL retains full discretion to set the schedule, not inconsistent with the terms of this Agreement.

Section 27.11 – Schedule Release: NWSL shall release the final draft of the Regular Season Game schedule to the NWSLPA at the same time that it is released to the Teams, which shall be no later than fourteen (14) days prior to the start of the opening Game of the regular NWSL Game schedule, not to include additional Unofficial Tournaments. The final draft may still be changed by the NWSL after this release date.

ARTICLE 28 – FORCE MAJEURE

“Force Majeure Event” shall mean the occurrence of any of the following events or conditions, provided any such event or condition imposes substantial limitations on the ability of fans to attend games, makes it impossible, creates a significant negative economic impact, is legally impermissible, or hazardous for the NWSL or any of its Teams to hold team training and/or games, and provided that none of the following events or conditions are within the reasonable control of NWSL or NWSL Team(s): wars or war-like action (whether actual or threatened and whether conventional or other, including, but not limited to, chemical or biological wars or war-like action); sabotage, terrorism, or threats of sabotage or terrorism; government orders stemming from the COVID-19 pandemic or any future pandemic; weather or natural disasters, including, but not limited to, fires, floods, droughts, hurricanes, tornados, storms, or earthquakes.

Upon the occurrence of a Force Majeure Event satisfying the terms above, NWSL will negotiate over any proposed changes to Player compensation and benefits, during the term of the Force Majeure Event, including those included in this Agreement. If NWSL seeks to cancel the season due to a Force Majeure Event, it shall immediately notify the NWSLPA of same. Then, upon request of the NWSLPA, the parties shall negotiate in good faith over the effects of the cancellation, including, but not limited, to discontinuing Player compensation and benefits, but implementation shall not be delayed beyond thirty (30) days from notice to the NWSLPA. With respect to all other provisions of this Agreement, NWSL agrees that it will give the NWSLPA no less than five business (5) days’ advance notice in writing of other planned changes resulting from the Force Majeure Event, and agrees to discuss the changes with the NWSLPA at the earliest mutually available time. NWSL retains the discretion after that discussion to make necessary changes to the Agreement during the term of the Force Majeure Event.

ARTICLE 29 –SEVERABILITY

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

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

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


IN WITNESS WHEREOF, the NWSL has hereunto caused this instrument to be executed by its duly authorized officer(s) and the NWSLPA, duly authorized by its members, has hereunto caused this instrument to be executed by its duly authorized officers or representatives this _____ day of _____, 2025.

FOR THE NWSL:

FOR THE NWSLPA:

Signed by:

7661482DE8D04C6
Jessica Berman, Commissioner

DocuSigned by:

04B87FFD6AD64D0
Meghann Burke, Executive Director

EXHIBITS

EXHIBIT 1
FORM STANDARD PLAYER AGREEMENT



STANDARD PLAYER AGREEMENT

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

It is agreed as follows:

1. Definitions

In this Agreement:

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

Player Name: First Last



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

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

of the date of this Agreement and ending on the final day of such extension.

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

2. Player's General Duties and Responsibilities

- (a) The Player's employment with NWSL shall be for the Term of this Agreement, as described above. While providing specific services to the NWSL/Team, the Player will be covered by workers' compensation insurance per the terms of the plan. During the Term of this Agreement, the Player shall have access to employee benefits for NWSL (including health insurance), per the terms of such plan(s) and consistent with the CBA.
- (b) During the Term of this Agreement, the Player shall owe the following general duties and responsibilities to NWSL: (i) the Player shall devote whatever time is necessary to perform their duties as a Player and promoter of soccer, the Team, and the NWSL as set forth in this Agreement. (ii) The Player shall at all times faithfully, diligently and competently, and to the best of the Player's ability, experience and talents, perform all of the duties that may be required of and from the Player pursuant to the terms of this Agreement; (iii) the Player shall report to the Team in good physical condition; (iv) the Player shall perform the Player's duties and responsibilities at such place or places and at such times as may be designated by NWSL or the Team. The Player recognizes and understands that the Player is contracted to NWSL and is assigned to a Team consistent with the CBA. The Player recognizes that the Team will compete nationally and may compete internationally. Thus, the Player may be required to engage in travel as may be required by NWSL, in order to satisfactorily fulfill the Player's duties under this Agreement. The Player agrees to undertake such travel as may be required by NWSL and agrees that the Player shall travel in accordance with NWSL's directions unless NWSL requests that the Player make the Player's own arrangements; (v) the Player shall be available and promptly report for and fully participate in all of the training and practice sessions, meetings and games of the Team, and, if invited, the Player will practice and play for any NWSL All-Star Game (unless unable to do so due to injury); (vi) upon request by NWSL or the Team, and in accordance with the CBA, the Player shall participate in a reasonable number of professional or publicity activities of NWSL

Player Name: First Last



and/or the Team at reasonable places and at reasonable times to be notified by NWSL or the Team to the Player; (vii) in accordance with the CBA, the Player shall cooperate with television, radio, newspaper, magazine, internet and other news media representatives and participate in a reasonable number of interviews and cooperate with NWSL and the Team, separately and together, to be available for such news media photo sessions and interviews as may be required; and (viii) the Player shall upon request by NWSL or the Team, and in accordance with the CBA, (aa) participate in certain community service projects and programs and (bb) make personal appearances, including delivering talks and/or speeches, and/or taking part in skills demonstrations, all for the sole benefit of the development of soccer, the Team, the League and NWSL, or in connection with a Commercial Affiliate, consistent with the CBA.

- (c) At all times during the Term of this Agreement the Player shall: (i) not play soccer for any team other than the Player's Team except with the prior written consent of NWSL, unless otherwise expressly permitted under the CBA; (ii) maintain a high level of physical and mental conditioning and competitive skills, not engage in alcohol abuse, not use illegal drugs or other harmful substances and comply with any NWSL Substance Abuse Policy, and generally develop and maintain a physical and mental readiness necessary to play for the Team; (iii) serve as spokesperson for soccer, the Team, the League and NWSL when reasonably requested by NWSL to do so; (iv) comport and conduct themselves at all times, both on and off the field, to a high standard of honesty, fair play and sportsmanship and in a manner befitting their position as a representative and promoter of soccer, the Team, NWSL and the League and comply with all applicable laws; and (v) refrain from conduct which is detrimental to the best interests of the Team or of NWSL.
- (d) No Hazardous Activities. The Player and NWSL acknowledge and agree that the Player's participation in other sports or activities may impair or destroy their ability and skill as a soccer player. Absent the express consent of the NWSL, which shall not be unreasonably withheld, Player is forbidden from engaging in activities that may involve significant risk of personal injury or illness, including but not limited to:

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

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

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

3. Compensation, Expenses and Other Benefits

- (a) Unless otherwise terminated or set forth in this Agreement, during the Term of this Agreement, the Player shall receive the compensation set forth on the Schedule.
- (b) NWSL's obligation to make any payments or provide any benefits shall be suspended for any period during which the Player is prevented from entering or working in the United States or any other country in which the Team is located because of immigration laws, regulations or rulings or has not received appropriate clearances from FIFA or any relevant governing body, unless such a situation has arisen as a result of NWSL's negligent action or inaction and the making of such payments would not be prohibited by law.

Player Name: First Last



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

4. Term and Termination

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

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

- (b) To the extent not in conflict with the CBA, NWSL may terminate this Agreement at any time upon twenty- four (24) hours' written notice to the Player, for any of the following reasons:
if the Player fails to comport and conduct themselves, at all times, in a manner reasonably befitting their position as an employee of NWSL, a member of the Team and as a spokesperson for and representative of the Team, NWSL and the sport of soccer; if the Player engages in alcohol or drug abuse or uses alcohol or drugs in a manner which interferes with the performance of their

Player Name: First Last

duties for NWSL or the Team or is in contravention of any NWSL Substance Abuse Policy; (iii) if the Player engages in a course of deliberate insubordination or a single egregious act of insubordination; (iv) if the Player fails to maintain a level of physical and mental condition reasonably appropriate for a professional athlete, or refuses or fails to submit to medical evaluation in accordance with this Agreement and the CBA or to medical treatment recommended in accordance with the procedures set forth in Section 12 of this Agreement; (v) if the Player (aa) fails, refuses or neglects to render their services under this Agreement or in any other manner materially breaches this Agreement and (bb) fails to remedy such breach within three (3) days of NWSL's written notice to the Player of such breach or is in breach on multiple occasions; or (vi) if NWSL is entitled to terminate Players for violations of reasonable rules. If the Player refuses or fails to submit to a medical evaluation under this Agreement and consistent with the CBA or to medical treatment recommended in accordance with the procedures set forth in Section 12 of this Agreement and consistent with the CBA or fails, refuses or neglects to render their services under this Agreement at any time during the Term of this Agreement, NWSL may, in its sole and absolute discretion, in accordance with this Agreement to the extent consistent with the CBA (x) terminate this Agreement; and/or (y) fine and/or suspend the Player with or without pay.

- (c) Where the Player's Category is Guaranteed, as indicated on the Schedule, this Agreement shall not be terminated by NWSL prior to the end of its term because of the quality of the Player's on-field performance or the fact that the Player is not fit to play or train as a direct result of an injury sustained during the course and scope of the Player's employment as an NWSL Player. In-season and off-season training (even if not Team-mandated) shall be considered within the course and scope of a Player's employment but shall never include any activities prohibited in Article 26 of the CBA.

If a Player is not fit to play or train as a direct result of any other injury outside the scope of a Player's employment and not as a result of any activities prohibited in Article 26 of the CBA, the NWSL shall have the right to terminate the SPA following the conclusion of the time period in which the Player is receiving a Long Term Disability benefit, where a Player is eligible, but no later than the earlier of i) the end of the current Season; or ii) the end of the Player's SPA. Any Player who receives



Long Term Disability shall be made whole for the difference between the amount of the benefit received and their compensation as provided in their SPA prior to any termination of the SPA as set forth above. It is further understood and agreed that a Guaranteed SPA may not be terminated because of a health condition (e.g., a heart condition or disease) which has rendered the Player unable or unfit to play or train during the year in which the health condition is discovered, provided that, if the Player had knowledge of the health condition prior to signing the SPA, the Player must have disclosed the health condition to the NWSL and the Player's Team prior to signing the SPA. Nothing in this section shall prevent the NWSL and/or Team from terminating a Guaranteed SPA prior to the end of its term for any reason other than those delineated above in this section and consistent with the CBA or by mutual agreement with the Player.

- (d) Upon any termination of this Agreement by either the Player or NWSL, all obligations of NWSL to the Player, including without limitation any obligation to pay any amounts to the Player shall cease on the effective date of termination, except as expressly stated in the CBA.
- (e) If NWSL terminates this Agreement for any reason(s), including for misconduct other than gross misconduct, and the individual is no longer employed by the NWSL, the Player shall become eligible to elect continuation coverage under COBRA, in accordance with applicable law. Except as provided in the CBA, the former Player shall be responsible for payment of the COBRA premium.

5. Trades, Loans and Transfers

- (a) Commencing with the 2025 Preseason, the Player may be relocated to another Team in the League only with the Player's consent and as otherwise consistent with the CBA.
- (b) NWSL shall have the right during the Term of this Agreement to loan the Player's services or at any time to transfer, assign and/or sell the rights to the Player's services to any professional soccer team or league outside of NWSL provided that the Player consents to any such loan, transfer, assignment, or sale and as otherwise consistent with the CBA.
- (c) NWSL and the Player agree that any loan, transfer, assignment or sale of NWSL's rights to the

Player Name: First Last

Player's services shall only be made in accordance with all applicable rules and regulations of FIFA and any relevant governing body provided such rules and regulations do not conflict with any provisions or remedies set forth in this Agreement (including the Schedule) or New York state law, including but not limited to NWSL's right to seek relief (whether injunctive or otherwise) as set forth in Section 13 below, and the CBA, or other applicable federal or state law. In the event such conflict does exist, the provision or remedies set forth in this Agreement (including the Schedule) and New York state law shall prevail, unless inconsistent with the CBA.

- (d) A copy of the relevant FIFA rules and regulations is available from NWSL upon request.

6. Notices

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

If to NWSL, at:

292 Madison Avenue, 3rd Floor
New York, NY 10016
Notice@nwslsoccer.com

Attention: Vice President, Player Affairs

With a copy to: Chief Legal Officer

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

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



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

Attention: Executive Director

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

(a) The Player acknowledges they have granted and assigned to the NWSLPA, for its use or further assignment or licensing, the exclusive worldwide right to their Player Likeness consistent with their group licensing assignment to the NWSLPA.

(b) The NWSL recognizes that Players have authorized the NWSLPA to act as their exclusive worldwide agent for group Licensing including the use and exploitation of Group Rights. The NWSL agrees that neither it nor any of its Teams or affiliates shall acquire, seek to acquire, induce others to acquire, or assist others in acquiring such rights, or interfere with any Player's conveyance of such rights, except as otherwise explicitly agreed in writing between NWSLPA (or any of its affiliates) and the NWSL (or any of its affiliates).

(i) The Player agrees that during the Term of this Agreement, NWSL and the Team shall have the right to create or have created Embodiments, individually and/or as part of a group, including at or in connection with any Team training, games (including Player features for game broadcasts), promotional activities, and/or other League or Team related activities.. The Player also agrees to be available during the Term of this Agreement, individually or with other Players on their Team or in NWSL, to have Embodiments created at such reasonable times and places as NWSL or the Team shall designate.

A. The Player agrees NWSL and/or the Team shall have Promotional Rights with respect to any Embodiments.

B. All rights, including but not limited to copyright, worldwide in any Embodiments shall belong to NWSL.

C. All rights in the Embodiments and all Promotional Rights with respect to such Embodiments shall be exclusive, irrevocable and survive the expiration or termination of the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated).

(ii) For clarity, the foregoing grant does not confer, during or after the Term of this Agreement, any right or authority to use Player Likeness or use any Embodiments, in a manner that constitutes any endorsement (implied or otherwise) by Player of a third-party brand, product or service.

(c) The Player acknowledges that NWSL may further sub-license or assign all rights granted or assigned to NWSL in this Section 7 without Player's further approval or consent. The Player further understands and agrees that at the conclusion of the Term of this Agreement (and without regard to the circumstances in which this Agreement expires or is terminated), NWSL and its sub-licensees and/or assignees shall continue to have Game Rights (as defined below), the Promotional Rights and the other rights granted herein except as limited by the CBA or any Commercial Rights Agreement with the NWSLPA (including any amendments thereto); such rights granted to NWSL and/or the Team shall be irrevocable and shall survive the expiration or termination of the Term of this Agreement.

(d) The Player agrees that they shall not: (i) use the name or logo of the Team, the League or NWSL for any purpose unless they shall have received the prior written consent and approval of NWSL (which may be withheld in NWSL's sole and absolute discretion); or (ii) unless they shall have received the prior written consent and approval of NWSL (which may be withheld in NWSL's sole and absolute discretion), use or make any endorsements or commercial appearances, sponsor any products, consent to the use by any third party of any Player Likeness, (aa) in which Player appears, either alone or with others, in any official NWSL attire or Team uniform, in any attire which closely resembles or is substantially similar to any official NWSL attire or Team uniform, or in any attire whatsoever bearing or displaying the marks and/or logos of either NWSL or any Team, or (bb) in which they appear together with two (2) or more other members of the Team or NWSL Players in which the Player and the other members, either directly or indirectly, identify themselves as members of the Team or NWSL, regardless of their attire, or (cc) in which they either directly or indirectly identify themselves as a member of the Team or NWSL.

The Player agrees that, except as specified in Paragraph 9(f), they shall wear and/or display only such clothing, equipment and other personal items as are endorsed by NWSL or the Team (and shall

Player Name: First Last



promptly obey and comply with any and all other guidelines and directives hereinafter issued by NWSL or the Team regarding apparel and/or equipment, permitted or not permitted to be worn or utilized by members of the Team), at Team games, practices or training camps, at Team clinics, Player appearances or other events sponsored or arranged by the Team or NWSL, and/or while traveling with the Team.

The Player shall not display any logo upon or endorse, or agree to display any logo upon or endorse, any item of on- field equipment which is not produced by the Team's Official Equipment Supplier, except for goalkeeper's gloves and footwear, which may display the logo of official League suppliers.

- (e) Subject to the terms of this Agreement, the Player may enter into any endorsement agreements and may make commercial appearances and may be sponsored by any entity, whether for pay or value-in-kind, on behalf of themselves or any third party; provided, however, that the Player shall not make any such endorsement, commercial appearance or sponsorship which NWSL determines, in its reasonable discretion, would be detrimental to or inconsistent with (i) the development of soccer in the United States or (ii) the reputation, integrity or image of NWSL or the Team. The Player acknowledges, however, that they may not enter into any contracts or other arrangements for endorsements, commercial appearances or sponsorships which would be inconsistent with or impose restrictions on NWSL's or the Team's right to require the Player to have their picture taken or Embodiment created for any of the purposes set forth in sub-paragraph (b) or (c) above or (f) below. The Player further acknowledges that all such contracts or other arrangements for endorsements, commercial appearances or sponsorships must be disclosed to NWSL on Exhibit I of the Schedule, to be promptly updated by the Player from time to time as necessary.

- (f) The Player agrees that NWSL shall have the exclusive, irrevocable right, during and after the Term of this Agreement (and without regard to

the circumstances in which this Agreement expires or is terminated) to use, distribute, and/or license, worldwide in any and all media now or hereafter known, the Embodiments created by or for NWSL of any performance by or activity of the Player, including during any NWSL or Team-

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related activities, training and/or games (including any features containing the Player during any broadcast, in which Player is associated with or bears any marks, logos or identification of NWSL or a Team, by any means of distribution or other communication, audio and/or visual, including but not limited to home video devices, broadcast, telecast or other transmission or communication (such as, but not limited to radio, satellite radio, television, pay television, cable television, satellite television, internet, microwave or telephone, and any form of cassette, cartridge, laser disc, CD, DVD or other system, or any other means of distribution, whether known or unknown, presently existing or hereafter developed), together with any and all advertising and promotion, in any and all media now or hereafter known, relating thereto ("Game Rights"). After the Term of this Agreement the Player agrees that NWSL shall continue to have the rights set forth herein.

8. WARNING, WAIVER, AND RELEASE

- (a) Player acknowledges that soccer is an activity in which injuries can occur. Player understands and acknowledges that there are risks of personal injury inherent in participating in soccer try-outs, training, testing, and competition, and that Player risks death and personal injury, including but not limited to: concussions, COVID-19 (and/or its variants) exposure or illness, paralysis, sprains, fractures, muscle tears or strains, dislocations, or dismemberment, while participating in these activities. Player expressly and voluntarily assumes all risk vis-a-vis the Released Parties (as defined in Subsection (b), below) of death and personal injury sustained while participating in try-outs, training, testing, and competition, including the risk of active or passive negligence and hidden, latent, or obvious defects in any of the facilities or equipment used, other than gross negligence or willful or wanton misconduct of any of the Released Parties (as defined in Subsection (b) below).
- (b) Player, for Player's self and on behalf of their heirs, assigns, and next of kin, hereby releases, forever discharges, holds harmless, and promises not to sue NWSL or any member Team, their respective officers, directors, members, officials, agents, or employees ("Released Parties") with respect to any and all liabilities, claims, demands, or causes of action, whether known or unknown ("Claims") arising out of any participation in any try-out, training, testing, or competition at the



request of or while providing services to the NWSL or Team, except that which is the result of gross negligence and/or willful or wanton misconduct. PLAYER AGREES THAT THIS RELEASE INCLUDES, BUT IS NOT LIMITED TO, ALL CLAIMS ARISING OUT OF THE ACTIVE OR PASSIVE NEGLIGENCE, AND HIDDEN, LATENT, OR OBVIOUS DEFECTS IN ANY OF THE FACILITIES OR EQUIPMENT USED, OTHER THAN GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT, OF THE RELEASED PARTIES.

It is further understood that nothing contained in this release shall constitute a waiver of any workers' compensation claim(s) the Player may have, or any provisions in the CBA.

9. Extension or Opt-Out to the Term of This Agreement

- (a) The terms of the Schedule to this Agreement and the CBA shall govern any extension or opt-out to the term of this Agreement. Such extension or opt-out to the term of this Agreement may be initiated through (i) a unilateral option or opt out by either Player or NWSL; or (ii) a mutual option.

10. Representations and Warranties

- (a) The Player represents and warrants as follows: (i) that they are not obligated to play soccer in or for any other league or team during the Term of this Agreement other than the League or the Team or the Player's national team; (ii) unless expressly and specifically otherwise provided in this Agreement or the CBA, that by virtue of this Agreement NWSL owns their international registration and their playing rights, and that neither the Player nor any third party has any rights therein or will attempt to assert any rights therein against NWSL; (iii) that they are free to enter into this Agreement and that their doing so does not violate any other agreements to which they may be a party; (iv) that they do not and will not, either directly or indirectly, own any stock or hold any other ownership or financial interest in NWSL or any Team Operator, or a Related Entity of either of them; (v) that by signing this Agreement they understand and accept that they may be waiving any remaining National Collegiate Athletic Association eligibility or college scholarship or grant they might otherwise have; (vi) that they have and shall maintain a valid passport and are able to undertake such

Player Name: First Last

international travel as may be required pursuant to this Agreement; (vii) that, other than as set forth in the Schedule, they know of no physical or mental conditions that could impair their ability to play skilled professional soccer during the Term of this Agreement and they have not knowingly concealed any such conditions; (viii) that, other than Player Sponsor Agreements, they are not a party to any agreement which would require them to wear or in any way endorse any product or would prevent them from wearing or endorsing any other product; (ix) that they have not breached any previous Standard Player Agreement with NWSL, in particular but without limitation, in connection with the provisions governing endorsement contracts; and (x) that their date of birth as it appears on the Signature Page is true and correct.

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

11. Rules, Regulations and Discipline

- (a) The Player shall promptly obey and comply with all NWSL rules and regulations not inconsistent with the CBA, as in existence from time to time and shall be subject to the disciplinary provisions of such rules and regulations, which may include the suspension for one or more pay periods or termination of this Agreement.
- (b) The Player expressly acknowledges NWSL's and the Team's right to initiate discipline, including suspensions (with or without pay) and the imposition of fines, in accordance with the applicable rules, regulations, bylaws, and orders, and the CBA.
- (c) NWSL shall deduct from any amounts due under Section 3 any fines or penalties levied against the Player by NWSL and/or the Team unless the amount of a fine or penalty exceeds \$250 and is under appeal in accordance with the Grievance Procedure set forth in the CBA.



- (d) NWSL's obligation to make any payments or provide any benefits may be suspended or this Agreement terminated if the Player is, or has been found to be, convicted of, or pleads nolo contendere to a felony.
- (e) Without limitation to sub-Sections (a) to (d) above, the Player specifically acknowledges that if: (i) they (or any person or entity acting in association with them) receive any payment, in cash or in kind, from or enter into any agreement with, the Team Operator or a Related Entity of the Team Operator or a third party acting in association with the Team Operator involving any consideration to be paid or made available (directly or indirectly) to the Player; or (ii) they (or any person or entity acting in association with them) is involved in any attempt to fix, throw or affect the outcome or course of any NWSL game; or (iii) they (or any person or entity acting in association with them) give or offer to give a bribe or gamble on the outcome of any NWSL game or any other organized soccer game; or (iv) they fail to report to NWSL or the Team any attempt by any person to give or receive a bribe or to fix, throw or improperly affect the outcome or course of any game; or (v) they make statements or engage in conduct which in the Commissioner's reasonable opinion is grossly prejudicial to the best interests of the Team, NWSL, soccer or the League; or (vi) they are in breach of Section 4(c) of this Agreement, they shall be subject to discipline by NWSL and/or the Team in accordance with the provisions of this Agreement and in accordance with the CBA which may include, but shall not be limited to, fines, suspension (with or without pay) or termination of this Agreement, consistent with the terms of the CBA.

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

- (a) The Player agrees to notify the Team's coach, trainer or physician of any illness, injury or other medical condition contracted or suffered by them which may impair or otherwise affect, either immediately or over time, their ability to play skilled professional soccer.
- (b) Prior to the start of the Player's participation in each League Season with NWSL, the Player shall submit to a Pre- Competition Medical Assessment in accordance with the CBA, complete medical and physical examination by a physician designated by NWSL or the Team and shall answer completely and truthfully all questions

Player Name: First Last

asked of them with respect to their physical and mental condition. Any disputes over the Player's fitness to play shall be governed by the procedures specified in the CBA. If pursuant to the CBA it is determined that the Player is not fit to play, NWSL shall have the option to either (i) accept the Player as is; and/or (ii) fine and/or suspend the Player with or without pay to the extent consistent with the CBA; and/or (iii) terminate this Agreement without further obligation upon either party to the extent consistent with the CBA.

- (c) In addition to the provisions of sub- Section (b) above, the Player agrees to submit, on reasonable dates and times, to such reasonable additional medical examinations as may be requested by NWSL or the Team, and approved by NWSL, and not inconsistent with the CBA. The Player may request additional opinions consistent with the CBA. Nevertheless, the Player shall be in breach of this Agreement if they fail to submit to treatment recommended by a qualified medical specialist within a reasonable period of time following the injury or the first recommendation of treatment, unless inconsistent with any applicable second opinion under the CBA.
- (d) Unless otherwise payable to the Player pursuant to NWSL's workers' compensation insurance, if any, or otherwise, should the Player be injured (including aggravation of a pre-existing injury) in the performance of their duties under this Agreement during the Term of this Agreement, NWSL shall be responsible (via health insurance or otherwise) for payment of the Player's hospitalization and medical expenses incurred as a result of the injury to the extent provided in the CBA.
- (e) If the Player is injured (including aggravation of a pre-existing injury) during the Term of this Agreement in the performance of their duties under this Agreement, and the injury is such as to render them unfit to play skilled soccer for all or any part of the current League Season, NWSL shall while such an injury persists continue to pay the Player the amount and benefits set forth on the Schedule pursuant to sub-Section 3(a) above, less any workers' compensation benefits payable to the Player.
- (f) Any remuneration payable by NWSL to the Player under this Agreement shall be reduced by the amount of any monies payable to the Player under NWSL's workers' compensation insurance or



disability insurance (excluding any award for permanent disability).

- (g) If the Player is unavailable for any reason other than injury as set forth in sub- Section (e) above, or as otherwise provided in the CBA, NWSL shall not be obligated to pay the Player any amounts or make available any benefits under this Agreement pending the Player's availability to play, unless otherwise required by the CBA or unless NWSL determines, in its sole discretion to continue compensation and/or benefits.
- (h) The Player hereby consents to be subject to: (i) drug testing conducted in accordance with any NWSL Substance Abuse Policy; (ii) drug testing conducted pursuant to any drug testing agreement between the United States or Canada, or the U.S. or Canadian Olympic Committees, and one or more other countries, or the respective appropriate representatives thereof, and to the penalties set forth in any such agreement; and (iii) drug testing conducted at the request of FIFA, the USSF, the Canada Soccer Association ("CSA"), or NWSL and the rules and regulations of FIFA, the USSF, and the CSA, and the penalties incident thereto.
- (i) The Player shall, if requested to do so by the physician designated by NWSL or the Team, release their prior medical records so that such physician may properly examine, diagnose, and treat the Player. In addition, the Player agrees to the release of their medical records (including entrance and exit physicals, as well as any information gained by the Team physician during the course of their employment) to other NWSL and/or Team physicians, officials, and to the workers' compensation insurance company of NWSL, unless otherwise constrained by the CBA.

13. Player's Unique Skill and Breach of Agreement

- (a) The Player represents and agrees that they have extraordinary and unique skill and ability as a soccer player, that the services to be rendered by them under this Agreement are difficult to replace, and that any breach by the Player of this Agreement could cause irreparable injury to NWSL and to its assignees (including the Team). In addition, the Player understands and acknowledges that failing to report to training, games, appearances, and/or demonstrations for a non-medical reason ("Holding Out") constitutes a breach of this Agreement and is extremely disruptive to the operation of the League.

Player Name: First Last

Therefore, it is agreed that in the event that the Player is, during the Term of this Agreement, Holding Out or playing, attempting or threatening to play, or negotiating for the purpose of playing for any other person, firm, corporation, team or organization, without the prior written consent of NWSL, then NWSL and its assignees (including the Team), in addition to any other remedies that may be available to them under the law and without prejudice to any rights they may have under Section 14 below, shall have the right, in their sole and absolute discretion, either to (i) obtain from any court having jurisdiction, such equitable relief as may be appropriate, including but not limited to a decree enjoining the Player from any further such breach of this Agreement, and from playing soccer for any other person, firm, corporation or organization during the Term of this Agreement without posting a bond or other security or proving actual damages, or (ii) utilize the expedited arbitration mechanism provided in sub-Section 13(b) below. In any suit or arbitration brought to seek such relief pursuant to sub-Section 13(a)(i) or (ii) herein, the Player hereby waives their right, if any, to trial by jury.

- (b) If the Player in violation of this Agreement breaches this Agreement by Holding Out or by playing, attempting to play or threatening to play for any other soccer team other than the Team, NWSL shall, at its sole election, be entitled, in lieu of proceeding in court or in accordance with Section 14(b)(i) and (ii) below, commencing a claim before the FIFA Football Tribunal, to an expedited arbitration to resolve the dispute as follows: (i) NWSL shall make a written demand for arbitration to the Judicial Arbitration and Mediation Service ("JAMS") and shall notify the Player of its demand pursuant to Section 15 of this Agreement. (ii) The JAMS shall appoint an arbitrator and convene a hearing at the earliest possible time, but in no event later than seventy-two (72) hours after its receipt of the demand for arbitration. The Player and NWSL agree to cooperate with the JAMS in the appointment of an arbitrator. If the Player and NWSL cannot agree on the arbitrator within forty-eight (48) hours after the demand for arbitration is filed, the JAMS shall appoint the arbitrator. No discovery shall be permitted. In the event the JAMS is unable to appoint an arbitrator and convene a hearing within the seventy-two (72) hour time period, NWSL shall have the right (in its sole and absolute discretion) to seek such equitable relief as may be appropriate including, but not limited to, an injunction, preliminary injunction and/or



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

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

14. Dispute Resolution

- (a) The parties agree that disputes between them shall be dealt with strictly in accordance with the terms set out in this Agreement. Therefore, except for an action brought pursuant to the provisions of Section 13 above or where NWSL and/or its assignees (including the Team) and/or Player exercise their rights under Section 14(b) below, the parties agree that disputes relating to or arising out of this Agreement shall be dealt with exclusively at a national level in accordance with the Grievance Procedure set forth in the CBA.

Player Name: First Last

- (b) Any dispute arising between the NWSL and/or a Team and the NWSLPA and/or impacted Players shall be dealt with exclusively at a national level subject to the grievance procedure in **Article 18** of the CBA or as set forth in the SPA, as applicable, except only that where such dispute involves both (i) a unilateral termination of the SPA; and (ii) there is an "international dimension" (as defined by FIFA regulations and associated commentary), the Player or NWSL and/or the Team may elect to submit such disputes to the competent body of the FIFA Football Tribunal for resolution. Nothing contained herein shall preclude use of the grievance procedure for any issues not resolved by the competent body of the FIFA Football Tribunal that are otherwise subject to the NWSL and the NWSLPA's grievance procedure.
- (c) The Player and NWSL further agree that if either of them brings an action in any court of law or other forum to rule on, or enforce rights under, this Agreement or rights under any federal or state statute (including any rule or regulation promulgated thereunder), other than as expressly contemplated in the Agreement, such action shall be barred to the fullest extent possible as a result of the exclusive remedy provided in sub- Section (a) above.
- (d) The Player hereby acknowledges and agrees that: (i) the Team shall be entitled to rely upon the terms of this contract; and (ii) accordingly, in addition to NWSL, the Team shall have the right and standing to enforce the terms of this Agreement for and on behalf of NWSL and itself before any competent body or court of FIFA, consistent with this Agreement and the CBA.

15. General Matters

- (a) In any case where a term in the Schedule directly contradicts any term contained in the body of this Agreement, the term in the Schedule shall prevail, and nothing contained in the body of this Agreement shall be taken to override the terms of the Schedule.
- (b) The Player and the NWSL / Team hereby agree that the following provisions in the FIFA Regulations on the Status and Transfer of Players (including the Application Regulations referenced therein) shall not apply to this Agreement as follows: (i) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Article 18, Paragraph 2 (and any



replacements or successors thereof). The Player agrees and understands that this Agreement shall be for the term set forth herein (which may be for less than one (1) year, and which shall include any extensions thereto pursuant to Section 5 above and/or the Schedule and be consistent with applicable provisions of the CBA). (ii) Chapter IV. Maintenance of Contractual Stability Between Professionals and Clubs, Articles 14 (Terminating a contract with just cause) and 14bis (terminating a contract with just cause). The Player agrees that they hereby waive any right they may have pursuant to Chapter IV, Articles 14 and 14bis of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement prior to the conclusion of the Term of the Agreement (as defined in Section 1 above). The Player agrees and understands that this Agreement and the CBA provide the standard applicable for termination of this Agreement. (iii) Chapter IV. Maintenance of Contractual Stability between Professionals and Clubs, Article 15 (and any replacements or successors thereof). The Player agrees that they hereby waive any right they may have pursuant to Chapter IV, Article 15 of the FIFA Regulations on the Status and Transfer of Players to terminate this Agreement for sporting just cause. (iv) without prejudice to Section 14 above, Chapter VIII. Jurisdiction, Articles 22 and 23 (and any replacements or successors thereof). The Player agrees that the sole and exclusive dispute resolution procedures available for resolving any disputes between themselves and NWSL and/or any Team are as set forth in Sections 13 and 14 of this Agreement and in the CBA.

- (c) Notice to Player. This SPA is not intended to set forth or embody all of the rights, benefits, and privileges to which you may be entitled pursuant to the CBA, NWSL policies, rules, and regulations, or applicable law. Player is encouraged to review the CBA, NWSL Anti-Harassment Policy, and the NWSL Player-Involved Investigation Protocol.
- (d) This Agreement shall be construed as a whole in accordance with its fair meaning and the laws of New York. The parties agree that in the event there is a conflict between the terms of this Agreement and the rules, regulations and/or guidelines of FIFA, the terms of this Agreement shall prevail. The parties further agree that in the event a provision in this Agreement is consistent and/or legal pursuant to New York law but is inconsistent with or in contravention of a rule, reputation and/or guideline of FIFA, New York law shall

Player Name: First Last

prevail, and the provision shall be deemed valid and enforceable. Finally, the parties agree that the language of this Agreement shall be construed neutrally and without regard for which party drafted the Agreement.

- (e) This Agreement and its terms shall remain private and confidential among NWSL, the Player, the Team, the NWSLPA, and USSF, except that individual Players may discuss their compensation and benefits. Otherwise, each party agrees that it will not release or discuss this Agreement or its terms with anyone other than the Player's agent or attorney, or the accountants or attorneys of the relevant party, without the prior written consent of the other party, unless required to do so by law.
- (f) Any amendment to this Agreement must be in writing specifically referring to this Agreement and signed by duly authorized representatives of all the parties to this Agreement. The Player expressly acknowledges that no promises or commitments have been made other than those set forth in this Agreement and in the CBA.
- (g) The Player and NWSL hereby understand, acknowledge, and agree that, during the Term of this Agreement, the Player is employed by NWSL for the services as set forth herein.
- (h) If any provision of this Agreement is determined to be invalid or unenforceable, the court or arbitrator making such determination shall have the authority to modify the provision to the extent necessary to make it valid or enforceable and the provision (as so modified) and the remaining provisions of this Agreement shall be enforced in the accordance with their terms, unless otherwise prescribed in the CBA.
- (i) The Player shall be made available upon request to the USSF, CSA or their national association for international games, FIFA and CONCACAF tournaments, and Olympic Games competition, including preparation, qualification, and final tournament games in accordance with FIFA rules and USSF bylaws.
- (j) Except as otherwise set forth herein, the failure of NWSL to assert or enforce any of its rights under this Agreement shall not be construed as a waiver of NWSL's right to subsequently assert or enforce any of its rights under this Agreement or any other Standard Player Agreement currently in effect or to which NWSL in the future becomes a party.



- (k) The Player acknowledges and agrees, by signing this Agreement below, that they have received and read in full the terms of this NWSL Standard Player Agreement and are in agreement with them.

- (l) To the extent any of the terms of this SPA, including the Schedule and any other attachments hereto, conflict in any manner whatsoever with the Commercial Rights Agreement (“CRA”) or with the CBA, the terms of the CRA or CBA (as applicable) shall govern, irrespective of whether the CRA or CBA is specifically mentioned in a particular Section or not. The parties agree that PDF or facsimile signatures shall have the same effect as original signatures.

Signature Page Follows

Player Name: First Last



SIGNATURE PAGE

PLAYER

Player Name: _____
(Print)

Date of Birth: _____
(Month Day, Year)

Street Address: _____
(Street) (City) (State, Country) (Zip)

Player Telephone: _____

Player Email: _____

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

Agent Name: _____
(Print)

Agent FIFA License Number: _____

Agent Telephone: _____

Agent Email: _____

PLAYER SIGNATURE:

First Last

Date

AGENT SIGNATURE:

First Last

Date

NATIONAL WOMEN'S SOCCER LEAGUE, LLC SIGNATURE:

First Last

Date

EXHIBIT 2
APPROVED HOTEL LIST

EXHIBIT 3
PRE-COMPETITION MEDICAL ASSESSMENT

SIDE LETTERS



SIDE LETTER OF AGREEMENT NO. 1

Date: 25 April 2022
Re: CBA Article 7, Section 7.7 - FIFA Circular #1787

This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning the application of FIFA Circular No. 1787 to Section 7.7 of the Collective Bargaining Agreement ("CBA") entered into between the parties effective February 1, 2022.

Section 7.7 of the CBA states in relevant part:

Unless terminated consistent with the SPA and this Agreement, a Player's SPA will have a term that ends no sooner than December 31 of the calendar year in which the SPA commences. The current exceptions are the following categories of short-term contracts: National Team Replacement, Season-Ending Injury, Short-Term Injury, Goalkeeper Replacement, or loaned Player contracts. The terms of all short-term contracts must otherwise comply with this Agreement.

On or about February 24, 2022, Russia invaded Ukraine, a circumstance that was not contemplated by either party during CBA negotiations. On or about March 16, 2022, FIFA issued "FIFA Circular No. 1787," which amended its rules for players currently registered with clubs in Ukraine (UAF) and Russia (FUR) to suspend their contracts with those clubs. More particularly, contracts with Ukrainian clubs are automatically suspended until June 30, 2022, and if a player is able to sign with another club and federation, the length of contract will not be limited. In Russia, a player may unilaterally suspend their contract with a Russian club until June 30, 2022, and if a player is able to sign with another club and federation, the length of contract will not be limited. These provisions came into effect as of March 7, 2022, and FIFA has not announced an end date for these stipulations; only that they will review them as the situation warrants them.

Given the guidance from FIFA and these extraordinary circumstances, the NWSL and NWSLPA agree FIFA Circular No. 1787 warrants an exception to Section 7.7 of the CBA until June 29, 2022 such that players coming to the NWSL from the Ukraine or Russia may temporarily enter into SPA's that terminate on June 30, 2022. The NWSL will inform the NWSLPA of any Players who are using this temporary interpretation in writing and receive affirmation of agreement from the NWSLPA prior to the SPA being fully executed. The NWSL and NWSLPA will revisit and review this agreement at any time and specifically when additional information and guidance is provided by FIFA concerning the circumstances in Ukraine. This Side Letter has no binding or precedential effect as to what positions either side may take concerning any future guidance provided by FIFA.

Each Party represents and warrants that it has been duly authorized to enter into this Side Letter of Agreement. Further, this temporary agreement is entered into due to the extraordinary circumstances of the Russian invasion of Ukraine and shall have no precedential value or



prejudice to any other interpretation of the CBA or either party's rights or remedies as to any term of the CBA.

AGREED TO BY:

FOR NWSL:

DocuSigned by:
Jessica Berman
7661482DE8D04C6...

Jessica Berman (Commissioner)

5/2/2022

DATE

FOR NWSLPA:

DocuSigned by:
Meghan Burke
04B87FFD6AD64D0...

Meghann Burke (Executive Director)

5/2/2022

DATE



SIDE LETTER OF AGREEMENT NO. 2

Date: May 2, 2022
Re: CBA Article 8, Section 8.1 & Section 5.2 – Payroll Cadence

This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning an interpretation of the Collective Bargaining Agreement (“CBA”) entered into between the parties effective February 1, 2022, as it relates to the frequency of payment of salaries pursuant to Section 8.1 and the collection of dues pursuant to Section 5.2.

Section 8.1 of the CBA states in relevant part:

Payment of Players’ salaries shall be in consecutive monthly installments **(unless greater frequency is required by applicable law)**, and monthly installments shall be prorated for any portion of a month in which the Player is employed by NWSL. (emphasis added)

Of the twelve (12) teams currently operating in NWSL, seven (7) are located in states with “applicable law[s]” that require the cadence of pay to occur twice per month (biweekly or semi-monthly). NWSL administers payroll for all Players across the League. The parties, therefore, agree that the phrase, “unless greater frequency is required by applicable law” shall be interpreted to mean that payroll shall be administered on a biweekly basis for all NWSL Players.

Further, Section 5.2 states in relevant part:

The NWSL will deduct, monthly, from the salary (base compensation) of each Player who voluntarily authorizes and directs such deduction in accordance with this Article, an amount equal to the periodic dues and any assessments of the NWSLPA.

Due to the interpretation of Section 8.1 that warrants a change to a biweekly payroll schedule, the parties further agree that Section 5.2 is interpreted such that the NWSL will deduct dues periodically on the same schedule that Players are paid. As such, dues shall be deducted on a bi-weekly basis, consistent with the interpretation of Section 8.1 above.

Each Party represents and warrants that it has been duly authorized to enter into this Side Letter of Agreement clarifying an issue of interpretation. This Side Letter of Agreement shall have no precedential value or prejudice to any other interpretation of the CBA or either party’s rights or remedies as to any term of the CBA.



AGREED TO BY:

FOR NWSL:

DocuSigned by:

Jessica Berman

7661482DE8D04C6

Jessica Berman (Commissioner)

5/6/2022

DATE

FOR NWSLPA:

DocuSigned by:

Meghan Burke

04B87EED6AD64D0

Meghann Burke (Executive Director)

5/6/2022

DATE



SIDE LETTER OF AGREEMENT NO. 3

Date: May 5, 2022
Re: CBA Article 21 – Locker Room Access & Media

This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning an interpretation of the term “media” in Article 21 of the Collective Bargaining Agreement (“CBA”) entered into between the parties effective February 1, 2022.

Article 21 of the CBA states in relevant part: “Locker rooms, however, shall be closed to the media.” The parties agree that the term “media” as it relates to this sentence shall not include one (1) photographer or videographer retained either by NWSL or a Team’s broadcast or media partner over whom NWSL or its Teams retain editorial control and who is accompanied by one (1) NWSL or Team employee who shall ensure that the photographer or videographer does not capture content of a player dressing or receiving treatment. Such access is limited in scope and duration to capturing a coach or player’s pregame or halftime speech. The photographer or videographer shall unobtrusively enter the locker room just prior to the speech and exit immediately thereafter.

Should NWSL or one of its Teams seek content beyond the parameters outlined above, the request shall be submitted in writing to the Executive Director of the Players Association at least seventy-two (72) hours in advance of kickoff of the applicable game. The Players Association may consider the request but retains the right to deny the request in its sole discretion. Any request that is not timely submitted or which is not responded to shall be deemed denied.

AGREED TO BY:

FOR NWSL:

DocuSigned by:
Jessica Berman
7661482DE8D0466...

Jessica Berman (Commissioner)

5/6/2022

DATE

FOR NWSLPA:

DocuSigned by:
Meghan Burke
04B87FFD6AD84D0...

Meghann Burke (Executive Director)

5/6/2022

DATE



SIDE LETTER OF AGREEMENT NO. 4

Date: 11 May 2022
Re: CBA Article 13, Section 13.3 – COVID-19 Replacement Players

This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning Section 13.3 of the Collective Bargaining Agreement ("CBA") entered into between the parties, effective February 1, 2022.

Section 13.3 of the CBA states in relevant part:

Mechanisms for Acquiring Players' Rights: The current mechanisms for Teams to acquire Players' rights are Free Agency, the NWSL Entry Draft or an Expansion Draft, Transfers, Trades, Distribution, Waiver Wire, Short-Term Injury, Season-Ending Injury, Goalkeeper Replacement, National Team Replacement Player, and the Discovery Process.

On March 11, 2020, the World Health Organization (WHO) declared the novel coronavirus (COVID-19) outbreak a global pandemic. Since then, the NWSL has been operating with "Medical Protocols" to manage the pandemic to create a safe environment for all Players and personnel. More particularly, the 2022 NWSL Medical Protocols require that any Player who tests positive for COVID-19 must not participate in soccer activities for a minimum period of five (5) days, including player in games.

Given the extraordinary circumstances that continue to arise and the need to ensure Player Health and Safety, the NWSL and NWSLPA agree the pandemic warrants an exception to Section 13.3 of the CBA until July 15, 2022, where Teams who are unable to field eighteen (18) healthy Players for any competition may sign "COVID-19 Replacement Players" to ensure the Team has a full roster available for competition. The Team is limited in the number "COVID-19 Replacement Players" to the number of Players necessary to meet a minimum of eighteen (18) healthy Players. These "COVID-19 Replacement Players" would follow the same process and polices governing the signing and release of "National Team Replacement Players." This exception may only be continued with agreement of both parties at the conclusion of the temporary period, after considering input from the NWSL Medical Task Force and NWL Chief Medical Officer, if provided at or before the conclusion of the temporary period.

Each Party represents and warrants that it has been duly authorized to enter into this Side Letter of Agreement. Further, this temporary agreement is entered into due to the extraordinary circumstances of the ongoing COVID-19 pandemic and shall have no precedential value or prejudice to any other interpretation of the CBA or either party's rights or remedies as to any term of the CBA.



AGREED TO BY:

FOR NWSL:

DocuSigned by:

Jessica Berman

7661482DE8D04C6...

Jessica Berman (Commissioner)

5/13/2022

DATE

FOR NWSLPA:

DocuSigned by:

Meghann Burke

04887EED6AD64D0

Meghann Burke (Executive Director)

5/13/2022

DATE



SIDE LETTER OF AGREEMENT NO. 5

Date: October 5, 2022
Re: CBA Article 21 – Media Appearance

This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning an interpretation of the term “Media Appearance” in Article 21 of the Collective Bargaining Agreement (“CBA”) entered into between the parties effective February 1, 2022.

Article 21 of the CBA states in relevant part: “All Media Appearances shall be conducted in the venue of a game or practice site.” The parties agree that the term “Media Appearance” as it relates to this sentence shall not include media day in connection with the League championship game. Media day, in connection with the League championship game, may be conducted in a venue other than the game or practice site provided that the following conditions are met:

- a) Players shall be stationed inside the selected venue and protected from weather conditions;
- b) Players shall have access to water and snacks;
- c) The duration of media day shall be no more than two (2) hours per Team participating in media day;
- d) Players shall not be expected or required to be on their feet for the duration of media day and seating will be provided;
- e) All media personnel are required to wear a mask or face covering to protect against the spread of COVID-19; and
- f) Once the venue is selected, the NWSL Players Association will have the opportunity to provide input.

Should NWSL or one of its Teams seek additional time beyond the parameters outlined above, the request shall be submitted in writing to the Executive Director of the Players Association at least seventy-two (72) hours in advance of the start time of the scheduled media day. The Players Association may consider the request but retains the right to deny the request in its sole discretion. Any request that is not timely submitted or which is not responded to shall be deemed denied.

AGREED TO BY:

FOR NWSL:

DocuSigned by:
Jessica Berman
7661482DF8D04C6

Jessica Berman (Commissioner)

10/12/2022

DATE

FOR NWSLPA:

DocuSigned by:
Meghan Burke
04B87FFD6AD64D0...

Meghann Burke (Executive Director)

10/12/2022

DATE



SIDE LETTER OF AGREEMENT NO. 6

Date: October 10, 2022
Re: CBA Article 21 – Media Appearance

This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning an interpretation of the term “Media Appearance” in Article 21 of the Collective Bargaining Agreement (“CBA”) entered into between the parties effective February 1, 2022.

Article 21 of the CBA states in relevant part: “All Media Appearances shall be conducted in the venue of a game or practice site.” The parties agree that the term “Media Appearance” as it relates to this sentence shall be extended to include the All-Access show requests in connection with the 2022 League semifinals and League championship games, only. The specific media access requests in connection with the All-Access show may be conducted in venues other than the game or practice sites but shall not exceed the locations and parameters outlined in Schedule A, attached hereto. All other media requests outside of the content included in Schedule A in the connection with the All-Access show shall take place at the game or practice site.

Should NWSL or one of its Teams seek additional requests beyond the parameters outlined in Schedule A, the request shall be submitted in writing to the Executive Director of the Players Association at least seventy-two (72) hours in advance of the start time of the additional media request. The Players Association may consider the request but retains the right to deny the request in its sole discretion. Any request that is not timely submitted or which is not responded to shall be deemed denied.

AGREED TO BY:

FOR NWSL:

DocuSigned by:
Jessica Berman
7661482DE8D04C6...

Jessica Berman (Commissioner)

10/13/2022

DATE

FOR NWSLPA:

DocuSigned by:
Meghann Burke
04B87FFD6AD64D0...

Meghann Burke (Executive Director)

10/13/2022

DATE



SCHEDULE A

NWSL CONFIDENTIAL: THE CHAMPIONSHIP (WORKING TITLE) and CHAMPIONSHIP FINAL [ALL ACCESS SHOW REQUESTS]

*All media personnel will be required to wear masks while around all players and team personnel.

Sunday - 10/23 – Semifinal #1 & Semifinal #2

1 Producer/Videographer and Local Audio

- Winning Team:
 - If Away Team Wins: Bus Ride and Plane Ride Home
 - If Home Team Wins: Evening Celebration [No more than 10 minutes]

Monday 10/24 & Tuesday 10/25

Team A: 1 Producer / 2 Videographers / 1 Audio

Team B: 1 Producer / 2 Videographers / 1 Audio

- Team Meeting [No more than 5 minutes]
- Sit-Down Interview with Players at Facility
- Home Scenes w/Coach + Athlete or 2 Athletes (1 hour)

Wednesday - 10/26 – Travel to DC

Team A: 1 Producer / 1 Videographer on Team Plane

Team B: 1 Producer/ 1 Videographer on Team Plane

1 Producer / 1 Videographer in DC for Airport/Hotel Arrivals

Team A and Team B

- Hotel Check-In [Lobby]
- Meal [No more than 10 minutes]
- Anything Fun as Team [No more than 15 minutes]

Thursday - 10/27 – DC

1 Producer / 1 Shooter floating (local)

- Team A: 1 Producer / 1 Videographer / 1 Audio
 - TBD: Evening Team Activity [No more than 15 minutes]
- Team B: 1 Producer / 1 Videographer / 1 Audio
 - TBD: Evening Team Activity [No more than 15 minutes]

Saturday - October 29, 2022:

No additional access requested outside of Side Letter 3 parameters – locker room access outlined below

- 6:50p
 - Team A: Locker Room Shot (2 Minutes)
 - Team B: Locker Room Shot (2 Minutes)
- 7:55p
 - Team A: Locker Room Shot for CBS Show – Player/Coach Pep Talk (2 Minutes)
 - Team B: Locker Room Shot for CBS Show – Player/Coach Pep Talk (2 Minutes)



SIDE LETTER OF AGREEMENT NO. 7

Date: June 21, 2023
Re: CBA Article 14.2 – Coaching Licensure Pathway

This Side Letter of Agreement memorializes an understanding between NWSL and the NWSL Players Association concerning an interpretation of the term “enrollment costs” in Article 14.2 of the Collective Bargaining Agreement (“CBA”) entered into between the parties effective February 1, 2022.

Article 14.2 of the CBA states in relevant part: “NWSL will provide up to twenty-five thousand dollars (\$25,000) at the beginning of each calendar year to subsidize enrollment costs for current Players who participate in U.S. Soccer’s Coaching License Pathway.” The parties agree that the term “enrollment costs” as it relates to this sentence shall be extended to include travel costs to and from the Coaching License Pathway course(s). For clarity, the total available funds (\$25,000) shall remain unchanged. Players who elect to utilize the funds of Article 14.2 as it relates to travel costs shall submit such travel expenses through a reimbursement process established by the League. Travel costs must be reasonable and shall be submitted to the League for reimbursement no later than thirty (30) days after the conclusion of the Coaching License Pathway course(s).

AGREED TO BY:

FOR NWSL:

DocuSigned by:
Jessica Berman
7661482DE8D04C6...

Jessica Berman (Commissioner)

7/5/2023

DATE

FOR NWSLPA:

DocuSigned by:
Meghan Burke
04B87FED6AD64D0...

Meghann Burke (Executive Director)

7/6/2023

DATE



SIDE LETTER OF AGREEMENT NO. 9

Date: April 15, 2024
Re: CBA Section 16.1: Chicago Red Stars vs. Bay FC, June 8, 2024 | Wrigley Field

This Side Letter of Agreement memorializes an agreement between NWSL and the NWSL Players Association to a one-time, limited exception to the prohibition set forth in Section 16.1 of the Collective Bargaining Agreement ("CBA") entered into between the parties effective February 1, 2022 that states "Further, no games or training shall occur on any surface that requires substantial conversion to the dimensions of a soccer field."

Without prejudice or precedent, the parties agree to a limited, one-time exception to Section 16.1 for the for the Chicago Reds Stars vs. Bay FC match at Wrigley Field on or about June 8, 2024 unless rescheduled on an alternative date to be mutually agreed upon by the parties (the "Match") pursuant to the following terms:

1. NWSL has retained Jerad Minnick, a professional playing surfaces consultant, to conduct an inspection of Wrigley Field on March 18, 2024, and to make recommendations for the safe and professional conversion of Wrigley Field to a soccer field for the Match. Mr. Minnick provided his recommendations to NWSL and the Chicago Red Stars.
2. Chicago Red Stars and/or the operators of Wrigley Field shall adopt and execute Mr. Minnick's recommendations in full.
3. To the extent such meetings have not already occurred, Chicago Red Stars and/or the operators of Wrigley Field shall meet with Bay FC staff and Player Representatives to provide an overview of the steps that will be taken to convert Wrigley Field into a safe and professional playing surface.
4. NWSL and/or the Chicago Red Stars shall arrange for Mr. Minnick to attend and observe the field conversion at Wrigley Field to take place within forty-eight (48) hours of kickoff ("Pregame Inspection") to determine whether his recommendations have been adopted or executed as previously discussed with the Chicago Red Stars and the operators of Wrigley Field. Player Representatives from both Chicago Red Stars and Bay FC shall be invited to attend the Pregame Inspection.



5. Mr. Minnick shall report his findings from the Pregame Inspection to the NWSL and Executive Director Meghann Burke of the NWSLPA no later than noon EST on Match day. If Mr. Minnick determines that his recommendations have not been adequately adopted or implemented or that the field is unsafe to play on, the Players retain the right to abstain from playing the match without penalty.

6. NWSLPA shall not be responsible for any costs associated with the above.

To the extent that the NWSL seeks any future exception to Section 16.1 of the CBA, it may not rely upon this agreement as precedent.

AGREED TO BY:

FOR NWSL:

DocuSigned by:
Jessica Berman
7661482DE8D04C6... 4/16/2024

Jessica Berman (Commissioner) DATE

FOR NWSLPA:

DocuSigned by:
Meghann Burke
04B87FFD6AD64D0... 4/16/2024

Meghann Burke (Executive Director) DATE

SIDE LETTER OF AGREEMENT NO. 11

Date: July 30, 2024
RE: Concerning Team Options in SPAs Entered Into Prior to 2024 CBA Extension*

Team options will be handled in the following manner for all SPAs entered into prior to the 2024 CBA Extension that contain such options:

- SPAs for which an option year or extension year was already exercised pursuant to an “automatic trigger” shall be recognized. For example, where a Player and a Team agreed to objective criteria to trigger an automatic extension of the SPA beyond its Initial Termination Date, such SPA extensions shall be recognized. By way of further example, a Player who entered into a 3+1 that provides for the option to automatically be exercised once the Player plays her first game in the first year of the SPA, then if the Player plays (or has played) her first game in the first year of the SPA, she has validly extended her SPA.
- For Players who have 1, 2, or 3 NWSL Service Years when the option is due to be exercised (i.e., by July 1 in the year preceding the option year), Team may exercise the option without the Player’s consent. Teams may exercise such options, regardless of the existence of free agency for players beginning with the 2025 League Season. For example, if a Player with no prior years of service in the League entered into a 2+1 in 2023 with an Initial Termination Date of December 31, 2024, Player’s Team option for 2025 may be exercised.
- For Players with Team options who will have 4 NWSL Service Years when the option is due to be exercised (i.e., by July 1 in the year preceding the option year), these options shall become mutual options. For example, if a Player with 2 NWSL Service Years entered into a 2+1 in 2023 with an Initial Termination Date of December 31, 2024, Player’s Team option for 2025 may not be exercised without the Player’s consent. If the Player and Team do not agree that the option may be exercised, then such Player shall have Restricted Free Agency rights.
- For Players with Team options who will have 5 or more NWSL Service Years when the option is due to be exercised (i.e. by July 1 in the preceding year preceding the option year), these options shall become mutual options. For example, if a Player with 2 NWSL Service Years entered into a 3+1 in 2023 with an Initial Termination Date of December 31, 2025, Player’s Team option for 2026 may not be exercised without the Player’s consent. If the Player and Team do not mutually exercise the option, then such Player shall have Free Agency Rights.
- Nothing herein shall prevent Teams and Players from mutually agreeing to an extension of an existing SPA.

- The option exercise date for Players with 2025 option years shall be September 1, 2024. However, if a Team does not exercise the option by that date, the Player may begin negotiating as a free agent for the 2025 League Season.

AGREED TO BY:

FOR NWSL:

Signed by:

Jessica Berman

3/25/2025

7661482DE8D04C6
Jessica Berman (Commissioner)

DATE

FOR NWSLPA:

DocuSigned by:

Meghan Burke

3/20/2025

04B87FFD6AD64D0
Meghan Burke (Executive Director)

DATE