**Agreement**
which was prepared and signed on May , 2020

Between  **Club**

 (Hereinafter: **The Club**)

 First Party

**And: Israel Basketball Players Association (IBPA)**on behalf of the club players whose names appear on the list attached hereto (Hereinafter: The "Players") **Annex "A"** which constitutes an integral part of this agreement

 Hereinafter: **The Players' Representation**

 Second Party

Whereas as a result of the coronavirus crisis the Super League's activities have been suspended from March 15, 2020 and until June 1, 2020;

And Whereas Training and games may be held without an audience at this stage as per the guidelines of the Ministry of Health;

And Whereas in the Board of Directors meeting from May 8, 2020, the BSL approved the Super League's return to operations of regular training and games for the completion of the 2019/20 game season, which shall end on July 30, 2020;

And Whereas due to the coronavirus crisis, the Club together with the Players' Representation managed contacts for the purpose of reaching an agreement regarding payment of the salary remainder at the end period of the 2019/20 season only;

And Whereas the Parties seek to enshrine their above agreements within this Agreement.

It is therefore stipulated and agreed between the parties as follows:

Application and Effect

1. This agreement shall apply to the players with Israeli citizenship, who are registered in the Union in the Club and that employee-employer relations existed between them and the Club prior to December 31, 2019, according to the list attached as **Annex "A"** of this agreement and constitutes an integral part thereof.

The original contract of each player in the **Annex "A"** list vis-à-vis the Club, as deposited by the Club for that player with the Budget Auditing Authority in the 2019/20 season, shall hereinafter be referred to as: **"the Original Contract"**.

1. This Agreement shall be in effect only until the end of the 2019/20 game season.

Training and Games Procedure

1. The commencement date for training is Monday, June 1, 2020.
2. The Final Game – The Playoff Final Game shall take place on July 30, 2020 – The date on which the 2019/20 season ends. As of this date, it shall be considered the off-season, with all that entails.
3. The players shall follow the directives of the Ministry of Health and the Ministry of Sports regarding conduct and quarantine for professional sport.

Salary of the Players

1. The salary of the players for the 2019/20 season shall be 75% (seventy-five percent) of the player's total annual salary as the original contract was intended to be (hereinafter: **"the Adjusted Salary"**) – the net salary, which shall be translated to gross, as per the rules of the Budget Audit Authority and the stipulations of Section 7 below. The remainder of the adjusted salary for each player, beyond receipt that the player already received with regards to his employment, shall be divided into three equal salaries: June (which is paid in July), July (which is paid in August) and August (which is paid in September) (hereinafter: the Salary Payment Period).

The Salary of the Players – refers to the base salary including bonuses.

1. Notwithstanding the foregoing in Section 6 above, a player who earns up to NIS 8,000 gross per month (including bonuses and/or reimbursements) shall not be deducted any amount and shall be entitled to the salary under his original annual contract, without adjustments, yet in any event, it shall not exceed, together with the unemployment benefits the player received during the unpaid leave period, the salary under the original annual contract.

A player who earns up to NIS 10,400 gross per month (including bonuses), shall receive a salary that is 90% of the total salary under the original annual contract of that player until the end of the salary payment period, yet in any event, it shall not exceed, together with the unemployment benefits the player received during the unpaid leave period, the salary under the original annual contract.

1. It is clarified that, excluding the unemployment benefits only for the unpaid leave period, any payment for injury pay over the unpaid leave period up to the total unemployment received during the unpaid leave shall be included and deemed part of the adjusted salary as defined in Section 5 above, and in accordance with the terms of the contract between each player and the Club.
2. The social benefits of the player under the original contract (such as provisions for Social Security, provident funds and to calculate social benefits), shall be calculated and/or deducted in the June to August 2020 salaries in accordance with the player's annual salary in the original contract, and under any law.
3. The fringe benefits, such as housing, vehicle expenses, fuel card etc. shall continue in full under the same terms, or under equivalent terms to those in the original contract until July 31, 2020, unless the original contract provides for said terms until a later date.
4. It is clarified that only payments of the unemployment benefits for the unpaid leave period were made to the player by the National Insurance Institute for the period between March 15 and May 31 (**"the** **Unpaid Leave Period"**), are not related to this agreement and cannot be offset.

Insofar as the player was injured prior to the beginning of the unpaid leave, and received injury pay for the unpaid leave period (and as a result of which, could not and did not receive unemployment benefits for the unpaid leave period), then only the amount that is equal to the total unemployment benefits that were due to that player had he been unemployed during the Unpaid Leave Period, cannot be offset from the adjusted salary under this agreement, and shall remain with the player. See an example for illustration in **Annex "B"** attached to this agreement.

1. Insofar as aid / a grant (not a loan) is received by the teams from the Ministry of Finance and/or the Ministry of Sports only for the 2019/20 season, the Club shall allocate 10% of the grant that is actually received in addition to the adjusted salary, to the players equally, this up to a ceiling of 90% of the net total of the original contract of each player (not including bonuses). For the avoidance of doubt, it is clarified that payments the Club receives from the BSL within the framework of the regular payments the League's teams receive from the BSL during the season are not and shall not be considered as aid / a grant for the purposes of this Section.
2. Bonuses for participation in the Final Four as well as the championship (hereinafter: **"Placement Bonuses"**) shall be paid according to the following terms:
	1. Insofar as a player achieves a placement that entitles him to a placement bonus, a total of 55% of the placement bonus in the player's employment agreement shall be paid unconditionally.

If the profits of the Final Four 2020 exceed 55% of the profits of the Final Four 2019, the relative share of the placement bonus to which the player is entitled shall increase up to the full bonuses under the original agreement, i.e. 100%.

* 1. After the Final Four 2020, the BSL accountant shall deliver a reviewed report signed by him, regarding the rate of profits of the Final Four 2020 relative to the profits of Final Four 2019, in order to examine the making of adjustments under Section 13A above.
1. The remaining bonuses that are not placement bonuses (as defined above), shall be at a rate of 75% (seventy-five percent) of their stated amount in the original contract. For the avoidance of doubt, the bonuses for the purposes of this agreement do not include any bonus already paid (or whose eligibility for payment has already arrived) with regards to past accomplishments that preceded the date of signing of this agreement.
2. The Club undertakes to act with complete transparency regarding any aid that is received and shall deliver reports regarding receipts for aid that is received, insofar that it is received, from the Ministry of Finance and/or Sports only.
3. The Disciplinary Committee – If a player does not adhere to the clear guidelines of the Ministry of Health and the Ministry of Sports regarding the execution of professional sports activities, it shall be deemed a disciplinary infraction and the player shall face disciplinary charges under the Uniform Discipline Regulations. The team undertakes to convey to each player, prior to the beginning of practice, the aforementioned guidelines of the Ministry of Health, clearly and in writing. Attached hereto is the Guidelines Sheet.
4. For the avoidance of doubt, it is clarified that this agreement does not apply to individual players who reached Termination of Engagement Agreements with the Club during 2020 prior to the signing of this agreement.

**IN WITNESS WHEREOF the parties have signed:**

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|  |  |  |
| **The Club** |  | **The Players' Representation** |

Illustration example, pursuant to Section 11 of the Agreement:

Insofar as a given player, who was injured prior to the unpaid leave period and for the unpaid leave period, is entitled to injury pay at a rate of NIS 30,000 (NIS 45,000 for the unpaid leave period whose duration was a month and a half);

And insofar as that same given player, had he not been injured as stated, was entitled to unemployment benefits for the unpaid leave period at a rate of NIS 10,000 per month (NIS 15,000 in total for the entire unpaid leave period whose duration was a month and a half);

Then any injury pay shall be included as part of the adjusted salary, excluding the amount of NIS 15,000 that was due to the player as unemployment benefits during the unpaid leave period, had he not been injured.