



**PROFESSIONAL WOMEN'S HOCKEY LEAGUE PLAYERS ASSOCIATION
REGULATIONS GOVERNING PLAYER AGENTS**

July 1, 2025

FOREWORD

This booklet is designed to provide you with pertinent information concerning the player agent regulation system (the “Regulations”) developed by the Professional Women’s Hockey League Players Association (“PWHLPA”). The impetus for this system was the increasing recognition among the Professional Women’s Hockey League (“PWHL”) players of the need: (1) to ensure that agents representing players (including rookies, reserve players, and any other player contract category) in individual contract negotiations with the PWHL provide services of a high quality at fee levels that are fair and equitable; and (2) to establish a program for assisting players in selecting individual agents. Persons who wish to represent PWHL players in individual contract negotiations must comply with these Regulations and become certified as a PWHL Player Agent before they can participate in such negotiations. Individuals wishing to become certified as a PWHL Player Agent should review the entire contents of this booklet and then promptly file a complete Application for Certification with the PWHLPA pursuant the terms and conditions of these Regulations.

We would like to take this opportunity to thank you in advance for your wholehearted cooperation in this important undertaking. We are confident that you share the PWHLPA’s commitment to achieving the salutary objectives of this program.

The Executive Committee
Professional Women’s Hockey League Players Association

PROFESSIONAL WOMEN’S HOCKEY LEAGUE PLAYERS ASSOCIATION REGULATIONS GOVERNING PLAYER AGENTS

INTRODUCTION

The Executive Committee and Player Representatives of the Professional Women’s League Player’s Association (“PWLPA”) hereby adopt the following Regulations Governing Player Agents (the “Regulations”) to provide authority over those who provide representation services (each, a “Player Agent”) to Players¹ by conducting individual contract negotiations and/or assisting in or advising with respect to such negotiations with the Professional Women’s Hockey League (“PWL”) and/or teams of the PWL, as applicable. These Regulations are adopted pursuant to the authority conferred upon the PWLPA as the exclusive bargaining representative of PWL players pursuant to Section 9 (a) of the National Labor Relations Act, which provides in pertinent part:

Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such units for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

Pursuant to Article I (“Recognition Clause”) of the Collective Bargaining Agreement dated August 1, 2023 through July 31, 2031 between the PWL and the PWLPA (“CBA”), the PWL and the PWLPA have agreed that the PWL recognizes the PWLPA as the exclusive collective bargaining representative with regard to the terms and conditions of employment for all persons employed by the PWL as professional hockey players who have a current Standard Player Agreement (the “Players” and each, a “Player”), and those who may become Players during the term of the CBA. For the purposes of these Regulations, “Standard Player Agreement” shall mean the employment agreement entered into by and between the PWL and any bargaining unit member represented by the PWLPA, including Reserve Players, as applicable and as such term is defined in the CBA, or such other Player categories recognized under the CBA. The PWL and the PWLPA agree that the Players and the PWL may, on an individual basis, bargain with respect to and agree upon the provisions of Standard Player Agreements consistent with these Regulations and the PWL’s group licensing rights that are granted under the CBA, as administered during the term of such Standard Player Agreement signed by a Player.

The authority for a Player Agent to act on behalf of a Player Agent’s client(s) is derived solely and exclusively from the authority delegated to the Player Agent by the PWLPA as the exclusive collective bargaining agent of all Players. As such, the PWLPA has a fiduciary obligation to represent the interests of all the Players, and therefore the objectives and strategies of the PWLPA must always be considered of paramount importance by a Player Agent, even in circumstances where such objectives and strategies are in conflict (either actual or apparent) with the interests of the Player Agent’s individual client(s). Notwithstanding the foregoing, if the circumstances of the conflict could lead to irreparable harm to a Player, the Player Agent shall attempt to resolve the conflict to minimize harm to all parties.

¹ For purposes of these Regulations the term “Player” shall mean anyone eligible to play in the PWL, including a player about to enter a rookie season in the PWL.

The PWHLPA shall submit to the PWHL head office a list of certified agents and their email addresses; that list shall be updated by the PWHLPA on a continuing basis and listed on the PWHLPA's website. Each Certified Player Agent agrees and consents to the disclosure of such Player Agent's name and email address on the PWHLPA's website. The PWHL, in carrying out its reviewing authority with respect to individual Standard Player Contracts, agrees to implement the following procedure:

The PWHL shall not enter into any Standard Player Contract with a Player unless such Player (i) is represented in the negotiations with respect to such Standard Player Contract by a Player Agent or representative authorized to represent the Player and duly certified by the PWHLPA in accordance with these Regulations; or (ii) acts on her/their own behalf in negotiating the Standard Player Contract.

If, notwithstanding the foregoing, negotiations take place involving the PWHL and a Player Agent that is not certified pursuant to these Regulations and a Standard Player Contract is executed, that Standard Player Contract may be deemed voidable, at the sole discretion of the PWHLPA committee on agent regulation (the "Committee"), or its designee(s); however, the Committee (or its designee(s)) may also elect to allow the Standard Player Contract, but not allow the Player Agent to collect a fee. For the avoidance of doubt, in the event that a Player Agent that is not certified pursuant to these Regulations negotiates a Standard Player Contract on behalf of a Player Agent that is certified by these Regulations, and such Standard Player Contract is executed, neither of those Player Agents may collect a fee on such Standard Player Contract.

The Committee shall consist of the PWHLPA's Executive Committee and Executive Director (or such person(s) as the Committee designates to act in its stead), assisted by legal counsel.

SECTION 1 SCOPE OF REGULATION

- A. No person (other than a self-represented Player) shall be permitted to conduct individual Standard Player Contract negotiations on behalf of a Player (including a rookie) and/or assist in or advise with respect to such negotiations with the PWHL after the effective date of these Regulations unless the such person is (1) currently certified as a Player Agent pursuant to these Regulations, and (2) signs a Standard Player Agent Contract with the Player (See Section 4). For the purposes of these Regulations, a "person" shall mean any individual.
- B. The activities or conduct of Player Agents that are governed by these Regulations include, but are not limited to:
 - (i) The providing of advice, counsel, information or assistance to Players (including rookies) with respect to negotiating their individual Standard Player Contract with the PWHL and/or thereafter in enforcing those Standard Player Contracts and ensuring that the Player remains compliant with the PWHL's group licensing rights granted in the CBA that are in effect during the term of the Standard Player Agreement in which the Player signs; the conduct of compensation negotiations with the PWHL on behalf of individual players; and any other activity or conduct which directly bears

upon the player agent's integrity, competence or ability to properly represent individual Players and the PWHL in individual contract negotiations, the handling of Player funds, providing tax counseling and preparation services and providing financial investment or financial management advice to individual Players.

- (ii) Notwithstanding, the obligation and duties of a Player Agent to individual clients, the Player Agent owes a duty to the collective player body, as embodied by the PWHLPA, which, except in situations where the Player could be irreparably harmed, supersedes the Player Agent's duty to individual clients.

- C. All provisions of these Regulations, including this one, may be amended by the PWHLPA's Executive Committee and Player Representatives of the PWHLPA periodically as they deem appropriate.

SECTION 2 REQUIREMENTS FOR CERTIFICATION

Effective on the date hereof, any person who wishes to perform the functions of a Player Agent described in Section 1 must be certified by the PWHLPA ("Certified"), pursuant to the procedure set out in this Section 2.

A. Applying For Certification

The prospective Player Agent must file a verified application for certification to the Committee (the "Application for Certification"). The Application for Certification (accompanied by the Application Fees, as such term is defined in Section 2G, paid in accordance with Section 2G) shall be submitted by (i) electronic mail with acknowledgment of receipt to such electronic mail address as specified in writing by the PWHLPA, with a subject line of "*Agent Application for Certification*"; (ii) prepaid certified or overnight mail to the Committee at such address specified in writing by the PWHLPA; or (iii) if permitted by the Committee, such other electronic portal, including, but not limited to, DocuSign or Formstack, as may be specified in writing by the Committee. The Committee will not entertain any application filed in the name of any corporation, company, partnership or other business entity; only individual persons are eligible to submit an Application for Certification. There is no limit on the number of individuals in any one corporation or other business entity who are eligible to be Certified.

To be eligible for certification as a Certified Player Agent, the applicant must have received a degree from an accredited four-year college/university. However, the Committee (or its designee(s)) shall have the authority to determine whether relevant negotiating or other business experience can substitute for any year(s) of education, in the Committee's sole discretion.

Within thirty (30) days of filing of an Application for Certification, the Committee (or its designee(s)) shall determine whether certification shall be granted to the applicant; provided, however, that this period may be extended for up to an additional ninety (90) days upon written notification to the applicant before the expiration of the initial thirty (30) day period. Upon receipt of a Player Agent's Application for Certification, the Committee (or its designee(s)) may, in the context of reviewing the application, request further written materials from the applicant and/or

conduct whatever further investigation it deems appropriate, including an informal conference with the applicant, contacting Player Agent references, criminal and background record checks (at the Player Agent's expense), The U.S. Center for SafeSport, Canada's Abuse-Free Sport, and any additional background check the Committee may deem necessary (at the Player Agent's expense).

Information from the Player Agent's Application for Certification may be provided by the PWHLPA to any Player demonstrating to the PWHLPA's satisfaction an interest in retaining such Player Agent.

B. Interim Certification

During the period that an Application for Certification is pending, the Committee (or its designee(s)) may authorize any Player Agent who has filed an Application for Certification to provide representational services to one or more Players engaged in individual Standard Player Contract negotiations with the PWHL if the Committee (or its designee(s)) deems such authorization to be in the Player's best interest. However, such interim action shall be specifically limited to the terms contained in the Committee's authorization and, in any event, shall not constitute a waiver of the Committee's right thereafter to deny certification under these Regulations.

C. Grounds for Denial of Certification

Given the important function that Player Agents perform for the Players they represent, it is the PWHLPA's intention in promulgating these Regulations to ensure that only those persons who can reasonably be expected to faithfully carry out those responsibilities will be entitled to certification. Grounds for denial of certification shall include, but not be limited to the following:

- (1) A determination that the applicant has made false or misleading statements in the Application for Certification;
- (2) A determination that the applicant is or has been subject to criminal or civil proceedings and where such allegations have been raised against the Player Agent, which would render the Player Agent unfit to serve in a fiduciary capacity on behalf of Players;
- (3) A determination that the applicant has misappropriated funds, or engaged in other specific acts such as embezzlement, conversion, theft, fraud, or any other felonies or convictions which the Player may not be aware of, which would render the Player Agent unfit to serve in a fiduciary capacity on behalf of Players;
- (4) A determination that the applicant has engaged in any other conduct that impacts adversely on the Player Agent's credibility, integrity or competence to serve in a fiduciary capacity on behalf of Players;
- (5) A determination that the applicant is unwilling to swear or affirm that the Player Agent will comply with these Regulations and any amendments thereto and that the Player Agent will abide by the fee structure contained in the standard form player-agent contract incorporated into these Regulations;

- (6) A determination that the applicant has been denied certification, or had a certification revoked, by another professional sports players association;
- (7) A determination that the applicant has been removed as a lawyer from a bar association or the practice of law, or had a law license or admission to practice law revoked; or
- (8) Any other reason in the Committee's reasonable discretion renders the applicant unfit to serve in a fiduciary capacity on behalf of the Players.

D. Appeal From Denial of Certification

In the event an Application For Certification is denied pursuant to this section, the applicant shall be notified in writing (by electronic mail with acknowledgement of receipt, or, by prepaid certified or overnight mail) setting out the reasons for the denial. The applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of the Regulations, provided that such appeal must be initiated by filing, by prepaid certified or overnight mail, a written notice of appeal upon the Committee and the Arbitrator within thirty (30) days of receipt of the notice denying the Player Agent's Application for Certification. The appeal shall be processed and resolved in accordance with the arbitration procedures set forth in Section 5D-F. The appeal to arbitration shall constitute the exclusive method of challenging any denial of certification.

E. Suspension or Revocation of Certification and/or Imposition of Fines

At any time subsequent to granting a certification to a Player Agent, the Committee (or its designee(s)) can, based upon information brought to its attention or acting on its own initiative, propose suspending or revoking such certification (or, alternatively, imposing a fine upon a player agent for a lesser violation) on any ground that would have provided a basis for denying certification in the first place (see Section 2C) and/or for conduct prohibited in Section 3B(1) - Section 3B(24) of these Regulations.² Any such proposed suspension, revocation or fine must be sent by electronic mail with acknowledgment of receipt, prepaid certified or overnight mail to the player agent's office or residence. The agent may appeal any such proposed suspension or revocation by complying with the procedure for invoking arbitration as set forth in Section 6B through H, however, if a fine is imposed as an alternative to suspension or revocation of certification, there shall be no right of appeal. The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension or revocation of certification.

F. Form of Certification

Upon approving an Application for Certification, the Committee (or their designee(s)) shall provide the applicant with a written certification (the "Certification").

² In the extraordinary circumstance where the Committee's investigation discloses that the Player Agent's conduct is of such a serious nature as to justify immediately invalidating his/her/their Certification, the Committee (or its designee(s)) is authorized to take such action. In such event, the Player Agent may appeal that action in the same manner as he/she/they could appeal from a proposed suspension or termination set forth in Section 6.

Upon receipt of Certification, the Player Agent will be authorized, subject to these Regulations, to serve as a Player Agent in conducting individual player negotiations with the PWHL and/or assisting in or advising with respect to such negotiations.

In granting Certification, the Committee shall not be deemed to have endorsed any particular Player Agent; and, in no event, shall the grant of Certification be deemed to impose liability upon the PWHLPA or its Committee (or their designee(s)), its player representatives or its membership for any acts or omissions of the Player Agent in providing representation to any Player.

G. **Application & Annual Fees**

Each Application for Certification shall include a one-time, non-refundable, application fee as set by the PWHLPA's Executive Committee (the "**Application Fee**"). Each Player Agent who is Certified shall also pay an annual, non-refundable, fee to the PWHLPA, as set by the Committee, immediately upon confirmation that the Player Agent has been Certified (the "**Annual Fee**" together with the Application Fee, the "**Fees**"). The Annual Fee is intended to defray the cost of maintaining this Player Agent regulation system.

If a Player Agent fails to pay the Fees in a timely manner, the Certification of any Player Agent shall automatically expire upon the expiration of the deadline for payment of such Fee. The Fees may be paid by way of wire transfer of immediately available funds to such account or accounts notified in writing by the PWHLPA, certified cheque, bank draft, or other form of immediately available funds, as approved in writing by the PWHLPA. For the avoidance of doubt, all of the Fees are non-refundable.

H. **Recertification**

All Certified Player Agents shall, at the discretion of the Committee, be subject to a review of their certification every two (2) years or on an ad hoc basis as determined by the Committee (or its designee(s)). In the event that the Committee determines that it requires a new criminal and/or background record check, such expenses shall be at the Player Agent's sole expense. The Committee (or its designee(s)) shall have absolute discretion as to the fitness of the Player Agent to continue serving in the capacity of a Certified Player Agent upon conclusion of the review. If following a review of a Player Agent's certification, it is determined that the Player Agent is unfit to continue serving in the capacity as a Certified Player Agent, the Player Agent shall have the right to appeal the decision of the Committee (or its designee(s)) to an arbitrator designated by the PWHLPA (an "Arbitrator") (see Section 5).

I. **Expiry of Certification**

The Certification of any Player Agent who has failed to negotiate and sign at least one Player to a Standard Player Contract during any two-year period shall automatically expire at the end of such two-year period.

SECTION 3 STANDARD OF CONDUCT FOR PLAYER AGENTS IN PROVIDING SERVICES GOVERNED BY THESE REGULATIONS

As described above, the objective of the PWHLPA in issuing these Regulations is to enable Players to make an informed selection of a Player Agent and to ensure that the Player Agent will provide to the individual Players, whom they represent in contract negotiations with the PWHL, effective representation at fair and reasonable rates that are uniformly applicable.

A. General Requirements

Consistent with this objective, a Player Agent shall be required to:

- (1) Disclose on the Application for Certification (and, subsequent to the application process, when any material change has occurred), as well as upon request of the Committee (or its designee(s)), any and all information relevant to such Player Agent's qualifications to serve as a Player Agent, including, but not limited to, background, special training, other employment, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;
- (2) Pay the Annual Fee, as set by the PWHLPA and in accordance with Section 2G, no later than the first (1st) of September every year for the upcoming season, or such other date as may be specified in writing by the Committee;
- (3) Attend PWHLPA Player Agent seminars (each, a "Seminar"), as required by the Committee, except when the Committee (or its designee(s)) determines not to require the attendance of its experienced Player Agents at any Seminar. Any request for an exemption from attending a Seminar must be made in writing and approved in writing by the Committee (or its designee(s));
- (4) Comply with the maximum fee schedule and all other provisions of these Regulations and any amendments thereto;
- (5) Pass a competency exam, if such exam shall be instituted by the PWHLPA;
- (6) Advise the Player and report to the PWHLPA any known violations by the PWHL of a Player's Standard Player Contract or of such Player's rights under any applicable CBA;
- (7) Provide the PWHLPA with a copy of any player compensation agreement, negotiated on behalf of a Player with the PWHL, within 48 hours after such contract is executed;
- (8) Memorialize in writing the terms of any loan or advance made to, or line of credit secured by a Player Agent on behalf of a Player and provide the Player and the PWHLPA with a copy within 48 hours after the loan/advance has been made;

- (9) Provide the PWHLPA with a copy of any power of attorney agreement between the Player Agent and the Player;
- (10) Provide, within thirty (30) days upon request by a Player or in the event of a dispute between a Player and Player Agent, to each Player whom such Player Agent represents, with a copy to the PWHLPA, an itemized statement covering the period January 1 through December 31 of the immediately prior year which separately sets forth both the fee charged to the Player for, and any expenses incurred in connection with the performance of, the following services; (a) individual Player salary negotiations, and/or grievance arbitration, (b) the management of the Player's assets, (c) the provision to the Player of financial, investment, legal, tax and/or other advice, and (d) any other miscellaneous services;
- (11) Permit a person or firm authorized by a former or current Player-client of the Player Agent, or the PWHLPA, with the consent of the Player, to conduct an audit, upon request, of all relevant books and records relating to any services provided to that Player by such Player Agent;
- (12) Notify the PWHLPA promptly of any significant changes in such Player Agent's status relevant to a Player Agent's Certification. Specifically, Player Agents are required to notify the PWHLPA, in writing of:
 - (i) Any change involving the Player Agent's employment or business structure that has taken place since the filing of the Application for Certification,
 - (ii) Any change in the Player(s) that a Player Agent represents that has taken place since the filing of the Application for Certification, and
 - (iii) Any disciplinary or legal proceeding (other than family law matters) that has been initiated against such Player Agent, or filed by the Player Agent, or any formal charge or complaint filed against the Player Agent, or filed by the Player Agent in the Player Agent's professional capacity since the filing of the Application for Certification;
- (13) Provide the PWHLPA (with a copy to each Player that the Player Agent currently represents) the information set forth in the revised Application for Certification;
- (14) Provide the PWHLPA with any and all information, documents or materials that the PWHLPA deems relevant with respect to any investigation conducted pursuant to these Regulations and in all other respects cooperate fully with the PWHLPA;
- (15) Fully comply with all applicable local, provincial, state, and federal laws and regulations, as applicable; and
- (16) Inform the PWHLPA via confirmed email, facsimile, or overnight mail if the Player Agent has been charged with a criminal offence (other than minor traffic violations of \$1,000 fine or less), or civil complaint(s) in which allegations of fraud, misrepresentations, embezzlement, misappropriation of funds, conversion, breach

of fiduciary duty, forgery, professional negligence, or legal malpractice were made, within ten (10) days of such charge.

B. Prohibited Conduct Subject to Discipline

To further effectuate the objectives of these Regulations, Player Agents are prohibited from:

- (1) Representing any Player in individual contract negotiations with the PWHL unless the Player Agent (i) has a current Certification (ii) has a fully executed Standard Player Agent Contract with each such Player, and (iii) has submitted the original, fully executed Standard Player Agent Contract to the PWHLPA;
- (2) Providing or offering (or causing to be provided or offered) a monetary inducement (other than a fee less than the maximum fee contained in the standard fee agreement established by these Regulations), including but not limited to, goods and/or services, to any Player (including a rookie) or collegiate athlete to induce or encourage that person to utilize the Player Agent's services;
- (3) Providing or offering (or causing to be provided or offered) money or any other thing of value to a member of a Player's family or any other person for the purpose of inducing or encouraging the Player to utilize a Player Agent's services or for the purpose of inducing or encouraging that person to recommend that a Player (including a rookie) or collegiate athlete utilize the services of the Player Agent;
- (4) Providing (or causing to be provided) materially false or misleading information to any Player (including a rookie) or athlete in the context of seeking to be selected as a Player Agent for that individual or in the course of representing that Player as such Player's Player Agent;
- (5) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional hockey league or team or in any other business venture that would create an actual conflict of interest or the appearance of a conflict of interest between any individual Player and the Player Agent, or the PWHLPA and the Player Agent, as determined at the sole discretion of the PWHLPA;
- (6) Without the prior written consent of the PWHLPA, holding or seeking to hold a position, either directly or indirectly, with the PWHL and/or a team of the PWHL, the Mark Walter Group, Billie Jean King Enterprises, any future owner/owners of the PWHL or team of the PWHL, or such other entity that would create an actual conflict of interest or the appearance of a conflict of interest between any individual Player and the Player Agent, or the PWHLPA and the Player Agent, as determined at the sole discretion of the PWHLPA;
- (7) Representing or providing services to, either directly or indirectly: (i) the general manager, coach or any other official, employee or independent contractor of the PWHLPA or PWHL (or prospective general manager, coach, official, employee, or independent contractor), without the prior written consent of the PWHLPA, in matters pertaining to such person's employment or any other matters in which such

person has any financial stake in or association with the PWHLPA or PWHL; or
(ii) any individual who subjects a Player Agent to interests, duties, obligations or responsibilities that could adversely affect a Player Agent's judgment, counsel, advice or loyalty to a Player;

- (8) Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of Players; provided that the representation of two or more players on any one club shall not by itself be deemed to be prohibited by this provision;
- (9) Soliciting or accepting money or anything of value from the PWHLPA or PWHL in circumstances where to do so would create a conflict or an apparent conflict with the interests of any player he/she/they represents;
- (10) Negotiating and/or agreeing to any provision in a Standard Player Contract which deprives that Player of any benefit contained in the CBA, or any subsequent collectively bargained agreement between the PWHL and the PWHLPA;
- (11) Negotiating and/or agreeing to any provision in a Standard Player Contract which directly or indirectly violates any stated policies, rules or requirements established by the PWHLPA or the PWHL;
- (12) Concealing material facts from any Player whom the Player Agent is representing which relate to the subject of the individual Player's contract negotiation;
- (13) Failing to advise the Player and to report to the PWHLPA any known violations by the PWHL of a Player's Standard Player Contract or of the PWHL's group licensing rights that are granted under the CBA;
- (14) Failing to respond to a Player's inquiry with appropriate assistance within a commercially reasonable amount of time and failing to inform the Player should a delay occur;
- (15) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other conduct which reflects adversely on a Player Agent's fitness as a Player Agent or jeopardizes such Player Agent's or the PWHLPA's effective representation of the Players;
- (16) Breaching the provisions of the Standard Player Agent Contract that the Player Agent is required to enter into pursuant to these Regulations;
- (17) Circumventing the fee limits of the standard form maximum fee agreement by knowingly increasing the fees that the Player Agent had charged or otherwise would have charged the Player for other services, including but not limited to, financial consultation, advice concerning money management, and/or negotiating endorsement or modeling agreements on behalf of Players;

- (18) Violating the provisions of the Standard Player Agent Contract whereby the Player Agent agrees to resolve all disputes involving the meaning, interpretation, application or enforcement of that agreement exclusively through arbitration and not to initiate any lawsuit for breach of contract against the Player;
- (19) Violating the confidentiality provisions of any PWHL or PWHLPA policy or program;
- (20) Failing to disclose in writing to any Player represented by the Player Agent any fee paid or received by the Player Agent to or from a third party in return for providing services to that Player;
- (21) Violating any National Collegiate Athletic Association or U Sports rules;
- (22) Violating any applicable provincial, state, or federal laws or regulations governing Player Agents;
- (23) Assigning a Player's Standard Player Agent Contract to a third party without the consent of the Player and the PWHLPA; and
- (24) Violating any of the requirements of Section 3A(1) through (16) or Section 4A or any other provisions of these Regulations.

A Player Agent who engages in any prohibited conduct defined above shall be subject to discipline (including, but not limited to, suspension or revocation of Certification and/or fines) in accordance with the procedures of Sections Section 2 and Section 6 of these Regulations.

C. Further Obligations

In addition to refraining from the foregoing prohibited conduct, the PWHLPA further requires that every Player Agent will carry out the representational services covered by these Regulations with the highest degree of professional competence and integrity. In this connection, the PWHLPA likewise expects that to achieve and maintain high quality performance, every Player Agent, at a minimum, will take the necessary steps to become knowledgeable about the PWHLPA's structure, the economics of the industry, applicable collective bargaining agreements, basic negotiating techniques, and all areas of the law relevant to the Player Agent's professional duties. If, after these Regulations become effective, the Committee (or its designee(s)) determines that there is a need to impose additional requirements with respect to the quality of Player Agent performance, the Committee reserves the right to amend these Regulations accordingly.

**SECTION 4 AGREEMENTS BETWEEN PLAYER AGENTS AND PLAYERS;
MAXIMUM FEES**

A. Standard Form

To qualify to perform the services of a Player Agent under these Regulations, a person must satisfy three prerequisites; (1) Player Agent must be Certified; (2) Player Agent must have a fully executed PWHLPA Standard Player Agent Contract with the Player; and (3) Player Agent must have

submitted a fully executed, original Standard Player Agent Contract to the PWHLPA along with any other contract(s) for additional services that the agent has executed with the player. Retyped contracts will not be accepted.

An original executed Standard Player Agent Contract shall be sent by (i) prepaid certified or overnight mail, (ii) scanned and emailed, or (iii) such other electronic transmission, by the Player Agent to the Committee within three (3) days of execution. The PWHLPA agrees that the Standard Player Agent Contract may be executed in as many counterparts as are deemed necessary. Delivery of an executed counterpart of the Standard Player Agent Contract by facsimile or transmitted electronically in legible form, including in portable document format (PDF) and including a recognized signature platform technology such as DocuSign and/or OneSpan, shall be equally effective as delivery of a manually executed counterpart of the Standard Player Agent Contract.

Once the Player Agent satisfies the three prerequisites stated above, the Player Agent shall be authorized to function as a Player Agent under these Regulations.

Any agreement between a Player Agent and a Player entered into after the date hereof which is not in writing or which does not meet the requirements of these Regulations shall be of no force and effect, and no Player Agent shall have the right to assert any claim against the Player for compensation on the basis of such purported contract.

Any agreement between a Player and a Player Agent entered into after the date hereof shall include a provision whereby either Party may terminate that agreement at any time upon providing written notice to the other party. Written notice must be sent by personal delivery, overnight mail, or electronic mail with acknowledgement of receipt. A notice is deemed to be delivered and received (i) if sent by personal delivery, electronic mail, on the date of delivery or electronic mail if it is a business day and the electronic mail was made prior to 4:00p.m. (local time in place of receipt) and otherwise the next business day; or (ii) if sent by overnight courier, on the next business day. A copy of the written termination must be sent to the PWHLPA within 48 hours of execution.

Any agreement between a Player and a Player Agent entered into prior to the date hereof shall remain in full force and effect and shall govern the relationship between the Player Agent and the Player until the end of the term of such representation agreement. Any disputes between the parties concerning such agreements may be submitted for arbitration under these Regulations if both the Player and the Player Agent agree in writing to do so.

B. Players Agent's Compensation

The maximum fee which may be charged or collected by a Player Agent shall be an amount equal to up to three percent (3%) of the "compensation" (as defined within this Section) received by the Player in each playing season covered by the Standard Player Contract negotiated by the Player Agent. Notwithstanding the foregoing or anything else in these Regulations, for any fee received by the Player for an endorsement, appearance, or public engagement negotiated by the Player Agent, the maximum fee which may be charged or collected by a Player Agent shall be twenty percent (20%) of the fee received by the Player.

The Player Agent and Player may agree to any fee which is less than the maximum fee set forth above.

In computing the maximum allowable fee for negotiating the Standard Player Contract, the term “compensation” shall include base salary and signing bonus actually received by the Player. No other benefits negotiated on behalf of the individual Player shall be taken into consideration - including, but not limited to, (i) any payment received by an international sports federation, national governing body, governmental authority, or equivalent; (ii) any payment received in connection with national team or international competition; (iii) any payment received for a PWHL mandated event; (iv) any payment received for a PWHL performance and/or competition bonus that was not negotiated by the Player Agent; (v) the value of a personal loan; or (vi) an insurance policy, an automobile, or a residence, etc.³ Any portion of a fee based on Player compensation that is unascertainable at the time the Standard Player Contract is negotiated (e.g., a performance bonus) shall not be collected by the Player Agent until the Player has received such compensation.

The Player Agent is prohibited from receiving any fee until the Player actually receives the compensation upon which the fee is based. Consistent with this objective, a Player Agent is prohibited from including any provision in a fee agreement with a Player whereby the Player becomes obligated to make any fee payment to the agent in advance of the Player’s receipt of the compensation upon which the fee is based. However, in promulgating these Regulations the PWHLPA recognizes that in certain circumstances a Player may decide, in such Player’s sole discretion, to pay the Player Agent’s fee in advance of the receipt of any compensation - whether it be the Player’s salary for the current playing season or deferred compensation.⁴ In any such situation the Player Agent is authorized to accept the advance payment. Further, any such agreement between a Player Agent and a Player must be in writing with a copy sent to the PWHLPA. If a Player has made advance fee payments to the Player Agent and is subsequently waived or for any other reason does not receive salary upon which the advanced fee payment was made, the Player Agent must return all advanced fees within thirty (30) days.

A Player Agent who collects fees from a Player in advance of the receipt by the Player of their respective compensation in respect of such fees and subsequently has a dispute with the Player with respect to such fees as a result of a violation of these Regulations, agrees, to the fullest extent allowed under applicable law, to indemnify, hold harmless and defend the PWHLPA and its employees, agents and officers in respect of any collection efforts on behalf of a Player for such fees, including all claims, liabilities, losses, expenses, fines, penalties, taxes or damages.

In the event that an agreement between a Player Agent and a Player is terminated and the Player remains under a contract that was negotiated by the Player Agent, the Player shall remain responsible for paying the Player Agent’s fee for the duration of such agreement, provided that such agreement between a Player Agent and a Player was not terminated as a result of a violation of Section 3B.

Notwithstanding the foregoing, a Player Agent who is found to have violated Section 3B(2) or Section 3B(3) of these Regulations shall not be entitled to a fee for services provided to a Player who was the subject of an improper inducement under Section 3B(2) or Section 3B(3). If the Player Agent collects any fees from the Player before a finding of such violation, the Player Agent shall

³ The amount of the agent’s fee shall not be affected by the fact that the player receives a guaranteed contract from the PWHL.

⁴ With respect to deferred compensation, the agent shall only be entitled to a fee based on the present value of that compensation.

be required to reimburse the Player for such fees. If the improper inducement was a loan of money or property which was to be repaid or returned to the Player Agent, the money or property need not be repaid or returned by the Player who was the subject of the improper inducement under Section 3B(2) or Section 3B(3). This Section shall not be subject to any waiver by Player, and any attempt by a Player Agent to circumvent this provision shall subject the Player Agent to discipline under these Regulations. Nothing in this section shall preclude the PWHLPA from disciplining a Player Agent who violates Section 3B(2) or Section 3B(3), it being intended that the forfeiture of fees and/or loaned money or property be in addition to any discipline imposed under these Regulations.

SECTION 5 ARBITRATION PROCEDURES

In establishing this system for regulating agents it is the intention of the PWHLPA that the arbitration process shall be the sole and exclusive method for resolving any and all disputes that may arise from (1) denying Certification to a Player Agent; or (2) the interpretation, application or enforcement of these Regulations and the resulting fee agreements between Player Agents and individual Players. This will ensure that those disputes - which involve essentially internal matters concerning the relationship between individual Players, the PWHLPA in its capacity as their exclusive bargaining representative, and Player Agent performing certain delegated representative functions relating particularly to individual Player compensation negotiations - will be handled and resolved expeditiously by the decisionmaker established herein, without need to resort to costly and time-consuming formal adjudication.

The provisions of this section shall apply with respect to the following types of disputes that may arise under these Regulations:

- (1) The Committee (or its designee(s)) denies an Application for Certification and the applicant wishes to appeal from that action;
- (2) Any dispute that arises with respect to the meaning, interpretation, or enforcement of a fee agreement (described in Section 4) entered into between a Player and Player Agent; and
- (3) Any other disputes and/or activities involving a Player and/or a Player Agent within the scope of these Regulations.

With respect to any dispute that may arise pursuant to paragraph (1) above, the procedure for filing an appeal and invoking arbitration is set forth in these Regulations at Section 2D. Once arbitration has been invoked, the procedure set forth in Section 2D through F, below, shall apply.

With respect to any dispute that may arise pursuant to paragraphs (2) and/or (3) above, the following procedures shall apply:

A. Filing

The arbitration of a dispute under subparagraphs (2) and/or (3) above shall be initiated by the filing of a written grievance either by the Player or Player Agent.

Any such grievance must be filed within ninety (90) days from the date of the occurrence of the event upon which the grievance is based or within ninety (90) days from the date on which the facts of the matter become known or reasonably should have become known to the grievant. An impacted Player need not be under contract to the PWHL at the time a grievance arises or at the time such grievance is initiated or processed.

A Player may initiate a grievance against a Player Agent if the Player (i) sends the written grievance by electronic mail with acknowledgment of receipt, or prepaid certified or overnight mail to the Player Agent's business address or by personal delivery at such address, and (ii) sends a copy to the PWHLPA. A Player Agent may initiate a grievance against a Player if the Player Agent (i) sends a written grievance by electronic mail with acknowledgment of receipt or prepaid certified or overnight mail to the Player or by personal delivery of the grievance to the player; and (ii) sends a copy thereof to the PWHLPA. The written grievance shall set forth in plain and understandable terms the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the player and her agent alleged to have been violated, and the relief sought.

B. Response

The party against whom a grievance has been filed ("the Respondent") shall respond to the grievance in writing (the "Response") by certified or overnight mail or personal delivery to the grievant within thirty (30) calendar days of receipt of the grievance. The Response shall admit or deny the facts alleged in the grievance and shall also briefly set forth the reasons why the Respondent believes the grievance should be denied. The Respondent must also provide a copy of the Response to the PWHLPA at the same time. Once the Response is filed, the PWHLPA shall promptly provide the Arbitrator with copies of the grievance and Response and all other relevant documents. If a Response is not filed within this time limit, the Arbitrator may, in the Arbitrator's sole discretion, issue an order granting the grievance and the requested relief upon satisfactory proof of the claim.

C. Arbitrator

The PWHLPA will select a skilled, experienced and impartial person to serve as the Arbitrator for all cases arising hereunder. The PWHLPA and a Player Agent may mutually agree to the assignment of an Arbitrator that was not initially assigned, provided that such parties mutually agree upon the different Arbitrator within ten (10) days. In the event that mutual agreement is unable to be reached, the initially assigned Arbitrator shall serve as the Arbitrator for the case.

D. Hearing

The Arbitrator shall schedule a hearing on the dispute in such jurisdiction as may be determined in the Player's sole discretion. At such hearing, the parties - i.e., the Player and the Player Agent⁵ - may appear in person or by counsel or other representative.

After receipt of the grievance documents pursuant to this Section 5A, or receipt of an appeal of a denial of Certification pursuant to Section 2D, the Arbitrator shall select a time and place for a hearing on the dispute, giving due consideration to the convenience of the parties involved and the

⁵ In an appeal from a denial of certification the parties will be the Player Agent and the Committee.

degree of urgency for resolution of the dispute. Upon written request from either party prior to the hearing, the PWHLPA shall provide the parties copies of documents in its possession which are relevant to the dispute. These documents shall include but not be limited to Standard Player Contract and any other salary information.

In the event that the Player determines a place of hearing in the United States of America, the hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association. Alternatively, in the event that the Player determines a place of hearing in Canada, the hearing shall be conducted in accordance with the ADR Institute of Canada Arbitration Rules. For the avoidance of doubt, the place of hearing being the United States of America or Canada shall be determined at the Player's sole discretion. At such hearing, all parties to the dispute and the PWHLPA will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. If a witness is unavailable to come to the hearing, the witness' testimony may be taken by telephone conference call at the discretion of the Arbitrator. All hearings shall be transcribed. At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a written decision. At the hearing, the grievant shall have the burden of proving, by a preponderance of the evidence, the allegations of the grievance.

Such decision shall constitute full, final, and complete disposition of the grievance, and will be binding upon the player and player agent involved; provided, however, that the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of these Regulations or any other applicable document. If the Arbitrator grants a money award, it shall be paid within ten (10) business days. The Arbitrator may award interest at his/her/their discretion.

Any hearing conducted pursuant to the provisions of this Section in which the amount in dispute is less than \$10,000 shall be conducted via telephone conference call if any party so requests.

E. **Costs**

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne equally between the parties to the grievance; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's conduct to be frivolous and/or totally without merit. If the Arbitrator grants a monetary award, it shall be paid within ten (10) days.

Notwithstanding the foregoing, in the event that an Application for Certification is denied pursuant to Section 2C and the applicant decides to appeal the decision pursuant to Section 2D, all costs of the arbitration, including the fees and expenses of the Arbitrator, shall be borne solely by the applicant filing the appeal.

F. **Time Limits**

The time limits of this Section may be extended by written agreement of the parties.

SECTION 6 OVERSIGHT AND COMPLIANCE PROCEDURE

A. **Disciplinary Committee**

In addition to performing the function of reviewing and acting upon all Applications for Certification, the Committee also shall serve as the Disciplinary Committee, or shall designate certain of its members to serve as the Disciplinary Committee. In the latter capacity, it shall have the authority and responsibility of initiating and then presenting disciplinary cases against Player Agents who engage in prohibited conduct as defined in Section 3B(1) - Section 3B(24), above. In carrying out this function the Committee also will have the assistance of legal counsel, which may charge reasonable hourly rates.

B. Complaint; Filing

Disciplinary proceedings against any Certified Player Agent shall be initiated by the filing of a written complaint against the Player Agent by the Committee when it has reasonable cause to believe that the Player Agent has engaged in or is engaging in prohibited conduct (the “**Complaint**”). The Committee may act on the basis of its own knowledge or on the basis of information obtained from any person having knowledge of the action or conduct of the Player Agent in question, including, but not limited to, Players, PWHLPA staff, federal, provincial, state or local governmental authorities or other persons associated with professional or intercollegiate hockey. The Complaint shall be sent to the Player Agent by electronic mail with acknowledgment of receipt, prepaid certified or overnight mail addressed to the Player Agent’s business office, or may be hand-delivered to the Player Agent’s business address. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the Committee (or its designee(s)) within one year from the date of the occurrence which gave rise to the Complaint, or within one year from the date on which the information sufficient to create reasonable cause became known or reasonably should have become known to the Committee, whichever is later. The filing deadline for initiating a Complaint arising out of facts which are the subject of a Section 5 grievance or dispute, criminal or civil litigation, arbitration, criminal or civil proceedings, administrative hearing or investigation, shall be extended to one year from the date of the Arbitrator’s final disposition in the Section 5 grievance or the final decision in such other criminal or civil litigation, arbitration, criminal or civil proceedings, administrative hearing or investigation.

C. Response

The Player Agent against whom the Complaint has been filed shall have twenty (20) days in which to file a written response to the Complaint (“Compliance Response”). Such Compliance Response shall be sent by prepaid certified or overnight mail to the Committee at the offices of the PWHLPA. The Compliance Response must admit or deny the facts alleged in the Complaint, and shall also assert any facts or arguments which the Player Agent wishes to state in the Compliance Response. Failure to timely respond to the Complaint shall be deemed an admission of the allegations in the Complaint.

D. Proposed Disciplinary Action

Within ninety (90) days after receipt of the Compliance Response, the Committee shall inform the Player Agent in writing (by prepaid certified or overnight mail) of the nature of the discipline, if

any, which the Committee proposes⁶ to impose, which discipline may include one or more of the following:

- (1) Issuance by the Committee of an informal order of reprimand to be retained in the Player Agent's file at the PWHLPA's offices;
- (2) Issuance of a formal letter of reprimand which may be made public;
- (3) Imposition of a fine upon the Player Agent, payable within thirty (30) days of the imposition of such fine;
- (4) Suspension of a Player Agent's Certified status for a specified period of time during which the Player Agent shall be prohibited from representing the PWHLPA in conducting individual contract negotiations for any PWHL Player or assisting in or advising with respect to such negotiations. During such suspension or revocation of certification the Player Agent may, at the discretion of the Committee, be prohibited from collecting any fees that that the Player Agent would otherwise have been entitled to receive pursuant to any Standard Player Agent Contract;
- (5) Prohibiting the Player Agent from collecting any fees that such Player Agent would otherwise have been entitled to receive pursuant to any Standard Player Agent Contract; and
- (6) Revocation of the Player Agent's Certification hereunder.

In the event that there is clear and convincing evidence that a Player was wrong or lied about any of the above incidents, the Committee and the PWHLPA may issue an apology on the matter and reinstate the Player Agent for some or all fees that were withheld by the Player.

E. **Appeal**

The Player Agent against whom a Complaint has been filed under this Section 6 may appeal the Committee's proposed disciplinary action to the Arbitrator by filing a written notice of appeal with the Arbitrator with a copy to the Committee within twenty (20) days following the Player Agent's receipt of notification of the proposed disciplinary action ("Notice of Appeal").

Within thirty (30) days of receipt of the Notice of Appeal, the Arbitrator shall set a time and place for a hearing on the appeal, which hearing shall take place in such jurisdiction as may be determined in the Player's sole discretion. Notwithstanding the foregoing, in the event that the parties and the PWHLPA mutually agree, the Arbitrator may set such other jurisdiction as mutually agreed upon by the parties and the PWHLPA as the place for the hearing on the appeal.

The failure of a Player Agent to file a Notice of Appeal shall be deemed to constitute an acceptance of the proposed discipline which shall then be promptly administered.

⁶ If the Committee already has invalidated the Player Agent's certification (see footnote 2), the same appeal procedure as contained herein shall apply.

F. **Arbitrator**

The Arbitrator shall be the same Arbitrator selected to serve pursuant to Section 5, unless such Arbitrator has previously heard and decided a grievance under Section 5 involving the same Player Agent and the same factual circumstances which are the subject of the disciplinary action herein. In such cases, the Committee shall select another skilled, impartial and experienced person to serve as the Arbitrator.

G. **Conduct of Hearing**

At the hearing of any appeal pursuant to this Section 6, the Committee shall have the burden of proving, by a preponderance of the evidence, the allegations of its Complaint. The Committee and the Player Agent shall be afforded a full opportunity to present, through testimony or otherwise, its evidence pertaining to the action or conduct of the player agent alleged to be prohibited by the Regulations. In the event that the Player determines a place of hearing in the United States of America, the hearing shall be conducted in accordance with the rules and procedures of the American Arbitration Association. Alternatively, in the event that the Player determines a place of hearing in Canada, the hearing shall be conducted in accordance with the ADR Institute of Canada Arbitration Rules. For the avoidance of doubt, the place of hearing being the United States of America or Canada shall be determined at the Player's sole discretion. Each of the parties may appear with counsel or a representative of its choosing. All hearings will be transcribed. There shall be no pre-hearing or post-hearing briefs required in appeal hearings unless requested by the Arbitrator.

At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a decision on the appeal, which decision shall either affirm, vacate or modify the proposed action of the Committee. The Arbitrator shall decide two issues: (1) whether the Player Agent has engaged in or is engaging in prohibited conduct as alleged by the Committee; and (2) if so, whether the discipline proposed by the Committee is reasonable in the circumstances of the case under review. If the Arbitrator decides both questions affirmatively, the Arbitrator shall issue an order affirming the proposed discipline; if the Arbitrator decides that the Player Agent has not engaged in any prohibited conduct, the Arbitrator shall issue an order vacating the proposed discipline and dismissing the case; and if the Arbitrator decides the first question affirmatively, but concludes that the proposed penalty is unreasonable, the Arbitrator shall issue an order modifying the penalty (provided, however, that no modification can result in the imposition of more severe discipline than that proposed by the Committee). The Arbitrator's decision shall be made in the form of an appropriate written order reflecting the Arbitrator's opinion and shall be final and binding on all parties.

H. **Time Limits; Cost**

Each of the time limits set forth in this Section may be extended only by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator will be borne equally between the parties to the grievance; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's conduct to be frivolous and/or totally without merit. Each party to the grievance shall bear the costs of its own witnesses and counsel, and any other expenses related to its participation in the proceedings.

SECTION 7 GOVERNING LAW

These Regulations shall be governed by, subject to and interpreted in accordance with the laws in force in the Province of Ontario and the Federal laws of Canada applicable therein.

SECTION 8 EFFECTIVE DATE: AMENDMENT

These Regulations shall become effective on July 1, 2025. These Regulations may be amended periodically by the action of the PWHLPA's Executive Committee and Player Representatives.

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