

**Japan Basketball Association**  
**Agent Regulations**

(Scope)

Article 1: These rules apply to the activities of agents on the Japanese territory who are requested by players (including international students over 18 years old) or coaches (hereinafter players and coaches are jointly referred to as "Players") and affiliated teams as stipulated by Article 62 of these General Statutes of Japan Basketball Association (hereinafter "General Statutes") to conduct negotiation and/or other activities (hereinafter collectively refer as "negotiation") for the purpose of concluding contracts (hereinafter "Player Contracts") between them.

- 2 The present rules shall merely complete the regulations on FIBA licensed Agents provided in the FIBA Internal Regulations and apply to any agents (FIBA Licensed or not) in the Japanese territory. In the event that the present rules are in conflict with the FIBA Internal Regulations, the FIBA Internal Regulations shall prevail.
- 3 These rules shall not affect the validity of Player Contracts.

(General Matters)

Article 2: To conduct negotiation in Japanese territory, any agent must register with Japan Basketball Association (JBA) as per Article 3.

- 2 Players and affiliated teams can only use agents registered by JBA for Player Contracts. Additionally, in the framework of an international transfer a Player can only be represented by a FIBA Licensed Agent who shall register himself with JBA.
- 3 Players, affiliated teams, and agents shall at all times comply with their respective obligations as set out in FIBA Internal Regulations and this Chapter.
- 4 If negotiations by agents are or are expected to be incidental, agents other than attorneys shall not be involved. Agents other than attorneys must immediately cease their involvement in the negotiation. However, this does not apply to those who have a FIBA license.

(Agent Registration)

Article 3: Agents must apply for registration using the predetermined method provided by JBA as agent (hereinafter refer to as "Agent Registration").

- 2 Prior to the conclusion of agent contract with Players or affiliated teams, agents shall complete the agent registration. However, this shall not apply to agent contracts concluded prior to enforcement of this Chapter.
- 3 Agent Registration fee shall be:
  - (1) Application fee (including reapplication fee after cancellation): 33,000 yen

- (2) Annual registration fee: 30,000 yen per year  
Agents who have a FIBA license in the relevant fiscal year will be exempted from paying the registration fee since already paying FIBA Agent license fee (annual membership fee).
- 4 The valid period of agent registration shall be one year from April 1st to March 31st of the following year (hereinafter referred to as the "registration year"). However, the valid period of registration made in the middle of the registration year shall be from the date of registration to the last day of the year of registration (March 31st). Those registered between November 2022 and March 2023 will be considered registered until the end of March 2024.
- 5 Agents must renew their agent registration each year of registration. If you do not renew your Agent registration within the period specified by JBA, your registration will be cancelled.
- 6 Those who fall under the following are not eligible to register as an agent.
- (1) Any board members, employees, committee members, referees, head coaches, assistant coaches, team staff and any other similar position of FIBA, JBA, Japan Professional Basketball League (B. LEAGUE), clubs in B. League, Japan Basketball League (B3 LEAGUE), clubs in B3 League, any National Federations, Prefectural Basketball Associations, other federations including similar organization in foreign countries;
  - (2) Persons who have been sentenced to imprisonment;
  - (3) Persons who have been sentenced to punishment same as above in foreign court;
  - (4) Antisocial forces or organizations in which antisocial forces are substantially involved in the management such as organized crime groups, political racketeering organization, groups engaging in criminal activities under the pretext of conducting social campaigns, intellectual crime group or any parties similar to any of the foregoing;
  - (5) Persons who have been suspended by JBA;
  - (6) Any person for which representing Players would constitute a conflict of interest as per FIBA Internal Regulations.
- 7 If the agent falls under any situations in the foregoing paragraph after Agent Registration, JBA shall withdraw the registration without any notice.
- 8 JBA shall notify the completion or rejection of registration to those who have applied for Agent Registration as per this article.
- 9 JBA will publish the names of registered agents and other necessary information on the official website of the Association.

(Agent Contract)

Article 4: Agents may represent Players or affiliated teams affair only if agents has concluded a written Agent contracts with Players or affiliated teams (“Contracts” indicate any contracts, regardless of the type or name of contracts, under which Players or affiliated teams request agents to negotiate on behalf; the same applies hereafter).

- 2 The duration of an Agent contract shall not exceed a period of two (2) years, but if may be renewed through a new written contract of the parties.
- 3 Players or affiliated teams can negotiate and conclude player’s contract on their own without assistance of agents even if Players or affiliated teams have Agent contracts. The Agent contracts shall not stipulate any terms to restrict the rights of Players and affiliated teams.
- 4 Every Agent contract shall provide that each party shall have the right to terminate at will with thirty (30) days’ written notice.
- 5 Agent contract shall not foresee remuneration for service in relation to a player contract that exceeds, in total, ten per cent (10%) of the value of the Player contract.
- 6 Agents shall submit the Agent contract and other documents designated by JBA to JBA within fourteen (14) days after concluded the Agent contract between Players or affiliated teams. The same shall apply when the Agent contract expired or terminated for any other reasons.

(Conflicts of Interest)

Article 5: Agents shall avoid any of the following conflicts of interests, directly or indirectly, even with the prior consent of the players or affiliated teams.

- (1) To be an agent of other party in the same transaction;
  - (2) To be an agent for the other party in which another person belonging to the same legal entity as the agent is involved in the same transaction;
  - (3) Represent or advise more than one side in the same transaction;
  - (4) Accept payment for his or her services by anyone other than Players or affiliated teams (hereinafter “client”); and
  - (5) To grant or offer any interests, financial benefit services or preferential treatment (hereinafter collectively refer to as “benefit”) to any Players or affiliated teams, or to office members or coaches of affiliated teams other than client regarding to negotiation.
- 2 Players and affiliated teams shall not be involved in any transaction or payment if they are aware or should reasonably have been aware that an agent is involved in such transaction or payment in violation of above.
  - 3 Players and affiliated teams shall not accept the offer of this article 1-(5) and shall not be taken any benefit.

(Disclosure)

Article 6: Players and affiliated teams are obligated, upon requested by JBA, to provide additional information to JBA regarding any contractual arrangements as to services rendered by agents, and regarding any payments made (or to be made) for such services.

2 Agents shall be jointly liable with the requesting Players or affiliated teams for the disclosure obligations set forth in the foregoing paragraph.

(Duties of Agents)

Article 7: In addition to their other obligations as set out in this Chapter, JBA Registered-Agents shall have the following duties:

- (1) To conduct the negotiation in good faith and no falsehood, misunderstanding, or misleading fact to be made in the negotiation;
- (2) To represent he/she has the authority to do so on behalf and shall be clearly stated it is to be done for client prior to negotiating with other party's players or teams for the client;
- (3) Never to encourage a player to terminate the Player contract prior to its expiration or to violate the obligations on the Player contracts;
- (4) Before a player under eighteen (18) years of age makes a declaration prescribed by JBA, no agent contract shall be concluded with the player or contact for such purpose shall be prohibited. In addition, if the player is under eighteen (18) years of age when the agent contract is concluded, the consent of a legal representative must be obtained for the conclusion of the agent contract. In addition, in JBA team registration, if an agent contract is concluded with a player registered in the U18 category and general category (university category), the agent must report to the manager of the team to which he plays;
- (5) Never to represent by himself/herself or as a third party on violent demanding behaviors, unreasonable demands beyond legal responsibility, threatening languages and behaviors, spreading false information, prejudice the other party's credibility, or interfere with the other party's business;
- (6) Information regarding to client's negotiation obtained through the performance of Agent contract shall not be disclosed or leaked, and shall be used only for the purpose of executing the Agent contract;
- (7) To comply with the General Statutes and regulations of JBA and to observe the applicable law;
- (8) Never to approach a player, in particular a player under eighteen (18) years of age, during training camps or competitions;
- (9) To inform the client of any and/or all activities undertaken on the client's behalf;
- (10) To negotiate terms and conditions of offers of employment in consultation with the

client and to inform the client of the client's obligations under the offer;

- (11) To ensure that each client personally signs the contract that has been negotiated on the client's behalf;
- (12) To recognize and uphold the client's prerogative to refuse any or all employment or transfer opportunities offered;
- (13) To maintain an accessible office, telephone, email and other appropriate means of communication, and such other facilities normally deemed necessary and to be reasonably available to conduct business effectively and efficiently as an Agent;
- (14) Never to terminate, encourage or be involved in the termination of a Player's contract on the basis of non-payment of the agent fee; and
- (15) Never to advise or counsel a Player to not make himself or herself available for national team activities.

(Player Contracts Involving International Transfer)

Article 8: Agents must be licensed by FIBA (hereinafter refer to "FIBA licensed Agents") to conduct negotiations about a player(s) registered with another FIBA National Member Federation than JBA (hereinafter collectively refer to as "international transfer").

- 2 Players and affiliated teams cannot use agents other than FIBA licensed Agents in case of Player contracts involving international transfer, according to Article 2-2.
- 3 Players and affiliated teams cannot negotiate for conclusion of player contracts with parties using non-FIBA licensed Agents in case of players contract involving international transfer.

(Sanctions)

Article 9: JBA may impose disciplinary actions based on JBA General Statutes on Agents, Players, affiliated teams that violate these rules.

(Revision)

Article 10: Revision or repeal of these rules shall be made by a decision of the Board of Directors.

(Enforcement)

Article 11: These rules shall be in force on 1 January 2023.

- 2 With the enforcement of these rules, the JBA Player's Agent Rules (in force as of 10 April 2013) shall be repealed.