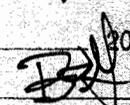


This is Exhibit B referred to in the
affidavit of Kiara Sando
sworn before me, this 19
day of Nov 2015

A commissioner for taking affidavits



**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
NATIONAL HOCKEY LEAGUE
AND
NATIONAL HOCKEY LEAGUE PLAYERS' ASSOCIATION
SEPTEMBER 16, 2012 - SEPTEMBER 15, 2022**

"**Group 6 Player**" shall have the meaning set forth in Section 10.1(c) of this Agreement.

"**Impartial Arbitrator**" means the person authorized by this Agreement to hear and resolve specified disputes as provided in Article 17 of this Agreement.

"**Injured Non-Roster**" shall have the meaning set forth in Section 16.11(a) of this Agreement.

"**Injured Reserve List**" or "**Injured Reserve**" means the list of all Players who, because of injury, illness, or disability are deemed by their respective Clubs to be unable to render playing services to such Clubs for an extended period of time as set forth in Article 16 of this Agreement.

"**Insured Roster**" means the Players under SPC to a Club who, during the NHL Regular Season or Playoffs, are specifically assigned to such Club, or who are on a Conditioning Loan in accordance with the terms of this Agreement. During Training Camp, a Player shall be deemed on the Club's "Insured Roster" only if he had been on the Club's roster after the Trading Deadline in the preceding season on other than an emergency recall basis.

"**International Committee**" shall have the meaning set forth in Section 24.1(a) of this Agreement.

"**International Hockey Game**" shall have the meaning set forth in Section 24.1(a) of this Agreement.

"**League**" or "**NHL**" refers to the National Hockey League.

"**League Rules**" means the Constitution and By-Laws, resolutions, rules, and regulations of the NHL (other than this Agreement) and/or any official interpretations of any of them.

"**League Year**" means the period from July 1 of one calendar year to and including June 30 of the following calendar year or such other one year period to which the NHL and the NHLPA may agree.

"**Living Companion**" the criteria for Living Companion status is as follows: (a) the persons are not related by blood; (b) neither person is married; (c) the persons share a primary residence; (d) the persons have been living together for at least six (6) months and (e) the persons are at least eighteen (18) years of age.

"**Loan**" means the transfer of a Player from a Club's Active Roster, Non-Roster, Injured Non-Roster or Injured Reserve List to the roster of a club outside the NHL.

"**Major Juniors**" or "**Juniors**" means the Canadian Hockey League, including the Western Hockey League, Ontario Hockey League and the Quebec Major Junior Hockey League.

"Playing Roster" means, with respect to each Club's respective Exhibition Game, International Hockey Game, and NHL Game, the Players on such Club's Active Roster who are dressed to play.

"Playing Season Waiver Period" shall have the meaning set forth in Section 13.2 of this Agreement.

"Playoffs," "Stanley Cup Playoffs" or "Playoff Games" means the games or schedule of games, as appropriate, conducted by the NHL following the conclusion of the Regular Season, which lead to the determination of the winner of the Stanley Cup Championship, in accordance with the provisions of Section 27 of the NHL By-Laws and Article 16 of this Agreement.

"Prior Club" means, in any League Year, the Club that contracted with or otherwise last held the playing rights for a Player for the prior League Year.

"Prior Year's Salary" means, with respect to any Player, the Paragraph 1 Salary, for the final League Year of such Player's most recent SPC.

"Professional Games" includes the following: any NHL Games played, all minor league regular season and playoff games and any other professional games played, including but not limited to, games played in any European league or any other league outside North America, by a Player pursuant to his SPC.

"Qualifying Offer" shall have the meaning set forth in Section 10.2(a) of this Agreement.

"Recall" means the transfer of a Player from a roster of a club outside the NHL to a Club's Active Roster.

"Regular Season Games" or "Regular Season" means the NHL Games or the time period, respectively, included in the League Schedule of Championship Games.

"Reserve List" means the list of all Players to whom a Club has rights including all Unsigned Draft Choices, all Players signed to an SPC (whether or not currently playing in the NHL), and all Players who have signed an SPC but who have subsequently been returned to Juniors. A Club may have on its Reserve List, at any one time, not more than 90 Players, which shall include the following:

- (a) Not more than 50 Players signed to an SPC and not less than 24 Players and 3 goalkeepers under an SPC. Age 18 and age 19 Players who were returned to Juniors, and who have not played 11 NHL Games in one season, shall be exempt from inclusion in the 50 Player limit.

Any Club violating this provision shall be liable to loss of draft choices as determined by the Commissioner.

- (b) Unsigned Draft Choices.

"Restricted Free Agent" means a Player whose SPC has expired, but who is still subject to a Right of First Refusal and/or Draft Choice Compensation in favor of his Prior Club as described in Article 10 of this Agreement.

"Right of First Refusal" means the right of a Club, as described in Article 10, to retain the services of certain Players by matching offers made to those Players.

"Rookie" means a hockey player who has never signed an SPC.

"Salary Arbitrator" shall mean the person(s) selected pursuant to Article 12 to hear and resolve salary arbitration proceedings in accordance with the procedures and terms set forth in Article 12.

"Signing Bonuses" shall mean any compensation paid for signing an SPC.

"Standard Player's Contract" or **"SPC"** means the standard form contract attached hereto as Exhibit 1 which will be the sole form of employment contract used for all Player signings after the execution of this Agreement.

"Supplementary Discipline for On-Ice Conduct" shall have the meaning set forth in Section 18.1 of this Agreement.

"System Arbitrator" means the person authorized by this Agreement to hear and resolve specified disputes as provided in Section 48.5 of this Agreement.

"System Grievance" shall have the meaning set forth in Section 48.1(a) of this Agreement.

"Trade" means the transfer, other than as a result of a claim by Waivers, from one Club's Reserve List or Free Agent List to another Club's Reserve List or Free Agent List of a Player's SPC, the rights to a Player (including his SPC, if applicable) on such Club's Reserve List or Free Agent List, and/or the rights to a draft choice in the Entry Draft.

"Trade Deadline" shall have the meaning set forth in Section 13.12(j) of this Agreement.

"Training Camp" means the camp held by Clubs prior to the start of the Regular Season in accordance with the provisions set forth in Article 15 of this Agreement.

"Two-Way Qualifying Offer" means a Qualifying Offer that provides for a Paragraph 1 NHL Salary to be effective when the Player is in the NHL, and a Paragraph 1 Minor League Salary to be effective when the Player is Loaned to a club outside the NHL.

"Unconditional Waivers" means the process by which the rights to a Player are offered to all other Clubs, without a right of recall at a Waiver price of one-hundred and twenty-five dollars (\$125) prior to a Club exercising its right to terminate a Player's SPC pursuant to Article 13 of this Agreement and Paragraph 13(a) of the SPC.

**ARTICLE 8
ENTRY DRAFT**

8.1 General. Commencing with the 2013 Entry Draft and with respect to the Entry Draft to be held each League Year thereafter, the provisions of this Article 8 shall apply. Each Entry Draft will be held in June, on a date which shall be determined by the Commissioner.

8.2 Draft Choices. The Entry Draft shall consist of seven (7) rounds, with each round consisting of the same number of selection choices as there will be Clubs in the League in the following League Year.

8.3 Compensatory Draft Selections.

(a) In addition to the seven (7) rounds of the Entry Draft, there shall be an additional number of Compensatory Draft Selections not to exceed the number of Clubs to be in the League in the following League Year.

(b) In the event a Club loses its draft rights to an Unsigned Draft Choice drafted in the first round of the Entry Draft (except as a result of failing to tender a required Bona Fide Offer (as defined below)), who (i) is again eligible for the Entry Draft, (ii) becomes an Unrestricted Free Agent, or (iii) dies, a Compensatory Draft Selection shall automatically be granted to that Club, which Compensatory Draft Selection shall be the same numerical choice in the second round in the Entry Draft immediately following the date the Club loses such rights. By way of example, if a Club cannot sign the third pick in the first round, it will receive the third pick in the second round as compensation.

8.4 Eligibility for Claim.

- (a) All Players age 18 or older are eligible for claim in the Entry Draft, except:
 - (i) a Player on the Reserve List of a Club, other than as a try-out;
 - (ii) a Player who has been claimed in two prior Entry Drafts;
 - (iii) a Player who previously played in the League and became a Free Agent pursuant to this Agreement;
 - (iv) a Player age 21 or older who: (A) has not been selected in a previous Entry Draft and (B) played hockey for at least one season in North America when he was age 18, 19, or 20 and shall be eligible to enter the League as an Unrestricted Free Agent pursuant to Article 10.1(d); and
 - (v) a Player age 22 or older who has not been selected in a previous Entry Draft and shall be eligible to enter the League as an Unrestricted Free Agent pursuant to Article 10.1(d).

8.5 Order of Selection. The League may determine the rules governing the order of selection among Clubs in the Entry Draft, provided that such rules: (i) shall not in any manner affect or

enlarge in any respect the selecting Club's rights (including, without limitation, rights of retention) in respect of such Player, and (ii) are not inconsistent or contrary in any other respect to any provision of this Agreement, including, without limitation, the procedures set out in Exhibit 4. In the event that the League proposes a material change to the rules governing the order of selection in Entry Drafts conducted prior to 1995, as modified by Exhibit 4, the League shall notify the NHLPA no later than March 1 in the year of the Entry Draft during which such changes are proposed to take effect, and shall afford the NHLPA a reasonable period of time prior to the implementation thereof for the purpose of conferring regarding any such changes.

8.6 Reserve List-Exclusive Rights.

(a) Commencing with the 2013 Entry Draft, a Player selected by a Club in the Entry Draft shall be registered on the Reserve List of the selecting Club as an "Unsigned Draft Choice."

- (i) Subject to the provisions of Sections (b), (c), (d) and (e) below, such registration shall establish for such selecting Club the exclusive right of negotiation for the services of each Player selected and registered as against all other Clubs up to and including June 1 of the next calendar year following the date of his selection.
- (ii) Subject to the provisions of subsection (iii) below and Sections (b), (c) and (d) below, if, on or before June 1 of the calendar year next succeeding the Entry Draft, the claiming Club makes a Bona Fide Offer (as defined below) to its claimed Player of an SPC, the Club shall retain the exclusive right of negotiation for the services of such Player up to and including the second June 1 following the date of his selection.
- (iii) Notwithstanding anything set forth in subsections (i) or (ii) above, if a Player is drafted for the first time at age 20 and re-enters the Entry Draft at age 22, the Club that selects him as a re-entry may retain the exclusive negotiating rights to the Player for only one (1) year and may not acquire exclusive negotiating rights to the Player for a second year by extending a Bona Fide Offer; provided, however, this provision shall not apply to a Player drafted from a club outside North America for the first time prior to the 2013 Entry Draft whose rights, under all circumstances, shall continue to be governed by Section 8.6(a)(ii).

(b) **Drafted Players who Leave the Major Juniors prior to age 20.** Notwithstanding any provision of subsection (a) to the contrary, Clubs shall have additional rights set forth in subsections (i), (ii) and (iii) below with respect to Players who either: (i) were drafted while playing in the Major Juniors or (ii) other than college players described in Section (c) below or Players drafted from a club outside North America described in Section (d) below, play in the Juniors during the period of time that a Club holds their exclusive negotiating rights and, in either case, cease to play in the Juniors and play in a league other than Juniors prior to age 20.

- (i) If a Player who is drafted as an 18-year-old ceases to play in the Juniors in the first League Year after he has been drafted, his drafting Club shall have the exclusive right of negotiation for his services until the fourth June 1 following his initial selection in the Entry Draft.
 - (ii) If a Player who is drafted as an 18-year-old ceases to play in the Juniors in the second League Year after he has been drafted and the Club has tendered to such Player a Bona Fide Offer pursuant to 8.6(a)(ii), his drafting Club shall have the exclusive right of negotiation for his services until the fourth June 1 following his initial selection in the Entry Draft.
 - (iii) If a Player who is drafted for the first time as a 19-year-old ceases to play in the Juniors in the first League Year after he has been drafted, his Club shall have exclusive right of negotiation for his services until the third June 1 following his initial selection in the Entry Draft. His selecting Club may retain exclusive rights of negotiation for a fourth year by tendering the Player a Bona Fide Offer in accordance with 8.6(a)(ii), provided that such Bona Fide Offer may be made at any time prior to the third June 1 following his initial selection in the Entry Draft.
 - (iv) With the exception of the rights described in subsections (i), (ii) and (iii) above, a Player ceasing to play in the Juniors shall have no impact on his selecting Club's exclusive negotiating rights as set forth in 8.6(a).
- (c) **College Players.**
- (i) If a Player drafted at age 18 or 19 is a bona fide college student at the time of his selection in the Entry Draft, or becomes a bona fide college student prior to the first June 1 following his selection in the Entry Draft, and remains a bona fide college student through the graduation of his college class, his drafting Club shall retain the exclusive right of negotiation for his services through and including the August 15 following the graduation of his college class. The Club need not make a Bona Fide Offer to such Player to retain such rights.
 - (ii) If a Player drafted at age 18 or 19 is a bona fide college student at the time of his selection in the Entry Draft, or becomes a bona fide college student prior to the first June 1 following his selection in the Entry Draft, and does not remain a bona fide college student through the graduation of his college class, his drafting Club shall retain exclusive rights for the negotiation of his services until the later of: (a) the fourth June 1 following his selection in the Entry Draft, or (b) thirty (30) days after NHL Central Registry receives notice that the Player is no longer a bona fide college student; provided that if the Player ceases to be a bona fide college student on or after January 1 of an academic year and the Player: (1) is in his fourth year of college and has commenced his fourth year of NCAA eligibility, or (2) is in his fourth year of college and is scheduled to

America, his drafting Club shall retain the exclusive right of negotiation for his services through and including the second June 1 following his selection in the Entry Draft. The Club need not make a Bona Fide Offer to such Player to retain such rights.

- (iii) Upon the expiration of the applicable exclusive right of negotiation as outlined in subsections (i) and (ii) above, the Player shall be a draft-related Unrestricted Free Agent.

(e) A "Bona Fide Offer" is an offer of an SPC which is for a period corresponding to the Player's age as required under Section 9.1(b) of this Agreement, is to commence at the start of the next League Year, offers at least the Minimum Paragraph 1 Salary as set forth in Section 11.12 of this Agreement for each League Year covered by such offer and remains open to the Player for at least thirty (30) days after receipt of the offer by the Player. A Bona Fide Offer may be conditioned upon acceptance by the Player within thirty (30) days and carries no right to salary arbitration.

(f) Except as otherwise provided in this Section, a claimed Player unsigned on the June 1 at 5:00 p.m. New York time next succeeding his draft shall be removed from the Reserve List of the Club that claimed him.

8.7 Age 18 and 19 Players.

(a) During the first two seasons next succeeding the draft of an age 18 Player, the Club he signs an SPC with must first offer him to the club from which he was claimed before it may Loan him.

(b) During the first season next succeeding the draft of an age 19 Player or a Player who reaches his 19th birthday between September 16 and December 31, inclusive, of the year of the Entry Draft, the Club he signs an SPC with must first offer him to the club from which he was claimed before it may Loan him.

(c) During the seasons set forth in (a) and (b) above, the age 18 and age 19 Player, respectively, may be Loaned to the minor league team affiliate of his Club when his Junior team is no longer in competition and provided he has been listed on the Club's minor league eligibility list.

8.8 Assignment of Rights. The rights acquired under the selection process under this Article shall be transferable without Waivers to any other Club by standard assignment and the transferee Club shall thereby acquire all of the rights of the original selecting Club.

8.9 Eligibility for Play in the League. No Player shall be eligible for play in the League unless he:

- (a) had been claimed in the last Entry Draft, or was ineligible for claim under Section 8.4; or
- (b) had been eligible for claim in the last Entry Draft, but was unclaimed, and:

- (i) had played hockey in North America the prior season and was age 20 or older at the time of the last Entry Draft, and signed an SPC which was signed and registered with the League between the conclusion of the Entry Draft and commencement of the next NHL Season.
- (ii) had played hockey in North America the prior season and was under age 20 at the time of the last Entry Draft, and signed an SPC which was signed and registered with the League between the conclusion of the Entry Draft and commencement of the Major Juniors season (except that if such Player had signed an NHL try-out form, which was signed and registered with the League during the aforesaid time period, then the deadline for signing and registering with the League an SPC with such try-out Club shall be the commencement of the NHL Season).
- (iii) had played hockey outside of North America in the prior season and was age 22 or older at the time of the last Entry Draft and signed an SPC which was signed and registered with the League between the conclusion of the Entry Draft and the commencement of the next NHL Season.
- (iv) The words "eligible for claim in the last Entry Draft" in subparagraph (b) above mean "eligible for claim in all rounds of the last Entry Draft." The words "the prior season" in subparagraph (i), (ii) and (iii) above mean "a full season prior to the last Entry Draft."

8.10 Age of Players. As used in this Article, "age 18" means a Player reaching his eighteenth birthday between January 1 next preceding the Entry Draft and September 15 next following the Entry Draft, both dates included; "age 19" means a Player reaching his nineteenth birthday by no later than September 15 in the calendar year of the Entry Draft; "age 20" means a Player reaching his twentieth birthday by no later than December 31 in the calendar year of the Entry Draft; "age 21" means a Player reaching his twenty-first birthday by December 31 in the calendar year of the Entry Draft; and "age 22" means a Player reaching his twenty-second birthday by December 31 in the calendar year of the Entry Draft.

8.11 NHLPA Meeting at Pre-Draft Combine. In the event that the NHL schedules a combine or any other event involving undrafted hockey Players, the NHLPA shall be entitled to attend and hold a private and closed meeting of those Players.

**ARTICLE 9
ENTRY LEVEL COMPENSATION**

9.1 Applicability and Duration. Effective with SPCs entered into after the execution of this Agreement:

(a) No Club may enter into an SPC with a Rookie that provides for compensation in excess of that permitted by this Article.

(b) Subject to subsection (c) below, the period covered by the SPC for every Rookie, and the number of years that such Player will be in the Entry Level System and subject to the compensation limits set out in this Article, shall be as indicated on the chart immediately below, and during such period, the Player shall be deemed to be a "Group 1 Player":

<u>First SPC Signing Age</u>	<u>Period Covered by First SPC and Years in the Entry Level System and Subject to Compensation Limits</u>
18-21	3 years
22-23	2 years
24	1 year
25 and older	No required number of years, not in the Entry Level System and not subject to limits on compensation

(c) Notwithstanding the chart set forth in (b) above, a Player who at the time he was drafted was playing for a team outside North America or who meets the qualifications set forth in Article 8.4(a)(v) (a "European Player") who signs his first SPC at ages 25-27 shall be subject to the Entry Level System for one (1) year. A European Player who signs his first SPC at age 28 or older is not subject to the Entry Level System under any circumstances.

(d) (i) In the event that an 18 year old or 19 year old Player signs an SPC with a Club but does not play at least ten (10) NHL Games in the first season under that SPC, the term of his SPC and his number of years in the Entry Level System shall be extended for a period of one (1) year, except that this automatic extension will not apply to a Player who is 19 according to Section 9.2 by virtue of turning 20 between September 16 and December 31 in the year in which he first signs an SPC. Unless a Player and Club expressly agree to the contrary, in the event a Player's SPC is extended an additional year in accordance with this subsection, all terms of the SPC, with the exception of Signing Bonuses, but including Paragraph 1 Salary, games played bonuses and Exhibit 5 bonuses, shall be extended; provided, however, that the Player's Paragraph 1 Salary shall be extended in all circumstances.

Draft Year	Maximum Minor League Compensation
2005	US\$ 62,500
2006	US\$ 62,500
2007	US\$ 65,000
2008	US\$ 65,000
2009	US\$ 67,500
2010	US\$ 67,500
2011 - 2022	US\$ 70,000

A Group 1 Player may not contract for or receive any bonuses for minor league service other than a games played bonus.

The maximum compensation payable to a Group 1 Player who is playing in the Major Juniors shall be U.S. \$10,500 per League Year.

9.5 Exhibit 5 Performance Bonuses. Clubs and Players may negotiate, and a Player who is subject to the Entry Level System under Article 9 may be paid bonuses for the types of performance, and in the maximum amounts, set forth in Exhibit 5.

9.6 Loans to East Coast Hockey League. Players who are party to an Entry Level SPC may be Loaned to the East Coast Hockey League ("ECHL") without the requirement of Player consent, provided the Player will continue to be paid the stated amount of the AHL portion of his two-way SPC.

9.7 Games Played Bonuses for Group 1 Players. Games played bonuses may be provided to a Group 1 Player only for: (i) five (5) games played, (ii) ten (10) games played, and (iii) more than ten (10) games played. Such bonuses shall be subject to the maximum limit on the amount payable and subject to the other conditions for such bonuses, as set forth below.

(a) Subject to the Entry Level compensation limits set forth in Section 9.3 above, for Skaters: (i) bonuses awarded for five (5) games played shall be limited to a maximum of \$25,000 in the aggregate; and (ii) bonuses awarded for ten (10) or more games played are not limited as to the maximum amount of the bonus; and

(b) Subject to the Entry Level compensation limits set forth in Section 9.3 above, for Goalies: (i) bonuses awarded for five (5) games played shall be limited to a maximum of \$50,000 in the aggregate, with a minimum time-on-ice requirement of at least 30 minutes per

11.3 Validity and Enforceability. Except as expressly set forth in Section 11.5 below, no SPC shall be valid or enforceable in any manner whatsoever unless and until it has been filed with Central Registry and approved by the League or the Arbitrator. Except as expressly set forth in Sections 11.1(b) or (c), 11.6 and 11.20 of this Article, no Player will be permitted to play in an NHL Game or be entitled to receive his Paragraph 1 Salary or any other rights or benefits pursuant to an SPC unless and until he has executed an SPC with a Club, and such SPC has been approved and registered by the League or approved by the Arbitrator. Notwithstanding anything to the contrary contained herein, a Club may, simultaneously with filing an SPC with Central Registry, request Waivers on the Player whose SPC is being filed.

11.4 Signing Deadline for Group 2 Free Agent. An SPC for a Group 2 Free Agent will be rejected and will be null and void ab initio (i.e., the Player's Free Agency and contractual status shall revert to the status he held prior to signing his SPC), if it is not signed and filed with Central Registry by 5:00 p.m. New York time on December 1 in the then current NHL Season.

11.5 Filing and Approval Process.

(a) An SPC or an Offer Sheet will be deemed to be filed with Central Registry only when it is actually received by Central Registry. A Club shall file an executed SPC or an Offer Sheet with Central Registry in accordance with Exhibit 3 hereto (provided that any electronic version of the executed SPC must have the optically-scanned signatures affixed thereon).

(b) Central Registry's records regarding all aspects of its receipt of an SPC or an Offer Sheet, including, without limitation, the date and time such SPC or Offer Sheet has been received by Central Registry, shall be final and conclusive for all purposes under this Agreement absent written or other recorded evidence to the contrary. In the event there exists such written or other recorded evidence contrary to Central Registry's records, the NHLPA may challenge Central Registry's records pursuant to the provisions of this Agreement.

(c) A Club must file an executed SPC or Offer Sheet with Central Registry, with a copy to each of the Player and the NHLPA, by no later than 5:00 p.m. New York time on the day following the day the Club has received the executed SPC or Offer Sheet from the Player.

(d) From the date which is seven (7) days prior to the commencement of the Regular Season, through the end of the League Year, the League shall approve and register, or reject, an SPC by no later than 5:00 p.m. New York time on the day following Central Registry's receipt of such SPC (provided it was received by Central Registry by 5:00 p.m. New York time; SPCs received by Central Registry after 5:00 p.m. New York time will be deemed to have been received on the following day for purposes of this provision); at all other times the League shall have five (5) days from the day following Central Registry's receipt of an SPC (provided it was received by Central Registry by 5:00 p.m. New York time; SPCs received by Central Registry after 5:00 p.m. New York time will be deemed to have been received on the following day for purposes of this provision) to take such action. If no action is taken by the League, either to approve and register, or to reject, an SPC during the applicable time period set forth in the prior sentence, such SPC shall be deemed to be approved and registered.

ARTICLE 30
NHL CONSTITUTION AND BY-LAWS, LEAGUE AND CLUB RULES

30.1 League Rules. Subject to Section 30.3, the NHL, each Player, and for purposes of this Agreement, each Club shall be bound by the provisions of the League Rules that affect any terms or conditions of employment of any Player. In the event of a conflict between this Agreement and said League Rules, the provisions of this Agreement shall govern. A copy of the current League Rules that affect any terms or conditions of employment of any Player, and any official interpretations thereof, shall be sent electronically to the NHLPA within 30 days of the execution of this Agreement. The League shall thereafter provide to the NHLPA all League Rules that affect any terms and conditions of employment of any Player, and any official interpretations thereof, on a rolling basis. No Player shall be bound by any provision of a League Rule that has not been furnished to the NHLPA in accordance with this Article.

30.2 League Playing Rules. Each Player shall be bound by the League's Playing Rules to the extent that such rules are not in conflict with provisions of this Agreement. Any amendment to the Playing Rules proposed for consideration by the Board of Governors shall be furnished to the NHLPA by the time such proposed amendment is provided to the Clubs or as soon thereafter as reasonably practicable.

30.3 Amendments. The NHL and its Clubs shall not, during the term of this Agreement or any extension thereof, amend or modify the provisions (or portions thereof) of the League Rules or any of the League's Playing Rules in existence on the date of this Agreement that affect any terms or conditions of employment of any Player, without the prior written consent of the NHLPA which shall not be unreasonably withheld. The NHL shall furnish proposed amendments to and/or modifications of League Rules that affect any terms or conditions of employment of any Player upon the NHLPA's written request.

30.4 Documents Subject to Exclusion from Production Obligation. Other than the actual Board of Governors resolutions reflecting same, the League will have no obligation to produce documents reflecting or relating to the following categories, unless the League is required to provide such documents under any other provision of this Agreement or the documents affect terms and conditions of employment:

- (a) League, officials, and Club (i.e., non-Player) pension, savings, insurance benefits, and medical plans.
- (b) League/Club bank financings and ownership transactions.
- (c) Officials' collective bargaining matters.
- (d) Television, radio, and other media agreements and arrangements.
- (e) Leases for office, storage space and the like.

30.5 Audit of NHL's League Rules Production. Upon written request from the NHLPA, the NHLPA may audit any documents withheld from the NHL's production of League Rules. The

NHLPA will provide written notice to the NHL if it contends that any of the materials produced during the audit, but not previously produced to the NHLPA, constitutes a League Rule within the CBA definition. If the parties cannot agree on whether a particular document constitutes a League Rule, either party may present this issue to the Impartial Arbitrator for resolution.

30.6 Collective Bargaining and Privileged Documents. The NHLPA acknowledges that the NHL will not produce or make available for audit documents reflecting or relating to the League's or Clubs' collective bargaining strategy as it relates to a successor Collective Bargaining Agreement with the NHLPA, otherwise legally privileged documents, documents disclosing the appointment and compensation terms of League/Club officials or employees, or League/Club budget documents. In connection with an audit conducted pursuant to Section 30.5, the League shall produce to the NHLPA a list of all documents withheld on this basis. This log shall contain enough detail to allow the NHLPA to determine the general nature and subject matter of any withheld document. In the event that the NHLPA believes that the NHL is required to produce any withheld document to the NHLPA, the NHLPA shall provide the NHL with written notice identifying these documents. The NHL will then provide the documents at issue to the Impartial Arbitrator, who shall determine whether such documents are properly withheld after the NHL and NHLPA have an opportunity to be heard on this issue.

30.7 Club Rules.

(a) Each Club may require its Players to abide by some or all of the rules set forth in the "Standard Club Rules" annexed hereto as Exhibit 14.

(b) Each Player must be given written notice of the specific rules in the Standard Club Rules that the Club intends to apply for the upcoming season. Such notice must be given by no later than the first day of Training Camp for each applicable Playing Season (or, for a Player who later joins the Club, within three (3) days of his arrival). In each case, receipt of such Club rules must be acknowledged by each Player in writing.

30.8 Violations. Any fine assessed to a Player for violation of League Rules shall be paid directly to the National Hockey League Players' Emergency Assistance Fund. A monetary fine may not be imposed on a Player for "indifferent" play but this shall not be deemed to limit the rights of any Club hereunder or under the SPC with respect to any other action. Without limitation of any other rights of a Club, a reasonable fine may be imposed for reporting to Training Camp in an over-weight condition.

**EXHIBIT 1
STANDARD PLAYER'S CONTRACT**

IMPORTANT NOTICE TO PLAYER

Before signing this Standard Player's Contract ("SPC") you should carefully examine it to be sure that all terms and conditions agreed upon have been incorporated herein, and if any has been omitted, you should insist upon having it inserted in the SPC before you sign.

**NATIONAL HOCKEY LEAGUE
STANDARD PLAYER'S CONTRACT
(2013 FORM)**

BETWEEN

Hereinafter called the "Club," a member of the National Hockey League, hereinafter called the "League"

AND

hereinafter called the "Player"

State/Province/Country

of _____ in _____ of _____

In consideration of the respective obligations herein and hereby assumed, the parties to this SPC severally agree as follows:

1. The Club hereby employs the Player as a skilled hockey Player for the term of _____ League Year(s) commencing the later of July 1, 20__ or upon execution of this SPC and agrees, subject to the terms and conditions hereof, to pay the Player a salary of _____ US Dollars (\$_____).

Payment of such Paragraph 1 Salary shall be in consecutive semi-monthly installments on the 15th and 30th day of each month following the commencement of the NHL Regular Season or following the dates of reporting, whichever is later (provided that the pay period shall not close more than three (3) days prior to payroll dates); provided, however, that if the Player is not in the employ of the Club for the whole period of the Club's NHL Regular Season Games, then he shall receive only part of such Paragraph 1 Salary in the ratio of the number of days of actual employment to the number of days of the NHL Regular Season.

And it is further mutually agreed that if the SPC and rights to the services of the Player are Loaned or otherwise transferred to a club in another league, the Player shall only be paid at an annual salary rate of

_____ US Dollars in the _____ league in the _____ League Year.
or _____ US Dollars in the _____ league in the _____ League Year.
or _____ US Dollars in the _____ league in the _____ League Year.

2. The Player agrees to give his services and to play hockey in all NHL Games, All Star Games, International Hockey Games and Exhibition Games to the best of his ability under the direction and control of the Club in accordance with the provisions hereof.

The Player further agrees,

(a) to report to his Club's Training Camp at the time and place fixed by the Club, in good physical condition,

(b) to keep himself in good physical condition at all times during the season,

(c) to give his best services to the Club and to play hockey only for the Club unless his SPC is Assigned, Loaned or terminated by the Club,

(d) to co-operate with the Club and participate in any and all reasonable promotional activities of the Club which will in the opinion of the Club promote the welfare of the Club and to cooperate in the promotion of the League and professional hockey generally,

(e) to conduct himself on and off the rink according to the highest standards of honesty, morality, fair play and sportsmanship, and to refrain from conduct detrimental to the best interest of the Club, the League or professional hockey generally.

3. In order that the Player shall be fit and in proper condition for the performance of his duties as required by this SPC and the Agreement, the Player agrees to report for practice at such time and place as the Club may reasonably designate and participate in such Exhibition Games as may be arranged by the Club.

4. The Club may from time to time during the continuance of this SPC establish reasonable rules governing the conduct and conditioning of the Player, and such reasonable rules shall form part of this SPC and the Agreement as fully as if herein written. For violation of any such rules or for any conduct impairing the thorough and faithful discharge of the duties incumbent upon the Player, the Club may impose a reasonable fine upon the Player and deduct the amount thereof from any money due or to become due to the Player. The Club may also suspend the Player for violation of any such rules. When the Player is fined or suspended, he shall be given notice in writing stating the amount of the fine and/or the duration of the suspension and the

reason therefor. Copies of the rules referred to herein shall be filed at the main offices of the League and the National Hockey League Players' Association ("NHLPA").

5. (a) Should the Player be disabled or unable to perform his duties under this SPC he shall submit himself for medical examination and treatment by a physician selected by the Club, and such examination and treatment, when made at the request of the Club, shall be at its expense unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this SPC or the rules established under Paragraph 4. At any time a physician selected by a Club makes a determination as to whether or not a Player is disabled and unable to perform his duties as a hockey Player for purposes of this Paragraph 5 of this SPC, such physician shall evidence such determination by fully completing the form attached to the CBA as Exhibit 25-A, which shall be provided to the Player at the time such determination is made and immediately provided to the Club as well. Upon receipt of such fully completed form, the Club shall send an electronic copy forthwith to the Player, his Certified Agent, the NHL, and the NHLPA (the "Recipients"), which shall contain the language from CBA Exhibit 25-A contained in the "Message to Player", provided, however, that the Club's failure to include such language shall not affect the timeframes set forth in this Paragraph 5, or otherwise prejudice the Club.

(b) If the Player, in the judgment of the Club's physician, is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season (unless such condition is the direct result of any injury sustained during the course of his employment as a hockey Player with the Club, including travel with his team or on business requested by the Club) so as to render him unfit to play skilled hockey, then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no compensation shall be payable for that period under this SPC.

(c) If the Player is injured during the course of his employment as a hockey Player with the Club, including travel with his team or on business requested by the Club, the Club will pay the Player's reasonable hospitalization until discharged from the hospital, and his medical expenses and doctor's bills, provided that the hospital and doctor are approved by the Club. This approval will not be unreasonably withheld.

(d) It is also agreed that if the Player, in the sole judgment of the Club's physician, is disabled and unable to perform his duties as a hockey Player by reason of an injury sustained during the course of his employment as a hockey Player, including travel with his team or on business requested by the Club, he shall be entitled to receive his remaining Paragraph I Salary and Signing Bonuses due in accordance with the terms of this SPC for the remaining stated term of this SPC as long as the said disability and inability to perform continue but in no event beyond the expiration date of the fixed term of this SPC. In consideration of the payment of such Paragraph I Salary, as well as payments made by the Club to fund the Hospital, Major Medical, Visioncare and Dental Plan, career ending disability policy and serious disability policy and other consideration (including the payment of salary referenced herein, where applicable), the Player does hereby covenant that in the event he receives full payment of a claim under such career ending disability policy or serious disability policy, he personally releases and will release, and will cause his corporation if a corporate contract is involved to release, the Club, the League, the NHLPA, all other Clubs, the insurance carrier, and the servants, employees, officers and agents of each of the above from any and every additional obligation, liability, claim or

demand for any additional salary or other payments, arising out of or relating to such injury or the treatment thereof, including without limitation liability in tort, and extending to all damages, whenever arising.

(c) In the event that the Player wishes to seek a second opinion in respect of the Club Physician's determination regarding the Player's fitness or unfitness to play, the Player shall provide electronic notice to the Club (unless the Player provides notice by any other means to the General Manager, Assistant General Manager or the Head Athletic Trainer) that he is seeking a second opinion pursuant to Paragraph 5 of the SPC by no later than 5:00 pm New York time on the third day after the electronic notice referred to in Paragraph 5(a) above is sent, except that, if the notice referred to in Paragraph 5(a) above is sent after 5:00 pm New York time the Player shall have until 5:00 pm New York time on the fourth day to provide such notice. Upon receiving notice that the Player is seeking a second opinion, the Club shall promptly provide the Player its complete medical file on the Player in respect of the Player's condition that is the subject of the Club Physician's determination. The Player must obtain a second opinion within five (5) days (or later only upon showing of good cause) of the electronic notice from the Club.

(f) The physician consulted by the Player ("Player's Physician") in accordance with Paragraph 5(e) must make a determination as to whether the Player is disabled and unable to perform his duties as a hockey Player and shall evidence such determination by fully completing the form attached to the CBA as Exhibit 25-A, which shall be provided to the Player at the time of the examination, with an electronic copy sent forthwith to the Club and the Recipients. The Club Physician and the Player's Physician must consult as expeditiously as possible and, in any event, by no later than 5:00 pm New York time on the third day after the Player is sent electronic notice of the determination by the Player's Physician (referenced in this Paragraph 5(f) above) (or later only upon a showing of good cause).

(g) (i) If, after consulting as provided for in Paragraph 5(f), the Club Physician and the Player's Physician agree that the Player is either disabled and unable to perform, or not disabled and able to perform, his duties as a hockey Player, their agreed-upon determination shall be evidenced by fully completing the form attached to the CBA as Exhibit 25-B (as set forth in Paragraph 5(g)(i)(iii)). Such determination shall be conclusive, final and binding upon the Club and the Player, absent a showing of improper interference with the procedures set forth in CBA Section 17.7 and Paragraph 5 of the SPC.

(ii) If after consulting as provided for in Paragraph 5(f), the Club Physician and the Player's Physician cannot agree on whether the Player is disabled and unable to perform his duties as a hockey Player, they shall each evidence such disagreement by fully completing the form attached to the CBA as Exhibit 25-B (as set forth in Paragraph 5(g)(iii)).

(iii) Pursuant to either Paragraph 5(g)(i) or 5(g)(ii) above, the Player's Physician shall complete his/her portion of Exhibit 25-B first and then shall send such form to the Club Physician. The Club Physician shall then complete his/her portion of Exhibit 25-B and then shall send such fully completed form to the Club, the Player's Physician and the Recipients.

(iv) If the Club Physician and the Player's Physician cannot agree on whether the Player is disabled and unable to perform his duties as a hockey Player pursuant to Paragraph

5(g)(ii) above, they shall confer and agree on an independent physician to examine the Player. The independent physician must be selected as expeditiously as possible and, in any event, within the time frame referred to in Paragraph 5(f) above (or later only upon a showing of good cause). If the Player's Physician and the Club Physician are unable to select the independent physician within such period, the independent physician shall be selected jointly by a medical designee appointed by the NHL and a medical designee appointed by the NHLPA. That selection shall take place as expeditiously as possible, but not later than 5:00 pm New York time on the second day after referral to the NHL and NHLPA medical designees.

(h) Following the selection of the independent physician pursuant to Paragraph 5(g)(iv), the NHLPA (with a copy sent forthwith to the Club and the Recipients) shall provide the independent physician with a completed form set out in CBA Exhibit 25-C. The Club also shall send to the independent physician a copy of the medical file that it had forwarded to the Player pursuant to Paragraph 5(e). The Player shall direct the Player's Physician to forward to the independent physician a complete copy of his medical file in respect of the condition that is the subject of the Player's Physician's second opinion pursuant to Paragraph 5(h). The Player must submit himself to examination, and the independent physician must examine the Player, within five (5) business days of his selection (or later only upon a showing of good cause). The independent physician shall make a determination of whether the Player is disabled and unable to perform his duties as a hockey Player and evidence such determination by fully completing the form attached as Exhibit 25-A, which shall be provided to the Player at the time of the examination and an electronic copy sent forthwith to the Club and the Recipients.

(i) The independent physician's determination as to whether the Player is disabled and unable to perform his duties as a hockey Player shall be conclusive, final and binding upon the Club and the Player, absent a showing of improper interference with the procedures set forth in CBA Section 17.7 and Paragraph 5 of the SPC.

(j) If, pursuant to Paragraph 5(g) or Paragraph 5(h) a Player examined in connection with Paragraph 5(d) is declared to be unfit for play by reason of an injury sustained during the course of his employment as a hockey Player, including travel with his team or on business requested by the Club, he shall continue to receive the full benefits of this Agreement in accordance with the provisions of Paragraph 5(d). If such Player is declared to be physically able to play and refuses to do so, he shall be liable to immediate suspension without pay. For the avoidance of doubt, if the Player is deemed to have had a separation from service (as defined in Treas. Reg. section 1.409A-1(h)) and, prior to such separation, the Player has not been disabled for purposes of Section 409A(a)(2)(C) of the Internal Revenue Code, any amount payable pursuant to this Paragraph 5(j) shall be paid over the Buy-Out Period prescribed by Paragraph 13(d) (i.e., over twice the remaining term of the SPC).

(k) If either the Club or the Player fail timely to comply with any of the requirements set forth in Paragraph 5, absent a showing of good cause, then such non-complying party shall be deemed to have acceded to the other party's position in such dispute.

(l) The Club and Player shall cooperate, and shall cause their respective physicians to cooperate, for the purpose of making medical records available to any physician who examines the Player pursuant to this Paragraph 5.

(m) For purposes of clarity, the Club Physician, the Player's Physician and the independent physician shall be charged only with determining whether the Player is disabled and unable to perform his duties as a hockey Player. Any other determinations, including whether a Player's disability is a hockey related injury, shall be within the jurisdiction of the Impartial Arbitrator.

(n) In connection with a disability which is not caused by an injury sustained during the course of his employment as a hockey Player including travel with his team or on business requested by his Club, the procedures set forth in this Paragraph 5 shall also apply to the Club Physician's determination regarding the Player's physical fitness to return to play. If the Player is declared to be fit for play, by the Club Physician and the Player's Physician, or by the independent doctor, he must perform his duties hereunder and shall be entitled to receive the full benefits of this Agreement. If he is declared to be not physically able to play, he shall not be entitled to the benefits of this Agreement until he has been declared to be physically fit to play by the independent medical specialist.

(o) The reasonable costs incurred by the Player in the course of obtaining a second opinion pursuant to this Paragraph 5 shall be borne equally by the Club and the Player.

6. The Player represents and agrees that he has exceptional and unique knowledge, skill and ability as a hockey Player, the loss of which cannot be estimated with certainty and cannot be fairly or adequately compensated by damages. The Player therefore agrees that the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunctive proceedings without first exhausting any other remedy which may be available to the Club, from playing hockey for any other team and/or for any breach of any of the other provisions of this SPC.

7. The Player and the Club recognize and agree that the Player's participation in other sports may impair or destroy his ability and skill as a hockey Player. Accordingly the Player agrees that he will not during the period of this SPC or during any period when he is obligated under this SPC to enter into a further SPC with the Club engage or participate in football, baseball, softball, hockey, lacrosse, boxing, wrestling or other athletic sport without the written consent of the Club, which consent will not be unreasonably withheld.

8. (a) The Club recognizes that the Player owns exclusive rights to his individual personality, including his likeness. The Player recognizes that the Club owns exclusive rights to its name, emblems and uniform, which the Player wears as a hockey Player for the Club.

The Player hereby irrevocably grants to the Club during the period of this SPC and during any period when he is obligated under this SPC to enter into a further SPC with the Club the right to permit or authorize any firm, person or corporation to take and make use of any still photographs, motion pictures or electronic (including television) images of himself in uniform and agrees that thereafter all rights in such photographs, pictures and images (including the right to identify him by name) shall belong to the Club exclusively for the purposes of telecasts, film or video documentaries or features, advertisements and promotions of the Club's games, use by the media for reportorial purposes, game programs, yearbooks, magazines and the like, and purposes in which the focus is on the Club or game and not the individual Player.

The Club hereby irrevocably grants to the Player during the period of this SPC and thereafter the right to use the name of the Club (but not the emblem or uniform unless otherwise agreed) to identify himself, truthfully, as a Player of the Club, past or present.

All obligations and rights set forth in this Paragraph 8(a) shall be subject to modification from time to time by the provisions of the CBA.

(b) The Player further agrees that during the period of this SPC and during any period when he is obligated under this SPC to enter into a further SPC with the Club, he will not make public appearances, participate in radio or television programs, or permit his picture to be taken, or write or sponsor newspaper or magazine articles, or sponsor commercial products without the written consent of the Club which consent shall not be unreasonably withheld.

9. It is mutually agreed that the Club will not pay, and the Player will not accept from any person, any bonus or anything of value for winning or otherwise attempting to affect the outcome of any particular game or series of games except as authorized by the League By-Laws.

10. The Player agrees he will not tamper with or enter into negotiations with any Player under SPC or reservation to any Club of the League for or regarding such Player's current or future services, without the written consent of the Club with which such Player is connected under penalty of a fine to be imposed by the Commissioner of the League.

11. It is mutually agreed that the Club shall have the right to Assign or to Loan this SPC, and the Player agrees to accept and be bound by such Assignment or Loan, and will faithfully perform and carry out this SPC with the same purpose and effect as if it had been entered into by the Player and such other club.

It is further mutually agreed that in the event that this SPC is Assigned, or the Player's services are Loaned, to another club, the club shall by notice in writing delivered to the Player advise the Player of the name and address of the club to which he has been Assigned or Loaned, and specify the time and place of reporting. If the Player fails to report to such other club, he may be suspended by such other club and no Paragraph 1 Salary shall be payable to him during the period of such suspension.

12. **Default.** If a Club defaults in the payment of any compensation to the Player provided for in his SPC or fails to perform any other obligation under his SPC, the Player may, by notice in writing to the Club and to the League and the NHLPA, specify the nature of any and all defaults and thereafter:

(a) If the Club fails to remedy the default within fourteen (14) days from receipt of such notice, except as hereinafter provided in Paragraphs 12(b), (c) and (d), the SPC shall be terminated, and, upon the date of such termination, all obligations of both parties shall cease, except the obligation of the Club to pay the Player's compensation to that date, provided, however, that;

(b) the Player hereby irrevocably offers the League an option to cure said default within the seven (7) days next succeeding the fourteen (14) days within which the Club may cure

the default upon the condition that, in the event the League may accept this offer, the League would then guarantee payment of that portion of the Player's compensation, as set forth in the Player's SPC, as may become due for a period of twenty-one (21) days from receipt by the League of any notice of default. The League may accept this offer by notification to the Player and the NHLPA in writing of such acceptance and of its guarantee of said twenty-one (21) day compensation period as soon as possible following receipt of notice of default from Player but in no event later than fourteen (14) days following receipt of such notice. This offer will be deemed rejected if not accepted as set forth above;

(c) said option may be assigned by the League to any other Club and, upon such assignment, the assignee Club shall inure to all of the rights of and assume all obligations of the League under this Paragraph 12;

(d) the Player further agrees that, if the League has given due notice as set forth in Paragraph 12(b), he will continue to perform all of his obligations under his SPC for the full twenty-one (21) day period and, in the event the Club does not cure the default within the fourteen (14) day period, as set forth in subsection (a), the League, or any Club to which its option has been assigned, may cure the default within the seven (7) days following the first fourteen (14) days next succeeding receipt of notice of default; and

(e) the Club agrees if it does not cure the default within the fourteen (14) day period, as set forth in Paragraph 12(a) above, and the League, or an assignee Club, cures said default in accordance with Paragraph 12(b), (c) and (d) then, in such event, all rights and obligations of the Club under this SPC shall be transferred to the League, or such assignee Club, provided, however, that no obligation with respect to a default or defaults claimed to exist at the time of notice of default, as provided above, but not specifically included and set forth in said notice shall be assumed by the League or such assignee Club and the League or such assignee Club shall have no liability with respect thereto.

(f) The Club and/or the League may dispute the Player's assertion of a default through an expedited arbitration proceeding in which case the Arbitrator shall be directed both to hear and decide such case within fourteen (14) days of receipt of notice from the Player pursuant to this Paragraph 12 absent a showing of good cause by the League and/or the Club as to why it requires additional time in order to adequately investigate and try such case. In such event, it is nonetheless the intention of the parties that the case be heard and decided as expeditiously as possible. During the pendency of the Grievance concerning the existence of a default, the Player's SPC shall remain in full force and effect.

13. The Club, in addition to other rights hereunder, at its option, by written notice delivered to the Player in accordance with Exhibit 3, may terminate this SPC on the following conditions:

(a) The Club shall offer the Player on Unconditional Waivers, either before or promptly after the notice of intention to exercise the Ordinary Course Buy-Out option (herein called "notice of termination") is given.

(b) Termination pursuant to this Paragraph shall be effective upon receipt by the Player of the notice of termination and the Player clearing Unconditional Waivers pursuant to Paragraph 13(a) above.

(c) The notice of termination shall be effective if given in the form attached as CBA Exhibit 20, with a copy to the NHLPA and Central Registry as follows:

(i) beginning the later of June 15 or forty-eight (48) hours after the conclusion of the Stanley Cup Finals and ending at 5:00 p.m. New York time on June 30; and

(ii) For Clubs who have Club or Player elected Salary Arbitration filings pursuant to Article 12, within the forty-eight (48) hour period beginning on the third day following the later of: (i) the Club's receipt of its last salary arbitration award; or (ii) settlement of its last case (provided such award was received or such settlement occurred prior to 7:00 p.m. New York time; awards or settlements that occurred or were received at or after 7:00 p.m. New York time will be deemed to have occurred or received the following business day for purposes of this provision).

(d) If the Club elects to terminate this SPC pursuant to this Paragraph 13, it shall be obligated to pay to the Player, in equal semi-monthly installments, to be paid in accordance with the payroll payment schedule applicable to the Club's Active Roster, over twice the remaining term of the SPC (the "Buy-Out Period"):

(i) if the Player is under 26 years of age at the time the termination is effective, an amount equal to 1/3 of, or

(ii) if the Player is 26 years of age or older at the time the termination is effective, an amount equal to 2/3 of the total fixed amount of the Player's Paragraph 1 NHL Salary, for the unexpired fixed-term of this SPC, reduced by any advance payment of Paragraph 1 Salary received by the Player prior to the date the termination is effective.

(e) Upon termination, the Player shall immediately be an Unrestricted Free Agent and shall no longer be obligated to perform under this SPC.

(f) Waiver claim of Player by another Club shall pre-empt and relinquish Club's Buy-Out obligation, due to failure to clear Waivers.

(g) Clubs shall file their Buy-Out agreements, the form of which is attached hereto as Exhibit 21, with Central Registry and the NHLPA within 24 hours of such agreements becoming effective.

14. The Club may also terminate this SPC upon written notice to the Player (but only after obtaining Waivers from all other Clubs) if the Player shall at any time:

(a) fail, refuse, or neglect to obey the Club's rules governing training and conduct of Players, if such failure, refusal or neglect should constitute a material breach of this SPC.

(b) fail, refuse or neglect to render his services hereunder or in any other manner materially breach this SPC.

In the event of termination under Paragraph 14(a) or (b) the Player shall only be entitled to compensation due to him to the earlier of the date such notice is personally delivered to him or the date such notice is e-mailed to him.

In the event this SPC is terminated by the Club while the Player is "away" with the Club for the purpose of playing games the installment then falling due shall be paid on the first week-day after the return "home" of the Club.

15. The Player further agrees that the Club may carry out and put into effect any order or ruling of the League or its Commissioner for his suspension or expulsion and that in the event of suspension his Paragraph 1 Salary shall cease for the duration thereof and that in the event of expulsion this SPC shall terminate forthwith.

16. Except as otherwise provided in CBA Article 18, the Player agrees that, in the event of his suspension without pay pursuant to any of the provisions of this SPC, there shall be deducted from the Paragraph 1 Salary an amount equal to the exact proportion of such salary as the number of days' suspension bears to the total number of days of the Regular Season Games.

17. If because of any condition arising from a state of war or other cause beyond the control of the League or of the Club, it shall be deemed advisable by the League or the Club to suspend or cease or reduce operations, then:

(a) in the event of suspension of operations, the Player shall be entitled only to the proportion of Paragraph 1 Salary due at the date of suspension,

(b) in the event of cessation of operations, the Paragraph 1 Salary shall be automatically canceled on the date of cessation, and

(c) in the event of reduction of operations, the Paragraph 1 Salary shall be replaced by that mutually agreed upon between the Club and the Player, or, in the absence of mutual agreement, by that determined by neutral arbitration.

18. The Club and the Player severally and mutually promise and agree to be legally bound by the League Rules that affect any terms or conditions of employment of any Player and by any collective bargaining agreement that has been or may be entered into between the member Clubs of the League and the NHLPA, and by all of the terms and provisions thereof. This SPC is entered into subject to the CBA between the NHL and the NHLPA and any provisions of this SPC inconsistent with such CBA are superseded by the provisions of the CBA.

The Club and the Player further agree that in case of dispute between them, except as to the compensation to be paid to the Player on a new SPC, the dispute shall be referred within one year from the date it arose to the Commissioner of the League, as an arbitrator and his decision shall be accepted as final by both parties, unless, and to extent that, other arbitration procedures

are provided in any collective bargaining agreement between the member Clubs of the League and the NHLPA to cover such dispute.

The Club and the Player further agree that all fines imposed upon the Player under the Playing Rules, or under the provisions of the League By-Laws, shall be deducted from the Paragraph 1 Salary of the Player and be remitted by the Club to the NHL Players' Emergency Assistance Fund.

19. The Club and the Player represent and warrant that there are no undisclosed agreements of any kind, express or implied, oral or written and that there are no promises, undertakings, representations, commitments, inducements, assurances of intent, supplements or understandings of any kind between the Player or his Certified Agent and the Club that have not been disclosed to the NHL, with regard to: (i) any consideration of any kind to be paid, furnished or made available during the term of the SPC or thereafter; and/or (ii) and future renegotiation, extension, amendment or termination of this SPC.

20. Capitalized terms shall have the meaning set forth in the CBA, to the extent not otherwise defined in this SPC.

21. Unless otherwise specified, the service of all notices pursuant to the provisions of the SPC shall be effected in accordance with Exhibit 3 of the CBA.

22. The parties agree that the rights provided herein and in the CBA and in any addendum hereto and the promise of the Player to play hockey only with the Club, or such other club as provided in Paragraphs 2, 11 and 12, and the Club's right to take pictures of and to televise the Player as provided in Paragraph 8 of this SPC have all been taken into consideration in determining the Paragraph 1 Salary payable to the Player.

23. It is severally and mutually agreed that this SPC and the CBA contain the entire agreement between the parties and there are no oral or written inducements, promises or agreements except as provided herein.

In Witness Whereof, the parties have signed this _____ day of _____ A.D. 20____.

Witnesses:

_____	_____
_____	Club
_____	_____
	Address of Club
_____	_____
	President
_____	_____
	Player
_____	_____
	Home Address of Player

I hereby certify that I have, at this date, received, examined and noted of record the within SPC, and that it is in regular form.

Dated _____, 20 _____
for the National Hockey League

Les parties ont par les présentes exprimé leur volonté expresse que ce contrat soit rédigé en anglais.

The parties hereby state their expressed wish that this SPC be drafted in the English language.

**EXHIBIT 5
PERFORMANCE BONUSES**

The following is a list of the only performance bonuses that may be included in a Player's Entry Level SPC. Each bonus is stated in terms of both the category of performance and the minimum level of performance required for such bonus. For certain bonuses, there is a limit on the amount payable for the bonus as set forth below. Bonuses paid under this provision are outside the Entry Level Compensation limits. No other performance bonuses, except games played bonuses, may be included in a Player's Entry Level SPC. Final National Hockey League official statistics shall be utilized in determining whether a Player achieved an Exhibit 5 bonus. No post season challenges to the final statistics will be entertained. All bonuses relating to statistical achievement shall be based on the Player's performance in Regular Season Games only.

1. Individual "A" Bonuses Paid by Clubs

The maximum amount payable for any single category of Individual "A" Bonuses identified below is \$212,500 per season. (For example, an Entry Level SPC may not contain bonuses of \$212,500 for 20 goals and an additional \$212,500 for 30 goals, provided, however, it may contain a bonus of \$100,000 for 20 goals and \$112,500 for 30 goals). An Entry Level SPC may contain any number of Individual "A" Bonuses; however, a Player may not receive more than \$850,000 in total aggregate Individual "A" Bonuses per season. Individual "A" Bonuses are payable by the Clubs (as opposed to the League).

(a) Forwards

- (i) Ice time (aggregate and/or per Game). Player must be among top six (6) forwards on the Club (minimum 42 Regular Season Games played by Player and comparison group). (Note: an Entry Level SPC may contain bonuses for both aggregate and per Game ice time; however, the maximum aggregate amount the Player may receive on account of the ice time category is \$212,500.)
- (ii) Goals: 20 Goal Minimum
- (iii) Assists: 35 Assist Minimum
- (iv) Points: 60 Point Minimum
- (v) Points Per Game: .73 Points Per Game Minimum (minimum 42 Regular Season Games played)
- (vi) Plus-Minus Rating: Among top three (3) forwards on the Club (minimum 42 Regular Season Games played by Player and comparison group).

- (vii) End-of-Season NHL All-Rookie Team
- (viii) NHL All-Star Game (selected to play or plays)
- (ix) NHL All-Star Game MVP

(b) Defensemen

- (i) Ice time (aggregate and/or per Game). Player must be among top four (4) defensemen on the Club (minimum 42 Regular Season Games played by Player and comparison group). (Note: an Entry Level SPC may contain bonuses for both aggregate and per Game ice time; however, the maximum aggregate amount the Player may receive on account of the ice time category is \$212,500.)
- (ii) Goals: 10 Goal Minimum
- (iii) Assists: 25 Assist Minimum
- (iv) Points: 40 Point Minimum
- (v) Points Per Game: .49 Points Per Game Minimum (minimum 42 Regular Season Games played)
- (vi) Plus-Minus Rating: Among top three (3) defensemen on the Club (minimum 42 Regular Season Games played by Player and comparison group).
- (vii) Blocked Shots: Among top two (2) defensemen on the Club (minimum 42 Regular Season Games played by Player and comparison group).
- (viii) End-of-Season NHL All-Rookie Team
- (ix) NHL All-Star Game (selected to play or plays)
- (x) NHL All-Star Game MVP

(c) Goaltenders

- (i) Minutes Played: 1,800 minutes minimum
- (ii) GAA: $GAA \leq$ median GAA of all goaltenders who played 25 or more Regular Season Games. (If there is an even number of these goaltenders, the median will be the average of the two middle values.) (25 Game minimum, 30 minute minimum*)
- (iii) Save %: $Save \% \geq$ median save % of all goaltenders who played 25 or more Regular Season Games. (If there is an even number of these

	KEY ISSUES	APPLICABLE RULE
		above will be required to clear Waivers prior to being Loaned.
37	No-Trade/No-Move Clauses	Notification deadlines in NMCs and NTCs shall be extended/modified so that no Player or Club is prejudiced by the late start to/shortened 2012-13 Regular Season. The NHL and NHLPA shall review all SPCs containing NMCs or NTCs and extend/modify any and all Notification deadlines so that no Player or Club is prejudiced. For example, if an SPC contains a NTC that requires the Player to provide his Club with a written list of Clubs to which the Club may not trade the Player on or before January 1, 2013, the NHL and NHLPA shall extend the date so that neither the Club nor the Player is prejudiced.
38	2012-13 Training Camp	Players are required to report to Training Camp; provided that a Player will not be penalized for failure to timely report if the Player has made reasonable efforts to report, and in no event will a Player be penalized if he has reported by January 14 at 10 a.m. local time. Training Camp activities shall be limited to 3.5 hours per day, provided, however, on-ice activity shall be limited to 2.25 hours per day. No on-ice activity allowed on same day as off-ice physical fitness testing, if applicable.
39	Critical Dates Calendar: Free Agent Discussion/Signing Period	Players and Clubs may discuss a contract beginning Monday, January 7, 2013 at 8:00 am. Signing Period opens within two (2) hours of the parties signing the MOU.
40	Critical Dates Calendar	As agreed between the NHL and NHLPA
41	2012-2013 Schedule	PA has reviewed schedule before implementation.
42	Arbitrability of Post Lockout Grievances	Grievances where entitlement accrued after September 15, 2012 but before January 20 shall be subject to time limits in 2005 CBA.
43	Pending Grievances	NHL and NHLPA to meet in Toronto within 28 days of the later of the execution of the MOU to discuss or mediate pending grievances; establish schedule for hearings until July 2013.
44	Election Date for Benefits	Tolling of 60-day election period for player life time medical insurance to commence on the first day of Regular Season.
45	Pension Vesting	Immediate vesting will be automatic when the U.S. Savings Plan is converted and the Canadian Pension Plan is frozen. No transition rule required.
46	Training Camp compensation for Players currently playing while on Loan	If a Player is currently playing in the AHL or in the CHL on Loan and he is recalled to Training Camp, Club shall pay his AHL or CHL (if any) compensation, as the case may be, during the time he is in NHL Training Camp if he is Loaned

	KEY ISSUES	APPLICABLE RULE
		back to the AHL or CHL prior to January 29, 2013. Such payment shall be made in the first regular pay period after the Loan.
47	Reasonable Implementation Period (but no later than commencement of 2013/14 season) for:	<p>a. Various requirements in Article 34: medical certification requirements, creation of Second Medical Opinion List, 2 full time Athletic Trainers, monitoring and recording use of prescription drugs in AHMS, updated authorization forms, Visiting Team Training/Medical Supplies, Visiting Team Workout Equipment Standardization and Locker Room Supplies (e.g., shower supplies, towels, etc.). The Second Medical Opinion process, using doctors approved by the Club and Player, shall be complied with during the 2012/13 season.</p> <p>b. Requirement of 8 ice shovelers per arena.</p> <p>c. Prohibition of on ice activities for two hours prior to pre-game warm-up.</p> <p>d. Extension of standard Regular Season intermission to 18 minutes and reduction of period for permissible on-ice activities to four minutes (implementation immediately except Clubs that have preexisting execution commitments).</p> <p>e. Implementation of NHLPA extranet for notices arising out of Commissioner Discipline (subject to further discussion with the League regarding implementation and usability).</p>
48	Implementation for the 2013/2014 Season:	<p>a. Modification of Prohibited Substances List to add illegal substances that can be used as performance enhancers. Use 2011/12 list of Prohibited Substances for the 2012/13 season.</p> <p>b. Two days off in Training Camp requirement.</p> <p>c. Email notification provisions, including creation of Club email addresses and player extranet site (to be implemented for the 2013/14 negotiating period, subject to further discussion with the League regarding implementation and usability).</p> <p>d. March 1 10% tagging rule.</p>
49	Cap Advantage Recapture	Total Payment and Total Cap Charge to be calculated based on face value of SPCs for the 2012/13 season.
50	Club Rules	<p>a. Club Rules that were submitted for approval for the 2012/13 season, and were approved by the NHLPA, may be adopted for the 2012/13 season.</p> <p>b. Club Rules that were submitted for approval for the 2012/13 season, if not already approved by the NHLPA, may nonetheless be deemed approved and adopted on a without prejudice basis for the 2012/13 season if such Rules were submitted and approved for the 2011/2012 season.</p>