

TRANSFER REGULATIONS

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1. **TRANSFER PERIODS**

- 1.1. Players (hereinafter collectively referred to as players from Teams, Non-Member Squads or players not being part of a team) may only be Transferred (as defined below) to a Team during the Transfer Window (as defined below) and/or during the Season in accordance with the provisions set out in these Transfer Regulations.
- 1.2. The Transfer Window commences at 9:00am EST after the League finals and ends at 5pm EST on the date that is 10 calendar days before the start of the next Season ("**Transfer Window**").
- 1.3. During the Transfer Window, there are no limits on the number of Players any Team may Transfer to or from its squad (subject at all times to the other provisions of these Transfer Regulations).
- 1.4. Outside the Transfer Window, Teams are only allowed to Transfer up to a maximum of two (2) new Players to and/or from its squad. For the avoidance of doubt, if a Team adds up a Player, the elimination of a corresponding Player (whether through cut, trade or some other transaction) as part of that same transaction shall only count as one Transfer. If a Team Transfers any player onto its squad outside the Transfer Window, that Player cannot be Transferred off said squad until the Transfer Window re-opens. Moving between a Pro League Team and that Team's ESEA Premiere affiliate (if any) shall not be deemed two Teams.
- 1.5. No Players may be Transferred (whether or not such players are Free Agents) after the "Trade Deadline." The "**Trade Deadline**" shall be 5pm EST on the date that is the calendar day prior to the last two scheduled match days of the pertinent regular Season for the League.
- 1.6. In the event of extraordinary circumstances, a Team can petition the League for a third Transfer outside of the Transfer Window (an "**Emergency Exchange**"). An Emergency Exchange can be granted (or rejected) in the League's sole discretion after reviewing each case individually. If granted, the Emergency Exchange will carry the stipulation that it will be allowed to occur only if the Team also simultaneously removes a previously added player from the roster, so that no Team at any time shall have more than two Players that were not part of the roster at the beginning of the season. The League shall have the right to impose other restrictions or conditions as it sees fit in light of the circumstances of said emergency. The Team requesting the Emergency Exchange shall furnish to the League all pertinent information concerning the circumstances of the emergency requested by the League in order for the League to consider the request.
- 1.7. Teams that go into Relegation after the Regular Season is over are locked starting with the end of their last Season match until after the Relegation tournament is concluded. During this lock, the Team is unable to Transfer any Players into or out of the Team.

- 1.8. Each Team shall submit to the Commissioner its final roster of five active Players participating in the pertinent Season of the League together with up to three (3) Substitutes (as defined below) by 5pm EST on the date that is 10 calendar days before the start of the upcoming Season. A Coach may be treated as a Substitute if so designated in the Substitutes notice. A Substitute may be introduced as an active Player by a Team at any stage of the Season for any reason in place of one of the existing Players on said squad. Introducing a Substitute shall not be considered a Transfer under the terms and conditions of these Transfer Regulations. No Player Roster shall, at any point in time, consist of more than five active Players plus three Substitutes; as such any addition of a Player to a Player Roster shall require the corresponding deletion of one of the existing Players from said Roster, and any addition of a Substitute to a Player Roster shall require either the moving an existing Player down to the ESEA affiliate in his/her place, or cutting said Player from the Team. Notwithstanding any other rules hereunder, no Player may be an active Player on both the Team and any other CS:GO squad (including, but not limited to, any ESEA affiliate or academy team). As such, a Player that is moved up from an academy team or ESEA affiliate shall be considered a Transfer if said Player moves more than two times between the Team and any academy team or ESEA affiliate during any one Season.
- 1.9. Any Team who has a Player contract or contracts in effect prior to the effective date of these regulations and said contract(s) is(are) due to and does expire under its terms outside of the Transfer Window and after the Trade Deadline, and Team does not enter into a new contract with said Player(s), then, on a one time only basis, the Team shall be entitled to secure a new Player or Players, as the case may be, solely to replace the particular Player(s) at issue, without being deemed in violation of these Transfer Regulations.

2. **TRANSFER CRITERIA**

- 2.1. A fully-executed agreement between the Team and the Player must be entered into in order for the Player to be considered part of, and added up to, a Team's roster. A Player may only be engaged by one Team at a time during a Season, i.e. a Player is not allowed to have a contract simultaneously with two or more Teams, whether written or oral, during the pertinent Season (except in the case of a permitted loan under these regulations).
- 2.2. Teams are free to draft the content and duration of their contracts with Players; provided that, for any Player contract entered into after the date these Transfer Regulations take effect, the termination date for said contract shall be either June 30th or December 31st.
- 2.3. The Executive Board shall provide Standard Terms and Conditions for Player Contracts which shall be implemented by the Teams. In the event of any conflict between any Team-Player contract and the Standard Terms and Conditions for Player Contracts, the Standard Terms and Conditions for Player Contracts shall control.

3. **TRANSFER PROCESS**

For Transferring a Player, the following process must be followed:

3.1. If a Team is desirous to Transfer in a Player that is not a Free Agent, (a) the Team from which the Player is to be Transferred from must be informed prior to any direct or indirect contact with the Player and (b) an agreement between the two pertinent Teams specifying all of the material terms and conditions for said Transfer must be reached, reduced to writing and signed.

3.2. If a Team is desirous to Transfer in a Player that is a Free Agent, (a) the Team from which the Player is to be Transferred (if any) need not be informed prior to any direct or indirect contact with the Player and (b) an agreement between the Team and said Player specifying all of the material terms and conditions for said Transfer must be reached, reduced to writing and signed.

3.3. Before any Transfer can be fully completed and deemed official, the Team to which the Player is to be Transferred has to submit to the Executive Board a request for the Transfer specifying the material details of the Transfer (including but not limited to the name of the Player, the duration of the contract, the Player's contract(s) and any other pertinent terms or conditions associated with said Transfer) (each, a "**Transfer Request**"). In the event the League has a good faith question regarding whether a given Transfer was made in violation of these regulations, said agreement must be presented to the League for its review and approval. The League shall keep said agreement confidential.

3.4. Upon request by the Executive Board, the Team from which the Player is to be Transferred shall give evidence to the Executive Board that the former contract of the Player ended.

3.5. For any contract entered into after the date these Transfer Regulations take effect, no matching rights shall be contained in any Player-Team contracts.

3.6. Teams may rely on the Player Roster Database to ascertain whether a Player is or is not a Free Agent, provided that in the event of any disagreement as to a Player's status, the final determination shall rest with the Executive Board. Misrepresenting a Player's contractual status within the Player Roster Database shall be a sanctionable offense, including up to termination of the license to participate in the League.

4. **DECISION UPON TRANSFER REQUEST**

4.1. Notwithstanding anything else contained herein or elsewhere, the Executive Board may reject any Transfer Request, in which case the Player or Players at issue may not be Transferred to another Team if:

- the League determines in its sole discretion that the proposed Transfer would be in violation of any provision(s) of these Transfer Regulations unless the parties cure any such violation (if curable) within 10 days after being advised by the League of what provision(s) the proposed Transfer violates;

- the Transfer Request has not been fully specified to the Executive Board; or
 - the competitive balance of the League would otherwise be seriously disturbed which shall be at the sole discretion of the Executive Board; provided that the rationale for the Executive Board's decision shall be furnished to the effected parties promptly upon request therefore.
- 4.2. The Transfer of a Player shall come into effect upon (i) the Executive Board's approval (which approval shall be given or denied within five (5) business days after receipt of the Transfer Request; provided that if a team requires a decision sooner so as to not interrupt scheduled matches, the League shall endeavor to provide such decision as soon as reasonably practicable); (ii) the adding up of the Player by the Team to the Team account on the official website for the Teams' squads to be designated by the Executive Board (e.g. ESEA's website) at least forty-eight (48) hours before the official start of the Team's next scheduled match; and (iii) the adding up of the Player by the new Team to the Player Roster Database.

5. LOAN OF PLAYERS

No Player may be loaned to another Team except as expressly provided for herein. A Player may be loaned from one Team to another; provided that (a) said loan shall count as a Transfer, (b) said loan shall be for the balance of the entire Season (i.e., said Player shall not be permitted to return to his/her original Team for the duration of the Season in which he/she is loaned out); and (c) no loans shall take place after the Trade Deadline.

6. ANTI-TAMPERING

- 6.1. No Player, owner, manager or member of a Team shall directly or indirectly, (i) entice, induce, persuade, or attempt to entice, induce or persuade, any Player who is not a Free Agent to enter into negotiations for or relating to his or her services to play in the League or negotiate or contract for such services or (ii) otherwise interfere with any such relationship between the Player and his or her Team (hereinafter collectively "**Tampering**"). At the time a Team indicates interest in securing a non-Free Agent Player's services through the Player Roster Database, that Player shall be given concurrent notice of such expression of interest through the email address provided by such player and entered into said Player Roster Database; provided that only the name of the team that has so expressed interest shall be revealed and no other information or communication shall take place directly or indirectly between the Player and the other Team.
- 6.2. A Player shall be deemed a "**Free Agent**" and designated as such on the Player Roster Database either (i) on the date that is eight (8) weeks prior to the day his or her contract is scheduled to expire with his/her current Team, or (ii) at any time before if mutually agreed between the Player and the Team. The pertinent Team shall (a) enter the contractual details called for in the Player Roster Database and (b) notify the Commissioner seven (7) days before the date under Sec. 6.2 (i) that he/she

should be designated a Free Agent. It shall be the responsibility of each Team to keep the Player Roster Database updated with the most current contractual information for each Player on its roster and for adding any Player to its roster at the time of any Transfer or other change to its roster.

- 6.3. In the event that a Team and one of its Players have agreed on the prolongation of the Player's contract before its expiration, the Team shall (a) immediately update the Player Roster Database, and (b) provide prompt written notice to the Commissioner (or his designee) thereof. Any Team signing a Free Agent shall (a) immediately update the Player Roster Database to reflect said signing, and (b) provide prompt written notice to the Commissioner (or his designee) thereof.
- 6.4. The failure to input a Team's roster into the Player Roster Database or to keep that data current and accurate will result in the presumption that the player(s) so affected shall be presumed to be Free Agent(s). The Player Transfer Database shall identify both the Transfer Window and the Trade Deadline; provided that in the event of any dispute over the window or deadline, the Executive Board shall make the final determination.
- 6.5. No Team or Player shall rely on any other source to ascertain free agency other than the Player Roster Database.

7. DEFINITIONS

Capitalized words shall have the meaning as described in these Transfer Regulations. For the purpose of these Transfer Regulations, the terms set out below are defined as follows:

- "**League**" shall mean all leagues established, promoted, operated and/or hosted by WESA, regarding all game titles and including all conferences and divisions (premier league/Pro League and lower divisions);
- "**Player Roster**" shall mean the five Players designated by the Team as their starting roster and up to three Substitutes;
- "**Coach**" shall mean the person designated by the Team to assist and direct the players during the matches. Teams shall not have more than one Coach;
- "**Player Roster Database**" shall mean the database maintained and operated by WESA listing all current Players, together with the details of the duration of their contracts, their ages, nationalities, and other pertinent details;
- "**Executive Board**" shall mean the Executive Board of WESA in the meaning of the Articles of Association of WESA;
- "**Non-Member Squads**" shall mean teams that are licensed to participate in the League(s) without being a member of the WESA;
- "**Players**" shall collectively mean players (including Substitutes) from

Teams, Non-Member Squads or players not being part of a team;

- **"Season"** shall mean the regular season and the season finals of the League, including finals and relegation, as set out by the Executive Board in accordance with the applicable Rulebook;
- **"Substitute"** shall mean a player (or Coach) (i) under exclusive contract to the Team for CS:GO or under contract with a Team's ESEA Premiere affiliate (if any) and (ii) so designated to the League as one of the Team's three Substitutes for the given Season as required by Section 1.7 above;
- **"Team"** shall mean teams that are members of the WESA and Non-Member Squads;
- **"Transfer"** shall mean any acquisition of a Free Agent, the sale of any Player, or the trade or loan of any Player;
- **"WESA"** shall mean the World Esports Association.
- **"WESA Regulations"** shall mean all regulations and decrees governing the legal, financial and technical details of the operation of the League and other events of WESA as well as the rules of procedures. The WESA Regulations include, for example, rulebooks for specific game titles (each, a **"Rulebook"**) and standard terms and conditions for Player contracts (**"Standard Terms and Conditions for Player Contracts"**).