

NFL PLAYERS ASSOCIATION

**REGULATIONS
AND CODE OF CONDUCT**

GOVERNING REGISTERED
PLAYER FINANCIAL ADVISORS



NFL PLAYERS
ASSOCIATION

(As amended in March of 2016 and edited in June of 2016.)



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NFLPA REGULATIONS AND CODE OF CONDUCT GOVERNING REGISTERED PLAYER FINANCIAL ADVISORS

INTRODUCTION

The National Football League Players Association is pleased to welcome you to a program governing financial advisors to NFL players. The NFLPA's Financial Advisor Registration Program, the first of its kind in professional sports, will give NFL players access to a diverse group of qualified, pre-selected financial advisors.

The following Regulations, Application, and Appendices set forth the Program in detail. The first step is that financial advisors have appropriate qualifications to be eligible to participate. Background checks and due diligence will be performed to ensure that financial advisors meet our eligibility standards. Secondly, by joining the Program, all financial advisors agree to abide by rules which are designed to both protect and inform players. Lastly, through participating, every financial advisor will be afforded unique information on NFL players, their benefits, and compensation structure.

We recognize that we are the first sports union to offer this unprecedented, exclusive service to our members. We believe, however, that the Financial Advisors Registration Program represents not only an extraordinary benefit to our players, but a singular opportunity for the financial community as well.

For further information, please see our website at www.nflplayers.com and click on the Financial Advisor link. You may also contact the Player Services and Development Department at 800-372-2000.

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION REGULATIONS AND CODE OF CONDUCT GOVERNING REGISTERED PLAYER FINANCIAL ADVISORS

The Officers and Player Representatives of the National Football League Players Association (“NFLPA”) are concerned with promoting the integrity of those who represent NFL Players in financial matters. In order to address these concerns, the NFLPA has adopted and implemented the following Regulations and Code of Conduct for financial advisors who are registered with the NFLPA:

SECTION ONE: DEFINITIONS

“Accredited College or University” means a college or university as recognized by the U.S. Department of Education and the Council for Higher Education Accreditation (CHEA), or the Office of Degree Authorization (ODA). Any foreign institution must have the foreign equivalent of U.S. approved accreditation as determined by the Office of Degree Authorization.

“Alternative Investment” means, except as otherwise specified in this definition, any debt, equity or other security within the meaning of Section 2(a)(1) of the Securities Act of 1933, as amended (“Securities Act”) (defining the term “security”); Sections 3(a)(1) through 3(a)(8) of the Securities Act (defining “exempt securities”); Section 3(a)(10) and 3(a)(11) of the Securities Exchange Act of 1934, as amended (“Exchange Act”) (“security” and “equity security”); Section 3(a)(12) of the Exchange Act (“exempted security” or “exempted securities”); Section 2(a)(36) of the Investment Company Act of 1940, as amended (“Investment Company Act”) (“security”); and Section 202(a)(18) of the Investment Advisers Act of 1940, as amended (Advisers Act) (“security”), whether that security has been issued by an operating company, an investment company however organized (including, but not limited to, such entities generally exempt from registration under the Investment Company Act and/or other provisions of the federal securities laws as a hedge fund, a private equity fund, a venture capital fund, or a leveraged-buyout fund), partnership, limited liability company, trust or any other entity organized under the laws of the U.S. (including, but not limited to, any state or territory thereof), or the laws of any other jurisdiction outside the U.S. “Alternative Investment” also means any “commodity” as defined under Section 1(a)(3) or other provisions of the Commodities Exchange Act, as amended (“CEA”); any derivative instrument regardless of whether it constitutes a security or commodity under U.S. federal, state or territorial law; investments in foreign currency; any annuity or other insurance product, whether or not it constitutes a “security” or “commodity,” including a whole-life insurance policy covering the Player and/or members of his immediate family; any investment in commercial or other real estate; any investment in the assets of a small business or other enterprise, however organized and regardless of its “for-profit” or “non-profit” status under U.S. federal tax law; and any other form of investment of a Player’s money or other property or item of value that is not expressly covered by this definition or the exceptions thereto set forth in the next paragraph.

The following securities, commodities or other forms of investment are excepted from this definition and, as such, will not be treated as an “Alternative Investment”: (1) any security that is listed for trading on a national securities exchange registered under Section 6 of the Exchange Act, or quoted in a U.S.-based automated inter-dealer quotation system of a national securities association registered under Section 15A of the Exchange Act; (2) investments in U.S.-denominated currency (that is, U.S. cash or cash equivalents); (3) a security within the meaning of Section 3(a)(42) of the Exchange Act (“government securities”); (4) a municipal security within the meaning of Section 3(a)(29) of the Exchange Act (“municipal securities”), but only if the final official statement pursuant to which the security was issued is publicly available through the Municipal Securities Rulemaking Board and/or at least one Nationally Recognized Securities Information Depository (“NRSID”) within the meaning of Exchange Act Rule 15c2-12, along with each appropriate state depository, and the issuer or other obligated person provides financial information or operating data annually to at least one NRSID and each appropriate state depository; (5) corporate bonds or other debt instruments classified as investment grade by at least one Nationally Recognized Statistical Rating Organization, as that term is used in Rule 15c3-1(c)(2)(vi) under the Exchange Act, provided that such bonds or other debt instruments were originally offered and sold under a Securities Act registration

statement by a company or other issuer that continues to file Exchange Act reports with the U.S. Securities and Exchange Commission (“SEC”) at the time the Player is considering investment in such securities; (6) any security issued by a mutual fund or other investment company registered with the SEC under the Investment Company Act; (7) liability or collision insurance for any automobile dedicated exclusively to the personal use of the Player and/or any member of his immediate family; (8) term-life insurance covering the Player and/or any member of his immediately family; (9) homeowners’ insurance on a primary or secondary residence of the Player and/or members of his immediate family; and (10) personal disability or health insurance for the Player and/or members of his immediately family.

“Applicant” means any person who completes and submits an Application to be registered as a Registered Player Financial Advisor.

“Application” means an Application for Registration, in the form attached hereto as Appendix A.

“Broker” means any person or entity engaged in the business of effecting transactions in securities, commodities, or other investment products for the accounts of others, whether or not duly registered with or regulated by the SEC, the Commodities Futures Trading Commission (“CFTC”), an SRO, as defined herein, or any other federal or state governmental or semi-governmental authority, and shall include any person or entity associated or affiliated with said Broker. This term specifically includes any person or entity that should be, but is not, duly registered with, or a member of, as applicable, the SEC, CFTC, an SRO, or any other federal or state governmental or semi-governmental authority.

“Control” means the power to direct or cause the direction of the management or policies of a company or other business or investment entity, whether through the direct or indirect ownership of voting securities, the direct or indirect ability to exercise investment power, by express or implied contract or other understanding, arrangement or relationship, or otherwise. Any individual or firm that is a director, partner, or officer exercising managerial authority or having similar status or functions with respect to a company or other entity, or who directly or indirectly has the right to vote 25% or more of the voting securities of such entity, or is entitled to 25% or more of the profits of such entity, is presumed to control that company or other entity. Although control is presumed at the 25% levels just described, it may exist at lower levels of investment and/or voting power depending on the particular facts and circumstances (*e.g.*, where a person owns less than 25% of a corporation’s voting equity but has the right to appoint a director).

“Custody” has the meaning given in Rule 206(4)-2 under the Advisers Act.

“Dealer” means any person or entity engaged in the business of buying or selling securities, commodities, or other investment products for its own account, whether through a Broker (as defined herein) or otherwise, as well as any person or entity associated or affiliated with such Dealer. This term specifically includes any person or entity that should be, but is not, duly registered with, or a member of, as applicable, the SEC, CFTC, an SRO, or any other federal or state governmental or semi-governmental authority.

“Financial Advisor” means any person who, for compensation in any form, gives any financial advice with respect to a Player’s funds, property, and/or investments of any kind, including, but not limited to, any “Alternative Investment” as defined herein, as well as any other security, commodity, or financial product, whether or not traded on an organized public market in the United States (*e.g.*, The New York Stock Exchange or the NASDAQ) or abroad.

“Financial Advice” means any form of advice, guidance, recommendation, direction, or control, directly or indirectly, over a Player’s funds, property and/or investments, and shall include, but not be limited to, investment advice (including securities, commodities, banking, insurance, or real estate), financial planning, budgeting, money management, retirement planning, the purchase of insurance, tax and estate planning, and any other form of financial consultation that permits the advisor to exercise discretion or control over a Player’s funds, property, and/or investments. As such, “Financial Advisors” includes “Brokers,” “Dealers,” “Investment Advisers,” and “Financial Planners,” each as defined herein. “Financial Advisors” also expressly includes insurance agents, accountants, and attorneys. Any person, including any Certified Contract Advisor, who assumes discretion or custody over all or part of a Player’s funds,

property, or investments, or renders advice on the above, shall be deemed a “Financial Advisor” hereunder. Financial Advice is not deemed to include the purchase of insurance relating to liability or collision insurance for automobiles dedicated exclusively to personal use of the Player or members of his immediate family, homeowners’ insurance on a primary or secondary residence of the Player himself or members of his immediate family, or personal disability and health insurance for the Player himself and members of his immediate family.

“Financial Advisors Registration Program” means the non-profit and separately accounted program administered pursuant to the Regulations and any amendments thereto by the NFLPA.

“Financial Audit” means the review of the financial statements and/or internal controls of any Registered Player Financial Advisor, company or any other entity that provides financial services by an accountant in accordance with generally accepted auditing standards, resulting in the publication of an independent opinion to the NFLPA on whether those financial statements are relevant, accurate, complete, and fairly presented and/or those internal controls have been placed in operation as of a specific date, and are suitably designed and are operating effectively to meet control objectives relating to custodial services, including the safeguarding of funds and other property held by the entity on behalf of its clients.

“Financial Planner” means any person or entity that provides a variety of financial services principally advisory in nature, to Players or their families regarding the management of their financial resources, including, but not limited to: a Certified Financial Planner, Chartered Financial Analyst, Chartered Financial Consultant, Chartered Life Underwriter, Certified Public Accountant-Personal Financial Specialist, Certified Public Accountant, Certified Investment Management Consultant, Certified Investment Management Analyst, Chartered Mutual Fund Counselor or Registered Financial Consultant. These services include, but are not limited to, preparing a financial program for a Player based on the Player’s financial circumstances and objectives, covering present and anticipated assets and liabilities, including insurance, savings, investments, and anticipated retirement or other employee benefits. Services also include recommending that the Player obtain insurance or revise existing coverage, establish an individual retirement account, increase or decrease funds held in savings accounts, invest funds in securities or other investments, or develop tax or estate plans.

“Financial Statements” means the formal records of the financial activities of a business, person or other entity.

“Financial Team” means any persons or entities working with or affiliating with a Financial Advisor for the purpose of providing a Player with Financial Advice, including without limitation, those persons with shared investment client responsibilities, relationship managers, account managers and other financial advisors or consultants.

“Insurance Broker” and/or “Insurance Agent” means any person or entity who provides or intends to provide advice with respect to any insurance product, or who sells or intends to sell any form of insurance coverage or other traditional insurance-related products to Players, and is duly licensed as an insurance broker and/or agent in the state or states in which he/she/it operates. This definition also includes persons or entities that should be, but are not duly, licensed to perform any of the foregoing services.

“Investment Adviser” means any person or entity that, for compensation in any form, offers to render or renders advice, concerning investment in securities, commodities, or other financial instruments, whether or not such person or entity is registered with or subject to the rules and regulations of, the SEC, the CFTC, or any other federal or state governmental or semi-governmental authority. The term “Investment Adviser” also shall include any person or entity associated or affiliated with said adviser.

“NFLPA” means the National Football League Players Association.

“Player” means any current, prospective, or former NFL player.

“Qualified Custodian” means (i) a bank as defined in Section 202(a)(2) of the Advisers Act or a savings association as defined in Section 3(b)(1) of the Federal Deposit Insurance Act that has deposits insured by the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act; (ii) a broker-dealer registered under Section 15(b)(1) of the Exchange Act, holding the client assets in customer accounts; or (iii) a futures commission merchant registered under Section 4f(a) of the CEA, holding the client assets in customer accounts.

“Registered Player Financial Advisor” means any Financial Advisor who has been approved for Registration under these Regulations, and has received from the NFLPA written confirmation of registrant status.

“Regulations” shall mean the *NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors and Appendices*, as set forth herein, and as may be amended from time to time.

“SRO” means a self-regulatory organization, such as the Financial Industry Regulatory Authority (“FINRA”), subject by statute to oversight of the SEC, the CTFC, or any federal or state banking or regulatory authority.

SECTION TWO: ELIGIBILITY TO SERVE AS A REGISTERED PLAYER FINANCIAL ADVISOR

I. Application Requirements

A. Filing Application

Any person wishing to represent a Player as a Financial Advisor may become a Registered Player Financial Advisor with the NFLPA only if he/she submits an Application for Registration and is approved for Registration by the NFLPA. The Applicant Financial Advisor must submit a complete Application, along with any required exhibits and supporting materials. Each Applicant Financial Advisor shall attest to the completeness, truth, and accuracy of all statements made in the Application, and any supporting materials requested by the NFLPA.

B. Program Fees

Registration under the Regulations is voluntary. The Applicant (or Applicant’s firm) must pay the required application and annual fees as established from time to time by the NFLPA. All the fees collected by the NFLPA hereunder will be used exclusively to defray the costs of the non-profit Financial Advisor Registration Program.

C. Individual Registration

Registration will be granted to individual persons, and generally not to any firm, corporation, partnership, or other business entity, unless such firm or corporation enters into a separate agreement with the NFLPA pursuant to this section. There is no limitation on the number of individuals in any one firm, corporation, partnership, or other business entity who are eligible for Registration.

D. Firm Registration

1. At the sole discretion of the NFLPA, Registration may be granted to a corporation, partnership, or other business entity (“Firm”) that is a Broker and/or Dealer duly registered with the SEC and a member in good standing of an SRO subject to SEC oversight. At the sole discretion of the NFLPA, Registration may also be granted to a Firm that is a duly registered Investment Adviser in good standing with the SEC. Pursuant to this Registration, a Firm may be permitted to enter into a separate agreement with the NFLPA under which the Firm will not be subject to Sections Three and Four of the Regulations (except as otherwise noted). Firms that perform Broker, Dealer, and/or

Investment Advisory services that should be, but are not, duly registered with the SEC and are not members in good standing of an SRO, as applicable, are ineligible for NFLPA Registration.

2. Pursuant to this agreement, an Applicant Firm would designate certain of its employees to be considered for the Registered Player Financial Advisor designation hereunder (“the Employees”). In order to be eligible to enter into such an agreement, the Applicant Firm must agree to the following:
3. Obligations of the Applicant Firm

Pursuant to the agreement, the Applicant Firm will ensure that the following requirements are met prior to the NFLPA’s approval of any Employee as a Registered Player Financial Advisor:

- a. The Applicant Firm will agree that each Employee meets the eligibility requirements set forth in Section Two (II) of the Regulations, is a registered representative or registered Investment Adviser in good standing with the SEC and appropriate SRO(s), and the Employee is in good standing with the Applicant Firm itself, in terms of the Employee’s character, reputation, experience, and ability at the Firm;
- b. The Applicant Firm will forward a completed Application form, as set forth in Appendix A, for each Employee; and
- c. The Applicant Firm will forward an application and annual Registration fee for each Employee, and a separate annual Registration fee for the Applicant Firm.

4. Representations by the Applicant Firm

Pursuant to the agreement, the Applicant Firm represents and acknowledges that:

- a. Applicant Firm is, and will remain throughout its Registration with the NFLPA, registered and in good standing as a Broker-Dealer or registered Investment Adviser with the SEC and a member in good standing with the SRO(s) of which Applicant Firm is a member;
- b. Applicant Firm will supervise the Employees in a manner consistent with the requirements imposed on the Applicant Firm pursuant to its registrations and memberships, including, but not limited to, each Employee’s licensing and registration requirements, as imposed by Section 4(a) above; and
- c. Applicant Firm will maintain appropriate liability insurance coverage and is a member of the Securities Investor Protection Corporation (“SIPC”), as applicable.

5. Pursuant to the agreement, the Applicant Firm further agrees that:

- a. Each Employee will attend a seminar(s) hosted and conducted by the NFLPA, as required by Section Three (J) of the Regulations;
- b. The Employee has not, and will not, engage in any conduct which would violate applicable federal, or state laws, or applicable SEC, SRO, or other rules, regulations, or standards, including those of the Applicant Firm itself,

and the Applicant Firm will promptly notify the NFLPA of any such misconduct of which the Applicant Firm has knowledge;

- c. The Employee shall only use money managers that are approved by the Applicant Firm;
- d. The Applicant Firm will not use the NFLPA's name or likeness in any advertising or promotional material, nor shall the NFLPA use the Applicant Firm's or its affiliates' name or likeness in such material, without the prior express written consent of the parties;
- e. The agreement will have no effect upon any right or remedy a Player may have against either the Employee or the Applicant Firm under applicable federal or state law, or any rule, regulation, or standard of a federal or state agency and/or an SRO; and
- f. Neither the Employee nor the Firm shall represent that Registration hereunder constitutes an endorsement and/or recommendation by the NFLPA or Applicant Firm or the Employee and their services, or that their Registration status constitutes evidence of the Employee's skill, honesty, and competence to represent Players. An Employee may represent, however, that he or she is an NFLPA Registered Player Financial Advisor and meets the eligibility requirements necessary to be registered.

6. Pursuant to the agreement, it is understood that:

- a. The NFLPA, and its employees and agents, are not required to register as a Broker-Dealer and/or Investment Adviser with the SEC, or any state regulated authority, with regard to the activities contemplated by the NFLPA under the Regulations, and the NFLPA, and its employees and agents, are not subject to the Advisers Act or the rules thereunder, including, but not limited to, Rule 206(4)-3, with regard to the activities contemplated by the NFLPA under the Regulations;
- b. Neither the agreement nor the arrangements under it will be deemed to create a joint venture, partnership, or agency relationship by and between any Applicant Firm and the NFLPA; and
- c. The NFLPA, in its sole discretion, may grant, deny, or subsequently withdraw any Employee as a Registered Player Financial Advisor. The NFLPA may also, in its sole discretion, terminate its agreement with any Applicant Firm, upon written notice to the Firm.

II. Registered Player Financial Advisor Eligibility Requirements

To be registered, an Applicant must meet the following requirements:

A. College Degree

The Applicant must hold a bachelor's degree from an accredited four-year college or university;

B. Work Experience; Advanced Degree

The Applicant must have a minimum of eight (8) years of relevant work experience and have relevant graduate educational training in the field of his/her financial expertise, such as a Master's in Business Administration or Finance or Juris Doctor, or have at least one of the following (or comparable) professional designations and/or qualifications: Certified Financial Planner,

Chartered Financial Analyst, Chartered Financial Consultant, Chartered Life Underwriter, Certified Public Accountant, Certified Investment Management Consultant, Certified Investment Management Analyst, Chartered Mutual Fund Counselor, NAPFA-qualified member, Registered Financial Consultant, or have passed a relevant FINRA exam and be otherwise FINRA-qualified and hold an appropriate license for a minimum of eight (8) years. The qualifications under this paragraph must have been acquired or established by the Financial Advisor within a reasonable time prior to the Application;

C. Professional Qualifications

Every Applicant Financial Advisor must meet the qualification requirements in his or her area of financial expertise, as set forth in this Section C. No Registered Player Financial Advisor may render Financial Advice, in any fashion, to any Player outside of the area of financial expertise for which he or she has been granted Registration by the NFLPA. The following requirements shall apply to all Applicants:

1. Brokers and/or Dealers

Any Broker or Dealer, and/or any “associated person” of a Broker and/or Dealer as defined by the federal securities law, must be duly registered and regulated by the SEC and a member in good standing with an SRO. All Applicants under this section must therefore submit a Form BD or Form U-4, as applicable, with their Application.

2. Investment Advisers, Financial Planners and All Other Financial Advisors

Any Financial Advisor, other than a Broker/Dealer as provided for in Section C(1) above, an Insurance Agent/Broker as provided for in Section C(3) below and an attorney or accountant as provided for in Section C(4) below, must be a registered Investment Adviser (or an “advisory affiliate” of a registered Investment Adviser as defined by the federal securities law), subject to either federal (SEC) or state law. All Applicants under this section must therefore submit a Form ADV (both Parts I and II and applicable Schedules), or state equivalent, with their Application.

Any Financial Planner under this section, in addition to being a registered Investment Adviser under federal or state law as set forth herein, must also have at least one of the following (or comparable) professional designations and/or qualifications: Certified Financial Planner, Chartered Financial Analyst, Chartered Financial Consultant, Chartered Life Underwriter, Certified Public Accountant, Certified Investment Management Consultant, Certified Investment Management Analyst, Chartered Mutual Fund Counselor, Juris Doctor, NAPFA-qualified member, or Registered Financial Consultant.

3. Insurance Broker and/or Insurance Agent

Any Insurance Agent or Insurance Broker must be duly licensed in every state where he/she/it does business. The grant of Registration by the NFLPA and consequent Registered Player Financial Advisor status is strictly limited to the sale or advice relating to any insurance product or any form of insurance coverage or other insurance-related products that do not constitute “securities” under the federal securities law. If any Financial Advice is rendered beyond insurance, the Applicant must be a registered Investment Adviser under federal or state law pursuant to Section C(2) above, or a Broker-Dealer or associated person pursuant to Section C(1) above.

4. Accountants and Attorneys

Certified public accountants, enrolled agents, and attorneys-at-law who are duly licensed and in good standing with the appropriate jurisdictions may be Registered Player Financial Advisors for the sole purpose of providing tax advice and/or estate planning and related counseling, as appropriate. If certified public accountants, enrolled agents, and attorneys render any other form of Financial Advice, they must meet the professional qualifications of Sections C(1), C(2), and/or C(3) above, as applicable;

D. Insurance

The Applicant must be covered by fidelity bonding and/or professional liability insurance in an amount sufficient to protect against theft and fraud, and also against any errors, omissions, or other conduct by the Financial Advisor which causes financial damage to any Player. Such bonding or insurance shall be in an amount of at least \$4 million. The Financial Advisor must maintain bonding or insurance in at least the amount specified in this paragraph at all times in order to remain eligible to be registered and shall promptly notify the NFLPA and all of its Player-clients, if any, if at any time it fails to maintain such bonding or insurance.

E. Legal Standing

Any Financial Advisor must be legally authorized to engage in his or her profession. Any person or entity that provides Broker, Dealer, Investment Advisory, Financial Planning, insurance, tax, accounting, and/or legal functions that should be, but is not, registered with the SEC, and/or licensed by appropriate state jurisdictions, is not eligible to be a Registered Player Financial Advisor hereunder. Any person or entity that performs the above-described functions and is exempt from such registration and/or licensing is also not eligible to be a Registered Player Financial Advisor.

III. Applicants Deemed Unqualified

A. Criminal Record

The Applicant (or a company or business entity subject to the Applicant's control) must not have any prior conviction, plea of guilty or *nolo contendere* (no contest), or be the subject of an indictment for a felony or misdemeanor offense under federal or state law involving investments or investment-related business, fraud, breach of fiduciary duty, false statements or omissions, theft, embezzlement, bribery, perjury, forgery, counterfeiting, extortion, wrongful taking of property, violation of any investment-related federal or state statutes, or a conspiracy to commit any of these offenses;

B. Felonies

The Applicant (or any company or business entity subject to the Applicant's control) must not have any prior conviction, plea of guilty or *nolo contendere* (no contest), or pending indictment for any felony offense under federal, state, or military law within the past ten years;

C. Foreign Crimes

The Applicant (or a company or business entity subject to the Applicant's control) must not have any criminal conviction or plea of guilty or *nolo contendere* (no contest) or be subject to any pending action under foreign law involving any fraud, breach of fiduciary duty, false statements or omissions, theft, embezzlement, bribery, perjury, forgery, counterfeiting, extortion, violation of any investment-related statutes, or a conspiracy to commit any of these offenses;

D. Civil Judgments

The Applicant (or a company or business entity subject to the Applicant's control) must not have had any final civil judgment, foreign or domestic, rendered against him/her/it, finding fraud, breach of fiduciary duty, false statements or omissions, misrepresentation, theft, conversion, misappropriation of funds, embezzlement, bribery, perjury, forgery, counterfeiting, extortion, professional negligence, legal malpractice, or violations of any investment-related statutes or regulations, or a similar offense under federal, state, or foreign law. Nor may the applicant have pending civil litigation related to fraud, breach of fiduciary duty, false statements or omissions, misrepresentation, theft, conversion, misappropriation of funds, embezzlement, bribery, perjury, forgery, counterfeiting, extortion, professional negligence, legal malpractice, or violations of any investment-related statutes or regulations, or a similar offense under federal, state, or foreign law at the time of application;

E. Regulatory Discipline

The Applicant (or a company or business entity subject to the Applicant's control) must not have had any finding, action, or order which resulted in suspension, revocation, disbarment, or other final disciplinary action or finding of liability by the SEC, or any other federal or state regulatory authority, or by an SRO such as the FINRA, or a national securities or commodities exchange, or professional association, or any foreign equivalent of the foregoing, finding fraud, breach of fiduciary duty, false statements or omissions, theft, embezzlement, bribery, perjury, forgery, counterfeiting, extortion, violation of its regulations or statutes, or any investment-related violation, or a conspiracy to commit any of these offenses under federal or state law. Nor may the applicant have pending customer complaint related to fraud, breach of fiduciary duty, false statements or omissions, misrepresentation, theft, conversion, misappropriation of funds, embezzlement, bribery, perjury, forgery, counterfeiting, extortion, professional negligence, legal malpractice, or violations of any investment-related statutes or regulations, or a similar offense under federal, state, or foreign law at the time of application. An Insurance Broker and/or Agent shall not have had any current or prior license revoked, suspended, modified, or otherwise disciplined by any jurisdiction governing his/her/its conduct;

F. Bankruptcy

The Applicant (or a company or business entity subject to the Applicant's control), within the past ~~seven~~ seven years, must not be, or have been, generally unable to pay its debts as such debts become or became due, or admitted in writing its inability to pay its debts generally, or made a general assignment for the benefit of creditors, or be the subject of any proceeding or case instituted by or against it seeking to adjudicate it bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debts (including, without limitation, the Securities Investor Protection Act of 1970, as amended), or seeking the entry of an order for relief or the appointment of a custodian, receiver, trustee or other similar official for it or for any substantial part of its property;

G. Breach of Promissory Note or Default on Financial Instrument

The Applicant must not have breached the payment/repayment terms of a promissory note, loan agreement or have otherwise been in default on any financial instrument or obligation within the last ten years.

HG. Fidelity Bond Revocation

The Applicant must not have had a bonding company deny, pay out, on or revoke a fidelity bond on the Applicant;

II. Misrepresentation and/or Other Malfeasance

Any misrepresentation, material omission, or other evidence of misfeasance or malfeasance as disclosed by the Applicant on the Application, or as otherwise discovered by the NFLPA, may also cause the NFLPA, in its sole discretion, to deem an Applicant unqualified to be a Registered Player Financial Advisor hereunder.

Notwithstanding the eligibility requirements set forth above, the NFLPA may, in its sole discretion, make an exception to these requirements, based on reasonable and sufficient cause.

SECTION THREE: RULES AND REQUIREMENTS FOR REGISTERED PLAYER FINANCIAL ADVISORS

I. A Registered Player Financial Advisor must:

- A. Provide to the Player (and the NFLPA upon request and authorization of the Player), at regular intervals, but in no event less than quarterly, itemized statements setting forth the amount charged to the Player-client for Financial Advice, the identity of any investments made in conjunction with that advice, and an accurate account of the increase or decrease in the economic value of any such investments;
- B. Notify any Player-clients and the NFLPA promptly of any change in the Registered Player Financial Advisor's professional status. The notification shall include, but not be limited to, any change in employer and any charges or pending proceedings involving his/her actions as a Financial Advisor. A Registered Player Financial Advisor must also notify the NFLPA of any conduct in violation of the Regulations;
- C. Fully comply with all federal and state laws governing the Registered Player Financial Advisor's professional activities. As such, a Broker and/or Dealer must be in full compliance with all applicable SEC, FINRA and appropriate SRO regulations, an Investment Adviser must be duly registered and in compliance with applicable federal or state law, and an Insurance Broker and/or Agent must be licensed by the state(s) where he/she/it does business. Any Registered Player Financial Advisor, if a member of a professional association or SRO, must remain in good standing with such association or SRO. These associations or organizations shall include, but not be limited to, the FINRA, any national securities or commodities exchanges, or other relevant SRO, the National Futures Association, the Certified Financial Planners Board of Standards, and the American Institute of Certified Public Accountants;
- D. Permit a Certified Public Accountant selected by the player and licensed with the appropriate state boards of accountancy and/or regulatory agencies, solely upon the request and with the authorization of the Player-client, to conduct audits, including financial audits and forensic audits, of the relevant books, and records and/or financial statements relating to any services or Financial Advice provided to the Player-client since the inception of the Registered Player Financial Advisor's professional relationship with the Player-client, upon reasonable prior notice and request. The Registered Player Financial Advisor must respond immediately to a Player-client's request for an audit.
- E. Agree to be bound by the arbitration and disciplinary procedures, as set forth in Section Six and Appendix C of the Regulations. These arbitration and disciplinary procedures are limited to the denial of Registration, a letter of reprimand, suspension of Registration, and/or revocation of Registration;

- F. Agree that he/she/it may only employ, utilize, or recommend Registered Player Financial Advisors to handle a Player-client's account or render Financial Advice for a Player, other than for the performance of ministerial functions. However, a Registered Player Financial Advisor may delegate such aspects of his/her services as are reasonable under the circumstances, provided that the Player's account and funds remain under the Registered Player Financial Advisor's direct and active supervision;
- G. Retain for at least three years all promotional, solicitation, and advertising materials provided to any Player and furnish those materials, upon reasonable notice and request of the Player, to the NFLPA;
- H. Execute and abide by a written contract which describes the services and Financial Advice to be provided to the Player-client and the fees charged for those services and advice. Such contract shall be fully consistent with the Regulations, relevant law, and any rules or regulations otherwise applicable to the Financial Advisor's profession. A copy of such contract shall be furnished to the Player-client and, upon request by the Player-client, to the NFLPA;
- I. Cooperate fully with the NFLPA in the performance of the NFLPA's functions under the Regulations;
- J. Must attend at least one NFLPA Financial Advisor Conference every two years for Registered Player Financial Advisors as required by the NFLPA, unless excused for good cause by the NFLPA. The conference will generally inform the Registered Player Financial Advisors about the Regulations, and the compensation, benefits and financial issues confronting Players generally. Failure to meet this requirement shall result in disciplinary action against the Financial Advisor, including but not limited to termination of the Financial Advisor's registration.
- K. Disclose all members of their Financial Team annually to the Department.
- L. Upon the request of any Player-client or any Player it solicits to provide Financial Advice, disclose the Registered Player Financial Advisor's investment performance over the prior eight (8) years in a format and manner consistent with SEC guidance for the disclosure of investment performance by registered investment advisers.

**SECTION FOUR: CODE OF CONDUCT GOVERNING REGISTERED
PLAYER FINANCIAL ADVISORS' RELATIONS WITH PLAYER CLIENTS**

A Registered Player Financial Advisor shall have the duty to act in the best interest of his/her Player-clients. This shall include the requirements and prohibitions set forth below in this Section Four.

I. Suitability of Investments and Risk Disclosure

A. General Requirements

A Registered Player Financial Advisor shall make a reasonable inquiry of the Player concerning his finances to determine whether the proposed investment recommendation or Financial Advice is suitable for the Player. That inquiry shall include, but not be limited to, consideration of the following:

1. The Player's assets and liquidity;
2. The Player's short and long-term liabilities;
3. The need for diversification in the Player's investments to protect against undue risk;

4. The Player's risk tolerance, investment objectives, and level of financial sophistication; and
5. Tax, estate, insurance, and retirement planning, where appropriate.

The information obtained from the Player by the Registered Player Financial Advisor shall be updated as necessary. A Registered Player Financial Advisor shall not make any guarantees, either directly or by implication, regarding any investment, and shall communicate accurately its terms and potential risks.

B. Alternative Investments

For Alternative Investments as defined in Section One of the Regulations, a Registered Player Financial Advisor shall also be required to abide by the following:

1. For each such proposed Alternative Investment, consider the appropriateness and suitability of the investment for the Player, as provided for in the subsection A above;
2. Prior to proposing to a Player any such investment, deliver to the Player a written Notice of Risk, in the form attached hereto as Appendix D; and
3. Prior to the Player authorizing any such investment, inform the Player of the relevant risks associated with the proposed investment, including, but not limited to, illiquidity, possible loss of principal, fluctuating rates of return, financial solvency, and any additional future investments which may be required or anticipated. Relevant financial statements and supporting documentation on each proposed investment must also be furnished to the Player, and to the NFLPA, upon the request and authorization of the Player.

II. Improper and Prohibited Conduct

A. A Registered Player Financial Advisor is prohibited from:

1. Employing any device, scheme, or artifice to defraud a Player;
2. Inducing any activity in a Player's account that is excessive in size or frequency in view of the Player's financial resources and/or sophistication, and the character of the account;
3. Soliciting or obtaining any general power of attorney from a Player over his assets or investment;
4. Soliciting or obtaining any limited power of attorney or discretionary authority which is not specifically and reasonably necessary for the Registered Player Financial Advisor to perform his/her services;
5. Commingling any Player's funds or other property with the Registered Player Financial Advisor's personal funds. Commingling one or more client funds together is permitted, subject to applicable legal requirements and proper accounting;
6. Having custody of a Player's funds or other property unless the Registered Player Financial Advisor is a Qualified Custodian.
7. Placing an order for the purchase or sale of a security if that security is not either registered or exempt from registration under applicable law;
8. Providing false or misleading information to any Player, or concealing material facts from any Player, in the course of recruiting the Player as a client, or in the course of representing or consulting with that Player as a Registered Player Financial Advisor;

Making any false or misleading statement about his or her ability, degree, or area of competence;

10. Engaging in any unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or any other activity which reflects adversely on his/her honesty, trustworthiness, professional competence, and fitness as a Registered Player Financial Advisor, or which otherwise jeopardizes his/her effective representation of Players;
 11. Representing or suggesting anyone that his/her status as a Registered Player Financial Advisor constitutes an endorsement or recommendation by the NFLPA of the Registered Player Financial Advisor, or his/her qualifications, or services;
 12. Providing or offering money or any other thing of value, or extending credit or loaning money, to any Player, or member of a Player's family, or anyone in a position to influence the Player, where such payment or loan would violate any applicable law, regulations, rule, or ethical standard;
 13. Engaging in any activity which creates an actual or potential conflict of interest with the effective representation of a Player, including, but not limited to, the following:
 - a. Convincing a Player to purchase stock or property, or to invest in any manner, or loan money or extend credit from, any enterprise or entity in which the Registered Player Financial Advisor fails to disclose, in advance and in writing, his/her own financial or ownership interest, or that of an affiliate or a family member, to the Player;
 - b. Failing to disclose, in advance and in writing, any commission, finder's fee, or other thing of value that the Registered Player Financial Advisor receives, or is to receive, from any third party or entity, in return for convincing a Player to make or not make an investment, or to retain or not to retain a Certified Contract Advisor, or any other person;
 - c. Failing to disclose, in advance and in writing, any commission, finder's fee, or referral fee, promised and/or paid to, any third party, in return for that party's agreement to refer a Player to him or her;
 14. Violating any provision of the Regulations.
- B. Any Registered Player Financial Advisor who engages in any prohibited conduct as outlined in this Section Four, or who otherwise violates the Regulations, shall be subject to discipline in accordance with Section Six below.

III. Fiduciary Duty

The Registered Player Financial Advisor acknowledges that it is a fiduciary with respect to each of its Player-clients and agrees to perform its duties as a Financial Advisor to such Player-client in good faith and with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims and consistent with the Registered Player Financial Advisor's obligations and duties under applicable law, and consistent with the Registered Player Financial Advisor's existing practices and procedures, obligations, powers and duties under its written contract with the Player-client required under Section Three (H) of the Regulations.

SECTION FIVE: REGISTRATION

Applications for Registration hereunder shall be acted upon by the NFLPA within 90 days of receipt, provided, however, that this period may be extended if the NFLPA reasonably requires additional time to act upon any Application. Any Applicant receiving final Registration is deemed to be bound by the Regulations in all respects. Registration and a Certificate evidencing that fact (in the form attached hereto as Appendix E) will not be approved unless and until all of the eligibility requirements contained in Section Two of the Regulations are met by the Applicant.

SECTION SIX: INTERPRETATION, LEGAL RIGHTS AND COMPLIANCE

I. Legal Rights; Arbitration

Except as provided in Section Six (II) below:

- A. The Regulations do not create any cause of action, claim, legal remedy, or other rights, express or implied, by, for, or against: (1) the NFLPA; (2) any Player; (3) any Registered Player Financial Advisor or Financial Advisor; or (4) any other person or entity, in any court or other legal forum. The sole remedies under the Regulations are those specified in the arbitration and disciplinary procedures set forth in Appendix C hereto (i.e., letters of reprimand and/or revocation or suspension of Registration).
- B. The arbitration and disciplinary procedures contained in Appendix C shall be the exclusive method for resolving any and all disputes arising from: (1) denial by the NFLPA of a Financial Advisor's Application for Registration as a Registered Player Financial Advisor; or (2) a violation of the Regulations which could result in a letter of reprimand and/or a suspension or revocation of Registration as a Registered Player Financial Advisor, pursuant to Appendix C hereto. The Regulations are not intended to and do not create any other additional legal rights or liabilities.

II. Liability to Player-clients; Non-Waiver

Notwithstanding Section Six (I) above, any Registered Player Financial Advisor shall be liable to its Player-clients and prospective Player-clients for any violations by the Registered Player Financial Advisor of the Regulations, and Player-clients and prospective Player-clients shall have the right to seek any remedy for any such violation available to the Player-client or prospective Player-client in any Court or other forum of competent jurisdiction.

A Registered Player Financial Advisor shall not include in any agreement with a Player-client any provision waiving or purporting to waive any provision of Section Four of the Regulations or this Section Six (II), and any such provision shall be void.

III. Compliance

The Regulations are not intended to displace laws or governmental or other regulations applicable to Financial Advisors, and each Financial Advisor is responsible for ensuring his/her/its compliance with such laws and/or regulations.

Unless a Broker and/or Dealer or an Investment Adviser has a separate agreement with the NFLPA as provided for in Section Two hereunder, the Regulations will apply to persons associated or affiliated with an SEC-registered Broker and/or Dealer, or persons associated or affiliated with an SEC-registered Investment Adviser, except to the extent such persons can show that any provisions of the Regulations conflict or are otherwise inconsistent with relevant SEC and/or SRO law, rules, regulations, or interpretations.

SECTION SEVEN: NO ENDORSEMENT OR REPRESENTATION

The NFLPA is not endorsing any Registered Player Financial Advisor, and is not responsible for, and disclaims, any liability for the acts or omissions of any Registered Player Financial Advisor. The NFLPA

is also not responsible for, and makes no representation concerning, the skill, honesty, or competence of any Registered Player Financial Advisor, or any other person. A Registered Player Financial Advisor may not use the NFLPA's name or likeness in any advertising or promotional material, without prior express written consent of the NFLPA. The NFLPA is not in a position to determine whether Applicants for Registration as Registered Player Financial Advisors that provide Broker-Dealer, Investment Adviser, insurance sales, or other regulated financial services are properly registered with, licensed by, or otherwise in compliance with all rules and regulations of the appropriate federal and/or state governmental, or semi-governmental agency, authority, or organization. As a result, the NFLPA will rely entirely on the truthfulness of statements by any person or entity applying for Registration as an NFLPA Registered Player Financial Advisor that it has the necessary Broker, Dealer, or Investment Adviser registration under applicable securities or commodities laws, SRO membership, licensing or other qualifications imposed by applicable federal and/or state law to render the financial services specified in the Application. Applicants will only be registered with respect to services disclosed in the Application.

SECTION EIGHT: ADMINISTRATION AND AMENDMENTS

The Regulations may be amended from time to time, in accordance with the NFLPA Constitution. The Regulations will be administered by the NFLPA's Financial Programs and Advisor Administration Department, and its Director or the Director's designee. Nothing in the Regulations shall prevent the NFLPA, in its sole discretion, from making a good-faith exception, based on reasonable and sufficient cause, to any of the Regulations as set forth herein.