

PHPA REGULATIONS GOVERNING AGENT CERTIFICATION

(Incorporating July 2026 Amendments)

INTRODUCTION

In carrying out its authority as the exclusive collective bargaining representative of all professional hockey players employed within the American Hockey League ("AHL") and the ECHL, the Professional Hockey Players' Association ("PHPA" or the "Association") has established a voluntary Agent Certification Program. Agents who elect to participate in the Program agree to conduct themselves in accordance with these Regulations and such other policies and procedures as may be adopted by the PHPA from time to time.

By seeking, obtaining, or renewing certification under the PHPA Agent Certification Program, an Agent voluntarily agrees to comply with these Regulations and any policies, procedures, or requirements established by the PHPA from time to time. Certified Agents are expected to conduct themselves with professionalism, integrity, and competence in all dealings involving Players, Clubs, other Agents, and the Association.

Agents play an important role in the professional hockey community and are expected to represent their player-clients in a manner consistent with applicable collective bargaining agreements, PHPA policies, and the highest standards of ethical conduct. Nothing in these Regulations shall be construed as granting a Certified Agent authority to act on behalf of the PHPA except as expressly provided herein.

By seeking, obtaining, or renewing certification under the Program, an Agent further agrees that any dispute subject to these Regulations involving the Agent, a Player, another Agent, or the PHPA shall be resolved exclusively through the dispute resolution and arbitration procedures set forth herein.

The purpose of the PHPA Agent Certification Program is to promote professional competence, ethical conduct, accountability, and integrity in the representation of professional hockey players covered by collective bargaining agreements administered by the PHPA, and to provide enhanced access to information and PHPA communications.

SECTION 1: COMPREHENSIVE DEFINITIONS AND SEMANTIC RULES

Throughout the entirety of these Regulations, as well as all application schedules, representation contracts, and internal arbitration filings, the following terms shall be defined precisely as set forth below:

1. **"Agent" or "Certified Agent"** means an individual who holds an active certification under the PHPA Certified Agent Program. References to Categories A, B and C relate solely to the application pathways established under these Regulations.
2. **"Standard Player-Agent Contract (SPAC)"** means the PHPA Standard Player-Agent Contract, being the uniform, un-retyped representation agreement prescribed by the PHPA and as amended from time to time.
3. **"Player"** means any professional hockey player who is currently under an active contract with an AHL or ECHL Member Club, or who is actively entering into individual discussions or draft selections to secure a contract within minor league territory.
4. **"Elite Amateur Player"** means, **for the purposes of determining eligibility under the Category C application pathway only**, an individual hockey player who, at the time of the Application:
 - has been selected in the NHL Draft;
 - competes in or is under contract with the Southern Professional Hockey League (SPHL);
 - competes in U SPORTS;
 - competes in the Canadian Hockey League (CHL);
 - competes in the United States Hockey League (USHL);
 - competes in a recognized European professional league identified in the applicable AHL or ECHL Collective Bargaining Agreement; or
 - competes in another league, competition, or level of play that the PHPA determines is of a comparable caliber.

The PHPA reserves the right, in its sole discretion, to determine whether a player satisfies the definition of an Elite Amateur Player for the purposes of a Category C application.

5. **"Association" or "PHPA"** means the Professional Hockey Players' Association, acting through

its Executive Board, its Executive Director, or its designated internal legal counsel.

6. **"Collective Bargaining Agreement (CBA)"** means the active collective bargaining agreements negotiated, executed, and maintained between the PHPA and the American Hockey League, and between the PHPA and the ECHL, defining the uniform employment parameters of the membership.
7. **"Member Club"** means any individual, legally franchised member team operating actively as a corporate or partnership entity within the physical and competitive parameters of the American Hockey League or the ECHL.
8. **"Certification and Disciplinary Committee"** means the three (3)-member committee appointed by the Executive Director in accordance with these Regulations to consider certification and disciplinary matters and exercise such other responsibilities as are assigned to it under these Regulations.
9. **"Agency" or "Business Entity"** means any corporation, limited liability company (LLC), partnership, or sole proprietorship through which an individual Certified Agent conducts their day-to-day corporate player representation and business operations.
10. **"Guarantor"** means the individual certified or subscribing agent who executes an unconditional personal guarantee on behalf of their corporate entity, accepting full, personal civil and regulatory liability for compliance with these Regulations.
11. **"Summary Suspension"** means the temporary suspension of an Agent's certification by the Executive Director where the Executive Director reasonably believes that the Agent's continued certification poses an immediate risk to Players or to the integrity or reputation of the PHPA Certified Agent Program, or where exceptional circumstances require immediate action pending review by the Certification and Disciplinary Committee.

SECTION 2: SCOPE OF REGULATION AND GENERAL PRINCIPLES

A. Persons Subject to Regulations and Covered Activities

These Regulations govern the activities and professional conduct of all Certified Agents and Applicants for certification under the PHPA Certification Program with respect to:

1. The provision of advice, counsel, information, or representational assistance to Players regarding the negotiation of their individual contracts with Member Clubs and/or thereafter in enforcing or maintaining rights under those contracts.
2. The conduct of individual compensation negotiations with AHL or ECHL Member Clubs on behalf of individual Players.
3. Support for the PHPA's collective bargaining negotiations, administration of active Collective Bargaining Agreements, and adherence to union directives.
4. Any other professional activity or corporate conduct that directly or indirectly impacts an Agent's integrity, competence, or structural ability to properly represent individual professional hockey players, including the management of client funds, fee assessments, business entity operations, and the fulfillment of all regulatory obligations owed to the PHPA.

B. Amendments

These Regulations may in the future be modified or amended by the PHPA Executive Board as it deems necessary or appropriate

C. Program Applications

To maintain an orderly administrative framework, the Association establishes three distinct operational program application categories based upon an Agent's active roster context and background:

1. **Category A:** Open to active, established Agents currently representing or managing one or more active player-clients under an active contract within the AHL or ECHL.
2. **Category B:** Open to active, Agents who validate an active, certified status in good standing with the National Hockey League Players' Association ("NHLPA") and maintain active client

representation records within the professional hockey ecosystem.

3. **Category C:** Open to new industry entrants, non-previously certified individuals, or advisors who do not currently represent an AHL or ECHL Player but who represent one or more Elite Amateur Players (as defined in Section 1). Applicants under Category C are not required to submit a PHPA Standard Player-Agent Contract (SPAC) at the time of application. Certified Agents approved under the Category C application pathway remain subject to the additional administrative requirements and SPAC obligations set out in Sections 3 and 5 of these Regulations.

Upon certification, Applicants under Categories A and B shall receive full certification, while Applicants under Category C shall receive provisional certification until they satisfy the additional SPAC requirements established under these Regulations.

D. Individual Natural Person Limitation

Certification to the PHPA Agent Program is open strictly to individual natural persons who have attained at least nineteen (19) years of age at the time of application. Under no circumstances shall the PHPA recognize, certify, or grant certification to an agency, corporation, limited liability company, general partnership, or business collective. While multiple individuals within a single corporate agency or firm may hold independent certifications to the Program, each applicant must independently complete the vetting process, fulfill mandatory application fees, pass the required examinations, and accept personal liability under these Regulations.

SECTION 3: CERTIFICATION REQUIREMENTS

A. Completing the Application for Certification

An Application for Certification into the Program will be considered complete for the purposes of the Association's review only upon the baseline submission of the following items:

1. A complete, typewritten Application for Certification form as designated by the PHPA.
2. Payment of the non-refundable application and annual certification fees in an amount established by the Association.

3. Successful completion of background verification required by the PHPA. Such verification shall be conducted by a third-party service provider designated by the PHPA. The Applicant shall complete all required authorizations and provide any information reasonably requested by the third-party provider to facilitate the verification process.
4. Applicants under Categories A and B must submit at least one completed SPAC at the time of application. Upon certification, the Agent must submit completed SPACs for all remaining represented PHPA Players within ten (10) calendar days. Applicants under Category C are exempt from the initial SPAC submission requirement and shall comply with the filing requirements outlined in Section 5 upon representing an AHL or ECHL Player.
5. PHPA Staff shall act upon only those applications submitted in accordance with these Regulations.
6. The PHPA will not entertain any application filed in the name of any agency, corporation, company, partnership or other business entity. Only individual persons are eligible for certification. There is no limit on the number of individuals in any one agency, corporation, company, partnership or other business entity who are eligible for certification.
7. Any Applicant for certification or for renewal of certification agrees to be bound by these Regulations, including but not limited to the exclusive dispute resolution procedures set forth herein.

B. Acting on the Application

Within thirty (30) days of receiving a completed Application for Certification, the PHPA shall determine whether certification should be granted, provided that this period may be extended upon written notice to the Applicant. During its review, the PHPA may request additional information or documentation or conduct an informal conference with the Applicant where considered appropriate.

Where the PHPA determines that an Application should be denied, the Applicant shall be notified in writing of the reasons for the decision and of the right to request a review by the PHPA Certification and Disciplinary Committee in accordance with subsection F.

C. Player Access to Application

To ensure transparency, the information provided in an Agent's Application for Certification may be disclosed by the PHPA to any active Player expressing an interest in retaining that specific Agent.

D. Certification Status and Conditions

1. General Condition Precedent to Certification

No Applicant shall be deemed certified, nor hold themselves out as a certified PHPA Agent, until the Association has completed its formal evaluation and issued written notice of approval.

Final certification is strictly conditional upon the Applicant:

- Successfully passing all required competency testing (if applicable);
- Satisfying all background verification requirements; and
- Remitting all applicable applications and annual certification fees in full.

Failure to satisfy any condition shall result in the withholding, suspension, or voiding of certification.

2. Immediate Certified Status – Categories A and B

Immediate Certified Status shall apply exclusively to Applicants under Categories A and B who satisfy all applicable certification requirements.

To be eligible for full certification upon application approval, an Applicant must actively represent a Player under contract to an AHL or ECHL Club, or a Player who finished the immediately preceding season under an active contract and has become a free agent. A fully executed PHPA Standard Player-Agent Contract (SPAC) must be submitted to verify this status.

Certification shall become effective upon satisfaction of all application requirements, payment of all applicable fees, and written approval by the PHPA.

3. Category C Certification

Applicants who do not currently represent an AHL or ECHL Player may be granted provisional certification where they demonstrate an active client relationship with an Elite Amateur Player (as defined in Section 1).

To establish eligibility, the Applicant must submit documentation demonstrating a bona fide player-agent relationship with such a Player. This may include a representation agreement or other written confirmation and is not required to be a PHPA SPAC.

Upon approval, Applicants certified through the Category C application pathway shall receive provisional certification until they submit their first fully executed PHPA SPAC in accordance with Section 5. During this period, they shall remain subject to all applicable requirements and obligations under these Regulations.

During the provisional certification period, Category C Agents shall have access to the same program benefits and resources as fully Certified Agents, subject to the requirements of these Regulations.

An Agent approved through the Category C application pathway must:

- Successfully complete and pass the PHPA Agent Competency Examination within the timeframe prescribed by the PHPA.
- Pay all applicable annual certification fees as required by the PHPA.
- Upon any Player they represent signing an AHL or ECHL contract:
 - Promptly notify the PHPA; and
 - Execute and submit a fully completed PHPA SPAC in accordance with Section 5.

Upon submission and acceptance of the required SPAC in accordance with Section 5, the Agent's provisional certification shall automatically convert to full certification. The Agent shall remain subject to all ongoing obligations under these Regulations.

E. Grounds for Denial of Certification

Consistent with the objectives of the PHPA, only those persons who can and will faithfully carry out the responsibilities of an Agent will receive certification. The PHPA will deny certification to any Applicant, in its sole and exclusive discretion, upon determining that:

1. The Applicant has made false or misleading statements or has failed to provide information as requested by the PHPA in connection with the Application for Certification;
2. The Applicant has, in the past, misappropriated funds, or engaged in other specific acts (including, without limitation, embezzlement, theft or fraud), which would render him unfit to

serve in a fiduciary capacity on behalf of Players;

3. The Applicant is unwilling to swear or affirm that he or she will comply with these Regulations and any amendments thereto;
4. The Applicant has been subject to suspension, revocation or denial of registration as an Agent by any governmental entity or other players' associations;
5. The Applicant has engaged in any other conduct that impacts adversely on his or her credibility, integrity or competence to serve in a fiduciary capacity on behalf of Players or as a delegate of the PHPA; or
6. The Applicant has engaged in conduct that would have constituted a violation of these Regulations.

F. Review of Denial of Certification

Where an Application for Certification is denied, the PHPA shall notify the Applicant in writing by email, setting out the reasons for the denial.

The Applicant may request a review of the denial by the PHPA Certification and Disciplinary Committee by submitting a written request to the PHPA within thirty (30) calendar days of receiving notice of the denial.

The Certification and Disciplinary Committee shall review the Application, the reasons for the denial, and any additional information submitted by the Applicant, and shall issue a written decision confirming, varying, or overturning the denial.

Where the Certification and Disciplinary Committee confirms the denial of certification, the Applicant may appeal that decision to the Arbitrator in accordance with Section 7 by submitting a Notice of Appeal within thirty (30) calendar days of receiving the Committee's decision.

G. Form of Certification

Upon approval, the PHPA will issue a written notice of certification authorizing the individual to act as an Agent. In granting certification, the Association does not endorse or promote the Agent, and the

PHPA assumes no liability for any acts or omissions of the Agent in providing representational or financial services to Players.

H. Application and Annual Fees

1. **One-Time Application Fee:** Each new Application for Certification must be accompanied by a non-refundable one-time application fee in an amount established by the Association, which is subject to change.
2. **Annual Certification Fee:** Once certified, Agents must pay the annual certification fee established by the PHPA to maintain active certification. The annual certification fee shall be payable in accordance with the Certification Renewal Process and Timelines set out in subsection I. Annual certification fees shall not be prorated. All fees are subject to change by the PHPA.
3. **Grace Period for First-Time Applicants:** A first-time Applicant who applies and receives certification between August 1 and September 30 shall be granted a grace period for the remainder of the current certification year. The annual certification fee paid by the Applicant shall apply to the certification year beginning on the immediately following October 1.

A first-time Applicant who applies and receives certification between October 1 and July 31 shall be required to pay the full annual certification fee for the current certification year, regardless of the date of certification. The annual certification fee shall not be prorated.

4. **Re-Applications:** An individual who is required to re-apply for certification under these Regulations shall pay the full application fee and the full annual certification fee applicable at the time of re-application. No grace period or prorated fee shall apply to a re-application.

Certification fees, application fees, and annual renewal fees are non-refundable except where the PHPA determines otherwise in its sole discretion. Suspension, revocation, resignation, or termination of certification shall not entitle an Applicant or Agent to a refund of any fees paid.

I. Certification Renewal Process and Timelines

To maintain an orderly annual administration cycle, the certification renewal process is as follows:

1. **Annual Cycle:** The active certification period runs on a uniform annual cycle from October 1

through September 30 of the following year

2. **First Reminder (Sept 1st):** The PHPA will distribute a standard reminder email and renewal packet to all certified agents approximately four weeks prior to expiration.
3. **Final Reminder (October 1st):** A final email will be issued on October 1st to all agents who have failed to submit renewal materials or pay their annual certification fee.
4. **Website Removal (October 15th):** If certification fees are not paid in full by October 15th, the Agent's name, credentials, and digital database access will be removed from the official PHPA website registry.
5. **Late Payment and Re-Application:** Annual certification fees shall not be prorated. An Agent who pays an outstanding annual certification fee after the commencement of a certification year remains responsible for the full annual certification fee. If an Agent allows their renewal default to persist for one (1) full year, their certification status shall be canceled, and the individual shall be required to re-apply from the baseline application stage to regain certified standing. A re-applicant shall be required to pay the full application fee and the full annual certification fee then in effect.

J. Renewal Requirements and Verification

During the annual August renewal window, Agents must successfully complete the following compliance verifications:

1. **Basic Information Confirmation:** The PHPA will ask you to verify, and update your basic information in case of any changes throughout the year.
2. **SPAC Roster Confirmations:** The PHPA will generate and transmit a verified list of active player members currently registered under that specific Agent's roster. The Agent must confirm their representation status for each player. If the Agent no longer represents an individual on the transmitted list, they must immediately initiate the formal SPAC termination and roster update procedures. This is to ensure the PHPA holds an accurate record of current Player-Agent

relationships.

The PHPA reserves the right to require a Certified Agent to complete an updated background verification as part of the annual renewal process or at any other time where the PHPA reasonably determines that such verification is necessary to maintain the integrity of the PHPA Certified Agent Program. Failure to comply may constitute grounds for administrative suspension or revocation under Section 3.

K. Inactive Certification

To maintain active certification under the PHPA Certified Agent Program, a Certified Agent must remain actively engaged in the representation of AHL or ECHL Players. If the PHPA has not received a PHPA SPAC from a Certified Agent for a period of five (5) consecutive years, the PHPA may determine that the Agent is no longer actively participating in the Program and may revoke the Agent's certification.

Prior to revoking certification under this subsection, the PHPA shall provide the Certified Agent with written notice and thirty (30) calendar days to demonstrate continued participation in the representation of AHL or ECHL Players or otherwise provide information the PHPA considers relevant. Following consideration of any response received, the PHPA may maintain or revoke the Agent's certification.

An Agent whose certification is revoked under this subsection may reapply for certification at any time in accordance with these Regulations.

L. Summary Suspension

Summary Suspension: Notwithstanding any other provision of these Regulations, the Executive Director may temporarily suspend an Agent's certification where the Executive Director reasonably believes that:

- (a) the Agent's continued certification poses an immediate risk to Players or to the integrity or reputation of the PHPA Certified Agent Program; or
- (b) exceptional circumstances exist that make immediate action necessary pending investigation.

The Executive Director shall provide the Agent with written notice of the reasons for the summary suspension as soon as reasonably practicable. Any summary suspension shall be referred promptly to the Certification & Disciplinary Committee for review in accordance with Section 6. The summary suspension shall remain in effect pending the Committee's determination unless lifted earlier by the

Executive Director or the Committee. Any disciplinary decision arising from the summary suspension may be appealed in accordance with Section 7.

M. Administrative Suspension or Revocation

The PHPA may administratively suspend or revoke an Agent's certification where the Agent:

- (a) fails to satisfy the annual renewal requirements established under this Section;
- (b) fails to pay the applicable annual certification fee within the prescribed time;
- (c) fails to execute or file a PHPA SPAC as required under Section 5;
- (d) fails to respond to reasonable administrative requests of the PHPA within the prescribed time;
or
- (e) otherwise fails to maintain certification in accordance with these Regulations.

Prior to imposing an administrative suspension or revocation under this subsection, the PHPA shall provide written notice to the Agent identifying the deficiency and providing the Agent with thirty (30) calendar days to remedy the matter.

If the deficiency is not remedied within the prescribed period, the PHPA may suspend or revoke the Agent's certification.

An administrative suspension or revocation under this subsection is administrative in nature and does not constitute disciplinary action under Section 6.

SECTION 4: STANDARDS OF CONDUCT AND PROHIBITED ACTS

A. Fiduciary and Professional Competence

Every Certified Agent is expected to carry out all representational services with the highest degree of professional competence, financial integrity, and undivided loyalty to their Player-clients and the PHPA. Certified Agents shall maintain accurate financial records and remain knowledgeable regarding the economics of professional hockey, the applicable collective bargaining agreements, and these Regulations.

B. Prohibited Conduct

An Agent or Applicant who engages in any of the following prohibited acts may be subject to investigation by the PHPA Certification and Disciplinary Committee and, where appropriate, disciplinary action in accordance with Section 7 of these Regulations:

1. **Undisclosed Fees:** Charging or attempting to collect any representation fee, expense reimbursement, or other payment from a Player that was not disclosed in the Agent's PHPA Certified Agent Program application or the written representation agreement with the Player.
2. **Improper Inducements:** Providing, offering, or promising money, loans, gifts, or other items of substantial value to a Player, or to a member of a Player's family, for the primary purpose of inducing the Player to enter into or maintain a representation relationship with the Agent.
3. **Representation Agreements:** Representing, or purporting to represent, an AHL or ECHL Player without filing a fully executed PHPA Standard Player-Agent Contract with the PHPA, or entering into any agreement or arrangement intended to circumvent the PHPA Regulations or the PHPA Standard Player-Agent Contract.
4. **False Statements:** Knowingly providing false, misleading, or incomplete information in any application, renewal, filing, investigation, or other communication with the PHPA.
5. **Failure to Cooperate:** Failing to cooperate with a PHPA investigation or disciplinary proceeding, including refusing to provide information or documentation reasonably requested by the PHPA or the Certification and Disciplinary Committee.
6. **Union Interference:** Knowingly interfering with the PHPA's administration of these Regulations or falsely representing the PHPA's position, authority, or policies.
7. **Breach of PHPA Agreement:** Violating any material provision of the PHPA Standard Player-Agent Contract or these Regulations.
8. **External Filings:** Commencing or threatening legal proceedings regarding any matter that is subject to the mandatory dispute resolution procedures established under these Regulations.

C. General Limitation and Resolutions for Financial Disputes

1. **Regulatory Boundary:** The PHPA acts solely as the certifying body for PHPA-certified Agents and does not regulate or determine the commercial fee arrangements negotiated between Players and Agents. Accordingly, the PHPA assumes no responsibility or liability for disputes relating to agent fees, compensation, or expense reimbursements and shall not act as a collection agent or financial guarantor.
2. **Fee Dispute Escalation Process:** If a dispute arises between an Agent and a Player concerning fees or expenses allegedly owed:
 - **Documentation Submission:** The Agent shall provide the PHPA and the Player with any relevant agreements, invoices, and supporting documentation relating to the disputed amount.
 - **Voluntary Mediation:** Upon the request of both parties, the PHPA may attempt to facilitate an informal resolution of the dispute.
 - **Civil Process:** If mediation is not requested or is unsuccessful, either party may pursue any available legal remedies. This provision applies only to disputes relating to fees or expenses and does not affect the mandatory dispute resolution procedures applicable to matters arising under these Regulations. A civil lawsuit regarding fees will not impact an Agent's certification status unless a court of law issues a final judgment involving fraud, theft, or severe financial misconduct.

SECTION 5: AGREEMENTS BETWEEN AGENTS AND PLAYERS

A. Obligation to Execute the Standard Player-Agent Contract

A Certified Agent shall execute a PHPA SPAC with each AHL or ECHL Player they represent. The SPAC should be executed before providing representational services whenever reasonably practicable and shall be submitted to the PHPA within the filing period prescribed by these Regulations.

Execution and filing of the SPAC is a condition of recognition under the PHPA Certified Agent Program. Until a duly executed SPAC has been received and accepted by the PHPA, the PHPA shall

have no obligation to recognize the Agent for administrative purposes or communicate with the Agent regarding the Player. The existence of any separate agreement between the Player and the Agent does not relieve the Agent of the obligation to execute and file a SPAC in accordance with these Regulations.

B. PHPA Verification and Communication Threshold

The PHPA shall recognize an Agent as authorized to act on behalf of a Player only upon receipt and administrative acceptance of a duly executed PHPA SPAC filed in accordance with these Regulations.

Until a valid SPAC is on file for a specific Player, the PHPA shall have no obligation to recognize the Agent, communicate with the Agent regarding the Player, provide Player-related information, or otherwise act upon the Agent's instructions on the Player's behalf.

C. Alteration of the Standard Player-Agent Contract

The PHPA SPAC shall be executed in the form prescribed by the PHPA. No Agent shall alter, delete, or add to any material provision of the SPAC without the prior written approval of the PHPA.

Any unauthorized material alteration may result in the PHPA declining to recognize the SPAC and may constitute grounds for administrative suspension or revocation of certification under Section 3.

D. Mandatory Filing of SPAC

Agents must submit a complete, executed SPAC to the PHPA (hockeyops@phpa.com) within ten (10) calendar days of signing. Newly certified Agents under Categories A and B must submit all outstanding SPACs within ten (10) calendar days of certification. Category C Agents shall convert from provisional to full certification upon submission and acceptance of their first SPAC.

Agents must retain a copy and provide one to the Player. Until a SPAC is filed and accepted, the PHPA will not recognize the representation relationship or communicate with the Agent regarding the Player.

Failure to comply may result in administrative suspension or revocation of certification in accordance with Section 3.

E. Obligations Following Category C Approval

An Applicant approved for certification under Category C is not required to submit a PHPA SPAC at the time of application.

Upon agreeing to represent an AHL or ECHL Player, a Certified Agent who was originally approved

under Category C shall, before requesting recognition from the PHPA or acting on behalf of the Player in matters involving the PHPA, execute the PHPA SPAC with the Player and submit it to the PHPA in accordance with this Section.

Failure to execute and submit the required SPAC may result in the PHPA declining to recognize the representation relationship and may constitute grounds for administrative suspension or revocation of certification under Section 3.

F. Termination of SPAC and General Club Interaction

Either the Player or the Agent may terminate the PHPA SPAC at any time by providing written notice to the other party in accordance with the terms of the SPAC.

The Agent shall provide a copy of any notice of termination to the PHPA within forty-eight (48) hours of sending or receiving such notice. Upon receipt of the notice of termination, the PHPA shall update its records and cease recognizing the Agent as the authorized representative of the Player unless and until a new SPAC is filed.

SECTION 6: COMPLAINTS, INVESTIGATIONS AND DISCIPLINE

A. Certification and Disciplinary Committee

The PHPA shall establish a Certification and Disciplinary Committee consisting of three (3) members appointed by the Executive Director. Members of the Committee may be reappointed or replaced at the discretion of the Executive Director. The Committee shall be responsible for carrying out the functions assigned to it under these Regulations, including reviewing applications where certification has been denied and a review has been requested under Section 3, reviewing complaints, conducting investigations, determining whether a violation of these Regulations has occurred, and imposing disciplinary sanctions where appropriate.

No member of the Certification and Disciplinary Committee shall participate in any matter where an actual or reasonably perceived conflict of interest exists. In such circumstances, the Executive Director shall appoint a replacement member for that matter.

B. Filing and Administration of Complaints

Filing: Any Player, Agent, Member Club, or the Executive Director of the PHPA may file a written complaint alleging that an Agent has violated these Regulations or engaged in prohibited conduct. The complaint shall identify the applicable provisions of these Regulations alleged to have been violated and set out, in plain language, the facts and circumstances supporting the complaint.

Notice to Agent: Upon receipt of a complaint, the PHPA shall provide a copy of the complaint to the Agent by email.

Answer: The Agent shall submit a written Answer to the PHPA by email within thirty (30) calendar days of receipt of the complaint, with a copy provided to the complainant. The Answer shall admit or deny the allegations, identify any facts or circumstances relied upon in response, and set out the reasons why the complaint should be dismissed or otherwise resolved.

C. Investigation

Referral: Upon receipt of the Agent's Answer, or upon the expiry of the period for filing an Answer, PHPA Staff shall refer the complaint and all materials submitted by the parties to the Certification and Disciplinary Committee.

Investigation: The Certification and Disciplinary Committee may conduct any investigation it considers necessary, including requesting documents or information, communicating with the parties, and interviewing relevant individuals.

Duty to Cooperate: Agents shall cooperate fully with any investigation conducted under these Regulations. Failure to cooperate may constitute a separate violation of these Regulations.

D. Disciplinary Decisions and Sanctions

The Certification and Disciplinary Committee shall issue its written decision within thirty (30) calendar days following the conclusion of its investigation unless additional time is reasonably required.

Decision: Following completion of its investigation, the Certification and Disciplinary Committee shall determine whether a violation of these Regulations has occurred and shall notify the Agent in writing of its decision.

Sanctions: Where a violation is found, the Certification and Disciplinary Committee may impose one or more of the following disciplinary sanctions:

- Private written reprimand
- Public letter of reprimand
- A fine payable to a charitable organization designated by the PHPA
- Suspension of PHPA certification for a specified period
- Revocation of PHPA certification

E. Appeals

An Agent may appeal a decision of the Certification and Disciplinary Committee by filing a written Notice of Appeal with the PHPA within thirty (30) calendar days of receiving the Committee's decision.

Appeals shall be heard in accordance with the arbitration procedures set out in Section 7.

The filing of a Notice of Appeal shall stay the disciplinary sanction until the Arbitrator has rendered a final decision.

SECTION 7: GRIEVANCE AND ARBITRATION PROCEDURES

A. Scope of Arbitration

The arbitration procedures established under this Section apply exclusively to appeals from final decisions of the PHPA Certification and Disciplinary Committee made in accordance with these Regulations, including:

- (a) decisions rendered upon a review of the denial of certification under Section 3; and
- (b) decisions respecting complaints, investigations, and disciplinary matters under Section 6.

The Arbitrator shall have no jurisdiction to hear fee or financial disputes between Agents and Players, which shall remain outside the jurisdiction of the PHPA and shall continue to be governed by Section 4(C).

B. Notice of Appeal

An Applicant or Agent appealing a decision of the Certification and Disciplinary Committee shall submit a written Notice of Appeal to the PHPA by email within thirty (30) calendar days of receiving the Certification and Disciplinary Committee's decision.

The Notice of Appeal shall identify the decision being appealed, the grounds for the appeal, and the relief sought.

Upon receipt of the Notice of Appeal, the PHPA shall provide a copy to the Certification and Disciplinary Committee.

C. Appointment of the Arbitrator

Arbitration Panel: The PHPA shall establish and maintain a panel of at least three (3) qualified, experienced, and impartial arbitrators to hear appeals under these Regulations. Panel members shall be appointed for a one (1) year term and may be reappointed at the discretion of the PHPA.

Assignment: Appeals shall be assigned to an Arbitrator on a rotating basis. The PHPA shall assign the appeal to the next available Arbitrator following receipt of the Notice of Appeal.

Conflict of Interest: An Arbitrator shall not hear an appeal where an actual or reasonably perceived conflict of interest exists. In such circumstances, the PHPA shall assign the appeal to the next available Arbitrator on the panel.

D. Arbitration Costs

Following the appointment of the Arbitrator, and before the appeal proceeds to a hearing, the Applicant or Agent filing the appeal shall be responsible for advancing the Arbitrator's retainer and any related arbitration administration costs required to commence the arbitration.

Where the Arbitrator allows the appeal in whole, the PHPA shall reimburse the Applicant or Agent for the Arbitrator's retainer and arbitration administration costs advanced in connection with the appeal.

Where the appeal is dismissed or substantially unsuccessful, the Applicant or Agent shall remain responsible for the Arbitrator's retainer and arbitration administration costs.

Where an appeal is partially successful, the Arbitrator may determine the appropriate allocation of the Arbitrator's retainer and arbitration administration costs.

Unless otherwise directed by the Arbitrator, each party shall bear its own legal fees and other expenses incurred in connection with the appeal.

E. Appeal Hearing

The Arbitrator shall promptly schedule a hearing at a time and by a method the Arbitrator considers appropriate, including in person or by electronic means, and shall provide reasonable notice to all parties.

The parties shall have the right to be represented by legal counsel, present oral and written evidence, call witnesses, and make submissions relevant to the appeal.

The Arbitrator shall determine whether the Certification and Disciplinary Committee correctly interpreted and applied these Regulations in reaching the decision under appeal. Where applicable, the Arbitrator may also consider the interpretation and application of the PHPA SPAC.

F. Decision of the Arbitrator

The Arbitrator shall issue a written decision within thirty (30) calendar days following the close of the hearing, unless the parties agree otherwise.

The Arbitrator may affirm, vary, or overturn the decision of the Certification and Disciplinary Committee and may substitute any decision or disciplinary sanction.

The Arbitrator's decision shall be final and binding upon the parties, subject only to any rights available under applicable law.

SECTION 8: MISCELLANEOUS PROVISIONS

A. Notices

Unless otherwise provided in these Regulations, any notice, document, or communication required under these Regulations shall be delivered by email to the most recent email address provided to the PHPA by the Applicant or Certified Agent. It is the responsibility of every Applicant and Certified Agent to ensure that their contact information remains current.

B. Limitation of Liability

Nothing in these Regulations shall be construed as creating any responsibility or liability on the part of the PHPA for the professional services, advice, conduct, or omissions of any Certified Agent. Certification under the PHPA Certified Agent Program constitutes recognition by the PHPA only and shall not be interpreted as an endorsement, warranty, or guarantee of the Agent's qualifications, services, or conduct.

C. Governing Law and Severability

These Regulations and the PHPA SPAC shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

If any provision of these Regulations or the PHPA SPAC is determined by an Arbitrator or a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

D. No Waiver

The failure of the PHPA to enforce any provision of these Regulations in a particular instance shall not constitute a waiver of its right to enforce that provision or any other provision in the future.

ACKNOWLEDGEMENT

I, _____, acknowledge that I have received, read, and understand the **PHPA Regulations Governing Agent Certification**.

I understand that these Regulations establish the standards of conduct, professional responsibilities, rights, and obligations applicable to PHPA Certified Agents.

I agree to comply with and be bound by these Regulations, including any amendments adopted by the PHPA from time to time, as a condition of maintaining and renewing my certification under the PHPA Certified Agent Program.

I acknowledge that failure to comply with these Regulations may result in disciplinary action, including the suspension or revocation of my certification, in accordance with the PHPA Regulations Governing Agent Certification.

I certify that I have read the foregoing Regulations in their entirety and understand the obligations imposed upon me as a PHPA Certified Agent.

Signature of Applicant

Date