



TO: Prospective Licensee  
FROM: NBA Properties, Inc. ("NBAP")  
RE: **PROSPECTIVE NBA LICENSE APPLICATION**

Attached please find a prospective National Basketball Association ("NBA") license application. We appreciate your interest in applying for an NBA license. **NOTE: NBAP reviews each application submitted, however, we receive far more applications for licenses than we are able to grant.**

You should be aware that, as standard license terms, NBAP requires, among other things, payment of the following: (i) a royalty on the net sales of each licensed article sold; (ii) an annual minimum guarantee and (iii) a merchandise credit to NBAP for the licensed articles (all of the above in amounts to be determined by NBAP). Moreover, as a prerequisite to NBAP's consideration of a new licensee, the applicant must have an established means of distribution and a sufficient direct sales force (or number of sales representatives) to actively promote the sale of the licensed articles throughout the authorized territory.

Please be advised that NBAP has the exclusive right to license for commercial purposes the use of the names, symbols, emblems, designs, logo identifications and uniforms of the NBA and its member teams, as well as the names and likenesses of current NBA players on a group basis. In addition, we can provide licensing information regarding the WNBA and NBA Development League, so please let us know if you are interested in seeking a license for either of these properties.

**Only fully completed applications, including a signature on page 18 and a completed and signed General Inquiry Authorization and Release, will be reviewed.** Failure to provide any of the information requested in the application will preclude NBAP's consideration. Please allow a minimum of six (6) weeks from receipt of your completed application for our review.

NBAP regularly receives numerous licensing requests and suggestions, many of which are very similar to concepts and initiatives that NBAP has previously developed on its own or that have been proposed by third parties. Accordingly, when submitting your license application, **do not include any information nor material (including samples) that you want to keep confidential or that you believe is proprietary or legally protectible.** By submitting your license application, you acknowledge and agree that (1) no confidential relationship is established between you and NBAP, (2) NBAP shall have the right to use and/or disclose any information or material that you present in connection with your license application freely and without any obligation to you whatsoever, (3) NBAP's use and/or disclosure thereof will not give rise to any claims by you or anyone else against the NBA, any of its member teams, NBAP, or any of their respective employees, representatives, agents or affiliates, and (4) you shall be bound by the Application Terms and Conditions attached at the end of this application.

We look forward to receiving your completed application.



## NBA PROPERTIES, INC.

Olympic Tower · 645 Fifth Avenue · New York, NY 10022 · (212) 407-8000

### Frequently Asked Questions

**Q: What are the annual minimum guarantees?**

A: Annual minimum guarantees vary greatly. In determining minimum guarantees, NBAP considers many factors, including but not limited to: wholesale pricing, projected sales and distribution and financial soundness of the company. NBAP may require all or part of the minimum guarantee to be paid in advance.

**Q: I am a start-up company or new to licensing and cannot answer many of the application questions. How should I handle this and how will it affect my chances of getting a license?**

A: Every question must be answered to the best of your ability. If you feel that something does not apply to you, please answer "N/A" and include a brief explanation of why (attach additional pages as necessary). If you cannot forecast sales projections or do not have established distribution, we recommend waiting to apply until you can do so.

**Q: My manufacturing information is confidential. What if I don't want to supply it?**

A: As part of our standard background inquiry regarding potential licensees, we research manufacturers. Without complete information, your application will not be reviewed.

**Q: Will NBAP sign a confidentiality agreement?**

A: No. You should not include any information or material with your license application that you want to keep confidential or that you believe is proprietary or legally protectible.

**Q: I have an idea for a product but I am not interested in/or qualified for a license. Does NBAP buy ideas?**

A: No. However, NBAP may, at its discretion, provide you with a list of licensees in a specific product category so you may contact those licensees about potential opportunities.

**Q: Your application requests a business plan. What should that include?**

A: Examples of what to include in your business plan are: (1) sales and expense projections for the product(s), (2) a discussion of the market, including competitors and respective market share, (3) specific distribution strategies with key retailers, (4) advertising and promotional plan for the product(s), including marketing budget, and (5) other actions or programs that will support the sale of the product(s).

**Q: How long will the entire application process take?**

A: Allow a *minimum* of six (6) weeks for NBAP to review your application.



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**APPLICANT INFORMATION FORM**

1. *Instructions*

Before submitting this information form to NBAP, please review carefully for completeness. **All questions must be answered** (if an item does not apply, write “N/A” and include a brief explanation of why, attaching additional pages as necessary). Failure to respond to any item, or to sign on page 18, will preclude further consideration of your license application. **THE INFORMATION REQUESTED BY NBAP HEREIN DOES NOT CONSTITUTE AN OFFER TO CONTRACT OR A SOLICITATION BY NBAP TO OFFER CONTRACT.**

2. *General Information*

<b>A.</b>	Full Legal Name of Company:	
<b>B.</b>	Registered Business Address:	
<b>C.</b>	Mailing Address (if different from above):	
<b>D.</b>	Telephone Number:	Fax Number:
<b>E.</b>	Email Address:	
<b>F.</b>	Website URL:	
<b>G.</b>	Years in Business:	
<b>H.</b>	Name and Title of Principal Contact:	
<b>I.</b>	Name(s) and address(es) of any predecessor(s) in interest to (or prior name(s) of) your organization within the past 5 years:	





3. **Description of Business (continued)**

**C.** Provide the name and title of any other employee (if not identified above) who will regularly be involved in the proposed business relationship with the NBA:


**D.** Please describe any existing relationship between any person described above and any employee of the NBA:


4. **Financial Information**

**A. Bank References**

**i.**

Bank Name:	
Branch:	Account Number:
Address:	
Bank Contact:	
Telephone:	



4. **Financial Information** (continued)

<b>ii.</b>	Bank Name:	
	Branch:	Account Number:
	Address:	
Bank Contact:		
Telephone:		
<b>iii.</b>	Bank Name:	
	Branch:	Account Number:
	Address:	
	Bank Contact:	
	Telephone:	

**B. Business References (suppliers or vendors who deal with the Company, but excluding current or former employees of Company)**

<b>i.</b>	Reference Company Name:
	Address:
	Reference Contact:
	Telephone:



4. **Financial Information** (continued)

<b>ii.</b>	Reference Company Name:
	Address:
	Reference Contact:
	Telephone:
<b>iii.</b>	Reference Company Name:
	Address:
	Reference Contact:
	Telephone:
<b>iv.</b>	Reference Company Name:
	Address:
	Reference Contact:
	Telephone:



5. **Product Information**

Please submit a sample/prototype of each proposed product.

**A.** Description of products for which an NBA license is sought:

Product 1:
Product 2:
Product 3:
Product 4:

**B.** Estimated wholesale selling price (per unit):

Product 1:
Product 2:
Product 3:
Product 4:

**C.** Does the Company currently sell the type of product(s) it seeks to have licensed:  
 Yes  No

**D.** Trade/Brand names of products manufactured/sold by the Company:






6. **Manufacturing Information**

**NOTE: If more than four products, use separate sheet(s) to answer all questions for each product. Hereafter, we refer to Product 1 as P1, Product 2 as P2, etc.**

**A.** Where will the NBA licensed products(s) be manufactured?  
**(D=Domestic (U.S.), F=Foreign, B=Both)**

P1\_\_\_\_\_ P2\_\_\_\_\_ P3\_\_\_\_\_ P4\_\_\_\_\_

**B.** Will the Company manufacture the product(s)? **(Y/N)**

P1\_\_\_\_\_ P2\_\_\_\_\_ P3\_\_\_\_\_ P4\_\_\_\_\_

**C.** If the Company will **not** be the manufacturer, who will be?\*

P1.	Manufacturer Name:
	Address:
	Telephone:
	Name and Title of Contact:
P2.	Manufacturer Name:
	Address:
	Telephone:
	Name and Title of Contact:
P3.	Manufacturer Name:
	Address:
	Telephone:
	Name and Title of Contact:
P4.	Manufacturer Name:
	Address:
	Telephone:
	Name and Title of Contact:

*\*Please note: All outside manufacturers will be required to sign a 3<sup>rd</sup> Party Contributor Agreement should you be approved for an NBA license.*





7. **Sales and Distribution Information**

<b>A.</b>	Company's sales for the most recent year (all products):																				
<b>B.</b>	Distribution capability:																				
<b>C.</b>	<p>Sales force description (indicate number of people):</p> <p><input type="checkbox"/> Own Sales force                      Number of salespersons = _____</p> <p><input type="checkbox"/> Reps    Number of reps/jobbers = _____</p> <p><input type="checkbox"/> Distributors                              Number of distributors = _____</p> <p><b>Total</b> number of field sales force = _____</p> <p>Mail Order/Direct Response= _____</p> <p><b>Explain:</b> _____</p> <p>_____</p> <p>_____</p>																				
<b>D.</b>	Current distribution:																				
<b>E.</b>	<p>Estimate of annual wholesale dollar volume of the products you wish to sell under this license (by product, if applicable). This must be completed:</p> <table style="width: 100%; border: none;"> <thead> <tr> <th style="width: 50%;"></th> <th style="text-align: center; width: 20%;"><b>Year 1</b></th> <th style="width: 5%;"></th> <th style="text-align: center; width: 20%;"><b>Year 2</b></th> </tr> </thead> <tbody> <tr> <td>P1 _____</td> <td></td> <td></td> <td>P1 _____</td> </tr> <tr> <td>P2 _____</td> <td></td> <td></td> <td>P2 _____</td> </tr> <tr> <td>P3 _____</td> <td></td> <td></td> <td>P3 _____</td> </tr> <tr> <td>P4 _____</td> <td></td> <td></td> <td>P4 _____</td> </tr> </tbody> </table>		<b>Year 1</b>		<b>Year 2</b>	P1 _____			P1 _____	P2 _____			P2 _____	P3 _____			P3 _____	P4 _____			P4 _____
	<b>Year 1</b>		<b>Year 2</b>																		
P1 _____			P1 _____																		
P2 _____			P2 _____																		
P3 _____			P3 _____																		
P4 _____			P4 _____																		
<b>F.</b>	Primary selling season:																				
<b>G.</b>	<p>Accounts to whom you plan to sell licensed product(s):</p> <p>1. _____ 5. _____</p> <p>2. _____ 6. _____</p> <p>3. _____ 7. _____</p> <p>4. _____ 8. _____</p>																				
<b>H.</b>	If you currently market a similar type of product, what was its wholesale dollar value for the most recent year?																				



7. **Sales and Distribution Information** (continued)

**I.** Distribution Summary – Please provide below a list of top retail accounts (by category) to which the Company currently distributes:

<b>i.</b>	Mass Merchants:
<b>ii.</b>	Grocery:
<b>iii.</b>	Drug:
<b>iv.</b>	Sporting Goods:
<b>v.</b>	Distributors:
<b>vi.</b>	Department Stores:
<b>vii.</b>	Specialty Stores/Sports Licensed Product Stores:



7. **Sales and Distribution Information** (continued)

**J.** If the Company will **not** be the distributor, who will be?\*

P1.	Distributor Name:
	Address:
	Telephone:
	Name and Title of Contact:
P2.	Distributor Name:
	Address:
	Telephone:
	Name and Title of Contact:
P3.	Distributor Name:
	Address:
	Telephone:
	Name and Title of Contact:

*\*Please note: All third party distributors will be required to sign a 3<sup>rd</sup> Party Contributor Agreement should you be approved for an NBA license.*

**K.** Please list three (3) trade contacts with whom the Company currently does business:

1.	Company:
	Contact:
	Telephone:
2.	Company:
	Contact:
	Telephone:
3.	Company:
	Contact:
	Telephone:



**8. Other License Information**

**A.** Does the Company hold other licenses? [ ] Yes [ ] No

**B.** If “yes,” please list:

Licensors:	Years Under License:
Licensed Property:	
Contact/Info:	

Licensors:	Years Under License:
Licensed Property:	
Contact/Info:	

Licensors:	Years Under License:
Licensed Property:	
Contact/Info:	

Licensors:	Years Under License:
Licensed Property:	

**9. Marketing Information**

**A.** Indicate the marketing promotions the Company will use to support NBA licensed product. If regional or local, please indicate which area.

<b>i.</b>	Consumer Advertising:
<b>ii.</b>	Trade Advertising:
<b>iii.</b>	In-Store Materials:
<b>iv.</b>	Sales/Trade Incentives:
<b>v.</b>	Co-op Advertising:
<b>vi.</b>	Other (Specify):



9. **Marketing Information** (continued)

**B.** If applicable, please identify any advertising agency that the Company uses:

Agency Name:
Address:
Contact:
Telephone:

**C.** Should the Company receive an NBA license, what amount do you plan to spend in advertising, promotion, and merchandising funds in support of the licensed product(s) during the first year?

Advertising Amount:	Promotion Amount:	Merchandising Funds:

**D.** Who is responsible for the Company's product design and artwork?

Name:
Telephone:

**E.** Describe your quality control-process.


**F.** Initial marketing date:

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**G.** Date product is to be presented to buyers:

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10. **Other Information**

- A.** Has the Company, its predecessor in interests, or any of its principals ever been the subject of any bankruptcy, insolvency, or receivership proceeding?  **Yes**  **No**  
If “yes,” please explain each instance:


- B.** Has the Company, its predecessor in interests, or any of its principals ever been the subject of any proceeding or action arising out of trademark, copyright or patent infringements, or product liability?  **Yes**  **No**  
If “yes,” please explain each instance:


- C.** Has the Company, its predecessor in interests, or any of its principals ever been the subject of any proceedings before the Federal Trade Commission?  **Yes**  **No**  
If “yes,” please explain each instance:






11. **Additional Information for International Applicants**

**NOTE:** If any personnel or operations of the Company (e.g., manufacturing, sales) involving the proposed business relationship with the NBA will be located outside the U.S. and Canada, please complete this section.

**A.**

Please provide the following information for any individual identified in Section 3.A or 3.B above: (i) citizenship; (2) business contact information; (3) whether he/she has been a government official* within the last year**; and (4) whether he/she has a familial relationship with a government official***:

\* A “government official” is an officer or employee of a government or any department, agency or instrumentality of a government, or an officer or employee of a sports federation. It also includes an officer or employee of certain specifically designated public international organizations (such as the United Nations, the International Monetary Fund, the International Committee of the Red Cross and the World Trade Organization).  
 \*\* If “yes,” please describe the government entity with which he/she was affiliated, list his/her title and dates of service, and provide a brief description of his/her role and responsibilities for the government entity.  
 \*\*\* If “yes,” please describe the government entity and list the family member’s title and relationship to the individual.

**B.**

Does any government or government entity, agency or official control or otherwise participate in the day-to-day operations of the Company? If “yes,” please describe.

**C.**

List any government or quasi-government entity, agency or official, political party or party official, candidate for political office, or public international organization that, directly or indirectly, holds an ownership interest in the Company (including options, warrants or similar rights to acquire such interests) totaling 10% or more of the Company, and provide a full description of the nature of that interest.



11. ***Additional Information for International Applicants (continued)***

- D.** Does the Company have a policy(ies) that prohibits corruption and bribery and requires compliance with the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and other applicable anti-bribery and anti-corruption laws? [ ] **Yes** [ ] **No**

If “yes,” please attach full copies of any written policy(ies).

- E.** Is the Company the target of any pending criminal investigation? [ ] **Yes** [ ] **No**

12. ***Supplementary Items***

Please include with this form the following:

- A. Most recent annual report or audited financial statement**  
**B. Sales catalog(s)**  
**C. A business plan for the product(s)**  
**D. Additional pages, as necessary, to supplement any answer above**  
**E. Any additional information the Company wishes NBAP to consider**

13. ***Applicant Acknowledgement***

I acknowledge and agree that (a) no confidential relationship is established between me and NBAP, (b) NBAP shall have the right to use and/or disclose any information or material that I present in connection with my license application freely and without any obligation to me whatsoever, (c) NBAP’s use and/or disclosure thereof will not give rise to any claims by me or anyone else against the NBA, any of its member teams, NBAP, or any of their respective employees, representatives, agents or affiliates, and (d) I shall be bound by the Application Terms and Conditions.

Signature:
Name (please print):
Title:
Date:

Return the completed license application (which must be signed where indicated above and include a completed and signed General Inquiry Authorization and Release, as attached) to:

NBA Properties, Inc.  
 Global Merchandising Group  
 645 Fifth Avenue  
 New York, NY 10022  
**ATTN: Tania Curtin**



**• NBA PROPERTIES, INC.**  
**Olympic Tower • 645 Fifth Avenue • New York, NY 10022 • (212) 407-8000**

**GENERAL INQUIRY AUTHORIZATION AND RELEASE**

I hereby authorize NBA Properties, Inc. ("NBAP") to request and receive any information concerning me from any persons, companies, corporations, partnerships, associations, credit bureaus, law enforcement agencies, and licensing agencies.

I also authorize any of the above parties to furnish NBAP with information and credit reports concerning me as requested by NBAP. I further release all such parties and NBAP from any and all liability and responsibility arising out of the release of any such information or credit reports.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Home Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Business Name or D/B/A: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Business Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## **NBA PROPERTIES, INC.**

**Olympic Tower · 645 Fifth Avenue · New York, NY 10022 · (212) 407-8000**

<p align="center"><b>NBA PROPERTIES, INC. APPLICATION TERMS AND CONDITIONS</b></p>
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You have expressed interest in applying for a license to use the intellectual property and other rights of the National Basketball Association (the “NBA”) and/or its member teams and their valuable intellectual property and other rights (collectively, the “NBA Content”) in connection with the manufacture and/or distribution of the products described in the attached license application (the “Submission”). NBA Properties, Inc. (“NBAP”) receives numerous submissions of ideas, products, formats, stories, proposals, suggestions and the like desiring to utilize the NBA Content, many of which are very similar to concepts and initiatives that NBAP has previously developed on its own or that have been proposed by third parties. Therefore, NBAP’s consideration of your Submission shall be subject to the following terms and conditions (the “Application Terms”). (For convenience, as used herein and solely for purposes of these Application Terms, “NBAP” shall be deemed to include NBAP’s authorized representatives, and “you” shall be deemed to include you and anyone who has (or may have) any interest in your Submission.)

1. No confidential relationship is established by your providing your Submission to NBAP. You should not disclose any information or material, or submit any samples, to NBAP that you want to keep confidential or that you believe is legally protected or protectible. You acknowledge that it is entirely up to you what information or material you disclose to NBAP, and agree that NBAP shall have the right to assume that any information or material you present in connection with your Submission (whether or not in writing) is not subject to any confidentiality or other restriction and may be freely used and/or disclosed without any obligation to you whatsoever, and NBAP’s use and/or disclosure thereof will not give rise to any claims by you or anyone else against the NBA, any of its member teams, NBAP, or any of their respective employees, representatives, agents or affiliates (collectively, the “NBA Entities”), including any claim based on infringement, confidential relationship, implied contract, unfair competition or any claim arising out of any use or alleged use of your Submission or any information or material that you present, or any other idea relating to the NBA, its member teams, players or other personnel.
2. The Submission, and any meetings or discussions concerning the Submission (collectively, “Discussions”), (a) shall not be deemed to be a commitment to engage in any business relationship, contract or future dealing with you (a “Relationship”), or limit NBAP’s right to engage in any activity (on its own or with any third party, whether such activity is similar to your Submission or any information or material that you present) or to conduct similar discussions with third parties, and (b) shall not give rise to any claims against any NBA Entity relating to the Submission or Discussions or any failure to enter into any Relationship with respect to the subject matter of the Submission or Discussions.
3. NBAP is not expressly or impliedly agreeing to compensate or otherwise acknowledge you for the use of any information or material included in your Submission, unless a separate formal, written license agreement is entered into between you and NBAP, in which case all financial and other matters will be solely in accordance with the terms of that license agreement. You acknowledge and agree that the opportunity that your Submission will be considered by NBAP shall be the sole consideration (and is sufficient consideration) for your providing the Submission to NBAP.



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*NBA Properties, Inc. Application Terms and Conditions Page 2*

4. You hereby represent and warrant that you have the full, unencumbered right to provide your Submission to NBAP, and you hereby agree to defend, indemnify and hold harmless the NBA Entities from and against any and all claims, costs or expenses (including, without limitation, attorneys' fees) that may arise out of or relate in any way to your Submission.
5. If your Submission is made on behalf of more than one party, then references to "you" or "your" throughout these Application Terms shall apply to each such party, jointly and severally.
6. These Application Terms shall be construed by, and in accordance with, the laws of the State of New York (without regard to its choice-of-law rules). Any claim arising hereunder shall be prosecuted exclusively in a court of competent jurisdiction within the City of New York, New York, and you consent to the jurisdiction of any such court and to the service of process by mail.
7. You may not assign any of your rights or obligations hereunder without the prior written approval of NBAP (to be given or withheld in its sole discretion). Any attempt to assign or transfer any of your rights or obligations hereunder is void.
8. You acknowledge that you have retained a copy of your Submission and you release the NBA Entities from liability for loss or damage to the Submission.
9. Should any provision or part of any provision of these Application Terms be void or unenforceable, such provision or part thereof shall be deemed omitted, and these Application Terms with such provision or part thereof omitted shall remain in full force and effect.
10. These Application Terms may not be modified except by written agreement signed by NBAP. These Application Terms apply equally to any other submission that you provide to any NBA Entity unless agreed in writing to the contrary at the time of the submission.