

SAMPLE EMPLOYMENT AGREEMENT

FOR CONTRACT PLAYERS (STATUS: JANUARY 2017)

This sample agreement is primarily aimed at players playing in a league governed by the DFB or one of its (sub-)regional FAs. Therefore, if it is used in the territory (and jurisdiction) of one of the (sub-)regional FAs, it has to be adapted to the respective rules and regulations. In such cases, the provisions that are invoked shall be specified, and the relevant Internet links shall be provided accordingly.

This sample agreement is presented as a non-binding proposal. While it has been drafted with utmost care, no guarantee can be assumed for the legal validity and effectiveness of its provisions. The users are therefore positively encouraged to conduct their own legal review, especially as regards further legal developments and the parties' own concrete needs and objectives. It follows that the DFB will not assume any liability for the content of this sample agreement.

N.B.: German Minimum Wage Act ("Mindestlohngesetz", MiLoG)

The applicability of the minimum wage is solely governed by the statutory criteria. The interpretation and application of the Act, in each individual case, remains the remit of the responsible authorities and the courts, respectively. With regard to the interim results of talks held with the German Ministry of Labour and Social Affairs, reference is made to the circulars dated 6 March 2015 and 16 November 2015 and issued by the DFB and the DOSB (German Olympic Sports Federation). This sample agreement is not suited to determine - or exclude, whatever the case may be - the applicability of the minimum wage and is no substitute for the users' obligation to review their specific situation and, if necessary, adapt the provisions accordingly.

To the Players' Passes / Registration Unit of the competent (sub-)regional FA affiliated to the DFB

Presentation of an Employment Contract with a contract player under article 22 of the DFB Match and Competition Regulations ("DFB-Spielordnung").

Dear Sir or Madam,

This is to document and present the conclusion / change / extension of the enclosed Employment Contract with a contract player (encircle as applicable).

The contract becomes effective on:

The contract expires on:

The contract was signed on (signature date):

The contract complies with the requirements of Article 8 no.2 of the DFB Match and Competition Regulations

.....

(Place and date)

.....

(Club / joint stock company representative; (Player, legal guardian for under-age players)

Club / joint stock company seal)

Club address:

Player's address:

Name

Full name

Postal address

Postal address

(Street and House no., Town/City, Post Code)

(Street, House no., Town/City, Post Code)

Telephone / Fax / E-mail

Telephone / Fax / E-mail

EMPLOYMENT CONTRACT

The club / joint stock company
represented by

- hereinafter referred to as "the Club" -

and

born in on

resident at (postal address):

citizenship

(If player is under age 18: legally represented by parent/guardian):

.....

- hereinafter referred to as "the Player" -

have agreed to the contractual terms and conditions outlined below:

Article 1

- 1) The Player commits to playing football for the Club as a "Vertragsspieler" (contract player) within the meaning of Articles 8, 10, and 22-26a of the DFB "Spielordnung" (Match and Competition Regulations), provisions that the Player expressly acknowledges and recognizes.
- 2) The statutes, rules and regulations of the DFB and its member associations, which in their current versions reflect the general principles governing football in Germany, shall be deemed authoritative for the Player in exercising his profession. He acknowledges to be bound by the provisions referred to above in their current version. He accepts and submits himself to the decisions and the jurisdiction of those bodies and representatives of the DFB and its (sub-)

regional FAs that are responsible for administering the Club and the relevant league operations; this also includes, if applicable, the decisions and jurisdiction of the "Ligaverband" (League Association).

The relevant provisions issued by the DFB and the League Association may be downloaded from www.dfb.de and www.bundesliga.de, respectively.

The Player also acknowledges to be bound by the statutes of his club in their current version and, in particular, to the Club's authority in disciplinary matters.

3) The Player undertakes to attend - and/or participate in - all matches, training courses, and training/workout sessions, irrespective of whether these are part of the routine training schedule or especially arranged, as well as all meetings and other events that are part of the preparations for matches and competitions. This obligation shall also apply if the Player's actual appearance as a starting line-up player or substitute can be ruled out for whatever reason.

4) If so required by the Club, the Player undertakes to wear, while on official club duty (playing matches, training, travelling), only such clothing and other equipment as provided by the Club's sponsor or outfitter.

5) The Player shall refrain from placing bets or attempting to place bets himself or using third parties, e.g. close family members, neither for his own account nor for that of a third party, on any matches and/or competitions in which teams of the Club are directly or indirectly involved, including bets on the occurrence or non-occurrence of certain events during a match, half-time and final results etc. Neither shall the Player be allowed to engage or support any third parties to place such bets. He shall refrain from disclosing to any third party any betting-relevant information that is not in the public domain or to which only he as a Player has access. The Player acknowledges and recognizes that any failure to observe this provision will not only be deemed a violation of this contract, but also an act of unsportsmanlike conduct punishable under Article 1 nos. 2 and 4 of the DFB "Rechts- und Verfahrensordnung" (Legal and Procedural Regulations).

6) The Player commits himself to immediately inform his club and the DFB "Kontrollausschuss" (Disciplinary Committee) or the (sub-)regional FA concerned about any offers, financial or otherwise, received from third parties in exchange for fixing any match (engineering a victory, draw, or defeat, or a pre-determined result) involving his own or any other club. This obligation to provide information also applies if the Player has declined such offers or refused to engage in any match-fixing activity.

Article 2

To the extent that his personality rights as a player are concerned, the Player shall grant the Club the right to exploit these rights while declaring and warranting not to have assigned these rights to any third party. These rights may be utilised and commercially exploited by using all and any currently known and future technical means and media, including multi-media applications (Internet, internet service providers, computer games, etc.). This provision applies especially to club-authorized images showing the Player individually or together with team members, be these portraits or match scenes or footage of full-length matches provided to public and/or private broadcasters and/or other audio-visual media outlets, thus allowing the DFB, its (sub-)regional FAs and/or the League Association to meet their respective contractual obligations vis-à-vis such broadcasters or media outlets.

The Player shall also provide the Club with his original, handwritten (autograph) signature for PR purposes and/or for reproduction on souvenir and merchandising articles procured or licensed by the Club or used in connection with third parties' advertising, as the case may be.

The above rights may also be commercially exploited with the framework of a collective marketing effort undertaken by the club or a third party, e. g. the respective league operator.

Unless otherwise provided for in this contract, the Club shall remain the sole beneficiary of all and any profits realized from such PR, merchandising, commercial exploitation, and advertising efforts.

Any other activities undertaken by the Player and directly related to his status as one of the Club's players - e.g. generating income by granting interviews, authoring books and other activities - shall require the Club's prior approval. Such approval shall be granted provided the Player's activities are not detrimental to the Club's protected interests. Approval may be revoked at any time if such revocation is deemed required to protect the Club's interests.

Article 3

Players playing for clubs in the DFB's Third League shall also be required to acknowledge and recognize the Third League's legal principles and to issue the required statements to the DFB (cf. Annex of Article 5 (1) b) and (3) of the Third League License Agreement concluded between the Club and the DFB).

Article 4

1. Doping is prohibited and shall be defined as violating one or several anti-doping stipulations specified in item 2 below:
2. Specifically, a violation of the anti-doping stipulations is deemed to have been committed if and when any of the following facts can be or have been determined:
 - a) the presence of a prohibited substance or its metabolites or markers in a sample taken from the Player's body.
 - b) the use or attempted use by a player of a prohibited substance or method.
 - c) refusal to comply with instructions to provide a sample or agree to such sample being taken in accordance with the DFB's anti-doping regulations and/or the out-of-competition tests carried out under the NADA code, failure to attend the sample-taking procedure without reasonable cause, or employing any other scheme designed to avoid the sample-taking procedure.
 - d) any violation of the requirements related to the Player's availability for out-of-competition tests, including his failure to specify his whereabouts and any missed

tests that had been announced and that are deemed reasonable. Any combination of three missed tests and/or violations of the whereabouts requirements within a 12-month timeframe shall be construed as a violation of the anti-doping rules.

e) manipulating or tampering with, or attempting to manipulate or tamper, the anti-doping procedure or parts thereof;

f) the possession of prohibited substances and methods.

g) trafficking with doping substances or attempting to do so.

h) administering prohibited substances to, or using prohibited methods on, a player or attempting to do so in an ongoing competition or, in out-of-competition periods, administering prohibited substances to or using methods on a player that are prohibited in out-of-competition periods

i) the support, incitement, aiding and abetting, cover-up, and any other kind of complicity with reference to a violation or attempt to violate the anti-doping provisions or a violation of Article 8 (f) No.1 of the DFB's "Rechts- und Vefahrensordnung" (Legal and Procedural Regulations).

j) liaising with a coach, administrator, or support staff member, either professionally or in sports, who has been banned or suspended and about whose status the player has been duly informed in writing by the DFB, NADA, or WADA.

The Player acknowledges as binding on him the national and international anti-doping provisions - in particular the anti-doping regulations and pertinent appendices issued by the DFB, the UEFA doping regulations, the FIFA regulations for doping controls within and outside of FIFA competitions, as well as the WADA and NADA codes, respectively - in their current versions. In addition, the Player shall expressly commit to the implementing regulations issued by NADA applying to competition and out-of-competition tests.

Article 5

Prior to the season, clubs hand out the list of prohibited substances and methods in football (Annex A of the DFB's anti-doping regulations) as well as any updates of said list to the players playing in the licensed (professional) leagues and the lower leagues governed by the DFB; however this does not relieve players of their own obligation to educate themselves about the anti-doping provisions issued by the DFB, UEFA, FIFA, WADA, and NADA that may be downloaded by visiting the following websites:

DFB: www.dfb.de

FIFA: www.fifa.com

UEFA: www.uefa.com

NADA: www.nada-bonn.de

WADA: www.wada-ama.org

Article 6

The Player acknowledges and recognizes that any failure to comply with the provisions referred to above will not only constitute a violation of this contract, but will also lead to proceedings initiated against him in accordance with Article 5 of the DFB "Spielordnung" (Match and Competition Regulations), Articles 6, and Article 8 no. 3, and no. 8 a)-g) of the DFB "Rechts- und Verfahrensordnung" (Legal and Procedural Regulations).

In the event that the Player violates any of the provisions referred to above and such violation leads to him being suspended, the Parties agree that such suspension constitutes reasonable cause allowing the Club to terminate the Player's contractual employment with immediate effect.

Article 7

1) Remuneration

In exchange of the services rendered by the Player, the Club shall pay the following remuneration (guaranteed minimum payment of EUR 250 per month):

a) Monthly basic salary: EUR

b) Variable pay / bonuses payable for appearances in official matches (championship and cup);
this may be further specified in an annex to this contract.

- starting line-up EUR.....

- coming on as substitute EUR

- listed on team sheet (but no minutes) EUR

- points bonus (official matches) EUR (per point)

- appearance bonus EUR..... (per appearance)

(incl. reserves team)

c) Non-monetary perquisites

(these may be further specified in an annex to this contract)

The Player's earnings from sources a)-c) above shall be subject to taxation if they exceed his expenditures in a way that is deemed greater than negligible.

2) Tax-free re-imbusement of expenses

The Player shall also receive the following tax-free services (e.g. re-imbusement of costs incurred on behalf of the Club, mileage allowance, training equipment, additional meal allowances):

Article 8

The Club is responsible for complying with the pertinent statutory provisions as regards any legal requirements, duties or levies imposed by local, regional or federal authorities, the payment of taxes, social security charges, and dues payable to the Employers' Liability Insurance Association.

In accordance with Article 8 no.2 of the DFB "Spielordnung" (Match and Competition Regulations), the Club/Player shall provide the responsible DFB (sub-)regional FA with written confirmation of due payment of all taxes and social security charges or confirm in writing that no taxes and/or social security charges are due, whatever the case may be; such confirmation shall be submitted together with the player registration form, the final deadline being three months after the effective date of this contract.

In accordance with Article 8 no.2 of the DFB "Spielordnung" (Match and Competition Regulations), such confirmation shall be furnished on a regular basis. In the event that the Club furnishes said confirmation, the Player, through his signature, declares his consent to his personal data and documentation being forwarded to the registration dept. of the (sub-)regional FA concerned. The legal consequences of non-compliance with this obligation are governed under Article 25 of the DFB "Spielordnung" (Match and Competition Regulations).

Article 9

Days off with no training shall be determined by the Club taking the league schedule into account.

Article 10

The Player shall be entitled to 24 working days of annual leave. Working days shall be defined as all calendar days except for Sundays and legal holidays.

Leave shall be taken in the period in which no competitive matches are taking place and shall be used for resting and recovery. Competitive matches shall be defined as national

championship matches, DFB Cup matches as well as (European) club competition matches approved by FIFA and/or UEFA. Absence for leave shall always require the Club's prior express approval.

Unless otherwise bindingly provided for in Article 11 para 1 of the Federal Holiday Leave Act (BUrIG), the following shall apply to calculation of remuneration during leave:

Remuneration during leave shall be calculated according to the average salary received by the Player in the last 13 weeks before commencement of leave. In addition to the basic salary, bonuses paid in that period (if applicable) shall be taken into account, provided these are salary components. Should the Player be granted more than 24 leave days, as of the 25th day leave remuneration shall be calculated solely on the basis of the basic salary.

The Player shall not be entitled to any vacation allowance.

Article 11

1) This contract shall be effective from to 30 June 20xx
(end of theseason).

2) This contract shall expire on the effective date of a settlement agreement reached by both parties or on the effective date of an extraordinary termination for good cause.

3) In the event this contract is terminated, the provisions of the DFB "Spielordnung" (Match and Competition Regulations) and - if applicable -the legal principles of the Third League apply.

4) In the event this contract is terminated, the Player's official license to play becomes null and void (see Article 22 no.6 of the DFB "Spielordnung" (Match and Competition Regulations).

Article 12

The Parties shall be required to notify the DFB (sub-)regional FA concerned of any contract changes, amendments, or extensions by submitting a copy of the document concerned.

Article 13

1) The Parties agree to the DFB's (sub-)regional FA concerned publishing particulars of this contract - i.e. dates of commencement, extension, or dissolution of this contract, whatever the case may be - on the Internet (where these data will be accessible world-wide to an unlimited number of people).

2) The particulars referred to under 1) above may be published in the Official Bulletin of the DFB (sub-)regional FA concerned.

3) In addition, the DFB's (sub-)regional FA shall also be free to use and process other contractual information in a players' database, as well as to disclose such information to third parties. However, such disclosure shall not include any data related to the Player's earnings or non-monetary perquisites, unless such data are required for processing international transfer requests via the FIFA Transfer Matching System.

4) Data required for training, match operations, transfers, and doping-control purposes will be gathered, processed, and used by the DFB and its (sub-)regional FAs only in the scope and to the extent necessary, and will be used for the specifically intended purpose only.

5) Any publication of data related to the personal health of the Player shall be subject to the Player's prior written approval.

Article 14

The provision outlined below has particular relevance for contracts concluded between parties in the Third League / Regional League; it may be deleted if the Parties so wish.

In the event that the Player fails to honour his obligations referred to under Article 1 nos. 36 and Articles 4-6, the Club - notwithstanding its right to terminate for just cause - shall be entitled to take disciplinary action against the Player, within the limits of existing legislation.

Penalties may range from a warning/censure to barring the Player from participating in club events, to imposing a fine of up to EUR (the maximum amount being the equivalent of a monthly basic salary). More than one of the above penalties may be imposed simultaneously. Further claims for compensation raised by the Club shall remain unaffected.

Article 15

All claims arising from this contract shall be made in text form by either Party within six months of the due date, which period shall be shortened to three months in the event of a contract termination; failure to honour these deadlines will result in the claims being considered null and void.

In the event either party rejects a claim made in due time or fails to respond to a claim within a month after the claim was made, such claim shall be considered null and void, unless legal action to assert it is taken within a further three months after the date of rejection or expiry of the one-month time frame referred to above.

This provision does not apply to claims raised under Article 2 of this contract; neither does it apply to any liability claims raised for damage done to life, limb, or health, as well as in cases of intentional breaches of duty.

Article 16

The Player commits to keeping the content of this contract and any details related to the Club's internal affairs strictly confidential. This obligation will be upheld even after expiration of this contract.

Any change, amendment, or dissolution of this contract shall be effected in writing. This rule also applies in the event that the Parties agree to waive the requirement of the written form. Verbal agreements shall not be deemed valid.

The ineffectiveness of any provision of this contract shall not affect the effectiveness of the other provisions.

German law applies.

In the event that a player agent and/or lawyer has been involved in drafting this contract, please state his (their) full name(s) below; (delete if not applicable):

(Name) (player agent)

(Name) (lawyer)

(Place)

(Date)

(Player signature)

(Club representative signature;
club/joint stock company seal)

(For under-age players: signature of parent or guardian)