



EMPLOYMENT CONTRACT FOR A NON-AMATEUR PLAYER OF A CLUB OF THE SWISS FOOTBALL ASSOCIATION

(English translation of the official texts; not to be signed by the contracting parties).

between

1.

(hereinafter «**the club**»)

an association/joint stock company¹ with registered office in _____ (¹Cross out whatever is not applicable)

Commercial Register Number

Member of the Swiss Football Association

represented by _____ hereinafter «**the employer**»

and

2.

Mr

nationality

born on

at

domiciled at

hereinafter «**the player**»

advised by _____ (name and address of the intermediary, attorney, Swiss Association of Football Players (SAFP) representative, etc.)

For the underage player:

legally represented by

(name and address of the legal representative)

this employment contract is concluded:



Contents

I. Object of the subject matter of the contract	4
ARTICLE 1	4
II. Duration and end of the contract	5
ARTICLE 2 Duration of the contract.....	5
ARTICLE 3 Termination of the contract with just cause	5
ARTICLE 4 Instant termination of the contract without just cause.....	6
III. Obligations of the player	6
ARTICLE 5 Accessory gainful activity.....	6
ARTICLE 6 Training and matches	6
ARTICLE 7 Maintenance and improvement of physical capabilities	7
ARTICLE 8 General conduct / status as role model / intermediary	7
ARTICLE 9 Participation of the player in the club's advertising and commercial activities / right to image / new media	7
ARTICLE 10 Personal collaboration of the player with the media	8
ARTICLE 11 Advertising and commercial activities of the player.....	8
ARTICLE 12 Sports ethics	8
ARTICLE 13 Medical care.....	9
ARTICLE 14 Obligations of the player in the event of sickness or accident.....	9
ARTICLE 15 Medical secrecy	10
ARTICLE 16 Military or civil service, civil defence	10
ARTICLE 17 Sports gear and other clothing.....	10
ARTICLE 18 Actual domicile and address for notification purposes	11
IV. Obligations of the employer.....	11
A. Remuneration paid to the player.....	11
ARTICLE 19 Salary and fringe benefits	11
ARTICLE 20 Refunding of expenses	11
ARTICLE 21 Other allowances	12
B. Remuneration in the event of impediment of work and social insurance	12
ARTICLE 22 Sickness.....	12
ARTICLE 23 Accident	13
ARTICLE 24 Other impediments not involving any fault.....	13
ARTICLE 25 Professional pension funds.....	13
C. Vacation.....	13
ARTICLE 26	13



D. Other benefits	14
ARTICLE 27 Medical infrastructure / education	14
ARTICLE 28 Sports gear and clothing provided	14
V. Assignment or pledging of the salary	14
ARTICLE 29	14
VI. Definitive or temporary change of club	14
ARTICLE 30 Rules applicable in the event of a definitive change of club	14
ARTICLE 31 Rules applicable in the event of a temporary assignment of a player to another club	15
VII. Formalities and special agreements	15
ARTICLE 32 Reference language	15
ARTICLE 33 Requirements of sports regulations and legal authorisations	15
ARTICLE 34 Amendments of the contract	15
ARTICLE 35 Confidentiality	16
ARTICLE 36 Special agreements between the parties	16
VIII. Filing of the contract	17
ARTICLE 37	17
IX. Disciplinary sanctions	17
ARTICLE 38 Recognition of disciplinary power	17
ARTICLE 39 Contractual penalties and other sanctions	17
X. Disputes	18
ARTICLE 40 Arbitration / location of arbitration court	18
XI. Governing law	18
ARTICLE 41 Compliance with association rules	18
ARTICLE 42 Legal rules	19

ENCLOSURES

- Enclosure 1**
- Enclosure 2**
- Enclosure 3**
- Enclosure 4**
- Enclosure 5** (if applicable)
- Enclosure 6**
- Enclosure 7**
- Enclosure 8**
- Enclosure 9**
- Enclosure 10a, 10b, 10c, 10d**



PREAMBLE

The employer is a member of the Swiss Football Association (SFA) and is thus entitled to take part with its teams in the championship and cup competitions organised under the patronage of the SFA.

In order to take part in these competitions, the player requires a qualification by the competent authority of the SFA (non-amateurs of the First League and the Amateur League) or the Swiss Football League (non-amateurs of clubs of the SFL) respectively. According to its statutes, the SFA's object is to propagate, among other things, the sport of football in Switzerland. In order to achieve this object, it and its divisions SFL, First League and Amateur League are both obliged and authorised to regulate objectively and, if necessary, restrict or ban the participation of clubs or players (especially on disciplinary or qualification-related grounds) in competitions.

The parties are aware of their dependence on the SFA and the competent divisions as the organiser of football in Switzerland and the associated sporting competitions.

I. Object of the subject matter of the contract

ARTICLE 1

1. This present contract governs working relations between the player and the employer.
2. Subject to the reservation of the following paragraph of this article and of the further reservations of supplement and amendment in the contractual text, the wording of this contract may neither be amended nor supplemented.
3. If the Employer's first team participates in the championships of the Promotion League, 1st League or the 2nd League interregional, the following provisions are of an optional nature and can be amended or deleted: Art. 5 (Accessory gainful activity), Art. 7 (Maintenance and improvement of physical capabilities), Art. 17 (Sports gear and outdoor clothing), Art. 27 (Medical infrastructure / education) and Art. 28 (Sports gear and clothing provided).
4. In the case of the promotion of the Employer's first team into the Challenge League, the aforementioned provisions shall once again be of an imperative nature and any possible amendments or deletions shall be due by 01 July of the year concerned.

II. Duration and end of the contract

ARTICLE 2 Duration of the contract

This contract is concluded for a definite duration, i.e. for the period

from to²

ARTICLE 3 Termination of the contract with just cause

1. In compliance with the principle that no one may benefit from his own wrongful conduct, either of the parties may terminate the contract without notice at any time for just cause (Art. 337 para. 1 CO).
2. In particular, the following shall be considered as just causes:
 - the legally valid non-issuance or withdrawal of the player's qualification;
 - the fact that the player no longer satisfies the legal requirements for the gainful employment or the stay of foreigners in Switzerland;
 - the gross or repeated violation of this present employment contract or of the statutes and regulations of the SFA or the competent divisions of the SFA regarding which the player has expressly declared his acceptance;
 - the relegation into a division in which no non-amateur players can be deployed;
3.
3. The party terminating the contract for a just cause must substantiate the termination if the other side demands this after the termination
4. If the other side does not dispute the existence of a just cause in writing and with a brief statement of reasons with a period of 10 days after receipt of the notice of termination, it shall be assumed that it accepts the notice of termination.

² It should be noted that, for non amateur underage players, the definite duration of the contract shall not exceed three years (cf. Art. 18 para. 2 of FIFA Regulations on the Status and Transfers of Players).

³ The parties may add additional just causes, such as a) the relegation of the club, b) the legally valid non issuance of a licence to the employer or the legally valid withdrawal of the licence to the employer c) the legally valid suspension of the player, due to his own wrongful conduct, for a duration of three months or more, pronounced for official games under the patronage of the SFA by the competent sports authorities.



ARTICLE 4 Instant termination of the contract without just cause

1. If one of the parties terminates the contract instantly without just cause, the compensation consequences will be subject to the law (Art. 337c or Art. 337d CO) taking account of the provisions of SFA Regulations on the status of non-amateurs and Art. 17 of FIFA Regulations on the Status and Transfers of Players, and to their interpretation by the CAS (Court of Arbitration for Sport).
2. Any disciplinary measures will be subject to SFA Regulations on the status of non-amateurs.

III. Obligations of the player

ARTICLE 5 Accessory gainful activity

1. With the exception of professional apprenticeship, the player will not carry on any other gainful activity without the employer's prior written consent. Any subsequent change in the player's accessory gainful activity is also subject to the employer's written approval.
2. The employer may refuse his consent only if the accessory gainful activity envisaged does not allow the player to perform correctly the obligations deriving from the employment contract.

ARTICLE 6 Training and matches

For the entire duration of the employment contract, the player is at the disposal of the employer and undertakes to:

- take part in all collective or individual training, training camps, sessions or meetings and in all the club's matches;
- take part in the matches or training of all the club's teams which may deploy non-amateurs in accordance with the relevant provisions of the SFA and for which the player is entitled to play in accordance with the relevant provisions of the SFA and the responsible divisions of the SFA.
- take part in all the activities deemed necessary by the employer within the framework of the player's professional activity, in particular collective or individual theoretical courses, discussions, and the preparation of matches;
- participate in any trips in Switzerland or abroad, at the conditions as to schedules, expenses and transport determined by the employer, and to remain with the club during travel, unless otherwise expressly authorised by the trainer.



ARTICLE 7 Maintenance and improvement of physical capabilities

1. The player undertakes to use without reservation his talent and his strength in favour of the employer, to make every effort to maintain and, if possible, to raise the level of his physical, mental and psychic capabilities, to avoid in general anything that could or may appear to be detrimental to the efficiency of his professional performance and the employer's image.
2. In particular, the player will abstain from:
 - any behaviour which adversely affects his physical and mental performance in a relevant way, whether in the short, medium or long term;
 - the practice of any other sport or activity, even during vacations, that may involve a physical risk (in particular on-piste skiing, snowboard, bobsleigh, hang-gliding, parachute jumping, horse riding, canyoning);
 - the practice of any sport (including football) within an organised framework with other clubs or groups without the employer's prior written authorisation.

ARTICLE 8 General conduct / status as role model / intermediary

1. The player is bound to behave, in his professional and private life, in such a way as not to damage his personal reputation, nor that of the club or football in general.
2. The player is aware of his status as a role model and will behave accordingly. He accepts that, as a person in the public eye, he must live up to high standards of social and moral behaviour, both on and off the football pitch. In particular, he undertakes never to engage in any of the behaviour listed in enclosure 8.
3. In the event of use of intermediary services, the club and the player undertake to comply with the SFA regulations on working with intermediaries, and to submit the documents provided for in these regulations (see in particular Appendix 10a to 10d).

ARTICLE 9 Participation of the player in the club's advertising and commercial activities / right to image / new media

1. The player undertakes to take part in any appropriate advertising and commercial activity that may be requested of him by the employer, in any form whatsoever, without receiving any indemnity in addition to the agreed salary. The player has no claim to any share of any revenue that may derive therefrom for the employer.
2. The player accepts the use and dissemination, by the employer, of images of any kind representing him alone or with the team, and having been made by the employer within the framework of the player's professional activity, in any form – which includes, in particular, new media (such as the internet, mobile electronic devices or computer games) – and that he will receive no remuneration for this over and above his agreed salary.
3. As long as the club gives its written consent, the player is entitled to use his image independently without an obligation to remunerate the club.



ARTICLE 10 Personal collaboration of the player with the media

1. Unless he has received the prior written consent of the employer or of persons contractually associated with the same, the player undertakes not to collaborate regularly with any media (television, radio, press, computer media, etc.).
2. Moreover, the player undertakes not to make any statements that may damage the reputation of his fellow team members, his trainer, his employer or sport in general.

ARTICLE 11 Advertising and commercial activities of the player

1. The player's personal advertising activity is allowed only with the employer's prior written authorisation.
2. The player is forbidden from exhibiting on his sports gear any advertising other than that specified by the employer.
3. Without prior written authorisation by the employer, the player is not entitled to take part in an «autograph session», nor to conclude a contract with a supplier of sports gear.
4. In principle, any contract in force between a supplier of sports gear or any other commercial advertising partner on the one hand, and the player on the other hand, shall be terminated by the latter as soon as possible. However, the employer may authorise the player to maintain in force a contract binding him to a supplier of sports gear or other commercial partner. Such authorisation shall be in writing.

ARTICLE 12 Sports ethics

1. The player undertakes not to have anyone promise him anything nor to accept anything from third parties, with the aim of falsifying the results of a match (see enclosure 8).
2. The player will comply with any anti-doping regulations required by law and the relevant associations (see enclosure 9).
3. The player undertakes to show consideration for third parties (fellow team members, opponents, referees, spectators, etc.), to respect their person and their health, and never intentionally to injure or risk injuring them, in particular during a match or a training session. He will abstain, in particular on the field, from provoking or insulting the referee, opponents or the spectators with improper words or gestures.



ARTICLE 13 Medical care

1. It is incumbent on the player to take out insurance for himself covering medical and pharmaceutical care in the event of sickness with an insurance company or a health insurance fund, in compliance with the Federal Law on health insurance (LAMal). He bears his own membership expenses. The player will provide the employer with a membership certificate.
2. The player undertakes to communicate, as soon as possible, any medical problems to the employer's official doctor. He undertakes to communicate to the employer's doctor the name and area of specialisation of any doctors and other health professionals that he may consult outside the club.
3. Before the start of each season, the player will be convened by the employer's official doctor for a complete medical examination. The doctor will give the employer a medical certificate indicating only the player's fitness to carry on his work, with the exclusion of any medical data. The expenses for this examination are charged to the employer.
4. The player undertakes to follow any medical prescriptions given by health professionals authorised by the employer and aiming at restoring or maintaining perfect fitness for work, such as massages, medical and sports examinations, vaccinations, therapies and prevention measures. If the player has any doubts about the club doctor's diagnosis, he has the right to obtain a second opinion from a specialist at his own expense.

ARTICLE 14 Obligations of the player in the event of sickness or accident

1. If the player is prevented from working due to sickness or accident, related to his work or otherwise, he is bound to notify the employer's secretariat, the trainer, or the employer's official doctor as soon as possible.
2. The player is obliged – insofar as his state of health makes it necessary and in consultation with the club doctor – to obtain adequate medical treatment as quickly as possible. He is required to follow the recommendations of the club doctor and to inform him if he consults another doctor for compelling personal or practical reasons.
3. Moreover, he must send to the employer's secretariat (address:

), at the latest within two days following the accidental event or the onset of an illness, a medical certificate issued by the employer's official doctor or, exceptionally, by another doctor.



ARTICLE 15 Medical secrecy

The player frees doctors and any other health-care professionals consulted from their duty of professional secrecy vis-à-vis the employer's official doctor, for any medical information related to his fitness to carry on his own work. Each club is obliged to ensure that its team doctor keeps a confidential file concerning all player injuries.

ARTICLE 16 Military or civil service, civil defence

1. The dates of any military, civil defence or civil service obligations must be communicated to the employer's secretariat as soon as possible after their public announcement, but at the latest within three days of receipt of the official communication from the competent authorities.
2. The player will do everything possible to perform his obligations during the most favourable periods for the employer.

ARTICLE 17 Sports gear and other clothing

1. The employer provides sports gear free of charge to the player. He may also provide him with outdoor clothing. Sports gear and outdoor clothing are the property of the employer and must be returned to it by the player at the end of his working relationship. The player undertakes to use them with care.
2. The player undertakes to use the gear provided by the employer (shirt, shorts, socks, boots, tracksuit, bag, etc.) during all the employer's sports activities.
3. The employer chooses the brand of the gear, which is mandatory for the player. If the player does not comply with this undertaking, and the employer for this reason has to pay a contractual penalty to the brand that supplies the equipment to him, the employer may demand the refunding of the contractual penalty by the player.
4. The employer may exhibit commercial advertising on the player's equipment without the latter having any claim to any remuneration.
5. The player undertakes to wear any other clothing provided by the employer, during all non sports activities in which he takes part as a member or representative of the club. This applies, in particular, to media appearances (TV, media conferences, sponsor events, etc.).
6. Without the club's prior written consent, the player is not entitled to financial gain from wearing the sports gear or other clothing of third parties.

ARTICLE 18 Actual domicile and address for notification purposes

1. The player is bound to establish his actual residence within a maximum range of

km⁴

from the sports installations of the employer, unless otherwise authorised in writing by the latter. If the player encounters any difficulties in finding adequate accommodation within this range, the employer will support him actively until the player's efforts are brought to a successful conclusion.

2. The employer's mail can be validly addressed to the player at the address mentioned in enclosure 2 hereof. The player is bound to communicate immediately to the employer any further change of this address. Failing written communication of a subsequent change of the player's domicile, the employer may validly address mail to him at the last notification address expressly communicated.

IV. Obligations of the employer

A. Remuneration paid to the player

ARTICLE 19 Salary and fringe benefits

1. The employer pays the player a basic monthly salary, the amount of which is indicated in enclosure 3 hereof. The employer may also pay any fringe benefits (cf. enclosure 3).
2. The basic salary and any fringe benefits as well as the time and the system of payment are fixed in enclosure 3 hereof, signed by the parties, and indicating the gross amounts.

ARTICLE 20 Refunding of expenses

1. The employer refunds the player any expenses incurred in carrying on his profession, exclusively within the limits agreed in enclosure 3 hereof.
2. Travel expenses for away matches are charged to the employer, from the official starting point. The same applies to meals ordered by the employer during trips.
3. All training camp costs are borne by the employer, unless any ad hoc agreement to the contrary is made.

⁴ To be filled in by the employer.

ARTICLE 21 Other allowances

1. As a worker, the player is entitled to the allowances contemplated by the legislation of the canton in which the employer has its registered offices. It is incumbent on the employer to take all the steps that may be necessary in the name of the player.
2. Family allowances are paid to the player at the end of each month, either by the employer or directly by the competent family allowance fund, in accordance with the applicable cantonal legislation. The same applies to any birth allowances.

B. Remuneration in the event of impediment of work and social insurance

ARTICLE 22 Sickness

In the event of sickness, the player's remuneration shall be calculated on the basis of the legal regulations (a), or on the basis of the contractual regulations (b) and (c), depending on whether the player or employer has concluded a collective insurance contract or not (*indicate the relevant option*):

- a) Legal regulations
If the worker is impeded from working without any fault on his part, Art. 324a CO is applicable. During the first year of service, the employer is bound to pay to the player the salary for three weeks (Art. 324a para. 2 CO). Afterwards, the employer pays to the player the salary according to the Bernese scale (Art. 324a para. 2 in fine CO).
- b) Collective loss of earnings insurance for professional sportspeople (Sympany Versicherungen AG)
If the player has taken out a loss of earnings insurance policy for professional sportspeople covering at least 80% of his salary for 730 days out of 900, and if the employer pays at least half the premiums for this insurance, the employer is freed from its obligation to continue paying the salary under the previous paragraph (a) (Art. 324a para. 4 CO). If the employee has taken out this kind of insurance, its general terms and conditions are an integral part of the present contract and are attached to it (enclosure 5). The player is subject to any reservations formulated by the insurance company.
- c) Other contractual regulations
If the employer has taken out a collective insurance policy covering at least 80% of the salary for 720 days out of 900, and if it pays at least half of the premiums for this insurance, it is freed from its obligation to continue paying the salary under the previous paragraph (a) (Art. 324a para. 4 CO). If the employer has taken out this kind of insurance, its general terms and conditions are an integral part of the present contract and are attached to it (enclosure 5). The player is bound by any reservations formulated by the insurance company.

⁵ The right to receive the salary contemplated in Art. 22, 23 and 24 forms the object of one single «credit» that is exhausted by a period of sickness of three weeks during the first year, for example.

ARTICLE 23 Accident

a) Legal regulations

In the event of an accident, the player is insured under the Federal Law on accident insurance (LAA). Art. 324b CO, completed by the Bernese scale, determines the employer's obligations for any accidents that are not the fault of the player.

b) Complement of the legal regulations

If, to complete the legal system, the employer has taken out a complementary collective insurance policy for the part of the salary not covered by LAA, it is freed from its obligation to pay the salary to the extent that the benefits of this insurance are equivalent to those resulting from Art. 324b CO. If the employer has taken out a complementary insurance policy of this kind, its general terms and conditions are an integral part of the present contract and are attached to it (enclosure 5). The player is bound by any reservations formulated by the insurance company.

ARTICLE 24 Other impediments not involving any fault

1. If the player is impeded from working due to the performance of any legal obligation (compulsory military service in the Swiss army, service in civil defence, or a civil service activity), the employer ensures the payment of the fixed salary contemplated in the employment contract according to the Bernese scale, provided that the employer has received the compensation forms from the player.
2. In any case, the employer's obligations concerning salary extend to the basic monthly salary and to any fringe benefits, excluding any match bonuses, unless the player plays a part or all of the match.

ARTICLE 25 Professional pension funds

1. In compliance with the Federal Law on professional old-age, survivors and invalid pension funds (LPP), the player is subject to compulsory insurance against the risks of old age, death and invalidity. For this purpose, the employer is a member of the LPP Foundation of

, duly enrolled with the professional pension fund register.

2. The player is entitled to be covered against the risks in accordance with legal regulations.

C. Vacation

ARTICLE 26

In compliance with Art. 329a para. 1 CO, the player is entitled to 4 weeks of paid vacations per year, or to 5 weeks until the age of 20 years. The dates of vacations are fixed by the employer, during the slack period. The latter must take into account the interests of the player with fairness.

⁵ The right to receive the salary contemplated in Art. 22, 23 and 24 forms the object of one single «credit» that is exhausted by a period of sickness of three weeks during the first year, for example.

D. Other benefits

ARTICLE 27 Medical infrastructure / education

1. The employer makes available to the player the services of a medical team consisting of at least a qualified physiotherapist, a masseur and the employer's official doctor. The services of this team, as well as those of any specialist consulted on the orders of the official doctor, are free of charge for the player, as long as they constitute treatment to maintain, restore or promote the player's ability to work as a footballer.
2. As far as possible, the employer supports the player (if the latter is a minor) with his non football-related education.

ARTICLE 28 Sports gear and clothing provided

1. The employer provides the player with complete sports gear and, possibly, with outdoor clothing, which are the property of the employer.
2. The employer can retain a deposit amounting to one working week's salary for the sports gear and clothing with which the player is provided.⁶

V. Assignment or pledging of the salary

ARTICLE 29

Under Art. 325 CO the player cannot assign or pledge his future salary deriving from the employment contract. The guarantee of maintenance obligations arising under family law is reserved to the extent that the salary may be seized.

VI. Definitive or temporary change of club

ARTICLE 30 Rules applicable in the event of a definitive change of club

1. If the player definitively leaves his Swiss club to play in another Swiss club, the rules contemplated by the SFA and the responsible divisions shall be applicable. If the change occurs at the end of the season and if the player has signed an employment contract with another SFA club for the following season, the player may prepare the season with the new club provided the present club gives its written consent.
2. If the player definitively leaves his Swiss club to play in a foreign club, the rules contemplated by FIFA or UEFA are applicable.

⁶ Cf. Art. 323a CO.

ARTICLE 31 Rules applicable in the event of a temporary assignment of a player to another club

1. If the player is temporarily loaned to another club, the employment contract essentially continues to be applicable. However, by written agreement, the parties may agree to amend the contract terms, in particular, to suspend the contract in the event of an employment contract being established with the club to which the player is loaned, or to reduce the player's salary.
2. The employer and the new club agree on the contractual obligations⁷ that the player shall temporarily be bound to perform in favour of the new club.

VII. Formalities and special agreements

ARTICLE 32 Reference language

The employment contract concluded between the player and the club and duly signed by the contracting parties in one of the official languages of Switzerland, i.e. in French, German or Italian constitutes the authentic text of the agreement. Upon request and for information purposes only, the player receives this English translation of the standard contract. If the player is not fluent in any of the above-mentioned languages (French, German, Italian, English), the parties must employ a translator and each pay half of the resulting costs.

ARTICLE 33 Requirements of sports regulations and legal authorisations

1. On the date of the signature of the employment contract, the player undertakes to satisfy the mandatory conditions related to sports activity of FIFA, UEFA, SFA and the responsible division in order to be qualified for his new club.
2. If the player is not of Swiss nationality, the employer will take – after the signature of the employment contract, – all the steps necessary to obtain the required work and residence permits from the competent authorities. If the necessary authorisations are refused, this contract is automatically terminated with immediate effect.⁸

ARTICLE 34 Amendments of the contract

Any subsequent amendment of the employment contract and/or its enclosures signed by the parties shall mandatorily be in writing.

⁷ This applies in particular to the obligations arising from Art. 6 to 18 hereof.

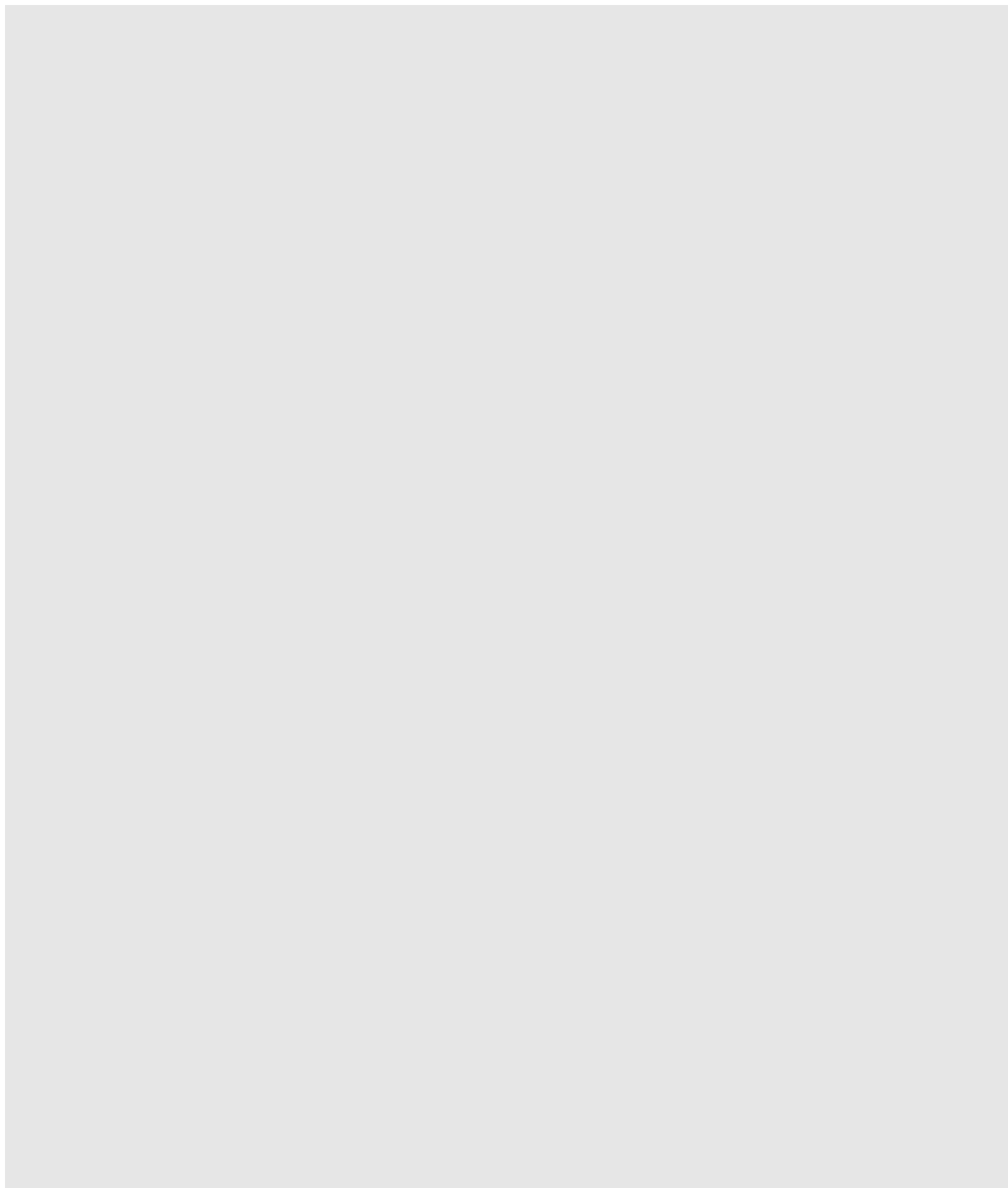
⁸ This provision refers to cases where the refusal of the work or residence permit prevents the player from beginning to play for his club. Conversely, those cases where the player initially obtained the authorisations, but these are later revoked, as he no longer satisfies the legal conditions, are contemplated in Art. 3.



ARTICLE 35 Confidentiality

The parties shall treat the content of the present contract as confidential and will maintain silence about it. This is subject to the duties of disclosure required by law, contract and/or association regulations.

ARTICLE 36 Special agreements between the parties



VIII. Filing of the contract

ARTICLE 37

1. The employment contract and its enclosures 1 to 8⁹ have been drawn up in three original copies duly signed by the two parties. Each party confirms that it has received an original copy of the contract and all the enclosures at the time of signature.
2. The employer shall file the third original copy of the employment contract, accompanied by all its enclosures, with the Players' Control Office of the SFA (clubs in the First League or the Amateur League) or with the Secretariat of the SFL (SFL clubs; the time of submission of the qualification application shall be decisive). These documents will be treated in a confidential manner. In the event of any discrepancies between the three original copies, the filed copy is deemed to be the authentic text.
3. Any further amendment of the contract or its enclosures must also be signed in three original copies. The third original will be filed by the employer with the SFL.
4. The parties expressly acknowledge that there are no agreements existing between them other than those recorded in the documents filed with the responsible agency in accordance with this provision.

IX. Disciplinary sanctions

ARTICLE 38 Recognition of disciplinary power

The player expressly recognises the disciplinary power of his employer. Both parties also recognise the disciplinary power of the SFA, the responsible divisions of the SFA, Swiss Olympic, UEFA and FIFA.

ARTICLE 39 Contractual penalties and other sanctions

1. In the event of a serious or repeated violation of the obligations arising from the present contract, or of a sanction ordered by an official sports body (SFA, divisions of the SFA, Swiss Olympic, UEFA, FIFA), the employer may inflict on the defaulting player the contractual penalties (under Art. 160 et seq. CO) mentioned in enclosure 6 of the employment contract.
2. Any fines inflicted on the employer by an official sports body (SFA, divisions of the SFA, Swiss Olympic, UEFA, FIFA) may be charged to the player if the latter is responsible for them because of his wrongful behaviour (gross negligence or intention). If necessary, the employer is authorised to deduct them from the player's gross salary.

⁹ Enclosure 5 only forms part of the contract if there is an insurance policy covering risks of sickness and accident pursuant to Art. 22 and 23.

3. If the player is prevented from playing in official matches because of a suspension measure inflicted by the SFA, a division of the SFA, Swiss Olympic, UEFA or FIFA due to a grossly wrongful violation of his charter-based or regulation-based obligations, the employer may reduce his salary or, in particularly serious cases, suspend payment of his salary for the duration of his being prevented from playing.

X. Disputes

ARTICLE 40 Arbitration / location of arbitration court

1. The parties agree that only a court of arbitration is competent to hear any dispute relating to the present contract (including enclosures), pursuant to the following regulations:
 - a. If there is a legal commission with a neutral chairperson and equal numbers of club and player representatives, which conforms to the statutes and regulations of the SFA or the responsible division of the SFA¹⁰ and is competent to rule on disputes relating to employment contracts between clubs and players, then this legal commission will rule as the first instance. Its ruling can be appealed at the CAS (Court of Arbitration for Sport) in Lausanne, which will make the final authoritative ruling, subject to mandatory appeals according to state law.
 - b. If there is no competent legal commission as defined in paragraph a) above, arbitration proceedings must first be held before the responsible division's arbitration commission¹¹. In this case the proceedings shall be instituted by a brief substantiated petition which shall be served on the other party for comment and for the commencement of a possible cross-action. The parties shall then be summoned to conciliation proceedings. If no amicable solution can be found in this connection, either party may submit the dispute to the CAS, which will make the final authoritative ruling, subject to mandatory appeals according to state law.
2. Any possible legal commission pursuant to para. 1 subsection a. of this article shall be based at the offices of the division concerned, i.e. in Muri bei Bern. The CAS is based in Lausanne.

XI. Governing law

ARTICLE 41 Compliance with association rules

1. The contracting parties undertake to comply with the statutes, regulations and directives of the SFA, the responsible divisions of the SFA, Swiss Olympic, UEFA and FIFA as well as those of the club and to abide therewith. The main documents are indicated in enclosure 1.

¹⁰ Cf. Art. 6 of the SFA Regulations on the status of non-amateurs.

¹¹ Cf. Art. 6 of the SFA Regulations on the status of non-amateurs.



- The player confirms that, before the signature of the employment contract, he has had the opportunity to take cognisance of the above-mentioned documents, which are at his disposal in the secretariat/office of the club. On request, he receives copies thereof. By signing the contract, he expressly declares that he accepts all these documents as an integral part of the employment contract in their updated versions.

ARTICLE 42 Legal rules

The employment contract and its enclosures are governed by Swiss law and, in particular, by Art. 319 et seq. CO (employment contract).

Place and date

Signature of the player and,

if necessary, of his adviser
(intermediary, attorney, etc.)

Signature of the legal representative
(for an underage player)

Place and date

Signature of the employer

Second signature
(if necessary)

Enclosures:

- Enclosure 1:** List of the main statutes, regulations and directives of the SFA, the divisions of the SFA, UEFA, FIFA and the club
- Enclosure 2:** Domicile for notification of the player
- Enclosure 3:** Remuneration of the player
- Enclosure 4:** Bernese scale
- Enclosure 5:** General conditions governing the loss of earnings insurance policy for professional sportspeople (Sympany Versicherungen AG) taken out by the player, or of the collective insurance policy for loss of earnings in the event of accident or sickness taken out by the employer (if applicable)
- Enclosure 6:** Contractual penalties that the employer may inflict on the player
- Enclosure 7:** Code of conduct
- Enclosure 8:** Code of practice for safeguarding the integrity of Swiss football
- Enclosure 9:** Declaration on doping
- Enclosure 10:** Declarations according the Regulations on working with Intermediaries¹

¹⁰ The club and/or the player, which makes use of the services of an intermediary for the conclusion or extension of an employment contract, must ensure by using reasonable means that the intermediary concerned signs the unchanged intermediary declaration in accordance with Appendix 10a or 10b. Anyone who does not make use of the services of an intermediary for such a transaction must confirm this in writing on the appropriate declaration (Appendix 10c for clubs or 10d for players), see. Art. 5 of the SFV regulations on working with intermediaries.

Enclosure 1

REGULATIONS OF SFA, ETC.

SFA

- Statutes
- Regulations on the status of non-amateurs
- Competition rules
- Regulations on working with Intermediaries
- Regulations on the procedure for disputes
- Regulations of the Swiss Cup

SFL

- Statutes of the Swiss Football League
- Swiss Football League competition regulations
- Procedural regulations applicable to SFL jurisdictional authorities
- Regulations on the qualification of SFL players
- SFL Regulations governing the granting of licences
- SFL Regulations governing the disciplinary sanctions
- SFL directives concerning relations with representatives of the media
- Regulations governing the advertising of the player's sports gear

UEFA

- Statutes of UEFA
- UEFA disciplinary regulations
- UEFA Kit Regulations

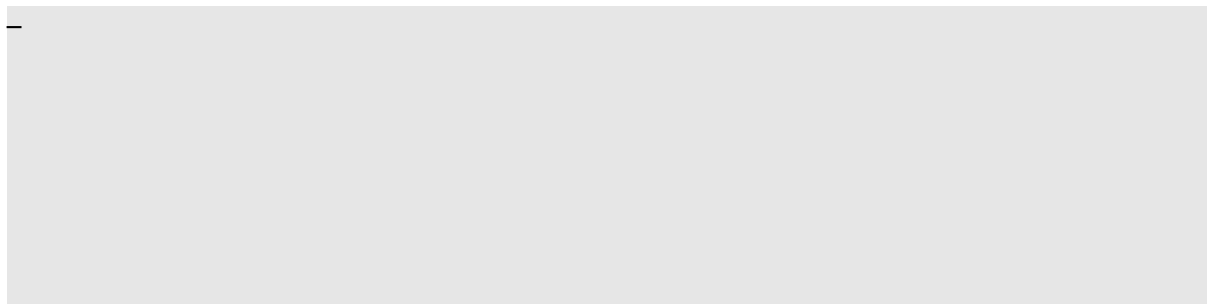
FIFA

- FIFA Statutes and Regulations Governing the Application of the Statutes
- Regulations on the status and transfer of players
- Regulations on working with Intermediaries
- Disciplinary Code

Swiss Olympic

- Charter on Doping

Club (employer)





[Redacted area]

Place and date

[Redacted area]

Signature of the player and

[Redacted area]

if necessary, of his adviser
(Intermediary, attorney etc.)

[Redacted area]

Signature of the legal representative
(for an underage player)



Enclosure 2

DOMICILE FOR NOTIFICATION OF THE PLAYER

The player declares that the employer's mail may be sent to him validly at the following address:

Any later change of domicile shall be communicated without delay to the club, in writing. Failing a written communication of a later change of domicile of the player, the employer may validly notify any mail to him at the last address communicated to the employer.

Place and date

Signature of the player and

if necessary, of his adviser
(Intermediary, attorney etc.)

Signature of the legal representative
(for an underage player)

Enclosure 3

REMUNERATION OF THE PLAYER

The player's remuneration consists of the following gross amounts:¹

1. Basic annual salary (twelve monthly payments):

2. Expenses:

3. Special bonuses:

4. Other items:

The employer pays the salary (figure 1) at the end of each month (Art. 323 para. 1 CO). Any bonuses (figure 3) are calculated at the end of each month. The employer pays any bonuses due with the salary of the following month and this payment is accompanied by a detailed statement.

The table of the bonuses contemplated under figure 3 is reviewed every year and is the object of a new agreement between the employer and the player. No bonus is paid for friendly matches, or for preparatory, training or similar matches.

Pay is subject to statutory social security deductions (old age and surviving dependants' insurance, disability insurance, loss of earnings insurance, unemployment and insolvency insurance, accident insurance, occupational benefit plan and others). The player will pay employee contributions.

Pay is also subject to income taxes (if necessary, deducted at source) which will be charged exclusively to the player on statutory grounds.

¹ The parties fill in those parts that apply to them.



If the parties expressly agree a net salary, all social security contributions and taxes at source will be paid in full by the club.

The above-mentioned sums will be paid punctually by the employer into the following account of the player:

[Redacted area for account details]

[Redacted area for signature and date of player]

Place and date

[Redacted area for signature and date of employer]

Place and date

[Redacted area for signature of player and adviser]

Signature of the player and,

[Redacted area for signature of employer]

Signature of the employer

[Redacted area for second signature of player/adviser]

if necessary, of his adviser
(Intermediary, attorney, etc.)

[Redacted area for second signature of employer]

Second signature
(if necessary)

[Redacted area for signature of legal representative]

Signature of the legal representative
(for an underage player)



Enclosure 4

BERNESE SCALE

If the player is prevented from working for no fault of his own (Art. 324a CO), he is entitled to receive his salary for a period determined in accordance with his years of service.

Number of years of service	Duration of right to receive salary
after 3 months	3 weeks
after one year	1 month
after 3 year	2 month
after 5 year	3 month
after 10 year	4 month
after 15 year	5 month
after 20 year	6 month

Enclosure 6

CONTRACTUAL PENALTIES THAT THE EMPLOYER MAY INFLICT ON THE PLAYER

In the event of serious or repeated violations of the obligations arising from the contract concluded between the employer and the player, or a sanction ordered by an official sports body (SFA, divisions of SFA, Swiss Olympic, UEFA, FIFA), the employer may inflict on the player at fault, depending on the seriousness of the violation, the following contractual penalties (Art. 160 et seq. CO):

1. In the event of violations related to conduct off the field (repeated and unjustified late arrivals for training, unjustified late return from vacations, repeated and unjustified absences, violation of the obligations arising from the employment contract, damage to the image of the club, etc.), a maximum penalty of

CHF¹

2. In the event of improper gestures, insults or physical aggression not involving a tort against a third party on the field (in particular against the referee, another official, an opponent or a spectator), a maximum penalty of

CHF

In the case of injuries voluntarily inflicted on a third party on the field, a maximum penalty of

CHF

In all cases, the penalty shall be in proportion to the seriousness of the player's conduct.

In the event of particular seriousness or recidivism, the amounts and percentages indicated above may be increased and, at the most, doubled. The employer may also suspend the player.

By inflicting a contractual penalty, the employer waives neither its right to terminate the contract with just cause nor its right to sue for damages.

¹ The amount may also be fixed as a percentage of the gross remuneration.



[Blank signature area]

Place and date

[Blank signature area]

Signature of the player and,

[Blank signature area]

if necessary, of his adviser
(Intermediary, attorney, etc.)

[Blank signature area]

Signature of the legal representative
(for an underage player)

[Blank signature area]

Place and date

[Blank signature area]

Signature of the employer

[Blank signature area]

Second signature
(if necessary)

Enclosure 7

CODE OF CONDUCT

Code of conduct for non-amateurs of SFA clubs

Players must be conscious of the fact that their role as top-level footballers in Switzerland makes them public figures and thus entails a special responsibility. In particular, they must be aware that they serve as role models in both their public and private lives. They must endeavour to set a positive example in everything they do. Players are the main ambassadors representing their club to the outside world. Their conduct has a significant influence on the image and reputation of their club and of the sport as a whole.

Players must respect the following principles (this list is not exhaustive):

Driving responsibly

Players must observe all traffic laws and rules of the road to the letter. They must at all times refrain from speeding and from driving while under the influence of alcohol or drugs.

Drinking responsibly

Players must be moderate and responsible in their consumption of alcohol, especially in public.

Taking and dealing drugs

Players must distance themselves from all forms of drug consumption and dealing (cannabis, cocaine, heroin, ecstasy etc.). They must be aware that some of these drugs (e.g. cannabis) are also on the list of banned substances.

No sexual harassment or assault

Players must respect everyone around them, especially people connected to their club (members, officials, fans etc.). They must condemn all forms of harassment and assault – verbal, non-verbal and physical.

(Children under the age of 16 are protected by law. Sexual activity with children under 16 is treated as a criminal offence if the age difference between those involved is more than three years.)

Respect for all

Players must show due respect for everyone. They must not be prejudiced against anyone due to their nationality, race, skin colour, age, sex, sexual orientation, social background or religious or political affiliation and must not cause them physical or psychological harm.

No betting in Swiss football

Players must refrain from any direct or indirect involvement in betting, lotteries, sweepstakes or other gambling-related activities in connection with Swiss football matches. They must not accept payments from third parties or accept promises of payments that are intended to influence the result of a match.



No doping

Players must be committed to performing without the aid of any banned substances or methods. They must be aware that using banned substances and methods harms not only themselves but also their club and the sport as a whole and that it can be punished with irrevocable sanctions.

Fair play

Despite their total commitment, players must play fair. They must be aware that cheating, covering up transgressions and in particular insults, violent conduct and causing bodily injury are not the behaviour of a responsible top-class sportsman.

Influencing and being influenced by spectators

Players must know that emotional aspects make up a large part of the sport's appeal. They must also be aware that their conduct contributes substantially to spectators' mood and behaviour. They must therefore strive to encourage positive emotions. They must refrain from provocation, aggression and violence and have the strength and presence of mind not to escalate the situation by retaliating to provocation from spectators.

Security

Players must conduct themselves such that they never cause security to be compromised inside or outside the stadium. In particular, they must not use any pyrotechnics or other items that may endanger others when celebrating victories.

When situations and events occur that are not expressly mentioned here, players must act in line with these principles.



[Blank signature area]

Place and date

[Blank signature area]

Signature of the player and,

[Blank signature area]

if necessary, of his adviser
(Intermediary, attorney, etc.)

[Blank signature area]

Signature of the legal representative
(for an underage player)

[Blank signature area]

Place and date

[Blank signature area]

Signature of the employer

[Blank signature area]

Second signature
(if necessary)

Enclosure 8

CODE OF PRACTICE FOR SAFEGUARDING THE INTEGRITY OF SWISS FOOTBALL

The player is familiar with and observes the following basic rules for safeguarding the integrity of Swiss football¹:

1. Wisdom: Know the rules
2. Safety: Never bet on football matches
3. Prudence: Never pass on confidential information
4. Integrity: Never fix a football match
5. Openness: Report any incitement to fix a football match immediately

1. Wisdom: Know the rules

Keep yourself regularly informed on the applicable rules for safeguarding the integrity of Swiss football and Swiss sport in general. If you breach these rules, summarised in this code of practice, you risk drastic disciplinary sanctions such as banning for many years or even for life. This might destroy your career. Under certain circumstances, you may even face criminal prosecution.

An important provision connected with the integrity of matches and competitions is contained in Article 13^{bis} of the disciplinary regulations issued by the Swiss Football Association (SFA). This provision forbids any behaviour that damages or has the potential to damage the integrity of matches and competitions organised by the SFA, the departments or regional associations (see www.football.ch; SFV; Official documents; Regulations on the procedure for disputes). Moreover, the provision obliges all persons involved in Swiss football to cooperate in full with the SFA, the departments and the regional associations in their endeavours to stamp out behaviour of this nature and to uncover it and impose sanctions should the need arise.

2. Safety: Never bet on football matches

Never bet on football matches, whether directly or indirectly (through relatives, friends, etc.), irrespective of whether you or your team are involved or not.

Never encourage third parties to bet on football matches in which you or your team are involved. Never support third parties with such bets.

Never give an assurance of the occurrence of a specific event on which bets might be placed.

3. Prudence: Never pass on confidential information

As a sportsperson, you have access to confidential information that is unavailable to the general public. This includes, for example, the knowledge that one of your team's key players is injured, or that the trainer is resting individual players. Insider knowledge of this type might be used by third parties to gain an unfair advantage when placing bets and to obtain a monetary gain. You should therefore never discuss with persons outside your club confidential information which might be used for sports betting.

¹ This code of conduct underpins the Global Programme to Stop Match-fixing in Sport, developed by SportAccord, the umbrella organisation for all international sports associations: www.integrity.sportaccord.com. This code of conduct is based on the EU Athletes Code of Conduct on Sports Betting for Players. It has been adapted to the conditions prevailing in Swiss football by the SFA and the SFL.



4. Integrity: Never fix a football match

Behave fairly and honestly and never fix a football match or a part of it. Unscrupulous fraudsters may try to establish a relationship with you based on favours or fear which they utilise for possible match fixing. This may begin with offers of gifts, money and support. Reject offers of this kind immediately.

Always deliver the best-possible performance. Do not try to adversely affect the natural course of a match or parts thereof for whatever reason. Fixing of matches or parts thereof infringes the rules and ethics of the sport.

Avoid addictive behaviour or debt since these may provide unscrupulous persons with the means to target you as a victim for match fixing. Ask for help before things spiral out of control.

5. Openness: Report any incitement to fix a football match immediately

If you learn of anything suspicious or if someone incites you to fix a match or a part thereof, inform the Swiss Football Association (integrity@football.ch or +41 31 950 81 11) immediately (with the assistance of someone you can trust if need be) and your club if need be. The same applies should someone offer you money or benefits in kind in return for confidential information. Report threats and any suspicion of corrupt behaviour.

Place and date

Place and date

Signature of the player and

Signature of the employer

if necessary, of his adviser
(Intermediary, attorney, etc.)

Second signature
(if necessary)

Signature of the legal representative
(in the case of under-age players)

Enclosure 9

DECLARATION ON DOPING

1. Preamble

In compliance with Swiss Olympic's Charter on Doping (Charter) and its terms and conditions of implementation, adopted by Antidoping Switzerland, any use (whether intentional or not) of the prohibited substances or methods included in the annually updated Antidoping Switzerland list, which is based on the World Anti-Doping Agency (WADA) list, is forbidden.

The employer complies with these regulations and makes every effort, without reservation, to avoid any consequences to its players, in particular such that are harmful to their health, that may occur following the use of prohibited substances or methods. Moreover, the employer and the player must be protected against the consequences in civil law or of a judicial nature associated with any use (whether intentional or not) of the prohibited substances or methods. For this purpose, the employer and the player have agreed to sign this declaration on doping.

2. Declaration of consent

The undersigned player hereby declares his willingness to submit himself to anti-doping checks and to provide urine or blood samples for this purpose at any time upon first request, regardless of whether this is done before, during or after any competition (championship and cup matches of the SFA or its divisions, Europa League or Champions League matches, training matches, etc.) or outside any competition.

Players included in a control pool are aware that they are subject to specific obligations concerning registration, therapeutic use exemptions and cancellation. These obligations are derived from the terms and conditions of implementation relating to the Charter; these terms and conditions can be viewed and obtained at any time at www.antidoping.ch.

3. Anti-doping check / analysis

Any violations of the personal rights and privacy of the player due to the anti-doping checks will be limited to whatever is strictly necessary. At the time when urine or blood samples are taken, only the authorised anti-doping check staff will be present. All anti-doping checks will be the subject of a written report to be signed by the anti-doping checker and the player.

Urine and blood samples will be made anonymous and sent to a WADA-approved laboratory to be tested for the presence of prohibited substances and for evidence of the use of prohibited methods. The internal classification of the anonymous samples will be guaranteed, and it will be acknowledged by the player when he signs the anti-doping check report.

Antidoping Switzerland will be informed of the test results by the laboratory.

If the result of the urine analysis (sample A) is positive, i.e., a prohibited substance or evidence of the use of a prohibited method has been found, Antidoping Switzerland will also have sample B tested, where applicable. If sample B confirms the positive result of sample A, or if the player foregoes the sample B test, the anti-doping check is considered to be positive.



4. Sanctions

Any positive result will be announced by Antidoping Switzerland to the player and to the Swiss FA's anti-doping officer. The Swiss FA can notify the chairman of the player's club and the club doctor.

If sanctions need to be imposed on the player, they must be based on the Charter and its terms and conditions of implementation. Sanctions imposed by Swiss Olympic's disciplinary chamber for doping cases can be contested by the player, by Antidoping Switzerland, by the national and international associations and by WADA at the Court of Arbitration for Sport in Lausanne.

The Swiss FA reserves the right to impose additional sanctions.

Any sanctions imposed on the player are to the exclusion of state jurisdiction.

5. Duty of discretion

The chairman of the player's club and the club doctor undertake not to communicate the results of the anti-doping checks to any third party. This duty of discretion applies in an unlimited manner even after the working relationship has ended.

No urine or blood samples or documents relating to their analysis may be used without the written agreement of the player concerned, for any purposes other than anti-doping work. The results will be kept on file by the club doctor in the medical records of the player concerned and are subject to the provisions applicable to the keeping of documents.

6. Violation of the contract

If, upon request, a player refuses to give a blood or urine sample for anti-doping check purposes, this will constitute a doping offence and will be subject to sanctions pursuant to point 4 (above) of this declaration.



[Blank signature area]

Place and date

[Blank signature area]

Signature of the player and,

[Blank signature area]

if necessary, of his adviser
(Intermediary, attorney, etc.)

[Blank signature area]

Signature of the legal representative
(for an underage player)

[Blank signature area]

Place and date

[Blank signature area]

Signature of the employer

[Blank signature area]

Second signature
(if necessary)

Appendix 10a

INTERMEDIARY DECLARATION FOR NATURAL PERSONS

(in accordance with the FIFA regulations on working with intermediaries, adapted to the conditions in Switzerland)

First name(s): _____
Surname(s): _____
Date of birth: _____
Nationality/nationalities: _____
Permanent residence address: _____
Telephone: _____
Fax: _____
Email: _____

I, _____,
(First name(s) of the intermediary)

HEREBY DECLARE THE FOLLOWING:

1. I undertake, in the course of my duties as an intermediary, to abide by and to comply with all mandatory provisions of applicable national and international laws, including in particular those relating to the Federal law on the recruitment and hiring of staff (Employment Services Act, AVG, SO 823.11) and related regulations. I am aware of the authorisation obligation in accordance with the AVG and I confirm that I have all necessary operating approvals. In addition I also agree to be bound by the statutes and regulations of the associations, confederations and of FIFA in connection with the carrying out of my activities as an intermediary (in particular of the Swiss Football Association and its divisions).
2. I hereby confirm that I am currently not holding office as an official within the context of point 11 of the "Definitions" section of the FIFA statutes¹ and will also not hold any such office in the foreseeable future.
3. I declare that I have an impeccable reputation, and confirm in particular that no criminal sentence has ever been imposed on me for a financial or violent crime.
4. I confirm that I have no contractual relationship with leagues, associations, confederations or FIFA that could lead to a possible conflict of interest. In case of doubt, any relevant contract shall be disclosed. I acknowledge that I may neither directly nor indirectly imply that I am in in such a contractual relationship, in connection with my activity as an intermediary with leagues, federations, confederations or FIFA.
5. In accordance with Art. 7 para. 4 of the FIFA regulations on working with intermediaries, I undertake not to accept payments, made by a club in the context of a transfer to another club (e.g. transfer compensation, training compensation or solidarity contributions).

¹ Official: all board members, commissioners, referees and assistant referees, trainers, supervisors as well as the technical, medical and administrative agents of FIFA, a confederation, an association, a league or a club and all other persons who are obliged to comply with the FIFA statutes (except players).



6. In accordance with Art. 7 para. 8 of the FIFA regulations on working with intermediaries, I undertake not to accept a payment from any party, if the relevant player is a minor within the context of point 11 of the "Definitions" section of the FIFA regulations on the Status and Transfer of players.
7. I undertake neither to participate directly nor indirectly nor otherwise be associated with betting, gambling, lotteries or similar events or transactions relating to football matches. I may neither participate actively nor passively in companies, businesses, organisations, etc., which promote, broker, organise or conduct such events or transactions.
8. For my services as an intermediary in matters of employment contract / transfer contract (delete as appropriate) _____ (name of Contracting Parties), I shall receive from _____ a total of CHF _____.

Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, I consent to the association obtaining additional comprehensive information about payments of any kind, which I have received from a club or a player for my services as an intermediary.

9. Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, I consent to the leagues, associations, confederations and FIFA itself obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and arrangements in connection with my work as an intermediary. I likewise consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or participating actively in the negotiations for which I am responsible.
10. In accordance with Art. 6 para. 3 of the FIFA regulations on working with intermediaries, I consent to the respective association keeping and processing all data for the purpose of their publication.
11. In accordance with Art. 9 para. 2 of the FIFA regulations on working with intermediaries, I consent to the respective association publishing details of any disciplinary sanctions imposed against me and informing FIFA accordingly.
12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the association concerned.
13. Remarks and observations, which may be of relevance:

I make this declaration in good faith. It corresponds to the truth, which is based on the information and documents, which are currently available to me. I hereby authorise the relevant association to carry out all checks which may be necessary for the verification of the data in this declaration. Furthermore, I undertake immediately to communicate to the relevant association any changes of the above information, which take place after submission of this declaration.

(Place and Date)

(Signature)



Appendix 10b:

INTERMEDIARY DECLARATION FOR LEGAL PERSONS

(in accordance with the FIFA regulations on working with intermediaries, adapted to the conditions in Switzerland)

Name of the company: _____
Address: _____
Telephone: _____
Fax: _____
Website/Email: _____

Hereinafter the '*company*'

Personal data of the individual who is duly authorised to represent the aforementioned company (legal person/entity)

(NB: Each individual acting on behalf of the company must fill out a separate Intermediary Declaration):

First name(s): _____
Surname(s): _____
Date of birth: _____
Nationality/nationalities: _____
Permanent residence address: _____
Telephone: _____
Fax: _____
Email: _____

I, _____,
(First name(s) and surname(s) of the person, who represents the legal person/entity)

duly authorised to represent the company

HEREBY DECLARE THE FOLLOWING:

1. I declare that the company that I represent and I, in the course of our duties as intermediary, will abide by all mandatory provisions of applicable national and international laws, including in particular those relating to the Federal law on the recruitment and hiring of staff (Employment Services Act, AVG, SO 823.11) and related regulations. The company and I personally are aware of the authorisation obligation in accordance with the AVG and confirm that we have all necessary operating approvals. In addition the company that I represent and I also agree to be bound by the statutes and regulations of the associations, confederations and of FIFA in connection with the carrying out of our activities as intermediary (in particular of the Swiss Football Association and its divisions).

2. I hereby confirm that I am currently not holding office as an official within the context of point 11 of the "Definitions" section of the FIFA statutes¹ and will also not hold any such office in the foreseeable future.
 3. I declare that I have an impeccable reputation, and confirm in particular that no criminal sentence has ever been imposed on me for a financial or violent crime.
 4. I confirm that the company that I represent and I have no contractual relationship with leagues, associations, confederations or FIFA that could lead to a possible conflict of interest. In case of doubt, any relevant contract shall be disclosed. I acknowledge that the relevant company may neither directly nor indirectly imply that I am in such a contractual relationship, in connection with my activity as an intermediary with leagues, federations, confederations or FIFA.
 5. In accordance with Art. 7 para. 4 of the FIFA regulations on working with intermediaries, the company that I represent and I undertake not to accept payments, made by a club in the context of a transfer to another club (e. g. transfer compensation, training compensation or solidarity contributions).
 6. In accordance with Art. 7 para. 8 of the FIFA regulations on working with intermediaries, the company that I represent and I undertake not to accept a payment from any party, if the relevant player is a minor within the context of point 11 of the "Definitions" section of the regulations on the Status and Transfer of players.
 7. The company that I represent and I undertake neither to participate directly nor indirectly nor otherwise be associated with betting, gambling, lotteries or similar events or transactions relating to football matches. The company that I represent and I may neither participate actively nor passively in companies, businesses, organisations, etc., which promote, broker, organise or conduct such events or transactions.
 8. For the intermediary services in matters of employment contract / transfer contract (delete as appropriate) _____ (name of Contracting Parties), the company that I represent shall receive from _____ a total of CHF _____.
- Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the associations obtaining additional comprehensive information about payments of any kind, which the company has received from a club or a player for its services as intermediary.
9. Pursuant to Art. 6 para. 1 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the leagues, associations, confederations and FIFA itself obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and arrangements in connection with the company's work as intermediary. I likewise consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or participating actively in the negotiations for which the company that I represent is responsible.
 10. In accordance with Art. 6 para. 3 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the respective association keeping and processing all data for the purpose of their publication.

¹ Official: all board members, commissioners, referees and assistant referees, trainers, supervisors as well as the technical, medical and administrative agents of FIFA, a confederation, an association, a league or a club and all other persons who are obliged to comply with the FIFA statutes (except players).



11. In accordance with Art. 9 para. 2 of the FIFA regulations on working with intermediaries, on behalf of the company that I represent, I consent to the respective association publishing details of any disciplinary sanctions imposed against the company that I represent and informing FIFA accordingly.
12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the association concerned.
13. Remarks and observations, which may be of relevance:

I make this declaration in good faith. It corresponds to the truth, which is based on the information and documents, which are currently available to me. I hereby authorise the relevant association to carry out all checks which may be necessary for the verification of the data in this declaration. Furthermore, I undertake immediately to communicate to the relevant association any changes of the above information, which take place after submission of this declaration.

(Place and Date)

(Signature)



Appendix 10c

DECLARATION "NO INTERMEDIARY SERVICES" PLAYERS

First name(s): _____
Surname(s): _____
Date of birth: _____
Nationality/nationalities: _____
Permanent residence address: _____
Telephone: _____
Fax: _____
Email: _____

I, _____,
(First name(s), surname(s) of the player)

HEREBY DECLARE THE FOLLOWING:

I confirm that I have not made use of any intermediary services, within the context of the SFV regulations on working with intermediaries, in connection with the conclusion / extension (*please delete as appropriate*) of my employment contract with _____ (*name of the club*).

I make this declaration in good faith. It corresponds to the truth. I hereby authorise the Swiss Football Association and the Swiss Football League to perform all inspections that may be required to verify the information contained in this declaration. Furthermore, I undertake to inform the Swiss Football Association or the Swiss Football League immediately of changes to the above information, which take place after submission of this declaration.

(Place and Date)

(Signature)

(Signature of the legal representative)



Appendix 10d

DECLARATION "NO INTERMEDIARY SERVICES" CLUB

Name of the club: _____
Address: _____
Telephone: _____
Fax: _____
Website/Email: _____

Hereinafter the "club"

WE HEREBY DECLARE THE FOLLOWING:

We confirm that our club, in conjunction with (please tick)

- the conclusion / extension (*please delete as appropriate*) of the employment contract with the player _____ (*player's name*)
- the conclusion of the transfer agreement for the player _____ (player's name) with _____ (name of the club)

has not made use of any intermediary services within the context of the SFV regulations on working with intermediaries.

We make this declaration in good faith. It corresponds to the truth. We hereby authorise the Swiss Football Association and the Swiss Football League to perform all inspections that may be required to verify the information contained in this declaration. Furthermore, we undertake to inform the Swiss Football Association or the Swiss Football League immediately of changes to the above information, which take place after submission of this declaration.

(Place and Date)

(Legally binding signature/s)