



DANSK BOLDSPIL-UNION
EN DEL AF NOGET STØRRE

Representation Agreement

(Club Representation)

between

Football Agent's full name

Football Agent Agency's full name

Business registration no./CVR no.

Business address

Postal code/City/Country

Football Agent's e-mail address

Football Agent's FIFA license number

(hereinafter referred to as the "Football Agent")

and

The Club's full name in accordance with the Articles

Business registration no./CVR no.

Address

Postal code/City/Country

Club's contact person and e-mail address

(hereinafter referred to as the "Club")

1 Introductory provisions

- 1.1 This Agreement governs the activities of the Football Agent as a representative of the Club. Activities as a football agent, such as representing and promoting the interests of a club in the negotiation and conclusion of a player contract, transfer agreement or rental agreement under this Club Representation Agreement, may only be carried out by the Football Agent and may not be carried out by the Football Agent's employees or coworkers.
- 1.2 The Football Agent is subject to the Danish Football Association's ("DBU") regulations governing football agents in force at any time, and this Agreement may not grant the Football Agent any further rights or impose any further obligations on the Club other than those arising from such regulations.

2 Registration

- 2.1 The Football Agent confirms that they are registered as a football agent with DBU and a FIFA-licensed football agent. The Football Agent undertakes to maintain such registration for the duration of the Agreement. The Agreement shall terminate without notice if the Football Agent is no longer registered as a football agent with DBU or no longer has a FIFA license - irrespective of the reason.

3 Duration

- 3.1 The Agreement shall enter into force on [] and shall remain in force until [], after which it shall terminate without notice. Any renewal of this Agreement must be in the form of a new representation agreement concluded in writing and registered on the DBU national football agent platform (www.dbu.dk/agent).
- 3.2 During the agreement term referred to in Section 3.1, the Agreement is:
- Terminable, and may be terminated by either party giving a maximum of [] months' written notice to the end of a month.
- Non-terminable.

4 Service fee

- 4.1 This Agreement shall comply with the requirements for a service fee cap set out in the FFAR, Article 15. If a player's annual remuneration¹ is less than or equal to USD 200,000 (2023), the annual service fee cap shall be a maximum of 5%. If a player's annual remuneration is above USD 200,000 (2023), the annual excess above that amount shall be subject to a service fee cap of 3%.
- 4.2 The Football Agent will receive a service fee of [] % (incl. VAT) of the Player's annual
- base salary
- remuneration
- for the duration of the Player's contract
- 4.3 Payment of any service fee to the Football Agent shall be made after the closure of the relevant registration period. The service fee shall be paid on an invoice basis and in instalments every three months for the duration of the negotiated employment contract. If the duration of the negotiated employment is less than six months, payment shall be made in a single instalment at the expiry of the negotiated employment contract.
- 4.4 The Football Agent's service fee may only be paid by the Club engaging the Football Agent and not by any other party. Therefore, regardless of any agreements that may be concluded between the parties involved, the Football Agent must, without exception, invoice the Club the full service fee.

¹ The player's remuneration includes gross financial compensation for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus). *The player's remuneration does not include:* any future transfer compensation (e.g. sell-on fees), any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, or image rights.

- 45 A releasing club shall pay a service fee to a football agent following receipt of each instalment of the transfer compensation due to the releasing club. The releasing club shall duly inform the Football Agent of any such instalments received.
- 46 If this Agreement relates to a transaction with a cross-border element, all service fee payments to the Football Agent shall be made through the FIFA Clearing House in accordance with the FFAR, Art. 14 and the FIFA Clearing House Regulations.

5 The Football Agent's authority

51 The Football Agent's authority under this Agreement is:

Exclusive:

Non-exclusive:

- 52 The authority of the Football Agent is limited in time, as set out in Article 3 of this Agreement.
- 53 The Football Agent is not authorised under this Agreement to enter into any agreements on behalf of the Club or otherwise bind the Club to any binding contractual relationship. All agreements are subject to the final and express approval and the binding signature of the Club.

6 Obligations of the Football Agent

- 61 The Football Agent must comply with FIFA's Football Agent Regulations at all times and always meet the requirements in FFAR Article 5.
- 62 During the term of this Agreement, the Football Agent undertakes to look after the interests of the Club and to not pursue any interests which may conflict with those of the Club as described in this Agreement. This means, inter alia, that in negotiations concerning the Club's employment, loan or transfer of a player, the Football Agent may not have a representation agreement, cooperation agreement or conflict of interests with any of the other parties involved in the employment, loan or transfer with a football agent representing any of the other parties involved in the employment, loan agreement or transfer agreement.
- 63 However, a representation agreement, cooperation agreement or conflict of interests with any of the other parties involved in the employment or transfer shall be permitted if the Football Agent informs all parties involved in writing in advance of any actual or potential conflicts of interest that the Football Agent may have with one or more of the parties involved, and subject to the Football Agent obtaining the express written consent of all parties involved before negotiations commence.
- 64 If the Club and a player wish to be represented by the same football agent in relation to the negotiation and conclusion of a player contract or a transfer agreement, and the conditions set out in Article 6, paragraph 3 are met, the Football Agent, the Club and the player must enter into and register a dual representation agreement via the Football Agent's profile on DBU's national football agent platform (www.dbu.dk/agent).
- 65 When concluding this Club Representation Agreement, the Football Agent is obliged to and responsible for only using DBU's standard representation agreements for football agents, which can be generated upon registration of the representation via the Football Agent's profile on the DBU's football agent platform.
- 66 The Football Agent undertakes to only take on tasks which the Football Agent can carry out in an effective and responsible manner.
- 67 The Football Agent undertakes to comply with all Statutes, regulations, directives and decisions of the competent bodies issued by DBU, UEFA and/or FIFA. In addition, the Football Agent undertakes to comply with public law on employment services and other relevant mandatory legislation.

68 The Football Agent undertakes to keep regular accounts of its business and, in this connection, to ensure that the Football Agent can provide DBU at any time with documentation and/or other proof of its business, including documentation of the amount of service fees earned and who has paid them.

7 Obligations of the Club

- 7.1 The Club is responsible for ensuring that it is represented only by a football agent who is appropriately licensed by FIFA and registered with DBU. Football agents, who appear on the list of football agents registered on DBU's website (www.dbu.dk/agent), will at all times comply with the licensing and registration requirements.
- 7.2 When entering into a representation agreement, the club being represented by a football agent is obliged to ensure that the Football Agent only uses DBU's standard representation agreements for football agents, which are generated when the representation is registered via the Football Agent's profile on DBU's football agent platform (www.dbu.dk/agent) and which are sent to the Club via e-mail by DBU immediately after registration.
- 7.3 When the Club receives notification of the registration of this Club Representation Agreement and a copy thereof from DBU, the Club is obliged to contact DBU via e-mail at footballagent@dbu.dk if the Agreement does not comply with what was agreed upon between the parties or if it does not comply with DBU's regulations governing football agents.
- 7.4 The Club undertakes to comply with all statutes, regulations, directives and decisions of the competent bodies issued by DBU, UEFA and/or FIFA. In addition, the Club undertakes to comply with public law on employment services and other relevant mandatory legislation.
- 7.5 If the Football Agent's authority under Article 5 of this Agreement is wholly or partially exclusive, the Club may not conclude any agreement with other football agents which conflicts with the agreed exclusivity.
- 7.6 The Club undertakes to attend all meetings in Denmark arranged by the Football Agent which may be considered reasonable in the context of this Representation Agreement.

8 Amendments and additions to the Agreement

- 8.1 Amendments and/or additions to this Agreement shall not be valid unless made in writing and approved by DBU. Requests for DBU's approval of changes/additions must be submitted via e-mail to footballagent@dbu.dk.

9 Confidentiality

- 9.1 This Agreement is a confidential document between the parties and neither party is entitled to inform any third party, except DBU, of its contents without the specific consent of the other party.

10 Governing law

- 10.1 This Agreement shall be interpreted in accordance with Danish law.

11 Disciplinary complaints and civil disputes

- 11.1 The parties hereby agree to be bound by the provisions hereon in DBU's and FIFA's regulations governing football agents in force at any given time.

12 Signatures, registration and approval by DBU

- 12.1 This Club Representation Agreement shall be deemed concluded on the day on which DBU receives the Football Agent's digital registration via the Football Agent's profile on the DBU national football agent platform

www.dbu.dk/agent). Upon receipt of this Club Representation Agreement from DBU, the Agreement shall be deemed valid, approved by DBU and will be registered immediately on DBU's list of valid representations.

Date

Football Agent

Date

Club