



# Representation Agreement

(Player 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

Player's full name

Date of birth

Address

Postal code/City/Country

Player's e-mail address

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Name and e-mail address of Player's legal guardian if the Player is under 18

(hereinafter referred to as the "Player")





## 1 Introductory provisions

- 11 This Agreement governs the activities of the Football Agent as a representative of the Player. Activities as a football agent, such as representing and promoting the interests of a player in the negotiation and conclusion of a player contract, transfer agreement or loan agreement under this Player 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.
- 12 The Football Agent is subject to the Danish Football Association's ("DBU") regulations governing football agents that are in force at any time, and this Agreement may not grant the Football Agent any further rights or impose any further obligations on the Player other than those arising from such regulations.
- 13 This Agreement cannot be entered into by players under 15 years of age. For players aged between 15 and 18, the Agreement must be signed by at least one of the Player's legal guardians.

## 2 Registration

- 21 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 and license for the duration of this Player Representation 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

- 31 The Agreement shall enter into force on  and shall remain in force until , after which it shall terminate without notice. The Agreement shall have a maximum duration of two years from the date of its entry into force. 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](http://www.dbu.dk/agent)).
- 32 During the agreement term referred to in Article 3, paragraph 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.
- 33 A representation agreement with a player over 15 but under 18 years of age cannot be non-terminable and can always be terminated giving a maximum of three months' notice to the end of a month.

## 4 Service fee

- 41 The Football Agent is only entitled to receive a service fee in relation to a player contract that has been concluded with the assistance of the Football Agent.
- 42 This Representation Agreement shall comply with FIFA's requirements for a service fee cap set out in FIFA's Football Agent Regulations (FFAR), Article 15 that are applicable at any given time. If a player's annual remuneration<sup>1</sup> is less than or equal to USD 200,000 (2023), the annual service fee cap shall be a maximum of 5% of the Player's annual remuneration. 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% of the Player's annual remuneration.

<sup>1</sup>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.



43 The Football Agent receives on behalf of the Player:

A service fee of  % (incl. VAT) of the Player's annual

base salary

remuneration

for the duration of the Player's contract

44 Payment of any service fee to the Football Agent shall be made after the closure of the relevant registration period if the player contract is negotiated within a DBU registration period. The service fee shall be paid on an invoice basis and in instalments every three months for the duration of the negotiated player 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 player contract. Only the remuneration actually received by a player shall be subject to the payment of a service fee, calculated on a pro rata basis.

45 The Football Agent's service fee may only be paid by the Player engaging the Football Agent and not by any other party. Therefore, regardless of any arrangements between the parties involved, the Football Agent shall, without exception, invoice the Player the full service fee and provide the Player with proof of the service fee amount and of its payment.

46 If the parties have agreed that the engaging club will pay the Football Agent's service fee on behalf of the Player, the payment of the service fee (incl. any potential VAT) must be offset against the Player's contractual claim against the club and must be shown on pay slips etc. The engaging club may not deduct any service fee payment from the Player's remuneration.

47 If a player and a club wish to be represented by the same football agent in the same transaction, and the conditions laid down in DBU's regulations governing football agents in force at any given time are met - including that a dual representation agreement is entered into in connection with the conclusion of this Agreement or at the latest when the parties have become aware of a conflict of interest - the provision in Article 4, paragraph 3 will only apply to the part of the Football Agent's service fee which is to be paid by the Player. Where a football agent acts on behalf of an engaging club and a player in the same transaction, the engaging club may pay up to 50% of the total service fee due.

48 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 to represent the Player's interests is limited to services aimed at seeking employment as a professional football player in the following:

Country(ies) .

Club(s) .

52 The authority of the Football Agent under Article 5, paragraph 1 is:

Exclusive

Non-exclusive

53 The Football Agent's authority is limited in time, as set out in Article 3.

54 The Football Agent is not authorised under this Agreement to enter into any agreements on behalf of the Player or otherwise bind the Player to a binding contractual relationship. All agreements are subject to the final and



express approval and personal signature of the Player.

## 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 Player and to not pursue any interests that may conflict with those of the Player as described in this Agreement. This means, inter alia, that in negotiations concerning the Player's employment or transfer to a particular club, the Football Agent may not have a representation agreement, a cooperation agreement or shared interests with any of the other parties involved in the employment or transfer or with a Football Agent representing any of the other parties involved in the employment or transfer.
- 63 However, a representation agreement, a cooperation agreement or shared 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 potential or actual 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 The Football Agent can only fulfil the conditions for dual representation if the parties enter into a dual representation agreement and register it with DBU in connection with the conclusion of this Representation Agreement.
- 65 When concluding this Player Representation Agreement, the Football Agent is obliged 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 ([www.dbu.dk/agent](http://www.dbu.dk/agent))
- 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 of 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 their business and, in this connection, to ensure in particular that the Football Agent can provide DBU at any time with documentation and/or other proof of their business, including documentation of the amount of service fees earned and who has paid them.

## 7 Player's obligations

- 71 The Player is responsible for ensuring that they are 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](http://www.dbu.dk/agent)), will at all times comply with the licensing and registration requirements. The Player who makes use of the Football Agent under this Representation Agreement is responsible for ensuring that the Football Agent registers the Representation Agreement with DBU. The Player must immediately, and no later than five working days after the date of registration of the Representation Agreement, approve the Agreement and its validity via the Player's profile at DBU ([www.mit.dbu.dk](http://www.mit.dbu.dk)). If DBU does not receive the Player's approval within the stipulated period, the Agreement lapses automatically.
- 72 The Player undertakes to comply with all statutes, regulations, directives and decisions of the competent bodies of DBU, UEFA and/or FIFA, including DBU's circular governing football agents. In addition, the player undertakes to comply with public law on employment services and other relevant mandatory legislation. When renegotiating a player's contract, if the Player makes use of the Football Agent and a new football agent relationship has been established prior to the renegotiation, the Player must ensure the registration and approval of a new representation agreement with DBU in accordance with Article 7.1.



- 73 If the Football Agent's authority under Article 5 is wholly or partially exclusive, the Player undertakes to not enter into any agreement with other football agents that conflicts with the agreed exclusivity.
- 74 The Player undertakes to attend all meetings in Denmark arranged by the Football Agent which may be considered reasonable in connection with this Representation Agreement.

## **8 Amendments and additions to the Agreement**

- 8.1 Amendments and/or additions to this Agreement shall not be valid unless they are in writing, registered and approved by DBU. Requests for approval of amendments and/or additions to this Agreement must be submitted to DBU via [footballagent@dbu.dk](mailto: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 the contents of this Agreement 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 in DBU's and FIFA's regulations governing football agents in force at any given time.

## **12 Processing of personal data**

- 12.1 As part of its administration of the football agent area, DBU processes personal data about the football agent and the player.
- 12.2 The data are processed on the basis of Article 6(1)(b) of the General Data Protection Regulation in order to comply with this representation agreement.
- 12.3 The football agent shall comply with the data protection regulations in force at any given time and thus process the personal data that comes into the football agent's possession of in a safe and secure manner, so that the players' personal data are protected in accordance with data protection legislation.
- 12.4 Further information about DBU's processing of personal data in the privacy policy applicable at any time can be found on DBU's website.

## **13 Signatures, registration and approval by DBU**

- 13.1 This Player Representation Agreement shall be deemed concluded on the day 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](http://www.dbu.dk/agent)).
- 13.2 Upon receipt of the Agreement by e-mail, the Player is requested to immediately and no later than five working days after the date of registration of the representation agreement with DBU, approve the validity of the Agreement via the Player's profile at DBU ([www.mit.dbu.dk](http://www.mit.dbu.dk)). If DBU does not receive the Player's approval within the stipulated period, the Agreement shall lapse automatically.
- 13.3 If the player is under 18, this Representation Agreement must also be signed by at least one of the Player's legal guardians. The holder of parental authority must approve the Representation Agreement immediately and no later than five working days after the date of registration of the Representation Agreement by replying to a separate notification e-mail sent to the e-mail address provided to DBU when the Football Agent registers



the Agreement. If DBU does not receive approval from the Player's legal guardian within the specified period, the agreement will lapse automatically.

- 134 Upon receipt of approval from the Player (and, if applicable, the Player's legal guardian), this Player Representation Agreement shall be deemed valid, approved by DBU and will be registered immediately on DBU's list of current representations.

Date

Football Agent

Date

Player

Date

Legal guardian (if player is under 18)



## Appendix A – Player’s confirmation regarding independent legal advice

I, the Player, hereby confirm that:

- a) the Football Agent has advised me to take independent legal advice in relation to this Representation Agreement
- b) Based on the advice given, I have chosen to:
  - obtain such independent legal advice
  - decided not to take such independent legal advice

Player’s signature (and, if applicable, the Player’s legal guardian)

Date

Player

Date

Legal guardian (if player is under 18)