



Representation Agreement

(Dual 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 Engaging Club's full name in accordance with the Articles

Business registration no./CVR no.

Address

Postal code/City/Country

The Engaging Club's contact person and e-mail address

(hereinafter referred to as the "Club")

and

Player's full name

Date of birth

Address

Postal code/City/Country

Player's e-mail address

Name and e-mail address of guardian if the player is under 18

(hereinafter referred to as the "Player")





CONFLICT OF INTEREST

By signing this Dual Representation Agreement, the parties agree and expressly consent to seek the assistance of the same football agent in negotiating a player contract, transfer agreement or loan agreement, notwithstanding any potential conflict of interest, in accordance with the provisions of this Dual Representation Agreement.

1 Introductory provisions

- 11 This Agreement governs the activities of the Football Agent as a representative of both the Engaging Club and the Player. 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 loan agreement under this Dual 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 Engaging Club or 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 for the duration of the Dual 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 Parties to the Contract

- 31 This Agreement applies inter partes between the Football Agent, the Player and the Engaging Club.
- 32 The Player and the Football Agent are obliged, no later than at the time of concluding this Dual Representation Agreement, to create and register a separate player representation agreement, if one does not already exist at the time of concluding this Agreement. The player representation agreement shall further regulate the representation of the Player by the Football Agent. All provisions of this Dual Representation Agreement also apply in the contractual relationship between the Player and the Football Agent in relation to the Football Agent's dual representation.

4 Duration

- 41 The Agreement shall enter into force on and shall remain in force until , after which it shall terminate without notice. The Agreement may 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).
- 42 During the agreement term referred to in Article 4, 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.



5 Service fee

- 5.1 This Agreement shall comply with the requirements for a service fee cap set out in FIFA's Football Agent Regulations, Article 15 that are applicable at any given time. 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 10% (permitted dual representation) from the Player and the Engaging Club in total. 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 maximum 6% (permitted dual representation) from the Player and the Engaging Club. The Engaging Club may pay up to 50% of the total service fee due.
- 5.2 The Football Agent receives on behalf of the Engaging Club:
A service fee of % (incl. VAT) of the Player's annual
 base salary
 remuneration
for the duration of the Player's contract
- 5.3 The Football Agent receives on behalf of the Player (corresponding to the agreed service fee in the player representation agreement created in connection with the same transaction as this Agreement):
 A service fee of % of the Player's remuneration for the duration of the Player's contract.
- 5.4 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 contract is less than six months, payment shall be made in a single instalment at the expiry of the negotiated player contract.
- 5.5 The Football Agent's service fee may only be paid by the Engaging Club and 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 Engaging Club and the Player separately the full service fee of each party. **The Player, the Engaging Club and the Football Agent are obliged to comply with applicable tax and employment law regulations at all times.**
- 5.6 If it is 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, without exception, 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.
- 5.7 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.

6 Obligations of the Football Agent

- 6.1 The Football Agent must comply with FIFA's Football Agent Regulations at all times and always meet the requirements in FFAR Article 5.
- 6.2 During the term of this Agreement, the Football Agent undertakes to look after the interests of both the Engaging Club and the Player. The parties agree that the Football Agent represents both the Engaging Club and the Player under this Dual Representation Agreement. The Football Agent's obligations in relation to the sharing of interests between the parties shall be deemed to have been fulfilled when the parties have signed this Dual Representation Agreement (consent).

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.*



- 6.3 The Football Agent undertakes to only use 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 football agent platform (www.dbu.dk/agent).
- 6.4 The Football Agent declares upon conclusion of this Agreement that the Football Agent has not represented or continues to represent the Player or the Engaging Club individually in connection with the conclusion of a player contract with the player within the last six months.
- 6.5 The Football Agent undertakes to only take on tasks which the Football Agent can carry out in an effective and responsible manner.
- 6.6 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/job placement and other relevant mandatory legislation.
- 6.7 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 Obligations of the Engaging Club

- 7.1 The Club is responsible for ensuring that the Club or Player in the Club 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 can be generated when the representation is registered via the Football Agent's profile on the DBU national 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 Dual 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, including DBU's circular governing football agents. In addition, the Club undertakes to comply with public law on employment services and other relevant mandatory legislation.
- 7.5 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 Obligations of the Player

- 8.1 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 and appears on the list of football agents registered at DBU (www.dbu.dk). Under the terms of this Dual Representation Agreement, the Player is also obliged to simultaneously enter into a separate Player Representation Agreement with the same Football Agent.
- 8.2 The Player undertakes to comply with all Statutes,–regulations, directives and decisions of the competent bodies issued by 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.
- 8.3 When a player is represented by a football agent, the Player 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 the DBU national football agent platform(www.dbu.dk/agent) and which are sent to the Player via e-mail by DBU immediately after registration.



- 8.4 A Player who under this Representation Agreement makes use of the football agent, is responsible for approving the signed representation contract via the Player's profile at DBU (www.mit.dbu.dk) within five working days of the date of registration of the Agreement (the date of conclusion of the Agreement and thus the registration of the representation agreement by the football agent with DBU). If the Player is under 18 years of age, this Representation Agreement must also be signed by at least one of the Player's legal guardians and approved by the latter within five days of the date of the parties' signature by replying to a separate notification e-mail sent to the specified legal guardian from DBU. If the DBU does not receive approval of the Representation Agreement within the stipulated period, the Representation Agreement shall lapse automatically.
- 8.5 The Player undertakes to attend all meetings in Denmark arranged by the Football Agent which are deemed reasonable in the context of this Dual Representation Agreement.

9 Amendments and additions to the Agreement

- 9.1 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 to DBU via e-mail to footballagent@dbu.dk.

10 Confidentiality

- 10.1 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.

11 Governing law

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

12 Disciplinary complaints and civil disputes

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

13 Processing of personal data

- 13.1 As part of its administration of the football agent area, DBU processes personal data about the football agent and the player.
- 13.2 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.
- 13.3 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 in a safe and secure manner, so that the players' personal data are protected in accordance with data protection legislation.
- 13.4 Further information about DBU's processing of personal data in the privacy policy applicable at any time can be found on DBU's website.

14 Signatures, registration and approval by DBU

- 14.1 This Dual 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).
- 14.2 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 approve the validity of the Agreement via the Player's profile at DBU (www.mit.dbu.dk). If DBU does not receive the Player's approval within the stipulated period, the Contract shall lapse automatically.



- 14.3 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 electronically. If DBU does not receive approval from the Player's legal guardian within the stipulated period, the Agreement lapses automatically.
- 14.4 Upon receipt of approval from the Player (and, if applicable, the Player's legal guardian), this Dual 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

Engaging Club

Date

Player

Date

Legal guardian (if player is under 18)