Representation Contract

(Club representation)

Intermediary's full name

Civil reg. no.

Intermediary company's full name

CVR no.

Business address

Zip code/Town/Country

("the intermediary")

and

Full name in accordance with the Articles

CVR no.

Address

Zip code/Town/Country

(the "Club")

Please tick the relevant box below

The intermediary is a **sole trader**, and the fee is payable to the intermediary personally.

The intermediary is a **company**, and the fee is payable to the company.

1. Introductory provisions

- 1.1 This Contract governs the Intermediary's activity as the Club's representative. Only the Intermediary himself may conduct intermediary activity (i.e. representing and safeguarding the Club's interests in the negotiation and conclusion of a player contract or a transfer agreement) under this Contract, and such services must therefore not be provided by the Intermediary's employees.
- 1.2 The Intermediary is subject to the Regulations Governing Intermediaries issued by the Faroese Football Association ("FSF") from time to time, and the rights enjoyed by the Intermediary and the obligations imposed on the Club under this Contract will not be better or more onerous, respectively, than those following from such Regulations.

2. Registration

2.1 The Intermediary confirms that he is registered with FSF or that he will submit an application for registration no later than on signing, and he undertakes to maintain such registration throughout the term of this Contract. This Contract will terminate without notice if the Intermediary is no longer a FSF registered intermediary for whatever reason.

3. Term and termination

- 3.1 This Contract commences on ______ and will remain in force until and including ______, when it will terminate without notice. The maximum term of this Contract is 24 months from commencement. Any renewal of this Contract agreed by the parties must be in the form of a new representation contract concluded in writing and then submitted to FSF.
- 3.2 During the term under clause 3.1, this Contract will be (please tick the relevant box):
 - □ Terminable, and may be terminated by any of the parties giving _____ months' written notice to expire on the last day of a month.
 - \Box Non-terminable.

4. Remuneration

- 4.1 The Intermediary will receive a lump sum of ______ (specify exact amount and currency including VAT. For conclusion/extension of contracts, a maximum of 3% of the player's gross basic income during the term of the player contract is recommended and for transfer agreements, a maximum of 3% of the total transfer sum is recommended). The fee falls due for payment on _____.
- 4.2 The Intermediary's fee may only be paid by the Club having retained his services and not by any other parties. Whatever the arrangements between the parties

involved, the Intermediary must consequently, without exception, invoice the Club for his full fee.

5. Scope of Authority

- 5.1 The Intermediary's authority under this Contract is:
 - Exclusive with regard to _____.
 - \Box Non-exclusive with regard to _____.
- 5.2 The Intermediary's authority is limited in time, see clause 3 above.
- 5.3 The Intermediary is not authorized under this Contract to enter into any agreements on behalf of the Club or commit the Club to any other binding contractual relationship. All agreements are subject to the Club's final and express approval and binding signature.

6. The Intermediary's obligations

- 6.1 The Intermediary undertakes to safeguard the Club's interests during the term of this Contract. The Intermediary further undertakes not to safeguard any other interests that may conflict with the Club's interests as described herein. This means among other things that, in connection with negotiations for the Club's employment or transfer of a player, the Intermediary is not allowed to have a representation contract, a co-operation agreement or shared interests with any of the other parties involved in the employment or transfer or with any intermediary representing such party.
- 6.2 Such representation contract, co-operation agreement or shared interests with any of the other parties involved in the employment or transfer is allowed, however, if the Intermediary gives prior written notice to all parties involved of any potential or actual conflict of interest which the Intermediary may have with one or more of the parties involved, and if the Intermediary obtains the express written consent of all parties involved before such negotiations are commenced.
- 6.3 If the Club or a player wishes to be represented by the same Intermediary in relation to the negotiation and conclusion of a player contract or a transfer agreement, and if the conditions in clause 6.2 are fulfilled, the Club and the player must agree in writing whether the Intermediary's fee will be paid by the player or the Club or any combination of the two. The parties must immediately submit their written consent and such written agreement about the fee to FSF for purposes of the registration process.
- 6.4 The Intermediary undertakes to take on assignments only to the extent that the Intermediary is able to perform the relevant services effectively and efficiently.

- 6.5 The Intermediary undertakes to comply with the rules and regulations issued by FSF, UEFA and FIFA from time to time. The Intermediary further undertakes to comply with public law legislation on job placement and any other relevant mandatory legislation.
- 6.6 The Intermediary undertakes to continually keep account of all remuneration received and during the period from 1 January to 14 February to notify FSF of the total consolidated amount of remuneration earned by the Intermediary during the preceding calendar year under this Contract.

7. The Club's obligations

- 7.1 A club which has retained the services of the Intermediary under this Contract is responsible for ensuring that all 3 originals of this Contract are received for registration by FSF no later than 5 workdays after signing. If this Contract does not reach FSF in time, it will terminate automatically.
- 7.2 If a player contract and/or a transfer agreement is to be renegotiated and the Club has concluded a new contract with the Intermediary for this purpose, the Club must also submit the same documentation to FSF as under clause 7.1.
- 7.3 If the Intermediary's authority under clause 5 is fully or partly exclusive, the Club undertakes not to contract with other intermediaries contrary to the exclusivity agreed.
- 7.4 The Club undertakes to participate in all meetings in the Faroe Islands which are set up by the Intermediary and must be regarded as reasonable under this Contract.

8. Other agreements

8.1 Any special agreements or arrangements between the parties in supplement to this Contract, including concerning any payment or remuneration, must comply with the principles stated in the regulations governing intermediaries issued by FSF and/or FIFA from time to time and must be enclosed with this Contract and submitted to FSF for registration together with this Contract or, if such special agreements or arrangements are concluded subsequently, reach FSF no later than 5 workdays after their signing.

9. Amendment of and additions to the Contract

9.1 Any amendment of and additions to this Contract must be in writing and submitted to FSF for registration in accordance with clause 8.1 in order to be effective.

10. Confidentiality

10.1 This Contract is a confidential document between the parties, and neither party is entitled to disclose its contents to third parties without the other party's express consent.

11. Governing law

11.1 This Contract must be interpreted and construed in accordance with Faroese law.

12. Disciplinary complaints and civil law disputes

12.1 The parties hereby accept and agree to be bound by the provisions of the regulations governing intermediaries issued by FSF and/or FIFA from time to time.

13. Signatures and submission for registration

- 13.1 This Contract is signed in 3 originals, and after submission for registration with FSF the following parties will each receive one:
 - 1. FSF
 - 2. The Intermediary
 - 3. The Club

This Contract must be submitted to FSF for registration no later than 5 workdays after signing, see clause 7.1.

Date

Intermediary (stamp and signature)

Date

Club

Confirmation of receipt of the Contract:

Date

Faroe Islands Football Association (stamp and signature)