



EMPLOYMENT CONTRACT FOR A NON AMATEUR PLAYER OF THE SWISS FOOTBALL LEAGUE

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

between

1. The Swiss Football League Club [redacted]
(hereinafter «**the club**»)
association/joint stock company¹ with registered offices in [redacted]
Commercial Register Number [redacted]
Member and licensee of the Swiss Football League²
represented by [redacted]
[redacted]
hereinafter «**the employer**»

and

2. Mr [redacted]
nationality [redacted]
born on [redacted] at [redacted]
domiciled at [redacted]
hereinafter «**the player**»
advised by
[redacted]
(name and address of the player's agent, attorney, Swiss Association of Football Players (SAFP) representative, etc.)³

For the underage player:

legally represented by [redacted]
[redacted]
(name and address of the legal representative)

this employment contract is concluded:

¹ Cross out whatever is not applicable.

² Cf. art. 5 par. 1 of Swiss Football League (SFL) Regulations governing the Granting of Licences and art. 2 of the Regulations on the Qualification of SFL Players.

³ Cf. art. 18 par. 1 of FIFA Regulations on the Status and Transfers of Players of 7th June 2010, art. 26 of FIFA Players' Agents Regulations of 29th October 2007; and art. 2 par. 1 of the Regulations on the Qualification of SFL Players (version 7.10).

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PREAMBLE

The employer is a member and licensee of the Swiss Football League (SFL) and, as such, is entitled to take part in the SFL football championship (Super League or Challenge League).

In order to take part in sporting competitions – especially in the SFL football championship – the player requires an SFL qualification. According to its Statutes, the SFL's object is to promote the sport of football in Switzerland, to organise non amateur football and run its competitions, and to safeguard the interests of its members. In order to achieve this object, it is both obliged and authorised to regulate objectively and, if necessary, restrict or ban the participation of clubs (on sporting or licence-related grounds) or players (especially on disciplinary or qualification-related grounds) in its competitions.

The parties are aware of their dependence on the SFL as the organiser of non amateur football in Switzerland and the associated sporting competitions.

I. OBJECT OF THE CONTRACT

ARTICLE 1

This contract governs working relations between the player and the employer.

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 _____
to _____⁴

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 par. 1 CO).

² In particular, the following are 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 the employment contract or of any charters, regulations or directives of the SFL regarding which the player has expressly declared his acceptance;
- _____
- _____
- _____⁵

⁴ It should be noted that, for non amateur *underage* players, the definite duration of the contract shall not exceed three years (cf. art. 18 par. 2 of FIFA Regulations on the Status and Transfers of Players).

⁵ 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, c) the legally valid suspension of the player, due to his own wrongful conduct, for a duration of three months or more, pronounced for SFL matches by the competent sports authorities.

ARTICLE 4 Termination of the contract without just cause

¹ If one of the parties terminates the contract without just cause, compensation will be subject to the law (art. 337c or art. 337d CO) in the light of the stipulations of art. 5 et seq. of SFL Regulations governing the Fulfilment of Ongoing Contracts 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 sanctions imposed by a sports body on the player or the club will be subject to art. 5 et seq. of SFL Regulations governing the Fulfilment of Ongoing Contracts and art. 17 par. 3 and 4 of FIFA Regulations on the Status and Transfers of Players.

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 club's second team or U21 team matches or training, if the team in question plays in the «2. Liga regional» or at a higher level.
- 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 / agents

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.

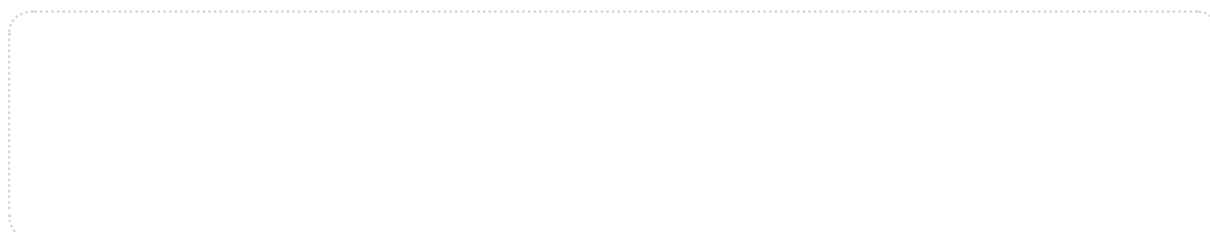
³ The player undertakes only to use qualified attorneys, or persons with player's agent licences issued by a FIFA member association, as agents.

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

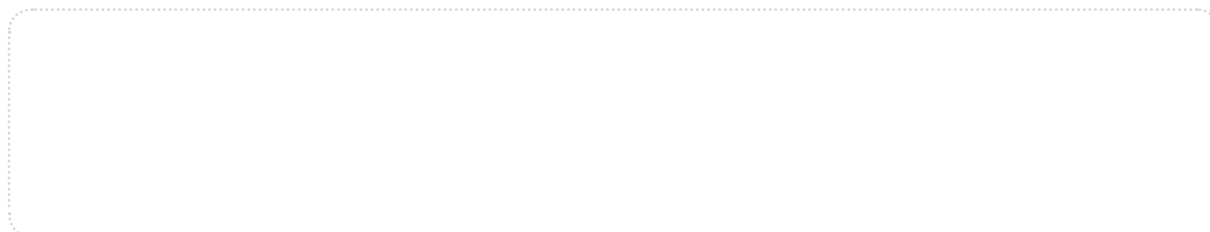
¹ The player undertakes not to have anyone promise him anything nor to accept anything from third parties, with the aim of falsifying the results of a match.

² The player will comply with any anti-doping regulations required by law and the relevant associations.

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

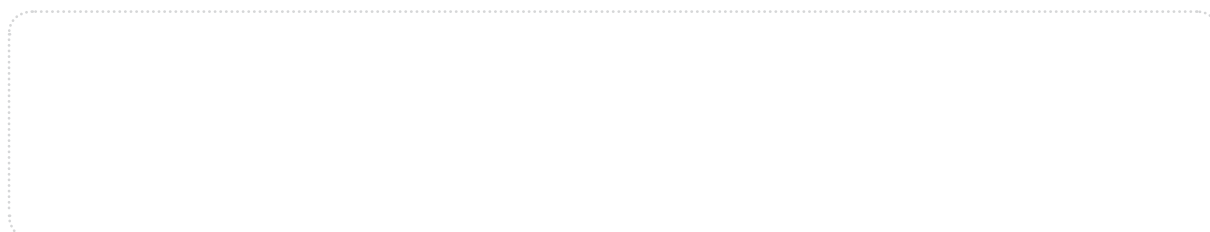
¹ If the player is prevented from working due to sickness or accident, related to his work or otherwise, he is bound to notify the employer's secretariat, the trainer, or the employer's official doctor as soon as possible.

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: [REDACTED] [REDACTED]), 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 outdoor 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, track-suit, 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 outdoor 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 outdoor 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 km⁶ 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.

⁶ To be filled in by the employer.

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.

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 Sickness⁷

In the event of sickness, the remuneration of a non amateur player of the Swiss Football League is 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 par. 2 CO). Afterwards, the employer pays to the player the salary according to the Bernese scale (art. 324a par. 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 par. 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 par. 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.

ARTICLE 23 Accident⁷

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.

⁷ 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.

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 fault⁷

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

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 [REDACTED], duly enrolled with the professional pension fund register.

C. VACATION

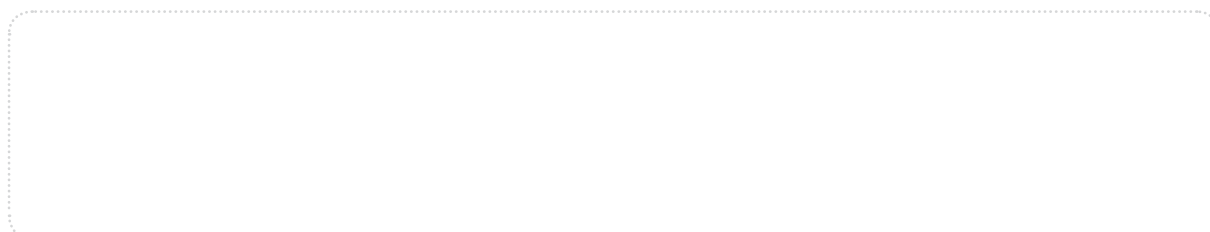
ARTICLE 26

In compliance with art. 329a par. 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.

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.⁸

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 ASF and the SFL are applicable. If the change occurs at the end of the season and if the player has signed an employment contract with another SFL 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.

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 obligations⁹ that the player shall temporarily be bound to perform in favour of the new club.

⁸ Cf. art. 323a CO.

⁹ This applies in particular to the obligations arising from art. 6 to 18 hereof.

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, ASF and SFL 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.¹⁰

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.

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

Blank area for special agreements between the parties, consisting of 12 horizontal lines.

¹⁰ 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.



VIII. FILING OF THE CONTRACT

ARTICLE 37

- ¹ The employment contract and its enclosures 1 to 8¹¹ 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 SFL. 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 SFL.

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 SFL, the Swiss FA, 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 (SFL, Swiss FA, Swiss Olympic, UEFA, FIFA),

¹¹ 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.

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 (SFL, Swiss FA, 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.

³ If the player is prevented from playing in official matches because of a suspension measure inflicted by the SFL, the Swiss FA, 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 charters and regulations of the SFL 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 SFL arbitration commission¹². In the event that an amicable solution cannot be found within twenty days from submission of the dispute to the arbitration commission, 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. The legal commission is based at the SFL offices, i.e. in Muri bei Bern. The CAS is based in Lausanne.

¹² These proceedings are subject, by analogy, to art. 9 et seq. of SFL Regulations governing the Fulfilment of Ongoing Contracts of 14th June 2002.

XI. GOVERNING LAW

ARTICLE 41 Compliance with association rules

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

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.

ARTIKEL 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
(player's agent, 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 SFL, the Swiss FA, 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:** Declaration on doping
- ENCLOSURE 8:** Code of conduct

REGULATIONS OF SFL, SWISS FA, ETC.**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 on the status of non amateur 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
- Regulations governing the fulfilment of ongoing contracts

SWISS FA

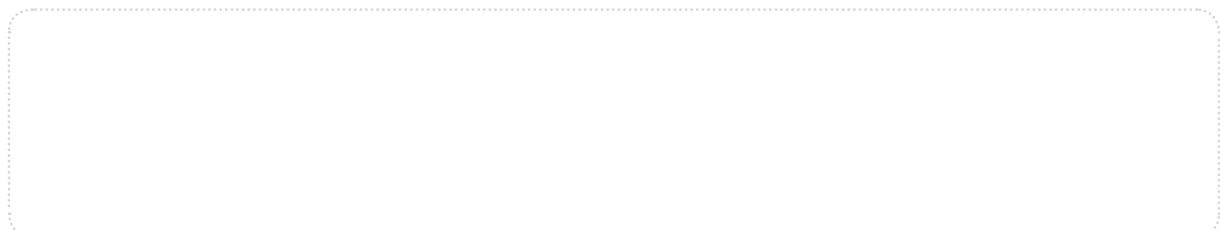
- Statutes
- Game rules
- Regulations on the procedure for disputes
- Regulations of the Swiss Cup
- Regulations for coaches

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
- Players' Agents Regulations
- Disciplinary Code



SWISS OLYMPIC

- Charter on Doping

CLUB (EMPLOYER)

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
(Players' agent, attorney etc.)

Signature of the legal representative
(for an underage player)

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 par. 1 CO). Any bonuses (figure 3) are calculated at the end of each month. The employer pays any bonuses due with the

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

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.

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 account information]

[Redacted signature area]

Place and date

[Redacted signature area]

Place and date

[Redacted signature area]

Signature of the player and,

[Redacted signature area]

Signature of the employer

[Redacted signature area]

if necessary, of his adviser
(player's agent, attorney, etc.)

[Redacted signature area]

Second signature
(if necessary)

[Redacted signature area]

Signature of the legal representative
(for an underage player)

[Redacted signature area]

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 years	2 months
after 5 years	3 months
after 10 years	4 months
after 15 years	5 months
after 20 years	6 months

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 (SFL, Swiss FA, 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 CHF [REDACTED].¹
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 [REDACTED].

In the case of injuries voluntarily inflicted on a third party on the field, a maximum penalty of CHF [REDACTED].

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.

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

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.

Place and date

Place and date

Signature of the player and,

Signature of the employer

if necessary, of his adviser
(player's agent, attorney, etc.)

Second signature
(if necessary)

Signature of the legal representative
(for an underage player)

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, and in compliance with the Swiss FA's Regulations on Doping, the content of which is the same, 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 (SFL championship matches, Swiss FA Cup matches, 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.

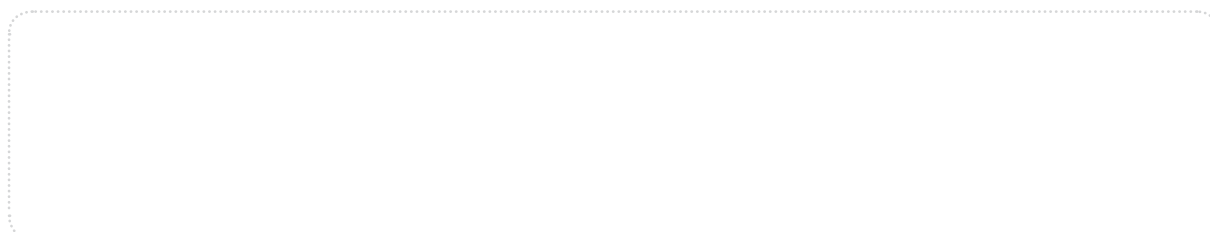
The Swiss FA reserves the right to impose additional sanctions.

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.

Place and date

Place and date

Signature of the player and,

Signature of the employer

if necessary, of his adviser
(player's agent, attorney, etc.)

Second signature
(if necessary)

Signature of the legal representative
(for an underage player)

CODE OF CONDUCT FOR SWISS FOOTBALL LEAGUE PLAYERS

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.

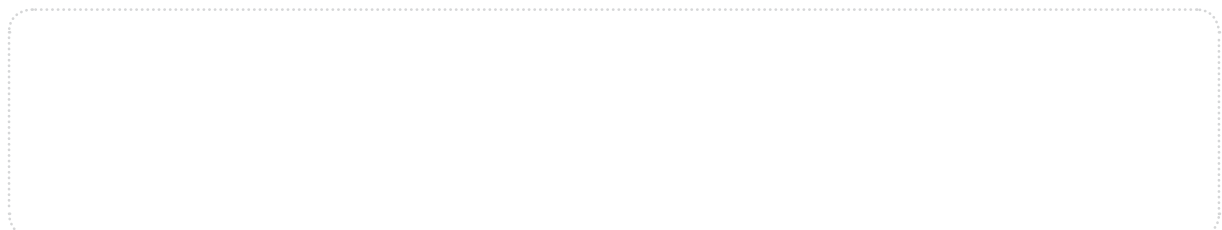
No sexual harassment or assault

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

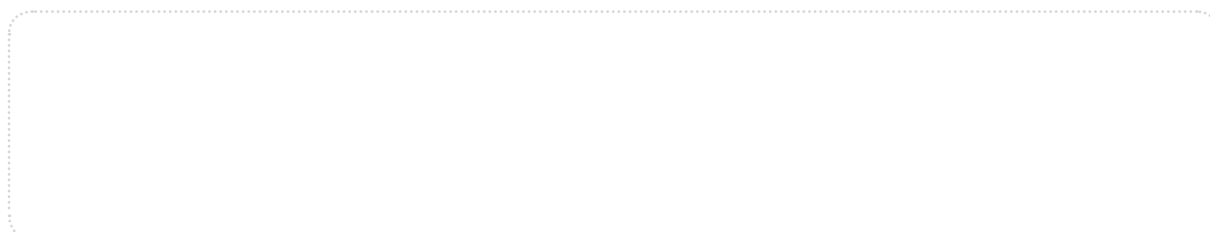
Despite their total commitment, players must play fair. They must be aware that cheating, covering up transgressions and in particular insults, violent conduct and causing bodily injury are not the behaviour of a responsible top-class sportsman.

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.

Place and date

Place and date

Signature of the player and,

Signature of the employer

if necessary, of his adviser
(player's agent, attorney, etc.)

Second signature
(if necessary)

Signature of the legal representative
(for an underage player)