



# PLAYER AGENT AGREEMENT

<b>Agency name/authorised signatory:</b>  (hereinafter "the Agent")	<b>Corporate ID number/Personal ID number:</b>
<b>Address:</b>	<b>Telephone:</b>  <b>E-mail:</b>
<b>Player's name:</b>  (hereinafter "the Player")	<b>Personal ID number:</b>
<b>Address:</b>	<b>Telephone:</b>  <b>E-mail:</b>
<b>Starting date of the Agreement:</b>	
<b>Notice of termination:</b> The agreement runs until further notice, with both parties having the right to terminate the agreement with a notice period of 30 days.	<b>Territory:</b>  (hereinafter "the Territory")

**THIS AGREEMENT IS SUBJECT TO THE GENERAL TERMS AND CONDITIONS FOR PLAYER AGENT AGREEMENTS DEFINED BY SICO. AMENDMENTS MAY NOT BE MADE TO THE GENERAL TERMS AND CONDITIONS. THE GENERAL TERMS AND CONDITIONS ARE INCLUDED AS AN ANNEX TO THIS AGREEMENT AND ARE ALSO AVAILABLE AT [WWW.SICO.NU](http://WWW.SICO.NU). IF THE PLAYER IS A MINOR, THE AGREEMENT SHALL BE SIGNED BY THE PLAYER'S PARENT(S) OR LEGAL GUARDIAN(S).**

**ANNEX 1 (REMUNERATION ARRANGEMENTS) FORMS PART OF THE AGREEMENT IF SUCH AN ANNEX HAS BEEN SIGNED BY THE PARTIES.**

Two (2) identical copies of this agreement have been drawn up, with each party being allocated one each.

Location	Date:	Location	Date:
Signature THE PLAYER		Signature THE AGENCY/AUTHORISED SIGNATORY	
Name (block capitals)		Name (block capitals)	
Location	Date:	Location	Date:
Signature PARENT/GUARDIAN 1		Signature PARENT/GUARDIAN 2	
Name (block capitals)		Name (block capitals)	

**ANNEX 1 TO THE SICO TEMPLATE AGREEMENT FOR CERTIFIED PLAYER AGENTS**

The Player and the Agency/Agent agree that the Agency/Agent will receive the following remuneration, as the full compensation for the Assignment.

- Remuneration amounting to \_\_\_% incl. VAT of the remuneration that the Player receives pursuant to the employment contract negotiated with the ice hockey club that has been signed by the Player.
- Remuneration amounting to \_\_\_% incl. VAT of the remuneration that the Player receives from a party other than the Player’s employer in the field of ice hockey that is related to the Player’s role as an ice hockey player, such as advertising contracts (the Player shall not pay remuneration relating to remuneration other than that which is clearly linked to the Player’s role as an ice hockey player. In other words, no remuneration shall be paid regarding the Player's possible income from other employment).

The Agent's right to remuneration becomes valid at the time the Player receives remuneration as described above. The Player and the Agent agree that the Player shall pay the remuneration as follows (circle the appropriate option). If none of the options are circled, the remuneration is paid quarterly in arrears.

- Monthly in arrears
- Quarterly in arrears
- Semi-annually in arrears
- Annually in arrears

**MISCELLANEOUS:**

This annex is an integral part of the Agreement between the Player and the Agent.

Location	Date:	Location	Date:
Signature THE PLAYER		Signature THE AGENCY/AUTHORISED SIGNATORY	
Name (block capitals)		Name (block capitals)	



## General terms and conditions for player agent agreements

1. These general terms and conditions are issued by the Swedish Ice Hockey Players' Central Organisation ("SICO") and are consistent with the provisions issued by SICO regarding the certification of player agents, which may be subject to change or addition from time to time ("SICO provisions"). The Agent confirms that the Agent understands the SICO provisions in their current form and that the Agent holds the appropriate player agent certification issued by SICO/SIF/SHL/HockeyAllsvenskan (hereinafter "Certification"). The validity of the Agreement requires that the Agent is certified and stays certified during the term of the Agreement. If any of these conditions are not met, this Agreement will automatically and immediately expire without notice, although full remuneration will be payable to the Agent for the most recently negotiated contract, to the extent that such payment is due under this Agreement.

2. The agent also undertakes to observe, respect and abide by the agreements that have been/are reached between SICO and SIF/SHL/HockeyAllsvenskan/Div1 or other parties.

### Introduction

3. The Player is an ice hockey player. The Agent is a certified player agent pursuant to the Regulations for Certified Player Agents defined by SICO, SIF, SHL and HockeyAllsvenskan.

4. By signing this Agreement, the Player designates the Agent as the former's exclusive representative for the term of the Agreement, with the right to represent the Player in the matters specified in this Agreement.

### The Assignment

5. The Player gives the Agent the Assignment and the Agent thereby undertakes to, during the term of the Agreement and exclusively within the Territory, assist the Player regarding transitions to new clubs and represent the Player in contract negotiations, in accordance with what is stated below. Additional assignments that the Agent may be given by the Player, such as negotiations concerning marketing and advertising rights, etc., are also possible and are also covered by this Agreement.

6. The agent also undertakes to, during the term of the Agreement, actively monitor and protect the Player's interests in relation to the Player's ice hockey activities (which of course also involves providing the Player with suggestions about potential new employers) and to, in line with instructions from the Player, actively search for other potential employers for the Player (hereinafter "the Assignment").

### Structure of the Assignment

7. The relationship between the Player and the Agent shall be based on mutual loyalty and trust. The Agent must always act in the best interests of the Player. The Agent shall thus, for example, negotiate the best possible terms for the Player and ensure that all the Player's protective interests are respected.

8. The Agent shall, among other things, ensure that the Player receives the following information regarding employment agreements offered to the Player:

- a. Date of the start of employment,
- b. Duration of the agreement, or the expected duration of the employment agreement,

c. Other terms that are of importance to the Player.

9. To the extent requested by the Player, the Agent can also assist the Player regarding the obtaining of suitable advice about tax issues, insurance and financial services.

10. The Agent shall perform the Assignment in a professional manner, in particular with regard to the code of ethics for agent activities as issued by SICO from time to time.

11. The Agent has no authority to act as the Player's legal representative, which is why all the agreements negotiated under this Agreement shall be concluded and signed by the Player. The Agent may in certain cases obtain authorisation to represent the Player in other ways than those directly concerning the employment of the Player. Such authorisation must be made in writing and be limited in terms of duration.

### Obligations of the Agent

12. On behalf of the Player, the Agent shall:

- a. actively monitor the territory for ice hockey players in Sweden and other parts of the world;
- b. continually inform the Player about conditions that may affect the Player and his activities as an ice hockey player;
- c. upon the Player moving to a new club, represent and assist the Player, and thereby protect his interests;
- d. represent and assist the Player with the preparation and conclusion of agreements with regard to contract negotiations (employment contracts and other contracts),

13. The Agent shall, to the best of its abilities, monitor and safeguard the interests of the Player with respect to all the agreements that are negotiated or renegotiated during the term of the Agreement and which are linked to the Player's ice hockey activities.

14. In executing the Assignment, the Agent shall always act in accordance with the currently valid national legislation and ensure that the agreements negotiated on the Player's behalf during the term of the Agreement are consistent with applicable law and regulations, and the applicable regulations of the Swedish Sports Confederation, the International Ice Hockey Federation, the Swedish Ice Hockey Association and SICO.

15. During the term of the Agreement, the Agent will regularly inform the Player about the outcome of the Assignment. Both the Player and the Agent undertake to promptly inform the other party about any conditions that may affect the Agent's capacity to execute the Assignment in accordance with the obligations or which may change the scope of the Assignment or its execution.

16. During contract negotiations, the Agent may not represent, on the Player's behalf, another party that may have an interest in the current contract negotiations, unless the Player has agreed to this.

17. If the Agent deems it to be in the Player's interests that the Assignment's scope is changed or increased, to the extent that this must be agreed in writing, the Agent shall notify the Player of this without delay.

18. The Agent and the Player will consult each other regarding issues relating to this Agreement, such as the Assignment's implementation and scope (except as provided in this Agreement), the contractual terms prior to negotiation or renegotiation, the structure of contracts and other issues of importance to the Player. In this context, the Agent shall follow the Player's instructions, and in fulfilling the Assignment shall at all times ensure professionalism and the Player's best interests.



If fulfilment of the Player's instructions by the Agent is unreasonable, the Agent is entitled to withdraw from the Assignment and this Agreement immediately, after written notice of this has been issued to the Player – but obligations specified in this Agreement regarding the period after the expiry of the Agreement shall still be fulfilled.

19. The Agent and the Player shall in all cases portray each other in an advantageous manner to third parties, and thus both undertake not to, either in writing or verbally, explicitly or implied, express themselves in such a way that the Player's or Agent's name, image and/or good reputation may be damaged. This applies even if the Agreement is terminated by either party.

20. The Agent is responsible for all the costs and expenses incurred as a result of fulfilling this Agreement, unless otherwise agreed in writing between the parties.

#### **Obligations of the Player**

21. The Player agrees not to hire another agent for matters covered by the Agreement during the term of the Agreement.

22. During the term of the Agreement, the Player undertakes to;

- a. refer all contract requests received by the Player to the Agent,
- b. be available for the Agent in order to respond to questions and offers,
- c. act in accordance with the club's employment contract and the competition rules that apply to the Player's employment,
- d. inform the Agent of any facts that may be relevant to the Agent's fulfilment of the Assignment.

#### **Remuneration**

23. In return for the Agent's execution of the Assignment in accordance with the Agreement, as well as to cover the Agent's expenses in this context, the Player shall pay remuneration to the Agent as defined in **annex 1** of this Agreement. If no annex is included in this Agreement, the Agent has no right to remuneration for the employment contract negotiated by the Agent and signed with the ice hockey club by the Player.

24. The remuneration pursuant to the above is not limited in time to the term of the Agreement but shall be paid for the whole term of the contract(s) negotiated during the term of the Agreement, unless otherwise agreed in writing.

25. Remuneration pursuant to this Agreement only becomes payable once the Player has signed his first A-team contract.

26. The remuneration payable under this Agreement shall be paid in accordance with the provisions defined in **annex 1**.

#### **Early termination without prior notice**

27. Each party has the right to immediately terminate the Agreement if the other party is in breach of essential obligations under this Agreement.

28. The Player is also entitled to terminate the Agreement with immediate effect if the Agent goes into liquidation, requests or is declared bankrupt, commences composition or reorganisation proceedings or is otherwise deemed insolvent.

29. If grounds for termination exist pursuant to paragraphs

27 or 28 above, the Player has the right to claim damages equivalent to the full financial damages, but not less than an amount equal to the Agent's remaining entitlement to remuneration under this Agreement. The Agent is entitled to full remuneration from the Player if the Player a) is found guilty of doping b) is suspended or c) is fired from the club due to disciplinary reasons.

#### **Insurance**

30. The Agent undertakes to have valid liability insurance with coverage corresponding to the requirements imposed by SICO regarding certified player agents.

#### **Liability**

31. The Agent's liability to the Player under this Agreement is limited to the amount that SICO has determined as the liability amount (5 million SEK in 2015). The Agent's liability to the player is not dependent on the existence of insurance coverage. This point therefore solely limits the Agent's liability to a specified maximum amount.

#### **Entire agreement and addenda**

32. This Agreement constitutes the entire agreement between the parties and replaces any prior agreements, whether verbal or written. Any addenda or modifications to this Agreement shall be made in writing and signed by both parties in order to be valid.

#### **Duty of confidentiality**

33. The parties undertake not to disclose, without the prior consent of the other party, information to third parties that has been made available as part of the Agreement and can be considered to be of a sensitive nature, such as information that can be associated with player transfers, marketing activities, financial issues or which is attributable to the other party's individual and personal circumstances or other similar information of which the party has become aware on account of executing the Assignment in accordance with this Agreement. This duty to confidentiality applies during and also after the term of the Agreement.

#### **Notifications**

34. Notifications associated with this Agreement shall be made in writing and submitted via letter or e-mail.

#### **Disputes and applicable law**

35. Any disputes arising from this Agreement shall primarily be resolved through negotiations between the parties. If this does not resolve the dispute, adjudication is to be made by a court in the Stockholm District Court, based on Swedish law.