



# Representation Contract

## (Player Representation)

between

\_\_\_\_\_  
Football Agent's full name

\_\_\_\_\_  
Civil reg. no.

\_\_\_\_\_  
Football Agent company's full name

\_\_\_\_\_  
CVR no.

\_\_\_\_\_  
Business address

\_\_\_\_\_  
Zip code/Town/Country

\_\_\_\_\_  
Football Agent's email address

(the "Football Agent")

and

\_\_\_\_\_  
Full name

\_\_\_\_\_  
Civil reg. no.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Zip code/Town/Country

\_\_\_\_\_  
Player's email address

\_\_\_\_\_  
Guardian's name and email address (if the Player is under the age of 18)

(the "Player")

Please tick the relevant box below:

The Football Agent is a **sole trader**,  
and the fee is pay- able to the  
Football Agent personally.

The Football Agent is a **company**,  
and the fee is payable to the  
company





## 1 Introductory provisions

- 1.1 This Contract governs the Football Agent's activity as the Player's representative. Only the Football Agent himself may conduct Football Agent activity (i.e. representing and safeguarding the Player's interests in the negotiation and conclusion of a Player contract) under this Contract, and such services must therefore not be provided by the Football Agent's employees.
- 1.2 The Football Agent is subject to the Regulations Governing Football Agents issued by the Danish Football Association (DBU) from time to time, and the rights enjoyed by the Football Agent and the obligations imposed on the Player under this Contract will not be better or more onerous, respectively, than those following from such Regulations.
- 1.3 This Contract cannot be entered into by Players under the age of 15. For Players between 15-18 years, the Contract must be accepted by at least one of the Player's guardians.

## 2 Registration

- 2.1 The Football Agent confirms that he is registered with DBU 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 Football Agent is no longer a DBU registered Football Agent 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 DBU.
- 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.  
  
 Non-terminable.
- 3.3 A representation contract with a Player over the age of 15, but under the age of 18, cannot be non-terminable and must always be terminable at a maximum of 3 months' notice to expire on the last day of a month.



## 4 Remuneration

4.1 The Football Agent is only entitled to remuneration in relation to a Player contract entered into with the assistance of the Football Agent.

4.2 The Football Agent will receive (please tick the relevant box):

A fee of 3% of the Player's gross basic income<sup>1</sup> during the term of the Player contract (recommended).

A fee of \_\_\_\_\_% of the Player's gross basic income during the term of the Player contract.

If the parties agree to fix an upper limit for the Football Agent's fee, please specify the maximum amount here: \_\_\_\_\_ . The Football Agent's fee is always inclusive of VAT.

4.3 The Football Agent's fee under clause 4.2 will fall due for payment as follows (please tick one box only and specify, if necessary):

Concurrently with the Player being paid the remuneration-triggering amount(s) by the Club with which the Football Agent has negotiated the Player contract.

Other arrangements:

4.4 The Football Agent's fee may only be paid by the Player having retained his services and not by any other parties. Whatever the arrangements between the parties involved, the Football Agent must consequently, without exception, invoice the Player for his full fee and provide the Player with documentation of the amount of the fee and its payment. If the parties have agreed that the receiving Club will pay the Football Agent's fee on behalf of the Player, the fee must consequently, without exception, be paid by set-off against the pay which the Player is entitled to receive from the Club under the Player contract and must be stated in pay slips, etc.

4.5 If the Club and the Player wish to be represented by the same Football Agent in the same transaction, and if the conditions in the DBU Regulations Governing Football Agents in force from time to time are fulfilled, the provision in clause 4.4 will only apply to the portion of the Football Agent's remuneration which is payable by the Player.

## 5 Scope of authority

5.1 The Football Agent's authority to safeguard the Player's interests has been delimited to services aimed at obtaining employment for the Player as a professional football Player in the following (please tick either or both boxes)

Country(ies) \_\_\_\_\_.

Club(s) \_\_\_\_\_.

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<sup>1</sup> The Player's gross basic income is based on the Player's fixed salary plus an sign-on fees, stay-on fees and sign-off fees, as well as other one-off amounts agreed by the Club and the Player on signing of the Player contract to be payable to the Player by the Club on one or more specified dates, e.g. on commencement, on one or more later dates during the term of the contract or on expiry. The Player's gross basic income does not include individual or collective bonuses, prizes, or the value of fully or partly free benefit such as accommodation, car, travelling, relocation, insurances, telephone, IT, food, subsistence allowances, etc. or any contributions paid to such benefits.



5.2 The Football Agent's authority in accordance with clause 5.1. is:

Exclusive with regard to

\_\_\_\_\_

Non-exclusive with regard to

\_\_\_\_\_

5.3 The Football Agent's authority is limited in time, see clause 3 above.

5.4 The Football Agent is not authorized under this Contract to enter into any agreements on behalf of the Player or commit the Player to any other binding contractual relationship. All agreements are subject to the Player's final and express approval and personal signature.

## 6 The Football Agent's obligations

6.1 The Football Agent undertakes to safeguard the Player's interests during the term of this Contract. The Football Agent further undertakes not to safeguard any other interests that may conflict with the Player's interests as described herein. This means among other things that, in connection with negotiations for the Player's employment with or transfer to a given Club, the Football Agent 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 Football Agent 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 Football Agent gives prior written notice to all parties involved of any potential or actual conflict of interest which the Football Agent may have with one or more of the parties involved, and if the Football Agent obtains the express written consent of all parties involved before such negotiations are commenced.

6.3 If the Player and the Club wish to be represented by the same Football Agent 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 Player and the Club must agree in writing whether the Football Agent'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 DBU for purposes of the registration process.

6.4 The Football Agent undertakes to take on assignments only to the extent that the Football Agent is able to perform the relevant services effectively and efficiently.

6.5 The Football Agent undertakes to comply with the rules and regulations issued by DBU, UEFA and FIFA from time to time. The Football Agent further undertakes to comply with public law legislation on job placement and any other relevant mandatory legislation.

6.6 The Football Agent undertakes to continually keep account of all remuneration received and during the period from 1 January to 14 February to notify DBU of the total consolidated amount of remuneration earned by the Football Agent during the preceding calendar year under this Contract.



## **7 The Player's obligations**

- 7.1 A Player who has retained the services of the Football Agent under this Contract is responsible for ensuring that the signed Contract is received for registration by DBU at email: footballagent@dbu.dk no later than 5 workdays after signing. If this Contract does not reach DBU in time, it will terminate automatically.
- 7.2 If a Player contract is to be renegotiated and the Player has concluded a new contract with the Football Agent for this purpose, the Player must ensure that the new representation contract is submitted to DBU in accordance with clause 7.1.
- 7.3 The Player undertakes to notify the Football Agent of any offer or inquiry received by the Player from any Club or person affiliated with a Club that falls within the scope of the Football Agent's authority, see clause 5.
- 7.4 If the Football Agent's authority under clause 5 is fully or partly exclusive, the Player undertakes not to contract with other Football Agents contrary to the exclusivity agreed.
- 7.5 The Player undertakes to participate in all meetings in Denmark which are set up by the Football Agent 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 agreements concerning any payment or remuneration, must comply with the principles stated in the Regulations Governing Football Agents issued by DBU and/or FIFA from time to time and must be enclosed with this Contract and submitted to DBU for registration together with this Contract or, if such special agreements or arrangements are concluded subsequently, reach DBU 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 DBU 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 Danish law.

## **12 Disciplinary complaints and civil law disputes**

- 12.1 The parties hereby accept and agree to be bound by the provisions on complaints and disputes laid down in the Regulations Governing Football Agents issued by DBU and/or FIFA from time to time.



### 13 Data protection

- 13.1 In the course of its administration of Football Agent activities, Dansk Boldspil-Union processes various personal data about the Football Agent and the Player.
- 13.2 The basis for processing is article 6(1)(b) of the EU General Data Protection Regulation as the processing is necessary for the performance of this Contract.
- 13.3 The Football Agent must comply with applicable data protection law at all times and thus process the personal data in its possession in a safe and secure manner so as to protect the Players' personal data in compliance with data protection law.
- 13.4 See DBU's privacy policy for more information about DBU's data processing practices, which is available on the DBU website.

### 14 Signatures and submission for registration

- 14.1 This Contract is signed by the parties. After submission to DBU for registration, the contract will be returned by email to the Football Agent and the Player and, if applicable, the Player's guardian, and DBU will keep a copy in its files.
- 14.2 This Contract must be submitted to DBU for registration no later than 5 workdays after signing, see clause 7.1.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Football Agent (stamp and signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Player

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guardian (if the Player is under the age of 18)

Confirmation of receipt of the Contract:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dansk Boldspil-Union (stamp and signature)