

PLAYER CONTRACT

concluded between

(Name of the Club/GmbH)

(Address)

(ZVR/FN)

hereinafter referred to as "Club",

and

(First name + surname)

born on _____

domiciled in _____

hereinafter referred to as "Player".

I. Subject Matter

1. The Player is engaged by the Club as a professional football player under the terms and conditions specified in this Contract. The present Contract applies to the **highest / second highest** division of the Austrian Football League (Österreichische Fußball-Bundesliga). This Contract is subject to the labour and social law provisions for workers.
2. Moreover, the parties agree that the statutes of the Austrian Football League, all regulations of the Austrian Football League for the highest and second-highest divisions, the statutes and special provisions of the Austrian Football Association (ÖFB), the regulations for clubs and players affiliated with the Austrian Football Association and the provisions of the Fédération Internationale de Football Association (FIFA) and the Union of European Football Associations (UEFA), as currently applicable, shall apply insofar as they are relevant to the present contractual relationship.
3. All provisions of the collective agreement concluded between the Austrian Football League and the ÖGB, youunion_Die Daseinsgewerkschaft in the respective applicable version apply, unless the collective agreement itself provides for any transitional

provisions. The currently applicable collective agreement is available under the following links:

<https://www.oefbl.at/de/bestimmungen/oefbl>

<https://www.youunion.at/fussball>

II. Obligations of the Player

1. In addition to the provisions of the collective agreement in its currently applicable version, the Player agrees:
 - a) to obey the instructions of the Club, especially of the sport management. The Player agrees that only the Club's sporting management, particularly the coach, decides on the Player's participation in the highest or second-highest division and that the Player is obliged to participate in matches of the amateur team if instructed to do. The Player does not have any entitlement to play in the first representative team or amateur team nor to play in a special function or position. The Player is not entitled to claim any rights from the fact that he did not play or that he played in the amateur team or in any function or position he did not want to. Discriminatory special treatment of the Player shall be prohibited.
 - b) to treat with care all standardised clothes and any equipment made available to the Player for the term of the Contract. All clothes and equipment shall remain the property of the Club.
 - c) to promote all sponsors and commercial partners of the Club. Any advertising (in any form whatsoever) that competes with the economic interests of the Club is prohibited.
 - d) to conduct himself in public and in private in such a way that the reputation of the Club, the associations and the sport of football in general is not impaired. Public statements, especially interviews for TV, radio and the press, require the prior authorisation of the Club if the Player had the opportunity to obtain this authorisation. Statements to external persons about private affairs of third parties and internal affairs of the Club are not permitted either for the Player or for the Club.

The Club agrees to provide at its own expense all conditions that are customary in the industry and enable the Player to fulfil the obligations just listed.

2. The Club accepts a secondary activity of the Player as _____ as from _____. The working capacity of the Player may not be compromised by a secondary activity.

(Optional clause for U19-Players)

3. The Club grants the Player the opportunity until the end of his authorisation to play as a youth player to pursue education which does not interfere with the Player's work obligations.

III. Personal Rights

1. The Player grants the Club the authority, which shall be restricted to the subject matter of this Contract, to use his name, his picture, his voice and biographical material especially for marketing purposes worldwide and without any limitation in time. The usage shall also include the right of exploitation, publication, reproduction, dissemination, broadcasting, immaterial communication, in whole and/or in part, and for any other use (irrespective of whether it is now known or hereafter invented), especially also on the internet or other new media.
2. The Club has the right to assign these rights in whole or in part to contract partners of the Club, to grant sub-licences and/or exploitation rights and/or exploitation licences as well as to exercise these rights itself or through third parties.
3. The Player agrees to provide the Club with his autograph signature at any time in the original lettering, as a facsimile or in printed form for public relations purposes and/or for reproduction on souvenir and sales items procured by the Club - if necessary, also in connection with advertising by third parties - or to have it processed.
4. All proceeds generated from these public relations and advertising measures shall belong exclusively to the Club and are fully covered by the remuneration agreed in Clause IV.
5. In agreement with the Club the Player is permitted to utilise other sources of income, e.g. from interviews, writing and other sideline activities. Consent may only be refused by the Club if the employment relationship is directly affected. Once consent has been given, it may be withdrawn for good cause.
6. The Player notes that breaches of the above obligations may constitute good cause for premature termination of the Player's Contract (dismissal).
7. Clauses III 1, 2, 3 and 4 shall remain unaffected by a termination of the Contract.

IV. Working hours, place of work and remuneration

1. The Player's regular working hours are _____ hours/week and are to be split from Monday to Sunday as specified by the Club.
2. The Player's regular places of work are the training facilities used by the Club and the home stadium used by the Club for competitive matches. The Player shall also perform all contractually agreed duties while on business trips throughout the territory of the Republic of Austria, including abroad if necessary.
3. The Player receives a fixed monthly remuneration in the **highest (or) second highest** division in the gross amount of € _____ (in words: _____) fourteen times a year, whereby the Christmas allowance is paid with the monthly remuneration for November and the holiday allowance with the monthly remuneration for May. In the event of the Contract commencing or terminating during the year (for whatever reason), the 13th and 14th monthly remuneration (holiday and Christmas allowance) shall be calculated on a pro rata daily basis (based on the working hours completed in the calendar year).
4. The Player receives the following additional performance bonuses as a variable remuneration component for competitive matches in the **highest (or) second-highest** division:

for a win (3 points) in the gross amount of € _____ (in words:_____)

for a draw (1 point) in the gross amount of € _____ (in words:_____)

The Player receives the following performance bonuses for appearances in the amateur team:

for a win (3 points) in the gross amount of € _____ (in words:_____)

for a draw (1 point) in the gross amount of € _____ (in words:_____)

These performance bonuses are only due if the Player played at least _____.

If the Player played less than _____ in a match, he is entitled to __% of these performance bonuses.

If the Player played less than __ minutes, he is entitled to __% of these performance bonuses.

If the Player was not named in the match report, he will not receive any performance bonuses.

5. The Player receives the following additional achievement bonuses:

National Championship bonus (*Meisterprämie*) in the **highest** (or) **second-highest** division in the gross amount of € _____ (in words:_____)

Cup title bonus in the gross amount of € _____ (words:_____)

Qualification bonus for the **UCL/UEL/UECL** in the gross amount of € _____ (in words:_____)

The entitlement to these achievement bonuses exists if the employment relationship between the Player and the Club is effective at the time the respective goals are achieved. The entitlement does not exist if the employment relationship is interrupted by a loan agreement at the time of achievement.

6. The fixed monthly remuneration and the performance bonuses are paid monthly on the 10th of the following month.

(or)

The fixed monthly remuneration is due on the 5th of the following month.

Note: If applicable, the due date of the achievement bonuses must also be specified.

Note: Any benefits in kind (flat, car, etc.) must be specified.

7. The Player must inform the Club as soon as possible of a bank account opened at a bank institute based in the EU to which the Club can remit the monthly payments due in full satisfaction of debt. Until the Club has been notified of such a bank account, the Player must collect all payments from the Club.
8. *Note: It is recommended that the Club's obligation pursuant to § 9 lit a) of the collective agreement, in connection with football boots for training and matches and goalkeeper gloves, be specifically regulated.*

The Player is provided with the necessary football boots for training and matches/goalkeeper gloves to the extent XX/season by the Club.

(or)

If the Club does not provide the Player with the necessary equipment (football boots for training and matches/goalkeeper gloves), the Player shall receive an expense allowance of up to € XX/season. The respective amount will be payable with the next pay slip after submission of the corresponding invoice.

(or)

With the overpayment of the collectively agreed minimum wage, all claims in relation to equipment (football boots for training and matches/goalkeeper gloves) in accordance with § 9 lit a) of the collective agreement are settled.

9. *(Optional clause)* In the event that the Club, for whatever reasons, is only entitled to participate in the second-highest division of the Austrian Football League the Player's last fixed monthly remuneration shall be reduced by ___ % (in words: _____ percent), the last applicable performance bonuses shall be reduced by ___ % (in words: _____ percent).
10. *(Optional clause)* In the event the Club is promoted to the highest division of the Austrian Football League, the Player's last fixed monthly remuneration shall be increased by ___ % (in words: _____ percent), the last applicable performance bonuses shall be increased by ___ % (in words: _____ percent).
11. The above-mentioned remuneration covers all services of the Player of any kind whatsoever.
12. The Betriebliche Mitarbeiter- und Selbständigenvorsorgegesetz (BMSVG) shall apply to the severance payment entitlement of this employment relationship. The standardised Corporate Provision Fund ('Severance Fund') („Abfertigungskasse“) is _____.
13. The competent social insurance institution is the Österreichische Gesundheitskasse (ÖGK), 1100 Vienna, Wienerbergerstraße 15-19.

V. Prevention from performing obligations

1. If the Player is prevented from performing his obligations due to illness or accident, he must inform the Club without delay, i.e. on the date when the illness or accident occurred, in writing or by telephone. The notification must be sent to the Club's office. Notification is not required if the illness or accident has been diagnosed by the Club doctor. The Player must appear for all ordered duties even if he is unable to take part in training or matches, unless he is unable to attend for health reasons.
2. If an incapacity for work not diagnosed by the Club doctor lasts longer than 3 days, the Player must submit a confirmation from a contract doctor of the health insurance provider responsible for him, the Club doctor or a public health officer, which provides information on the expected duration of the incapacity for work, so that it is received by the Club no later than on the 4th day of the incapacity for work. The Club may also request the submission of such a confirmation if an absence from work lasts less than 3 days.
3. If the Player fails to comply with the above-mentioned obligations to notify the Club, the entitlement to continued remuneration is forfeited.

VI. Continued payment of remuneration

The provisions of the collective agreement as currently applicable apply.

VII. Annual leave

In addition to the provisions of the collective agreement as currently applicable, it is agreed that any remaining annual leave must be taken during any period of notice or during the period of a declared leave of absence at the end of the contractual relationship. In addition, it is agreed that annual leave must be taken during the training and competition-free period due to the needs of competitive match operations. Daily holiday consumption is acceptable.

VIII. Term and termination

1. **EU-/EEA-Player:** The contractual relationship shall take effect upon fulfilment of the below-mentioned conditions on _____ and terminates on _____ or at the end of the day of the last competitive match of the season _____ if this takes place after _____:
 - *(Optional clause)* Release by the former club so that the Player is entitled to play for the Club by _____ at the latest.
 - Positive medical test of the Player by a doctor approved by the Club which confirms that the Player meets the physical and medical requirements of a professional football player.
1. **Non-EU-/EEA-Player (third-country nationals):** The contractual relationship shall take effect upon fulfilment of the below-mentioned conditions on the day of receipt of an employment permit in compliance with all provisions of the Act Governing the Employment of Foreign Nationals (*Ausländerbeschäftigungsgesetz*) and terminates on _____ or at the end of the day of the last competitive match of the season _____, if this takes place after _____:

- (*Optional clause*) Release by the former club so that the Player is entitled to play for the Club by _____ at the latest.
 - Positive medical test of the Player by a doctor approved by the Club which confirms that the Player meets the physical and medical requirements of a professional football player.
2. (*Optional clause*) The Club has the option to extend the present Contract by registered letter until _____ (date of dispatch of the letter) under the following conditions until _____. In this case, the last fixed monthly remuneration received shall be increased by _____% (in words: _____ percent) for the period extending beyond the original term of the Contract. *Optional: Fixed amount.* The last performance bonuses in force will increase by _____% (in words: _____ percent) for this period. *Optional: Fixed amount.*
3. (*Optional clause*) In the event that the Club, for whatever reasons, is no longer entitled to play in the Austrian Football League - irrespective of whether in the highest or second highest division - the Player Contract with the Club terminates.
- (*or*)
- In the event that the Club, for whatever reasons, is no longer entitled to play in the Austrian Football League - irrespective of whether in the highest or second highest division - the Player Contract remains in force, whereby the Player's last fixed monthly remuneration is reduced by ____ % (in words: _____ percent) and the last applicable performance bonuses are reduced by ____ % (in words: _____ percent).
- (*and/or for non-EU/EEA-Player*)
- The Player Contract with the Club is automatically terminated upon the expiry or non-renewal or withdrawal of the employment permit in accordance with the Act Governing the Employment of Foreign Nationals (*Ausländerbeschäftigungsgesetz*).
4. The Club is entitled to terminate the Contract at any time for good cause. The following misconduct in particular is considered to be good cause that entitles the Club to terminate this Player Contract with immediate effect and thus to dismiss the Player:
- Breach of material contractual obligations;
 - Use of illegal doping substances and drugs and excessive consumption of alcohol in public;
 - Assaults against persons involved in a match;
 - Any criminal behaviour that deems him unworthy of the Club's trust;
 - Any participation whatsoever in betting and/or match fixing in connection with matches of the Austrian Football League.

5. The Player is entitled to terminate the Contract prematurely under the following circumstances:
- if the Player becomes unable to continue to perform his duties or unable to continue to perform his duties without detriment to his health or morals;
 - in the event of improper reduction of the remuneration due to the Player by the Club or in the event of breach of other material terms of the Contract by the Club;
 - if the Club refuses to comply with its legal obligations to protect the Player's life, health or morals;
 - if the Club commits acts of assault, violation of morality or serious defamation against the Player or his relatives or refuses to protect the Player against such acts by an employee or a member of the Club.

6. Any compensation due under Art. 17 of the FIFA Regulations on the Status and Transfer of Players shall be assessed at € _____ (in words: _____).

IX. Data protection

Within this contractual relationship the Club processes the Player's personal data. The legally required information on the data processing is included in annex 2 („Information on data privacy protection“).

X. Final provisions

1. This Contract conclusively regulates all the Player's claims against the Club. Any agreements made before or upon conclusion of the Contract, declarations of intent or knowledge and other circumstances of legal significance shall cease to be effective upon signature of this Contract. Any amendment or addition to this Contract must be made in writing, as must any waiver of the written form requirement.
2. Should any individual provisions of this Contract be or become invalid, this shall not affect the legal validity of the remaining contractual provisions. In such a case, the invalid provision shall be reinterpreted or supplemented in such a way that the intended economic success is achieved.
3. The parties agree to submit all disputes arising from the Player Contract to the competent Senate of the Austrian Football League before taking legal action at the competent (labour and social law) court. The competent Senate shall conduct a (free) dispute resolution procedure (*Schlichtungsverfahren*) in accordance with the statutes of the Austrian Football League. The relevant regulations under association law shall apply accordingly.
4. It is noted that, for disciplinary proceedings of the Austrian Football League and the Austrian Football Association against the Player, his legal domicile (valid delivery address) is based at the registered office of the Club. The Club is obliged to inform the Player immediately of any decisions or other procedural documents that are disclosed to him by the competent bodies of the Austrian Football League or the Austrian Football Association.
5. Any rights and obligations resulting from this Contract shall be assigned to the legal successors of the Club.
6. The Player agrees to immediately notify the Club in writing of any changes of his personal data (name, marital status, number of children, etc.) and his domicile, address for service and bank details.
7. Mr/Ms _____, FIFA licence number _____, acted for the Player during the contract negotiations.
Mr/Ms _____, FIFA licence number _____, acted for the Club during the contract negotiations. The football agent warrants that all documents (in particular the representation agreement) and the requirements of the relevant (inter)national provisions are met.

(*Optional clause*) It is noted that neither the Player nor the Club was represented by a football agent during the contract negotiations.

8. This Contract is governed by Austrian law. Subject to X.3 of this Contract, the parties agree to submit all legal disputes between them arising from this Contract to the exclusive jurisdiction of the competent regional court as labour and social court.
9. This Contract shall be executed in two counterparts. The Club and the Player shall each receive one counterpart. The Club is obliged to submit a digital copy of the signed Contract to the Austrian Football League without delay.
10. Upon termination of the contractual relationship, the Club is obliged to grant the necessary release and to provide all necessary declarations for this purpose.
11. The Player is obliged to assert any claims against the Club arising from the Player Contract in writing within six months of the termination of the Player Contract (and provide evidence of this), otherwise such claims lapse. If the claim is raised in good time, the periods of forfeiture and limitation are preserved.

(Place), on (date)

.....
Player

.....
Club

Optional:

.....
Legal guardian

Optional

.....
Football Agent

Appendix:

Appendix 1: Declaration of Integrity

Appendix 2 Information on data privacy protection

Declaration of Integrity

The sport of football and the integrity and credibility of sport competitions need to be protected against any form of abuse. Match fixing, attempted match fixing or any other forms of corruption will not be tolerated and shall entail sanctions based on rules of sport associations as well as criminal consequences.

The Player herewith confirms that he

- has knowledge about the provisions of the Disciplinary Regulations of the Austrian Football Association related to undue influence (including bribery, undue sports betting), violation of the fair play concept and in particular of the obligation to notify based on §115a of the Disciplinary Regulations of the Austrian Football Association;
- has been informed that he can view all (inter)national provisions in the Club's office at any time;
- has been informed about the establishment and tasks of the Play Fair Code association and the ombudsman facility which has been set up.

The Player additionally confirms

- not to have been approached at any point in time in connection with match fixing nor to have knowledge that third parties have been approached in such a way and to have properly reported such contact or knowledge in accordance with regulations;
- that he has not made, and will not make, any bets on his own Club or any club of his division, and that he has not designated, and will not designate, any third party to make such a bet at any point in time;
- that he has not used or passed on, and will not use or pass on, non-publicly accessible information at any point in time to which he has access due to his function in football and that may damage the integrity of matches or competitions.

The Player undertakes

- to notify the competent association immediately and without exception of any violation of the fair play concept by third parties or breaches of relevant provisions by third parties;
- to take part in prevention courses organised by the Play Fair Code association and relevant measures and activities of the Club and/or the Austrian Football League with public impact;
- to cooperate unreservedly with the Club, the associations and the investigating authorities if there is suspicion of a violation of the integrity provisions of any kind whatsoever;
- to compensate the Club for any and all damage to the Club if any (inter)national integrity provisions have been violated.

.....
DatePlayer

.....

Information on data privacy protection

The club informs the player about the processing of his data:

The club is liable for the data processing.

Within this contractual relationship the club processes personal data of the players, which will be treated confidentially and will only be passed on for the following purposes:

1.) General data processing within the player contract

- a) The processing of the contract data occurs for the performance of the contract or is based on a legal basis within the framework or performance of the contract. The data is processed for the formal handling of the club's business transactions and, in addition, for wage/salary and pecuniary settlements and for compliance with obligations to record, inform and report as required by laws, standards, collective agreements or employment obligations.
- b) Data relating to the contract will be recorded both during and after termination of the employment relationship. This retention aims to clarify in the future arising questions concerning accident insurance, pension insurance etc. (maximum until retirement).
- c) For the players' administration and in performance of the tasks assigned to the Austrian Football League (Österreichische Fußball-Bundesliga) in point I.2. of this contract, the data of the contract may be transmitted to the following recipients:

- **Austrian Football League (Österreichische Fußball-Bundesliga)**
Rotenberggasse 1, 1130 Vienna
E-Mail: datenschutz@bundesliga.at
- **Austrian Football Association (ÖFB)**
Meiereistraße 7, 1020 Vienna
E-Mail: datenschutz@oefb.at
- **Union des Associations Européennes de Football (UEFA)**
Route de Genève 46, Case postale, 1260 Nyon, Switzerland
E-Mail: privacy@uefa.ch
- **Fédération Internationale de Football Association (FIFA)**
FIFA-Strasse 20, 8044 Zurich, Switzerland
E-Mail: dataprotection@fifa.org

In addition, the relevant data in each individual case is transmitted to the following categories of recipients: banks, legal representatives, chartered public accountants, auditors and tax consultants, courts, competent administrative authorities, inspectorates, workforce representations and unions, provision funds, severance funds, social insurance funds and pension funds.

2.) Data processing for execution of the contract

- a) Data processing occurs for the performance of a contract or is based on a legal basis necessary for the execution of the training, match operations, transfer as well as doping controls.
- b) The transfer or publication of data relevant to matches in each individual case occurs in order to perform a contract or is based on a legitimate interest. Legitimate interest in publication of the data results from the public interest in provision of player-relevant information. Publication of information about a player, such as player transfers, line-ups or statistics etc. forms an essential part of Austrian football culture. In addition, all information is transmitted to the Austrian football league (Österreichische Fußball-Bundesliga), Rotenberggasse 1, 1130 Vienna, E-Mail: datenschutz@bundesliga.at.

3.) Data processing for ensuring the performance of the player

- a) The processing of data concerning health, which serves to support player performances or to determine the players ability to work, happens to fulfil a contractual relationship or on the basis of legal obligations and/or on the basis of the regulations laid down in the "Collective Agreement for Soccer Players of the Austrian Soccer League" ("Kollektivvertrag für FußballspielerInnen der Österreichischen Fußball-Bundesliga").
- b) The retention of data concerning health is essential for the performance of the footballplayer employer's duties. Information concerning the player's health may only be published with his written consent.

4.) Data processing for archiving purpose

The processing of player data, which is of relevance for the public interest continues after termination of the players contract due to legitimate interest for archive management in public interest. The legitimate interest in archiving and publishing this data results from the public's interest in sporting events.

5.) Further information

- a) The player has the right of access to the recorded data according to Art 15 GDPR, the right to rectification according to Art 16 GDPR, the right to erasure according to Art 17 GDPR, the right to restriction of processing according to Art 18 GDPR, the right to data portability according to Art 20 GDPR as well as the right to object against unreasonable data processing according to Art 21 GDPR.
- b) The player has the right to file complaints to the supervisory authority. In Austria, the competent body is the Austrian Data Protection Authority (Österreichische Datenschutzbehörde). The address is: Austrian Data Protection Authority (Österreichische Datenschutzbehörde), Barichgasse 40-42, 1030 Vienna, Phone: +43 1 52 152-0, E-Mail: dsb@dsb.gv.at.

Taken note of:

.....
Date

.....
Player