

FIFA[®]

Football Agent Regulations for HKFA



TITLE I: GENERAL RULES	6
1 Objectives	6
2 Scope	7
TITLE II. BECOMING A FOOTBALL AGENT	8
3 General provisions	8
4 Compliance with eligibility requirements	8
TITLE III. ACTING AS A FOOTBALL AGENT	9
5 General provisions	9
6 Representation	9
7 Representation of minors	12
8 Service fee – general principles	13
9 Service fee cap	15
10 Rights and obligations	17
11 Compliance with ongoing licensing requirements	20
TITLE IV. RIGHTS AND OBLIGATIONS OF CLIENTS	21
12 Engagement of Football Agents	21
TITLE V. DISCLOSURE AND PUBLICATION	23
13 Disclosure and publication	23
TITLE VI. DISPUTES	23
14 Jurisdiction	23
TITLE VII. DISCIPLINARY MATTERS	24
15 Competence and enforcement	24
TITLE VIII. FINAL PROVISIONS	26
16 Transitory provisions	26
17 Matters not provided for	27
18 Enforcement	27

DEFINITIONS

For the purpose of these regulations, the terms set out in the Rules of The Football Association of Hong Kong, China Limited, FIFA Statutes, the FIFA/HKFA Regulations on the Status and Transfer of Players as well as the following definitions (initial capitals) shall apply:

Agency: an organisation, entity, firm or private company retaining, comprising, employing or otherwise acting as a vehicle for the business affairs of one or more Football Agents.

Approach: (i) any physical, in-person contact or contact via any means of electronic communication with a Client; (ii) any direct or indirect contact with another person or organisation linked to a Client, such as a family member or friend; or (iii) any action when a Football Agent uses or directs another person or organisation to contact a Client on their behalf in the manner described in (i) or (ii) above.

Client: a member association, club, player, coach, or Single-Entity League that may engage a Football Agent to provide Football Agent Services.

Connected Football Agent: a Football Agent is connected to another Football Agent as a result of their: (i) being employed or contractually retained by the same Agency through which Football Agent Services are conducted; (ii) both being directors, shareholders in, or co-owners of the same Agency through which Football Agent Services are conducted; (iii) being married to one another, domestic partners, siblings of one another, or parent and child or stepchild; or (iv) them having made any contractual or other arrangements, whether formal or informal, to cooperate, on more than one occasion, in the provision of any services or to share the revenue or profits of any part of their Football Agent Services.

Engaging Entity: a club, member association or Single-Entity League that may engage a player or coach.

Football Agent: a natural person licensed by FIFA to perform Football Agent Services.

Football Agent Services: football-related services performed for or on behalf of a Client, including any negotiation, communication relating or preparatory to the same, or other related activity, with the purpose, objective and/or intention of concluding a Transaction.

Individual: player or coach.

Interest: (i) any beneficial ownership of a legal person through which the relevant activities of those entities are conducted, except an ordinary and freely accessible non-transferrable personal membership entitling its owner to a single vote in club affairs; and/or (ii) being in a position that may enable the exercise of a material, financial, commercial, administrative, managerial or any other influence over the affairs of a natural or legal person whether directly or indirectly and whether formally or informally.

Other Services: any services performed by a Football Agent for or on behalf of a Client other than Football Agent Services, including but not limited to providing legal advice, financial planning, scouting, consultancy, management of image rights and negotiating commercial contracts.

Platform: the digital platform operated by FIFA through which the licensing process, dispute resolution process, continuing professional development (**CPD**) and reporting shall occur.

Regulations: these Football Agent Regulations, as amended from time to time.

Releasing Entity: a club, member association or Single-Entity League that a player or coach is leaving to be employed and/or registered by an Engaging Entity.

Remuneration: gross financial compensation for employment set out in a negotiated employment contract, which includes base salary, any sign-on fee, and any amount payable if certain conditions are fulfilled (for example, a loyalty or performance bonus). For the avoidance of doubt, any future transfer compensation agreed to and any non-salary benefits, such as the provision of a vehicle, accommodation or telephony services, are not considered in the calculation of the gross financial compensation.

Representation Agreement: a written agreement for the purpose of establishing a legal relationship to provide Football Agent Services.

RSTP: the FIFA/HKFA Regulations on the Status and Transfer of Players, as amended from time to time.

RWWI: the FIFA Regulations on Working with Intermediaries.

HKFA: The Football Association of Hong Kong, China Limited

HKFA Regulations on Working with Intermediaries: The Football Association of Hong Kong, China Limited Regulations on Working with Intermediaries.

Single-Entity League: an entity affiliated to a member association that organises a league (or leagues) and represents the common interests of its clubs, for example, by, acting as the employer of all club players, including the relevant League/Entity affiliated to the HKFA.

Specified Transaction: a Transaction where all of the parties involved are defined and identified.

Transaction: (i) the employment, registration or deregistration of a player with a club or a Single-Entity League; (ii) the employment of a coach with a club, Single-Entity League or a member association; (iii) the transfer of the registration of a player from one club to another; (iv) the creation, termination or variation of an Individual's terms of employment.

Terms referring to natural persons are applicable to both genders. Any term in the singular applies to the plural and vice versa.

TITLE I: GENERAL RULES

1

Objectives

1.

FIFA has a statutory obligation to regulate all matters relating to the football transfer system. The core objectives of the football transfer system are to:

- a) protect the contractual stability between professional players and clubs;
- b) encourage the training of young players;
- c) promote a spirit of solidarity between elite and grassroots football;
- d) protect minors;
- e) maintain competitive balance; and
- f) ensure the regularity of sporting competitions.

2.

Regulation of the occupation of Football Agent ensures that the conduct of a Football Agent is consistent with both the core objectives of the football transfer system and the following objectives:

- a) Raising and setting minimum professional and ethical standards for the occupation of Football Agent
- b) Ensuring the quality of the service provided by Football Agents to Clients at fair and reasonable service fees that are uniformly applicable
- c) Limiting conflicts of interest to protect Clients from unethical conduct
- d) Improving financial and administrative transparency
- e) Protecting players who lack experience or information relating to the football transfer system
- f) Enhancing contractual stability between players, coaches and clubs
- g) Preventing abusive, excessive and speculative practices

2

Scope

1.

These Regulations govern the occupation of Football Agents within the territory under the jurisdiction of the HKFA and apply:

- a) to all Representation Agreements that have a territorial dimension; or
- b) any conduct connected to a territorial transfer or territorial Transaction.

2.

A Representation Agreement will have a territorial dimension whenever:

- a) it governs Football Agent Services related to a Specified Transaction in connection with a territorial transfer within the jurisdiction and territory of the HKFA (or a move of a coach between two clubs both affiliated to the HKFA or between a club affiliated to the HKFA and a representative team of the HKFA); or
- b) it governs Football Agent Services related to more than one Specified Transaction, one of which is connected to territorial transfers within the jurisdiction and territory of the HKFA (or a move of a coach between two clubs both affiliated to the HKFA or between a club affiliated to the HKFA and a representative team of the HKFA).

3.

These Regulations also apply to Representation Agreements which govern Football Agent Services not related to Specified Transactions connected to an international transfer but the Client is registered or domiciled in the territory under the jurisdiction of the HKFA at the time such Representation Agreements are signed.

TITLE II. BECOMING A FOOTBALL AGENT

3

General provisions

1.

A natural person may become a Football Agent by following the procedure established under arts. 4-10 of the FIFA Football Agent Regulations.

2.

A person formerly licensed as an agent pursuant to the FIFA Players' Agent Regulations is exempt from the requirement to pass an exam established in the FIFA Football Agent Regulations provided that they meet the conditions established under article 23 of the FIFA Football Agent Regulations.

3.

The licence issued by FIFA authorises the Football Agent to conduct Football Agent Services on the territory of the HKFA. A Football Agent that performs Football Agent Services on the territory of the HKFA will be subject to these Regulations and all regulations of the HKFA applicable to Football Agents.

4

Compliance with eligibility requirements

1.

The HKFA shall report to FIFA any allegations or suspicions regarding any Football Agent's or applicant's non-compliance with the eligibility requirements under article 5 of the FIFA Football Agent Regulations.

2.:

The HKFA shall assist FIFA in investigating any potential non-compliance with the eligibility requirements established under article 5 of the FIFA Football Agent Regulations by providing all relevant information at its disposal or requested by FIFA.

TITLE III. ACTING AS A FOOTBALL AGENT

5

General provisions

1.

Only a Football Agent may perform Football Agent Services.

2.

A Football Agent must always satisfy the eligibility requirements in article 5 of the FIFA Football Agent Regulations.

3.

A Football Agent may conduct their business affairs through an Agency. Any employees or contractors hired by the Agency that are not Football Agents may not perform Football Agent Services or make any Approach to a potential Client to enter into a Representation Agreement. A Football Agent remains fully responsible for any conduct by their Agency, its employees, contractors or other representatives should they violate these Regulations.

4.

The following natural or legal persons may not have an Interest in any affairs of a Football Agent or their Agency:

a) Clients

b) Any person who is ineligible to become a Football Agent under article 5 of these Regulations

c) Any person or entity that owns or holds, whether directly or indirectly, any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP

6

Representation

1.

A Football Agent may only perform Football Agent Services for a Client after having entered into a written Representation Agreement with that Client.

2.

Only a Football Agent may Approach a potential Client or enter into a Representation

Agreement with a Client for the provision of Football Agent Services.

3.

A Representation Agreement concluded between an Individual and a Football Agent may not exceed two years. This term may be extended by a new Representation Agreement only. Any automatic renewal provision, or any other provision that purports to extend any term of the Representation Agreement beyond the maximum period, shall be null and void.

4.

A Football Agent may only execute one Representation Agreement with the same Individual at any one time. Before entering into a Representation Agreement with an Individual, or before amending an existing Representation Agreement with an Individual, the Football Agent shall:

- a) inform the Individual in writing that they should consider taking independent legal advice in relation to the Representation Agreement; and
- b) obtain the Individual's written confirmation that they have either obtained or decided not to take such independent legal advice.

5.

A Representation Agreement concluded between an Engaging Entity or Releasing Entity and a Football Agent is not subject to a maximum duration.

6.

A Football Agent may execute multiple Representation Agreements with the same Engaging Entity or Releasing Entity at any one time, subject to those agreements relating to different Transactions.

7.

A Representation Agreement is valid only if it contains the following minimum requirements:

- a) The names of the parties
- b) The duration (if applicable)
- c) The amount of the service fee due to the Football Agent
- d) The nature of the Football Agent Services to be provided
- e) The parties' signatures

8.

A Football Agent may only perform Football Agent Services and Other Services for one party in a Transaction, subject to the sole exception in this article.

- a) Permitted dual representation: a Football Agent may perform Football Agent Services and Other Services for an Individual and an Engaging Entity in the same Transaction, provided that prior explicit written consent is given by both Clients.

9.

A Football Agent may, in particular, not perform Football Agent Services or Other Services in the same Transaction for:

- a) a Releasing Entity and Individual; or
- b) a Releasing Entity and Engaging Entity; or
- c) all parties within the same Transaction.

10.

A Football Agent and a Connected Football Agent may not perform Football Agent Services or Other Services for different Clients in the same Transaction, except in accordance with paragraph 8 of this article.

11.

Any relevant transfer or employment agreement in a Transaction that is concluded following the provision of Football Agent Services shall specify the Football Agent's name, their Client, their FIFA licence number and their signature.

12.

A Client may negotiate and conclude a Transaction without engaging a Football Agent. If this is the case, this shall be explicitly stated in the relevant transfer or employment agreement.

13.

Any clause in a Representation Agreement that:

- a) limits an Individual's ability to autonomously negotiate and conclude an employment contract without the involvement of a Football Agent; and/or
- b) penalises an Individual if they autonomously negotiate and/or conclude an employment contract without the involvement of a Football Agent

will be null and void.

14.

A Representation Agreement may be terminated at any time by either party if there is just cause to do so. A party revoking or terminating a Representation Agreement without just cause must compensate the other party for any resulting damage. There is just cause to terminate a Representation Agreement when a party can no longer reasonably be expected, according to the principle of good faith, to continue the contractual relationship for the agreed term. This includes, but is not limited to, the following situations:

- a) the withdrawal or suspension of a Football Agent licence
- b) a ban on taking part in any football-related activity
- c) a ban on registering new players, either territorial or internationally, for at least one entire registration period

7

Representation of minors

1.

An Approach (and/or any subsequent execution of a Representation Agreement) to a minor or their legal guardian in relation to any Football Agent Services may only be made no more than six months before the minor reaches the age where they may sign their first professional contract in accordance with the law applicable in the country or territory where the minor will be employed. This Approach may only be made once prior written consent has been obtained from the minor's legal guardian.

2.

A Football Agent that wishes to represent a minor or represent a club in a Transaction involving a minor shall first successfully complete the designated CPD course on minors and comply with any requirement to represent a minor established by the law applicable in the country or territory of the member association where the minor will be employed.

3.

A Representation Agreement between a Football Agent and a minor shall only be enforceable where:

- a) the Representation Agreement meets the minimum requirements provided in article 12 paragraph 7 of the FIFA Football Agent Regulations;

- b) the Football Agent has complied with paragraphs 1 and 2 of this article; and
- c) the Representation Agreement is signed by the minor and their legal guardian as provided by the law applicable in the country or territory of the member association where the minor will be employed.

4.

Any violation of paragraph 1 shall be sanctioned, at a minimum, with a fine and a suspension of a Football Agent licence of up to two years.

8

Service fee – general principles

1.

A Football Agent may charge a service fee to a Client as agreed in a Representation Agreement.

2.

Payment of the service fee due under a Representation Agreement shall be made exclusively by the Client of the Football Agent. A Client may not contract with or authorise any third party to make such payment.

3.

The only exception to the principle in paragraph 2 of this article is when a Football Agent is representing an Individual and their negotiated annual Remuneration is less than HKD1,540,000, not counting any conditional payments. In such cases, an Engaging Entity may agree with an Individual to pay the service fee for that Transaction to their Football Agent in accordance with the Representation Agreement. All of the following conditions must apply:

- a) The service fee payment made by the Engaging Entity on behalf of the Individual shall not affect the fiduciary duty of the Football Agent to the Individual. It must also not create any dependency or subordination of the Football Agent towards the Engaging Entity.
- b) The service fee payment made by the Engaging Entity on behalf of the Individual must be no higher than the agreed service fee in the Representation Agreement between the Individual and Football Agent.
- c) The Engaging Entity may not deduct any service fee payment made pursuant to paragraph 3 of this article from the Individual's Remuneration.

4.

The service fee due to a Football Agent shall be paid on an invoice basis.

5.

A Football Agent is entitled to receive a service fee only if the fee corresponds to the services stipulated in advance in a Representation Agreement, and the Representation Agreement is in force at the time at which the relevant Football Agent Services are performed.

- a) Where an employment contract has a duration longer than the associated Representation Agreement, a Football Agent may receive a service fee after expiry of the Representation Agreement as long as the Individual's negotiated employment contract is still in effect, and provided that this is expressly agreed with the Client in the Representation Agreement.

6.

Payment of any service fee shall be made after the closure of the relevant registration period and in instalments every three months for the duration of the negotiated employment contract.

7.

Only the Remuneration actually received by an Individual shall be subject to the payment of a service fee, calculated on a pro-rata basis.

8.

Where a negotiated employment contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated employment contract.

9.

A Football Agent may not receive a service fee when engaged to perform Football Agent Services relating to a minor unless the relevant player is signing their first or subsequent professional contract in accordance with the law applicable in the country or territory of the member association where the minor will be employed.

10.

Where a Football Agent acts on behalf of an Engaging Entity and an Individual in the same Transaction under article 12 paragraph 8 (a) of these Regulations (permitted dual representation), the Engaging Entity may pay up to 50% of the total service fee due.

11.

A Releasing Entity shall pay a service fee to a Football Agent following receipt of each instalment of the transfer compensation due to the Releasing Entity. The Releasing Entity shall duly inform the Football Agent of any such instalments received.

12.

A Football Agent is not entitled to receive any service fee not yet due deriving from a negotiated employment contract where:

- a) the Individual transfers to another Engaging Entity before the negotiated employment contract expires; or
- b) the negotiated employment contract is prematurely terminated by the Individual without just cause and the Football Agent still represents the Individual at the time of that termination.

13.

All service fee payments to Football Agents shall be made through the FIFA Clearing House in accordance with the FIFA Clearing House Regulations.

- a) If the FIFA Clearing House Regulations do not regulate service fee payments to Football Agents when these Regulations enter into force, payment shall be made directly to the Football Agent until such time that the FIFA Clearing House Regulations regulate service fee payments.

9

Service fee cap

1.

The service fee payable to a Football Agent for the performance of Football Agent Services shall be calculated as follows:

- a) When representing an Individual or Engaging Entity: based on the Individual's Remuneration
- b) When representing a Releasing Entity: based on the transfer compensation for the relevant Transaction

2.

The maximum service fee payable for the provision of Football Agent Services in a Transaction, regardless of the number of Football Agents providing Football Agent Services to a particular Client, is:

Client	Service fee cap	
	<i>Individual's annual Remuneration less than or equal to HKD1,540,000</i>	<i>Individual's annual Remuneration above HKD1,540,000</i>
Individual	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity	5% of the Individual's Remuneration	3% of the Individual's Remuneration
Engaging Entity and Individual (permitted dual representation)	10% of the Individual's Remuneration	6% of the Individual's Remuneration
Releasing Entity (transfer compensation)	10% of the transfer compensation	

For the avoidance of doubt, the following shall apply:

- a) The calculation to determine the relevant service fee cap of the Individual's Remuneration may not take into account any conditional payments.
- b) If an Individual's Remuneration is above HKD 1,540,000, the annual excess above that amount shall be subject to a service fee cap of 3% if the Football Agent is representing an Individual or an Engaging Entity or 6% if they are representing both an Engaging Entity and an Individual (permitted dual representation).
- c) The calculation of the transfer compensation may not include:
 - i. any amount paid as compensation for breach of contract pursuant to article 17 or Annexe 2 of the RSTP; and/or
 - ii. any sell-on fee.

3.

Where a Football Agent or a Connected Football Agent, in the 24 months prior to or following a Transaction, performs Other Services for a Client involved in that Transaction, it shall be presumed that the Other Services formed part of the Football Agent Services performed in that Transaction, unless proven to the contrary.

4.

Where a Football Agent and/or Client fails to rebut the presumption in paragraph 3 of this article, the fees paid for the Other Services shall be deemed to be part of the

service fee paid for the Football Agent Services performed in that Transaction.

10 Rights and obligations

1.

A Football Agent may:

- a) provide Football Agent Services to any Client that executes a written Representation Agreement that contains the minimum terms described in article 6 of these Regulations and in article 12 of the FIFA Football Agent Regulations;
- b) not Approach a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement;
- c) not enter into a Representation Agreement with a Client that is bound by an exclusive Representation Agreement with another Football Agent, except in the final two months of that exclusive Representation Agreement.

2.

A Football Agent shall:

- a) always act in the best interests of their Client(s);
- b) respect and adhere to the Statutes, regulations, directives and decisions of the competent bodies of FIFA, the confederations and member associations;
- c) avoid conflicts of interest while providing their Football Agent Services;
- d) ensure that their name, licence number, signature and the name of their Client appear in any contracts resulting from the provision of their Football Agent Services;
- e) always meet the eligibility requirements while licensed, as described in articles 5 and 17 of the FIFA Football Agents Regulations;
- f) pay an annual licence fee to FIFA within the deadline stipulated on the Platform, as described in articles 7 and 17 of the FIFA Football Agent Regulations;
- g) comply with the CPD requirements, as described in articles 9 and 17 of the FIFA Football Agent Regulations;

- h) comply with the ongoing disclosure and reporting requirements, as described under j) below and in paragraph 4 of this article;
- i) immediately report any breaches of these Regulations, or FIFA, confederation or member association rules, regulations or codes of conduct to the relevant authority or body;
- j) upload to the Platform*:
 - i. within 14 days of execution, amendment or termination of a Representation Agreement: the relevant Representation Agreement and the information requested on the Platform;
 - ii. within 14 days of execution: any agreement with a Client other than a Representation Agreement, including but not limited to agreements relating to Other Services and the information requested on the Platform;
 - iii. within 14 days of payment of a service fee: the information requested on the Platform;
 - iv. within 14 days of payment of a fee related to any agreement entered into with a Client other than a Representation Agreement: the information requested on the Platform;
 - v. within 14 days of occurrence: any contractual or other arrangement between Football Agents to cooperate in the provision of any services or to share the revenue or profits of any part of their Football Agent Services;
 - vi. within 14 days of occurrence: any information that may impact the obligation to meet the eligibility requirements; and
 - vii. within 14 days of occurrence: any settlement agreement entered into with a Client or another Football Agent.
- k) if they conduct their business affairs through an Agency, upload to the Platform*:
 - i. within 14 days of the first Transaction involving the Agency: its ownership structure, the identity of the shareholders, the percentage owned in its share capital and/or identity of its beneficial owners;

*Currently the Platform cannot be used for domestic reporting (i.e. reporting where the HKFA has jurisdiction to resolve disputes). Such kinds of reporting (i.e. Representation Agreements without an international dimension) shall be conducted by email unless and until the Platform is ready for domestic reporting.

- ii. within 14 days of the first Transaction involving the Agency: the number of Football Agents that use the same Agency to conduct their business affairs and the name of all its employees; and
- iii. within 30 days of occurrence: any changes to any of the information previously provided in relation to the Agency.

3.

A Football Agent may not engage, or attempt to engage, in the following conduct:

- a) Approach, enter into negotiations, take any steps, solicit or in any way facilitate discussions between parties with a view to a Transaction (including the making of statements to the media), regarding any Individual with the aim of inducing them to prematurely terminate their employment contract without just cause or violate any obligations in their employment contract.
- b) Offer or pay any undue personal, pecuniary or other advantage, either directly or indirectly, to:
 - i. any official or employee of a member association, club or Single-Entity League in connection with Football Agent Services; or
 - ii. an Individual (or any family member or legal guardian or friend of that Individual) in relation to a Representation Agreement with that Football Agent.
- c) Conceal material facts from a Client, including without limitation:
 - i. failing to declare a conflict of interest (even if such conflict would otherwise be permitted in accordance with these Regulations); or
 - ii. failing to report a written offer (by any means of communication) made to a Client.
- d) Circumvent the cap established by these Regulations, either directly or indirectly, by, for example and without limitation, intentionally increasing the service fee charged or that otherwise would have been charged to the Client for Other Services.
- e) Accept payment of any transfer compensation or training reward that is payable in connection with a player's transfer between clubs. This includes, without limitation, any rights as described in article 18ter of the RSTP.

- f) Be involved, directly or indirectly, in a bridge transfer as defined in the RSTP or own or hold any rights relating to the registration of a player, in violation of article 18bis or article 18ter of the RSTP.
- g) Violate these Regulations in any other way.

4.

With regard to disclosure and reporting, a Football Agent shall:

- a) immediately inform a Client of any written offer (by any means of communication) they have received in relation to their Client;
- b) provide to a Client, on request, a copy of the relevant Representation Agreement or any other written agreements in relation to Other Services, a copy of the employment contract or any other written documents obtained in relation to the Football Agent Services, a schedule detailing payments of any kind whatsoever made to the Football Agent in relation to a Transaction in which they were involved; and
- c) upon request, cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request for any type of information in any form.

11 Compliance with ongoing licensing requirements

1.

If a Football Agent fails to:

- a) meet the eligibility requirements at any time;
- b) pay the annual licence fee to FIFA within the deadline stipulated on the Platform;
- c) comply with the CPD requirements in a calendar year; or
- d) comply with their reporting obligations;

their licence shall automatically be provisionally suspended.

2.

The FIFA general secretariat is responsible for investigating compliance with the requirements in paragraph 1 of this article.

3.

If paragraph 1 a) of this article applies:

- a) the FIFA general secretariat will notify the Football Agent that it believes there are grounds to consider that they do not meet the eligibility requirements, and of the automatic provisional suspension; and
- b) the matter will be referred to the FIFA Disciplinary Committee for its decision.

4.

If one or more of the circumstances described in paragraphs 1(b), (c) or (d) of this article apply:

- a) the FIFA general secretariat will notify the Football Agent of their non-compliance and of the automatic provisional suspension; and
- b) if the Football Agent fails to rectify their non-compliance within sixty days of their licence being automatically provisionally suspended, their licence shall be withdrawn.

TITLE IV. RIGHTS AND OBLIGATIONS OF CLIENTS

12

Engagement of Football Agents

1.

Clients:

- a) may engage a Football Agent to perform Football Agent Services provided that they do not choose to undertake such activities themselves;
- b) shall pay the service fee agreed with a Football Agent in a timely manner established by these Regulations and in accordance with the respective Representation Agreement, employment contract and transfer agreement (as applicable);
- c) shall satisfy themselves that a Football Agent is appropriately licensed by FIFA prior to signing the relevant Representation Agreement;
- d) shall cooperate with the relevant body of each member association, confederation and/or FIFA with respect to any request in relation to a Football Agent made by those bodies;

- e) may request from the Football Agent a schedule detailing all payments of any kind whatsoever (including all remuneration, fees and expenses) made by and/or regarding that Client;
- f) (for clubs) shall upload to the FIFA Transfer Matching System (**TMS**) within 14 days of occurrence:
 - i. the information requested in TMS on completion of each Transaction that is an international transfer in which the club is involved;
 - ii. any amendment to, or termination of, a relevant Representation Agreement;
 - iii. any agreement with a Football Agent other than a Representation Agreement, including but not limited to Other Services, and the information requested in TMS;
 - iv. the information requested in TMS following the payment of a fee related to any agreement entered into with a Football Agent other than a Representation Agreement; and
- g) shall immediately report any breaches of these Regulations to FIFA, the confederations or member associations.

2.

Clients (and their officials, when applicable) may not engage, or attempt to engage, in the following conduct:

- a) engage or appoint an unlicensed person to perform Football Agent Services;
- b) accept or request any undue personal, pecuniary or other advantage from a Football Agent;
- c) give, offer or seek to offer consideration or a promise of any kind, either directly or indirectly, to a Football Agent (or to any family member of, or other person connected with, that Football Agent), other than the service fee agreed;
- d) for member associations, clubs and Single-Entity Leagues, interfere in, or influence, the freedom of an Individual to select a Football Agent;
- e) participate, or assist, directly or indirectly, in any circumvention of the service fee cap established by these Regulations;
- f) have an Interest in an Agency or the affairs of a Football Agent, in accordance with

article 11 paragraph 4 of the FIFA Football Agent Regulations;

- g) for member associations, clubs and single-entity leagues, either directly or indirectly, induce or coerce an Individual to breach the terms of their Representation Agreement with their Football Agent;
- h) fail to immediately report any breach of these Regulations or the FIFA Football Agent Regulations to FIFA;
- i) permit a Football Agent or their Agency to have an Interest in them; or
- j) any other breach of these Regulations

TITLE V. DISCLOSURE AND PUBLICATION

13 Disclosure and publication

1.

FIFA shall make available:

- a) the names and details of all Football Agents;
- b) the Clients that Football Agents represent, the exclusivity or non-exclusivity of their representation and the expiry date of the Representation Agreement;
- c) the Football Agent Services provided to each Client;
- d) any sanctions imposed on Football Agents and Clients; and
- e) details of all Transactions involving Football Agents, including the service fee amounts paid to Football Agents.

TITLE VI. DISPUTES

14 Jurisdiction

1.

Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, the Agents Chamber of the Football Tribunal has jurisdiction to determine disputes:

- a) arising out of or in connection with, a Representation Agreement with an international dimension (see art. 2 par. 2 of the FIFA Football Agent Regulations);
- b) where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and
- c) where no more than two years have elapsed from the event giving rise to the dispute; the application of this time limit shall be examined *ex officio* in each case.

2.

The detailed procedures for the resolution of disputes are set out in the Procedural Rules Governing the Football Tribunal.

3.

Without prejudice to the right of a Football Agent or a Client to seek redress before an ordinary court of law, the Disciplinary and Ethics Committee[#] of the HKFA, of where the Client is registered or domiciled at the time the Representation Agreement is signed has jurisdiction to determine disputes arising out of, or in connection with, a Representation Agreement without an international dimension (cf. art. 2 par. 3 of the FIFA Football Agent Regulations).

TITLE VII. DISCIPLINARY MATTERS

15

Competence and enforcement

1.

The FIFA Disciplinary Committee and, where relevant, the independent Ethics Committee are competent to impose sanctions on any Football Agent or Client that violates the FIFA Football Agent Regulations, the FIFA Statutes or any other FIFA regulations, in accordance with FIFA Football Agent Regulations, the FIFA Disciplinary Code and the FIFA Code of Ethics. FIFA has jurisdiction regarding:

- a) any conduct connected to a Representation Agreement with an international

[#] The Disciplinary and Ethics Committee should be replaced by the Dispute Resolution Chamber of The Football Association of Hong Kong, China (HKDRC) when HKDRC has been formed. Currently, HKFA does not have HKDRC.

dimension (cf. article 2 par. 2 of the FIFA Football Agent Regulations); or

- b) any conduct connected to an international transfer or international Transaction.

2.

The FIFA general secretariat shall monitor compliance with the FIFA Football Agent Regulations. In particular:

- a) Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the FIFA general secretariat may lead to sanctions being imposed by the FIFA Disciplinary Committee. If requested by the FIFA general secretariat, a document (or an excerpt) shall be provided in English, French or Spanish.
- b) Electronic notifications through the Platform or TMS or sent by email to the address provided on Platform or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.
- c) Following an investigation, the FIFA general secretariat may refer cases of non-compliance with the FIFA Football Agent Regulations to the FIFA Disciplinary Committee in accordance with the FIFA Disciplinary Code.
- d) Following an investigation, the FIFA general secretariat may refer cases of ethical misconduct in relation to the FIFA Football Agent Regulations to the independent Ethics Committee in accordance with the FIFA Code of Ethics.

3.

The Disciplinary and Ethics Committee of the HKFA is competent to impose sanctions on any Football Agent or Client that violates these Regulations. The relevant member association has jurisdiction regarding:

- a) any conduct connected to a Representation Agreement without an international dimension (cf. article 2 par. 3 of the FIFA Football Agent Regulations); or
- b) any conduct connected to a territorial transfer or territorial Transaction.

4.

The HKFA general secretariat shall monitor compliance with these Regulations. In particular:

- a) Any party that receives a notice requesting information shall cooperate in full by complying, upon reasonable notice, with requests for any documents, information or any other material of any nature held by it, as well as with requests to procure and provide any documents, information or any other material of any nature not held by the party but which the party is entitled to obtain. Failure to comply with these requests from the HKFA general secretariat may lead to sanctions being imposed by the Disciplinary and Ethics Committee within the HKFA. If requested by the HKFA general secretariat, a document (or an excerpt) shall be provided into an official language of the HKFA.
- b) Electronic notifications through the HKFA or sent by email to the address provided to the HKFA or TMS by the parties are considered valid means of communication and will be deemed sufficient to establish time limits.
- c) Following an investigation, the HKFA general secretariat may refer cases of non-compliance with these Regulations to the Disciplinary and Ethics Committee in accordance with the Disciplinary Code of the HKFA.
- d) Following an investigation, the HKFA general secretariat may refer cases of ethical misconduct in relation to these Regulations to the independent Disciplinary and Ethics Committee of the HKFA in accordance with the Code of Ethics of the HKFA.

TITLE VIII. FINAL PROVISIONS

16

Transitory provisions

1.

Representation Agreements that expire on or after 1 October 2023 in force at the time at which these Regulations are approved, notwithstanding those that do not meet the minimum requirements provided in article 12 paragraph 7 of the FIFA Football Agent Regulations, shall remain valid (but not be extended) until they expire.

2.

Any new Representation Agreements or renewals of existing Representation Agreements concluded after the approval of these Regulations shall be in compliance with these Regulations as from 1 October 2023.

3.

A person that has executed any such Representation Agreement shall obtain a licence pursuant to the FIFA Football Agent Regulations to continue providing Football Agent Services as from 1 October 2023.

17 Matters not provided for

1.

Any matters not provided for in these Regulations shall be determined by the Board of Directors of the HKFA.

2.

Cases of force majeure affecting these Regulations shall be decided by the Board of Directors of the HKFA, the decisions of which are final.

18 Enforcement

1.

These Regulations were approved by the Board of Directors of the HKFA at its meeting on 20 January 2025 and enter into force on 20 January 2025. For the avoidance of doubt, the obligation of Clients to only utilise Football Agents to perform Football Agent Services in relation to a Transaction (cf. art. 5 of these Regulations and art. 11 of the FIFA Football Agent Regulations) commences for all Transactions on 1 October 2023.

2.

HKFA Regulations on Working with Intermediaries are hereby revoked as from 20 January 2025.

20 January 2025

For the HKFA:

President:
Mr. PUI Kwan Kay

General Secretary:
Mr. CHEUNG Yim Yau, Charles