

The Player agrees to serve the Club on the terms of this Agreement set out hereinafter, which consists of (i) this Form "G"; (ii) all the terms set out in the "Terms of Agreement" and (iii) Annex 1 (if applicable) and Annex 2 to this Agreement.

The PlayerThe Club

Signed: _____

Signed & Seal: _____

Date: _____

Date: _____

Player Name in
Block Letter: _____Club Signatory
Name in Block
Letter: _____

Place of Signing: _____

Place of Signing: _____

If the Club or the Player is represented or assisted by any Intermediary (e.g. FIFA Player Agent, legal representative, interpreter) in connection with this Agreement, each Intermediary shall complete the below and complete and submit the declaration set out in Annex 2 and all contracts, agreements and records in connection with his/its activities as an intermediary (e.g. Representation Contract):

Club Intermediary Name: _____

Capacity: _____ Signed: _____

Player Intermediary Name: _____

Capacity: _____ Signed: _____

FIFA Player Agent Licence No. (if applicable): _____

Consent from parent or legal guardian of Player aged between 15-18

I, the undersigned, declare that:

1. I am the *father/mother/legal guardian of _____ (Player name).

2. I consent to allow the Player specified in point 1 above to play as a professional footballer for _____ (Club name)

from _____ to _____.

*Parent/Legal Guardian surname: _____

*Parent/Legal Guardian other names: _____

date of birth: _____ Nationality(ies): _____

*Hong Kong Identity Card / Passport No.: _____

Full residential address: _____

Date: _____ Signed: _____

TERMS OF AGREEMENT

<u>Content</u>	<u>Page Number</u>
1. Definitions and Interpretation	4
2. Engagement	5
3. Salary and Benefits	6
4. Player's Duties	7
5. Rules and Regulations	8
6. Health and Safety	8
7. Anti-Doping	9
8. Change of Details, Residence and Absence	9
9. Publicity, Image and Human Rights	10
10. Other Employment and Confidentiality	11
11. Transfer to, Loan to and Change of Club	11
12. Personal Data	11
13. Working with Intermediaries	12
14. Suspension	13
15. Breach by Player	14
16. Breach by Club	15
17. Dispute Resolution	16
18. Miscellaneous	16
Annex 1 – Other Benefits	18
Annex 2 – Intermediary Declaration	19

1. Definitions and Interpretation

In this Agreement:

- 1.1 **"AFC"** means the Asian Football Confederation;
- 1.2 **"Agreement"** means the Form "G", this set of "Terms of Agreement" and Annex 1 to this document;
- 1.3 **"Club"** means the football club that is a party to this Agreement;
- 1.4 **"Club Doctor"** means any doctor designated by the Club from time to time for the Player;
- 1.5 **"Club Secretary"** means the general secretary of the Club (or the person holding the equivalent position);
- 1.6 **"Contract Period"** means the period specified in Clause 2;
- 1.7 **"Doping"** means use of substances on the list of prohibited substances and the use of banned methods with the relevant doping list, such lists being maintained by FIFA, AFC, the HKFA or the Club from time to time;
- 1.8 **"FIFA"** means Fédération Internationale de Football Association;
- 1.9 **"FIFA Players' Regulations"** means the FIFA Regulations on the Status and Transfer of Players as may be adopted, amended and/or in force from time to time;
- 1.10 **"Football Regulations"** means the HKFA Regulations, all articles, statutes, rules, regulations, codes and policies of FIFA, the Club and the AFC (in each case including all applicable anti-discrimination and disciplinary code, policies, rules or regulations and code of ethics) and any decisions of FIFA, the HKFA and the AFC and the league of the HKFA, in each case as may be adopted, amended and/or in force from time to time;
- 1.11 **"Form "G" "**means the first part of this document labelled "Form "G" " as attached to this Agreement, which constitutes part of this Agreement;
- 1.12 **"HKFA"** means The Football Association of Hong Kong, China Limited;
- 1.13 **"HKFA Players' Regulations"** means the HKFA Regulations on the Status and Transfer of Players as may be adopted, amended and/or in force from time to time;
- 1.14 **"HKFA Regulations"** means the articles of association of the HKFA, the Rules, the HKFA Regulations on the Status and Transfer of Players, the Regulations of the HKFA National Dispute Resolution Chamber, the HKFA Disciplinary Code and all other published rules, regulations, codes and policies of the HKFA, in each case as may be adopted, amended and/or in force from time to time;
- 1.15 **"HKFA Team"** means any one of the Hong Kong Senior (Men) Representative Team of the HKFA, the Hong Kong Under-22 Representative Team of the HKFA or any other representative team of the HKFA which the Player is eligible to join;

- 1.16 **"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;
- 1.17 **"Intermediary"** means a natural or legal person who, for a fee or free of charge, represents the Player and/or Club in negotiations with a view to concluding an employment contract or represents clubs in negotiations with a view to concluding a transfer agreement;
- 1.18 **"NDRC"** means the HKFA National Dispute Resolution Chamber;
- 1.19 **"NDRC Regulations"** means the Regulations for HKFA National Dispute Resolution Chamber as may be adopted, amended and/or in force from time to time;
- 1.20 **"Party"** means either the Club or the Player (and **"Parties"** shall be construed accordingly);
- 1.21 **"Player"** means the individual player who is a party to this Agreement;
- 1.22 **"Representation Contract"** means any agreement or contract which specifies the nature of the legal relationship the Club/Player has with their Intermediary and must contain the details specified in article 5 paragraph 2 of the HKFA Regulations on Working with Intermediaries;
- 1.23 **"Rules"** means the Rules of the HKFA as may be adopted, amended and/or in force from time to time;
- 1.24 Terms not expressly defined in this Agreement have meanings consistent with the definition of such terms in FIFA's and the HKFA's statutes/articles and regulations, including the FIFA Code of Ethics, as amended from time to time.
- 1.25 Terms referring to natural persons are applicable to both genders as well as to legal persons; and
- 1.26 Any term in the singular applies to the plural and vice-versa.

2. Engagement

- 2.1 The Club engages the Player and the Player agrees to act as a football player of the Club in relation to the performance of the Player's duties hereunder for the Contract Period (which begins and ends on the dates shown on the Form "G" under "Contract Period", subject to the provisions for termination as set out in this Agreement). Under FIFA regulations, the minimum length of a contract shall be from its effective date until the end of the season, while the maximum length of a contract shall be five years. Players under the age of 18 may not sign a professional contract for a term longer than three years. Any clause referring to a longer period shall not be recognised and be invalid.
- 2.2 The Player shall ensure that he is legally allowed to be engaged by the Club under this Agreement and shall ensure all necessary work permits (if required) have been obtained.
- 2.3 The Player and the Club hereby acknowledge that:

- (A) the registration, handling or administration of this Agreement by the HKFA does not constitute any representation, warranty or undertaking from the HKFA that the Player is legally allowed or eligible under the Football Regulations to be engaged by this Agreement or participate in football matches in Hong Kong; and
- (B) it shall be the Player's responsibility to ensure that he is allowed or eligible to do so.

2.4 The Parties acknowledge that the HKFA shall not be considered as the employer of the Player under any circumstances and the Player has no claim or right of action against the HKFA under this Agreement.

3. Salary and Benefits

- 3.1 In consideration for the performance of the Player's duties hereunder and subject as hereinafter provided, the Club shall pay to the Player during the Contract Period the basic salary set out on the Form "G" under "Basic salary" (or such higher rate as may from time to time be agreed in writing between the Parties or determined upon and notified to the Player and the HKFA by the Club in writing but subject to any adjustments or fines or penalties provided for in the Football Regulations), which shall be payable in arrears in Hong Kong dollars on the last working day in Hong Kong of each calendar month by transfer to a Hong Kong bank account designated by the Player (any change of which shall take effect 1 month after the Player gives written notice to the Club of the new bank account details). If the Player does not have a Hong Kong bank account, payment may be made to the Player in cash provided that the Club retains a record of all payments, including an acknowledgement of receipt of each cash payment signed by the Player immediately after payment is made.
- 3.2 The Player may be entitled to receive other benefits described in Annex 1 in accordance with the terms set out therein. Save for any benefits provided for in this Agreement and other statutory entitlements, the Player shall not be entitled to any other benefits, allowances, bonus or end-of-year payment and shall, as the Club may direct, either waive his right to any such other benefits, allowances, bonus or end-of-year payment or account for the same to the Club.
- 3.3 Subject to production, if requested, of medical certificates satisfactory to the Club, the Player's salary shall not cease to be payable by reason only of the Player being incapacitated for valid reasons. The remuneration the Player is entitled to shall include any sums the Club is obliged to pay to the Player pursuant to the applicable laws as a result of such incapacity. However, if the Player is incapacitated for any reason other than for valid reasons, subject to applicable laws and regulations, the Club may reduce the Player's remuneration during such incapacity by an amount equal to the benefit (excluding any lump sum benefit) which the Player would be entitled to claim during such incapacity under the then current applicable laws (whether or not such benefit is claimed by the Player). For the purposes of this Clause, (1) "incapacitated" or "incapacity" mean that the Player is, on the advice of the Club Doctor, unable to play in matches or to participate in training due to accident or injury; and (2) incapacitated/incapacity for "valid reasons" mean the Player is incapacitated due to accident or injury sustained during or as a result of his participation in training, matches or any activities as directed by the Club / the HKFA or otherwise in the performance of the Player's duties under this Agreement.

- 3.4 Subject to the Player's prior consultation with the Club as to whether certain expenses can be reimbursed before incurring the same, the Club shall reimburse to the Player against production of receipts if requested all reasonable and properly incurred travelling, hotel and other out-of-pocket expenses which he may from time to time be authorised to incur in relation to his performance of his duties pursuant to this Agreement. If approved by the Club, reimbursements will be paid to the Player together with his salary on the last working day of the month in which the relevant expenses are incurred (or the month in which the relevant expenses were claimed by the Player with production of receipts, whichever is later).
- 3.5 In the case of a material potential or actual change in revenue of the Club (including but not limited to a change in revenue caused by promotion or relegation), the Club shall review the salary payable to the Player under this Agreement provided that no changes to such salary will be effective unless with the consent of both Parties.
- 3.6 Unless otherwise agreed by the Club in writing, the Player shall be responsible for all payments of any applicable Hong Kong salaries tax arising under this Agreement in accordance with the laws of Hong Kong.
- 3.7 If required under applicable laws, the Club and the Player shall make contributions towards the Mandatory Provident Fund Scheme in accordance with the requirements specified in the Mandatory Provident Fund Schemes Ordinance.

4. Player's Duties

- 4.1 The Player shall comply and act in accordance with the reasonable instructions of any Club officials.
- 4.2 The Player shall punctually attend all matches and other activities (including but not limited to commercial and promotional activities) which he is directed to attend by the Club.
- 4.3 The Player shall punctually attend and shall participate in all training or other match preparation activities in accordance with the instructions of appropriate Club staff (including but not limited to coaching staff).
- 4.4 If selected to play in any match, the Player shall perform to the best of his ability.
- 4.5 Unless otherwise agreed by the Club in writing, the Club shall not be liable for any expenses in relation to transportation and accommodation facilities within Hong Kong. However, the Player shall use the transportation and accommodation facilities designated by the Club for training, matches and other official Club activities outside of Hong Kong, and the relevant expenses shall be borne by the Club.
- 4.6 The Player must maintain a healthy lifestyle and a high standard of fitness at all times during the Contract Period.
- 4.7 The Player shall behave in a sporting manner towards all others involved in matches and training (including but not limited to teammates, opposition players, Club staff and match

officials), which shall include learning and observing the laws of the game and accepting decisions of match officials.

- 4.8 The Player shall not participate in football activities other than pursuant to this Agreement or in potentially dangerous activities which are not covered by the Club's insurance, in each case, without prior approval from the Club.
- 4.9 The Player shall take due care of any Club property used by him. The Player shall promptly whenever requested by the Club and in any event upon termination of his engagement deliver up to the Club all Club property in good condition (or similar condition when passed to the Player) which may then be in his possession or under his power or control and the Player shall not be entitled to and shall not retain any copies thereof. Title and copyright therein shall vest in the Club.
- 4.10 The Player shall not bring the Club, the HKFA or the game of football into disrepute.
- 4.11 The Player shall not in any way gamble or undertake any related activities in relation to any football match and shall not participate in any illegal activity that may affect the result of a football match.
- 4.12 If the Player is under 18 years old, notwithstanding any of the provisions in this Agreement, the Club shall ensure that the Player has a right to continue his (non-football) education.

5. Rules and Regulations

- 5.1 The Club and the Player agree to comply with, be bound by, be subject to any fines, sanctions and penalties provided for and be subject to the jurisdiction of any bodies referred to in the Football Regulations (including those in relation to the release of the Player to HKFA Teams) and the rules and regulations (in force from time to time) of any association, league or combination of which the HKFA may be a member from time to time, provided that the same are not inconsistent with applicable laws and regulations. If requested, the Club officials are obliged to provide a copy of and explain the nature and scope of any such rules and regulations to the Player. The Club warrants that any rules and procedures, sanctions and fines pursuant to the Club's rules and regulations comply with local applicable laws.
- 5.2 The Player shall comply with the relevant FIFA regulations if he is selected to play for his national team or any HKFA Team.

6. Health and Safety

- 6.1 The Player and Club agree that the Club Doctor (or any other person agreed by both Parties in writing) shall keep proper records on the Player's injuries (including any injuries suffered on national team duty) and the Player shall disclose the same to the Club Doctor when requested. Such records shall be kept in accordance with all applicable confidentiality and personal data requirements under the laws of Hong Kong.
- 6.2 The Player shall notify the Club immediately in case of any illness, accident or injury unrelated to Club football activities (including matches) and shall not undergo any

treatment (except in emergencies) without prior consultation with the Club Doctor. If requested by the Club, the Player shall provide a medical certificate of incapacity.

- 6.3 In the case of accident or injury sustained during football activities (including matches) as directed by the Club or the HKFA, the Player shall use medical professionals and facilities designated by the Club. In such cases, expenses shall be borne by the Club (or the relevant medical insurer). The Player shall be entitled to membership of the Club's health insurance scheme, subject to the terms of that scheme and of any related policy of insurance as in force from time to time. Such insurance shall cover against illness and accidents of the Player during the Contract Period (including the entire period of any release of the Player by the Club pursuant to the HKFA Team) and must extend to any injuries sustained by the Player during the match(es) for which he was released to participate as a HKFA Team member.
- 6.4 The Player shall undergo regular medical examination and may also be required to undergo medical treatment, in each case at the request of the Club Doctor. In such cases, the expenses of examination and/or treatment shall be borne by the Club.
- 6.5 If the Player in any instance contests the opinion of a medical professional designated by the Club, the Player shall have the right to obtain a second opinion (once only), at the expense of the Club, from an appropriately qualified specialist of his choice. If the Player and the Club are still in disagreement following a second opinion, the Player and the Club agree that a third opinion will be sought, at the expense of the Club, from a specialist agreeable to both Parties (acting reasonably) which shall be binding for both the Player and the Club.

7. Anti-Doping

- 7.1 Doping is prohibited. The Player and the Club shall comply with the any HKFA Regulations and any other Football Regulations relating to the Doping.
- 7.2 The Player acknowledges that the HKFA reserves the right to conduct such tests as may be prescribed by the HKFA from time to time on the Player during the Contract Period. If the Player administers illegal substances, is guilty of Doping or encourages Doping in any way, the Club shall be entitled to subject the Player to the applicable disciplinary procedures of the HKFA, the Club, AFC and/or FIFA, and the Club reserves the right to also take any other appropriate measures against the Player found guilty of Doping practices.

8. Change of Details, Residence and Absence

- 8.1 No later than 48 hours after such change:
- (A) the Player shall notify in writing the Club and the HKFA of any change to his residential address or contact telephone number in Hong Kong; and
 - (B) the Club shall notify in writing the Player and the HKFA of any change to its address.
- 8.2 Unless with prior approval from the Club, the Player shall reside in Hong Kong.

- 8.3 The Player shall not leave Hong Kong without prior written permission from the Club (acting reasonably).
- 8.4 If the Player is entitled to a minimum number of any statutory rest days, holidays and leave days under applicable laws:
- (A) those shall be taken at such time(s) as may be approved by the Club (acting reasonably and taking into account the training and match schedules of the Club);
 - (B) a year of entitlement for holidays shall be the period from 1 July in a year to [31 June in the following year;
 - (C) holidays not taken in the year of entitlement may not be carried forward unless with the Club's prior written consent;
 - (D) upon termination, the Club may at its discretion require the Player to take during his notice period any holiday entitlement which has accrued by the date of the termination of his engagement but which has not been taken; and
 - (E) if upon termination, the Player has taken more holidays than his accrued holiday entitlement, he will be required to reimburse the Club in respect of the excess days taken and the Player hereby authorises the Club to make deductions in respect of the same from his final salary payment.

9. Publicity, Image, Human and Intellectual Property Rights

- 9.1 The Player shall take part in promotional and social activities as reasonably requested by the Club.
- 9.2 The Player shall not appear on any radio or television programme or write any article for print or online media without the Club's prior consent (acting reasonably). The Player shall observe the confidentiality provisions in this Agreement when he is communicating with the media or members of the public.
- 9.3 At the reasonable request of the Club (which shall be obliged to follow instruction of the HKFA, if any), the Player shall wear apparel specified and provided by the Club when attending any official Club or HKFA function.
- 9.4 The Club shall not deal with the Player in such a manner which infringes the statutory human rights of the Player or infringe any anti-discrimination legislations of Hong Kong.
- 9.5 Any invention, improvement, discovery, system, software, copyright, intellectual property rights, design or any amendment or change thereto made by the Player, solely or jointly with any other person (e.g. copyright in any work which the Player is involved in) in relation to the performance of his duties under this Agreement shall become the sole property of the Club, and the Player agrees that he has no further right to compensation in respect of the same. The Player shall execute all such documents and do all such things reasonably required to enable the Club to obtain registration or other protection for the aforesaid or (if necessary) to vest ownership of the aforesaid in the Club.

10. Other Employment and Confidentiality

- 10.1 The Player shall not undertake any form of employment or any form of paid sporting activity outside the scope of this Agreement or be engaged by any other football clubs in any manner without the Club's prior written consent.
- 10.2 Except to his legal adviser or where required by law or regulation or any Football Regulations or in the proper course of his duties, the Player shall keep confidential and not disclose to anyone at all times (even after the Contract Period):
- (A) this Agreement or its contents;
 - (B) any information regarding the internal affairs or confidential matters of the Club or the HKFA to any person who is not an employee or official of the Club or the HKFA permitted to possess such information; or
 - (C) confidential information regarding matches or training (including but not limited to tactics, match strategy and squad selection) to any person who is not an employee or official of the Club.
- 10.3 Clause 10.2 will cease to apply to information which enters the public domain other than (directly or indirectly) through the fault of the Player.

11. Transfer to, Loan to and Change of Club

- 11.1 Any transfer of players, negotiation or conclusion of a player transfer agreement or a player's contract between the Player and a football club other than the Club and any proposed release of the Player to the HKFA Team shall be subject to the HKFA Players' Regulations (if not in force yet, the FIFA Players' Regulations). Any breach of this provision shall be subject to appropriate sanctions.
- 11.2 The Club and the Player may mutually agree that the Player be loaned to another football club. Any such loan shall comply with the Football Regulations.

12. Personal Data

- 12.1 The Player hereby acknowledges and gives consent to the Club and the HKFA for the following:
- (A) throughout the Contract Period, the Club or the HKFA may collect personal data of the Player in relation to the performance of his duties under this Agreement for various human resource management, for direct marketing purposes and for legal and regulatory purposes. These purposes include, but are not limited to: registration and administration of football matches and players; transfer or loans of players between football clubs; application of work permits; verification of player's eligibility under Football Regulations; provision of benefits, compensation and payroll; facilitating performance appraisals and personal development activities; making tax returns; the review of engagement decisions; and direct marketing purposes, including after the Player's engagement with the Club;

- (B) the personal data of the Player that the Club or the HKFA has collected may be transferred to the HKFA, the Club, FIFA, AFC, organisers of the Olympic Games and World Cup or any association which the HKFA is affiliated to or any other football clubs (inside or outside of Hong Kong); the Club or the insurers and bankers of the Club or the HKFA; medical practices providing medical cover for the Players; administrators or managers of the Club's provident fund scheme; other persons and entities engaged in contractual activities on the Club's or HKFA's behalf and to regulators, governmental bodies and other authorities; for the above mentioned purposes for which the personal data are to be used; and
- (C) the Club and the HKFA may retain certain personal data of the Player when he ceases to be engaged by the Club. Such data are required for any residual activities in relation to a former Player including, but not limited to: the provision of references; processing applications for re-engagement, matters relating to retirement benefits and allowing the HKFA or the Club to fulfil its/their contractual, statutory or regulatory obligations. Such data may also be used for direct marketing purposes.

12.2 Under the Personal Data (Privacy) Ordinance, the Player has a right to request access to, and to request correction of, his personal data in relation to his engagement. If the Player wishes to exercise these rights, please write to the Club Secretary.

13. Working with Intermediaries

13.1 The appointments of any Intermediaries (including, but not limited to, advisers, player's agents, interpreter or translator) by the Player or the Club in connection with the negotiation, conclusion and/or administration of this Agreement shall be governed by FIFA's prevailing regulations relating to Intermediaries (including the HKFA Regulations on Working with Intermediaries).

13.2 If an Intermediary has been engaged by any Party:

- (A) that Party shall enter into a Representation Contract with the Intermediary, which must contain the details specified in article 5 paragraph 2 of the HKFA Regulations on Working with Intermediaries and shall set out the full details of any and all agreed remuneration or payments of whatsoever nature that the Player/Club has made or that are to be made to an Intermediary; and
- (B) that Party shall submit the declaration set out in Annex 2 of this Agreement duly completed and executed by that Intermediary and an original of the Representation Contract at the same time this Agreement is submitted to the HKFA.

13.3 The Club and the Player acknowledge that the HKFA reserves the right to not accept the submission of this Agreement if the Intermediary's declaration (if required as per above) is not submitted at the same time.

14. Suspension

- 14.1 The Club shall be under no obligation to vest in or assign to the Player any powers or duties or to provide any work for the Player, and the Club may, at any time or in circumstances in which it reasonably believes that the Player is guilty of misconduct or in breach of this Agreement in order that the circumstances giving rise to that belief may be investigated, suspend the Player from the performance of his duties or exclude him from any premises of the Club or matches and need not give any reason for so doing. Salary and benefits will not cease to be payable by reason only of such suspension or exclusion unless otherwise provided for in the Football Regulations.
- 14.2 Such period of suspension shall not constitute a termination of the Player's engagement. The Player will continue to be bound by the provisions of this Agreement and must during any period of suspension continue at all times to conduct himself with good faith towards the Club and not do anything that is harmful to the Club.
- 14.3 The Player must not during any period of suspension, without the written consent of the Club, go to any premises of the Club or matches or contact or deal with any employees, officials, players or sponsors or business partners of the Club.
- 14.4 The Player must not during any period of suspension directly or indirectly be employed by or retained by or advise or assist any other person or entity in any capacity either paid or unpaid.
- 14.5 The Club may require the Player to resign from his position within the Club football team (e.g. captain) during any period of suspension and the Player must resign as soon as reasonably practicable after any such request is made.
- 14.6 The Player acknowledges that the requests made by the Club, if they are in accordance with the terms of this clause 14, shall not constitute a breach of contract of any kind whatsoever nor shall he have any claim against the Club as a consequence of being required to comply with those clauses.
- 14.7 The Player hereby irrevocably appoints the Club to execute any instrument and do anything in his name and on his behalf to effect his resignation from any position within the Club football team if the Player has failed to resign upon request in accordance with this sub-clause.
- 14.8 The Player shall, during any period of suspension, remain available to perform any reasonable duty requested by the Club and shall co-operate generally with the Club in relation to his duties. Should the Player fail to make himself available for duties having been requested by the Club to attend, he shall, notwithstanding any other provision of this agreement, forfeit his right to salary and contractual benefits in respect of such period of non-availability.
- 14.9 At the end of the period of suspension, the Club may, at its absolute discretion, pay the Player such sum as would have been payable by the Club to the Player as basic salary including the cost to the Club of providing the other benefits to which the Player is entitled under this Agreement in lieu of the balance of any period of notice given by the Club or the Player (less any deductions the Club is required by law to make).

15. Breach by Player

15.1 Save as provided for in this Clause:

- (A) the Club shall not be entitled to terminate this Agreement before the end of the Contract Period unless by mutual agreement with the Player; and
- (B) this Agreement shall not be unilaterally terminated during the course of a season.

15.2 The Player agrees that he may be subject to fines and penalties imposed by the Club or the HKFA as permitted by the Football Regulations if:

- (A) the Player commits a minor misconduct;
- (B) the Player commits a minor breach of any Football Regulations; or
- (C) the Player commits minor breach of this Agreement.

15.3 If the Player is subject to any fines and penalties in accordance with Clause 15.2:

- (A) upon the Player's request, the Club shall inform the Player of its right to appeal (if any) under the relevant Football Regulations; and
- (B) the Player shall have the right to be accompanied or represented by the captain of the Club's football team (if he voluntarily agrees to do so) in such appeal proceedings if such any right to appeal exists.

15.4 Pursuant to the FIFA Players' Regulations, the Club (by its Club Secretary) may terminate this Agreement upon giving a termination notice in writing to the Player with effect from the date specified on the termination notice if:

- (A) there is just cause, which includes (but is not limited to):
 - (i) the Player commits a serious misconduct;
 - (ii) the Player commits a material breach of any Football Regulations;
 - (iii) the Player becomes a patient for any purpose of any ordinance or law relating to mental health;
 - (iv) the Player is convicted of any criminal offence (other than a criminal conviction which in the opinion of the Club does not affect his position in the Club);
 - (v) the Player will be or become prohibited by law or any Football Regulations from being a player of a football club;
 - (vi) the Player is guilty of gross misconduct (which, for the avoidance of doubt, includes any conduct which tends to bring the Club or the HKFA into disrepute) or shall commit any serious or persistent breach of any of his

obligations to the Club or the HKFA (whether under this Agreement or otherwise);

(vii) the Player refuses or neglect to comply with any reasonable lawful orders given to him by the Club in the course of his performance under this Agreement or fail diligently to attend to his duties hereunder; or

(viii) the Player commits a material breach of this Agreement (except for the failure to obtain a work permit); or

(B) there is any event giving rise to a termination right of the Club pursuant to the HKFA Player's Regulations or the FIFA Players' Regulations.

15.5 Any such termination notice shall:

(A) give the name and address of the Club Secretary;

(B) be served on the Player personally or by registered post to the Player's address shown on the Form "G" or as updated from time to time pursuant to Clause 8.1 (in which latter case it shall be deemed to have been served 2 days after the date of posting); and

(C) specify the Player's right to dispute the termination under the HKFA Regulations;

and a copy of the notice of termination shall be sent at the same time to the HKFA.

15.6 Any delay or forbearance by the Club in exercising any right of termination shall not constitute a waiver of it.

15.7 For the avoidance of doubt and notwithstanding any other provisions of this Agreement, the Club shall not be obliged to pay any salary in respect of any period after the engagement of the Player hereunder is terminated in accordance with Clause 15.4, other than such amounts as may comprise the statutory entitlements of the Player.

16. Breach by Club

16.1 Save as provided for in this Clause:

(A) the Player shall not be entitled to terminate this Agreement before the end of the Contract Period unless by mutual agreement with the Club; and

(B) this Agreement shall not be unilaterally terminated during the course of a season.

16.2 Pursuant to the FIFA Players' Regulations, the Player may terminate this Agreement upon giving a termination notice in writing to the Club with effect from the date specified on the termination notice if:

(A) there is just cause, which includes (but is not limited to):

(i) the Club commits a material breach of any Football Regulations; or

- (ii) the Club commits a material breach of this Agreement;
- (B) there is sporting just cause in accordance with relevant article of the FIFA Players' Regulations; or
- (C) there is any event giving rise to a termination right of the Player pursuant to the HKFA Player's Regulations or the FIFA Players' Regulations.

16.3 Any such termination notice shall:

- (A) be served on the Club by handing it to the Club Secretary or by registered post to the Club's address (in which latter case it shall be deemed to have been served 2 days after the date of posting);
- (B) specify the Player's ground for termination; and
- (C) have all relevant evidence in the Player's possession in relation to the ground for termination attached to it,

and a copy of the notice of termination shall be sent at the same time to the HKFA.

16.4 Any delay or forbearance by the Player in exercising any right of termination shall not constitute a waiver of him.

16.5 If the Club is no longer a member of any league of the HKFA, this Agreement will terminate automatically with immediate effect but the Player will remain eligible to claim from the Club his salary under this Agreement for the entire remaining Contract Period of the Agreement.

17. Dispute Resolution

17.1 This Agreement shall be governed in all respects by the laws of Hong Kong.

17.2 Notwithstanding any provisions in any HKFA Regulations or Football Regulations but subject to applicable laws in Hong Kong, any dispute (whether contractual or non-contractual, and including any disputes in relation to interpretation of clauses of this Agreement) arising out of or in connection with this Agreement shall be referred to and determined by the NDRC in accordance with the NDRC Regulations. The Club and the Player agree that they shall be bound by any decisions or judgments of the NDRC on such dispute (including any allocation of costs). If the NDRC determines that it does not have jurisdiction (as set out in the NDRC Regulations) over such dispute, the dispute shall be referred to the appropriate body(ies) specified in the Football Regulations. If no such body(ies) is specified, the courts of Hong Kong shall have exclusive jurisdiction to settle such dispute.

18. Miscellaneous

18.1 This Agreement is executed in triplicate and shall be submitted (by the method specified by the HKFA from time to time) to the HKFA within ten days of the date of this Agreement or the commencement date of the Contract Period (whichever is later). After endorsement

by the HKFA, one part shall be kept by the Club, one part by the Player, and the remaining part by the HKFA as a true copy.

- 18.2 This Agreement shall be binding on the Parties upon signing but shall not take effect until submitted to and approved by the HKFA in accordance with Clause 18.1 mentioned above.
- 18.3 Any amendment, addition or deletion of this Agreement shall not be valid unless agreed by the Parties in writing and shall not take effect unless and until submitted to the HKFA in accordance with Clause 18.1 mentioned above.
- 18.4 The Player acknowledges and warrants that there are no agreements or arrangements (whether written, oral or implied) between the Club (and any associated entities of the Club) and the Player relating to the engagement of the Player other than those expressly set out in this Agreement and that he is not entering into this Agreement in reliance of any representation not expressly set out herein.
- 18.5 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (A) the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or
 - (B) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- 18.6 There are no collective agreements which directly affect the terms and conditions set out in this Agreement.
- 18.7 The HKFA may enforce any term of this Agreement against the Club by virtue of the Contracts (Rights of Third Parties) Ordinance. Other than the HKFA, the Parties do not intend that any term of this Agreement should be enforceable, by virtue of the Contracts (Rights of Third Parties) Ordinance, by any person who is not a Party.
- 18.8 Any translation of this Agreement into any other language shall be for information only and this English language version shall prevail when construing any provision of this Agreement.

Annex 1 – Other Benefits

The Player

The Club

Signed: _____

Signed & Seal: _____

Date: _____

Date: _____

Name: _____

Name: _____

Signatory Name: _____

[Insert details of any other applicable financial benefits on a case by case basis, e.g. bonus, experience reward, international appearances etc, and applicable terms]

[Insert details of any other applicable non-financial benefits on a case by case basis, e.g. car, accommodation, medical/health insurance etc and applicable terms]

Annex 2 – Intermediary Declaration

Note: For the natural person Intermediary and the individual(s) acting on behalf of a legal person Intermediary, please complete the declaration at this page 21 below. For legal person Intermediary, see please complete the declaration at page 24.

Intermediary Declaration for natural persons and individual(s) acting on behalf of legal persons

First name(s): _____

Surname(s): _____

Date of birth: _____

Nationality/nationalities: _____

Full permanent address: _____

Phone: _____

Fax: _____

Email: _____

I, _____ (First name(s), surnames(s) of intermediary / duly authorised representative of intermediary)

HEREBY DECLARE THE FOLLOWING:

1. I pledge to respect and comply with any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out my activities as an intermediary. In addition, I agree to be bound by the statutes and regulations of The Football Association of Hong Kong, China Limited (“**HKFA**”), Asian Football Confederation (“**AFC**”) and FIFA in the context of carrying out my activities as an intermediary, including the HKFA Regulations on Working with Intermediaries.
2. I declare that I am currently not holding a position of official, as defined in point 11 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that I have no contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with my activities as an intermediary.

5. I declare, pursuant to article 7 paragraph 4 of the HKFA Regulations on Working with Intermediaries, that I shall not accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.

6. I declare, pursuant to article 7 paragraph 8 of the HKFA Regulations on Working with Intermediaries, that I shall not accept any payment from any Party if the player concerned is a minor, as defined in point 11 of the Definitions section of the FIFA Regulations on the Status and Transfer of Players.

7. I declare that I shall not take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that I am forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.

8. I consent, pursuant to article 6 paragraph 1 of the HKFA Regulations on Working with Intermediaries, to the HKFA obtaining full details of any payment of whatsoever nature made to me by a club or a player for my services as an intermediary.

9. I consent, pursuant to article 6 paragraph 1 of the HKFA Regulations on Working with Intermediaries, to the leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which I am responsible. I declare that the contracts enclosed to this declaration are all contracts, agreements and records in connection with my activities as an intermediary / a duly authorised representative of a legal person intermediary.

10. I consent, pursuant to article 6 paragraph 3 of the HKFA Regulations on Working with Intermediaries, to the HKFA holding and processing any data for the purpose of their publication.

11. I consent, pursuant to article 9 paragraph 2 of the HKFA Regulations on Working with Intermediaries, to the HKFA publishing details of any disciplinary sanctions taken against me and informing FIFA accordingly.

12. I acknowledge and consent to the player/club I represent, the counterparty in the agreement(s) I represent the player/club for and the HKFA that they may (i) collect my personal data for the purposes of implementing and ensuring compliance of the HKFA Regulations on Working with Intermediaries; (ii) transfer my personal data to the player/club I represent, the counterparty in the agreement(s) I represent the player/club for, HKFA, FIFA, AFC, organisers of the Olympic Games and World Cup or any association which the HKFA is affiliated to or any other football clubs (inside or outside of Hong Kong) for the above mentioned purposes and (iii) retain my personal data during and after my engagement as an intermediary for the purpose of any residual activities to ensure compliance of the HKFA Regulations on Working with Intermediaries. "Personal data" in this paragraph includes, but are not limited to, information set out in any contracts, agreements and records in connection with my activities as an intermediary / a duly authorised representative of a legal person intermediary.

13. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the HKFA.

14. Remarks and observations which may be of potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the HKFA shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the HKFA immediately.

(Place and date)

(Signature)

Enclosed: original of all contracts, agreements and records in connection with my activities as an intermediary / a duly authorised representative of a legal person intermediary

Intermediary Declaration for legal persons

Name of company (legal person/entity): _____

Address of company: _____

Phone of company: _____

Fax of company: _____

Email of company: _____

Website of company: _____

Hereinafter referred to as "the company"

First name(s) and surname(s) of the individual duly authorised to represent the aforementioned company (legal person/entity): _____

(NB: each individual acting on behalf of the company has to fill in a separate Intermediary Declaration)

I, _____ (First name(s), surnames(s) of the individual representing the legal person/ entity) duly authorised to represent the company

HEREBY DECLARE THE FOLLOWING:

1. I declare that both the company I represent and that I myself shall respect any mandatory provisions of applicable national and international laws, including in particular those relating to job placement when carrying out activities as an intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the statutes and regulations of The Football Association of Hong Kong, China Limited ("**HKFA**"), Asian Football Confederation ("**AFC**") and FIFA in the context of carrying out activities as an intermediary, including the HKFA Regulations on Working with Intermediaries.
2. I declare that I am currently not holding a position of official, as defined in point 11 of the Definitions section of the FIFA Statutes, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that neither the company I represent nor I myself have any contractual relationship with leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that the relevant company is precluded from implying, directly or indirectly, that such a contractual relationship with leagues, associations, confederations or FIFA exists in connection with its activities as intermediary.
5. I declare, pursuant to article 7 paragraph 4 of the HKFA Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.

6. I declare, pursuant to article 7 paragraph 8 of the HKFA Regulations on Working with Intermediaries, that neither the company I represent nor I shall accept any payment from any party if the player concerned is a minor, as defined in point 11 of the Definitions section of the FIFA Regulations on the Status and Transfer of Players.

7. I declare that neither the company I represent nor I shall take part in, either directly or indirectly, or otherwise be associated with, betting, gambling, lotteries and similar events or transactions connected with football matches. I acknowledge that both the company I represent and I myself are forbidden from having stakes, either actively or passively, in companies, concerns, organisations, etc. that promote, broker, arrange or conduct such events or transactions.

8. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 1 of the HKFA Regulations on Working with Intermediaries, to the associations obtaining full details of any payment of whatsoever nature made to the company by a club or a player for its services as an intermediary.

9. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 1 of the HKFA Regulations on Working with Intermediaries, to the leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with the activities as an intermediary of the company. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in the negotiations for which the company I represent is responsible.

10. On behalf of the company I represent, I consent, pursuant to article 6 paragraph 3 of the HKFA Regulations on Working with Intermediaries, to the HKFA holding and processing any data for the purpose of their publication.

11. On behalf of the company I represent, I consent, pursuant to article 9 paragraph 2 of the HKFA Regulations on Working with Intermediaries, to the HKFA publishing and informing FIFA of any disciplinary sanctions taken against the company I represent.

12. I am fully aware and agree that this declaration shall be made available to the members of the competent bodies of the HKFA.

13. Remarks and observations which may be of potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and agree that the HKFA shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the HKFA immediately.

(Place and date)

(Signature)