



FINNISH FIRST DIVISION ICE HOCKEY LEAGUE (MESTIS) PLAYER CONTRACT

1 CONTRACTING PARTIES

1. _____ (hereinafter the Club) and

2. _____ (hereinafter the Player)

2 VALIDITY OF CONTRACT

2.1 Term This player contract is valid for a fixed period and will be effective until _____. The contract will be terminated without further notice after the end of the contract period.

The Club and the Player can give notice to terminate the contract for the season ____ 20__ – ____ 20__ by ____ 20__ at the latest. The notice must be given in writing.

2.2 Trial period The trial period is ____ months and ____ days. During the trial period, the player contract can be cancelled by each party (the trial period will end on ____/____.) The trial period can last a hundred and twenty (120) days at the maximum. In a player contract shorter than eight (8) months, the trial period can cover half of the term of contract at the maximum. Trial periods agreed after 31 December can only be game-specific.

3 GENERAL TERMS OF CONTRACT

3.1 General provision Each player shall agree to play and practice in the Finnish team which belongs to the organization and to which he is appointed by the Club, in accordance with the Club's and the coaching staff's orders.

The Club is entitled to transfer the player to another Club's team without the Player's consent if the other team is domiciled in the same economic district. Transfers to teams domiciled elsewhere are subject to the separate, case-specific consent given by the Player.

3.2 Disciplinary rules The Player shall commit to comply, as part of this contract, with the disciplinary rules of the Finnish Ice Hockey Association (hereinafter the Association) and the International Ice Hockey Federation (IIHF), as well as the Finnish Anti-doping Code, accepting the fact that the Association, or a body or person appointed by the Association can impose sanctions on the Player in accordance with the said regulations.

The Player accepts the fact that the Club or the Association can keep a public register of the penalties imposed as a disciplinary measure.

A general overview of the disciplinary rules and the penalties prescribed in them is attached to this contract.

3.3 Player wage contract

The Club shall pay the Player's wages and other compensations in accordance with the wage supplement attached to this contract unless specifically agreed otherwise.

4 PLAYER'S DUTIES

4.1 Other events and the Club's commercial agreements

The Player agrees to participate in the regular advertising and promotional events determined by the Club, as well as in events arranged by the Club's partners in cooperation.

The Player shall comply with the Club's advertising, marketing, and cooperation agreements. The Club shall give an account of these agreements on request.

The Player shall not fail to comply with the Club's advertising, marketing and cooperation agreements, nor shall he sign such agreements on his own without the Club's permission. When refusing to grant permission, the Club must present well-grounded reasons for the refusal directly connected with the Club's operations.

4.2 Photos

The Club holds the exclusive right to use photos of the Player in the team uniform or other respective means of identification. The Club can use such photos for marketing their own or their stakeholders' organizations, in any printed or electronic form of communication.

The Player can use his own photo in the Club's team uniform, if the Club grants him a specific permission to do so.

4.3 Gear and equipment

The Player shall use a stick and other gear of the trademark determined by the Club, unless agreed otherwise. The Player shall use the gear determined by the Club in the matches, training sessions, and the Club's other events.

4.4 Other games

The Player shall not take part in games other than those of the Club's team without the Club's permission. However, the Player is allowed to take part in games organized by the Association and the Finnish Hockey Players' Association (hereinafter the FHPA), as well as in games separately agreed with the club, including school series and Universiades.

4.5 Other sports

The Player shall not engage in other sports than ice hockey without the Club's consent.

However, the Player is allowed to do other sports in a normal manner, if they support or improve the Player's basic physical condition and performance in ice hockey.

4.6 Notification of absence

If the Player is inhibited from taking part in the team's training sessions or matches due to a force majeure, he shall let the team's coaching staff know about the inhibition and its grounds without delay.

4.7 Voluntary training

The Player shall keep up his physical condition by independent training during the period when the team does not have organized joint training sessions.

The Player shall take part in physical fitness tests as ordained by the coaching staff. Such physical fitness tests shall be arranged at times that do not overlap with the team's general holidays.

- 4.8 Public appearances The Player shall work to promote the positive image of his team and ice hockey in all the aspects of his public appearances and refrain from conduct that might be detrimental to these aims.
- The Player shall lead his private life in a way that does not endanger his ability and capacity to play, or inflict negative publicity on the team or ice hockey.
- 4.9 State of health reporting
- Whilst negotiating the Player Contract, the Player is liable to give the Club all the information concerning his state of health that may have an effect on his ability to play. He is also liable to inform the Club of his use of medicines, nutritional supplements, stimulants, and any substances he knows or suspects to be prohibited in sports.
- The Player is liable, prior to the entry into force of the player contract, to undergo a physical examination in which a physician appointed by the Club examines and verifies his state of health and ability to play. The physical examination shall be taken without unnecessary delay. The expenses of the physical examination are covered by the Club.
- The Club is entitled to receive, from the physician having carried out the examination or having treated the Player, all the information concerning the Player's state of health that may have an effect on the Player's ability to play.
- The Club and the Association can keep a public record of players who are suffering from an injury at a given time.
- 4.10 Betting The Player agrees not to participate in betting on his own team's matches himself or by asking another person to represent him; nor shall he act in a manner that might call into question his actions or the Club's position towards betting or pools games.
- 5 CLUB'S DUTIES
- 5.1 Payment of wages and other compensations
- The Club shall pay the wages, compensations, and other remunerations to the Player, as agreed in the player compensation agreement attached to this contract.
- 5.2 Insurances The Club shall take out an insurance for the Player corresponding to at least the conditions agreed between the Association/Mestis and FHPA covering injuries that may result from ice hockey. The excess share of the insurance will be assumed by the Club in case the injury has occurred during a training event ordained by the Club or during a guided training event, or another training event belonging to the Club's training programme (e.g. training during an independent training period or summer holiday).
- The Club shall take out an insurance in accordance with the act on the pension and casualty insurance of sportsmen (276/2009; also known as sportsmen's insurance act) for every player whose total taxable wages from sporting activities paid by the Club amount to at least 10.090,00 during the ongoing calendar year (this amount will be adjusted annually by the wage coefficient as specified in section 96 of the Employees Pensions Act 395/2006).
- The Player accepts that the Club may inform the Association of any issues relevant for the monitoring of the insurance cover.

The Player can improve his insurance cover at his own expense. Such voluntary insurances will not affect the Club's liability to insure the Player in accordance with this section of the contract.

- 5.3 Holidays The Club shall grant the Player training leaves and holidays (independent training), as agreed in the general agreement between the Association and/or Mestis and the FHPA.
- 5.4 Equipment The Club is liable to provide the Player with the necessary and appropriate ice hockey gear and equipment as required in the regulations, unless specifically and personally agreed otherwise with the Player.
- 5.5 Meals and accommodation

During the trips to the games the Club is liable to cover reasonable expenses from the Player's meals and possible accommodation.

6 CASES OF ILLNESS OR INJURY

- 6.1 Liability to notify The Player shall notify the team's coaching staff without delay if he falls ill or is injured and present a medical certificate (if the Club requires that) if the illness or injury lasts over three days.

6.2 Incapacity to play resulting from ice hockey

If the Player is injured in one of the team's matches or training sessions; on a trip to a match or training sessions; in a social event in which he takes part following the Club's orders; or while he is practicing to keep up his physical condition independently, and a physician appointed by the team finds the player unable to play, the Club shall pay the compensations agreed in full until the end of the ongoing season at the maximum. It shall be added that the above term "at the maximum" refers unambiguously to the last day of the season, if the Player is incapable of playing until then.

If the Player is not satisfied with the medical opinion by the physician appointed by the Club, the Player accepts to undergo a physical examination carried out by a medical specialist jointly approved by the contracting parties. The Club and the Player agree to comply with the medical specialist's decision concerning the Player's incapacity to play.

If the player's wages are bound to the team's performance and lineup compensation, the injured player shall be regarded as a lineup player if he has been a regular member of the team lineup before his injury. If the player has been marked as a lineup player in the team's matches irregularly, he shall be paid a performance-based compensation in proportion to the games he has played.

6.3 Other incapacity to play

If the Player falls ill or is injured for a reason other than one of those cited in section 6.2 (reasons independent of ice hockey), the Club shall pay the wages of two (2) months following the beginning of the Player's period of incapacity to play.

If the Player is injured under circumstances specified in section 4.5 of this contract, he will lose the wages paid otherwise during his period of incapacity to play.

- 6.4 Deductions The Club may deduct per diems and other corresponding compensations which the Player receives by virtue of the law or following an agreement with the Club, from the Player's wages during the period of incapacity for work. However, the Club is not entitled to deduct the compensation from the wages of the period of incapacity when the compensation is based on an insurance paid by the Player himself.

For the period during which the Club has paid the wages for the incapacity period to the Player, the Club is entitled to receive the per diems or corresponding compensations intended for the Player as specified in the previous section, or to collect the corresponding compensations from the Player; however, these compensations shall not exceed the amount paid by the Club.

7 BREACHES AND DISSOLUTION OF CONTRACT

7.1 General provision The Club and the Player are entitled to dissolve this contract irrespective of its duration with immediate effect if there are particularly weighty reasons. Such reasons include a delay of the payment of wages, compensations, and other remunerations by over a month, or a breach or negligence of the legal or contractual obligations involved in the employment relationship that are so serious that the other party cannot be reasonably expected to continue the employment relationship.

7.2 Breach of contract and indemnification

If the Club or the Player breaches the provisions of this contract, the other contracting party is entitled to an indemnification, unless the breach can be deemed minor.

7.3 Determining of the indemnification

The indemnification intended in this contract is determined, unless it can be agreed upon, through arbitration proceedings, as specified in section 9 of this contract.

8 OTHER PROVISIONS

8.1 Forbidden substances (doping)

The Player is liable to comply with the orders of the Club, the Association, the Anti-doping Commission, or another system binding upon the Association to take a test to find out if the Player has been using forbidden substances whilst doing sports. The player shall also take a drug test on the Club's demand. Further, the player shall inform the Club of his use of medicines, nutritional supplements, stimulants, and any substances he knows or suspects to be prohibited in sports.

If the player is found guilty of using substances that are prohibited in sports or has refused to take the test, the Club may discontinue paying the compensations laid down in this contract and the Player Compensation Agreement with immediate effect.

If the Player is sentenced to a suspension for violating the anti-doping regulations, the Club may terminate this contract with immediate effect, in which case the player is liable to remunerate the team for the damage he has caused. The indemnification is determined, unless it can be agreed upon, through arbitration proceedings, as specified in section 9 of this contract.

8.2 Disciplinary penalties and withdrawal of part of the wages

The Club is entitled to withdraw an amount corresponding to $X/120$ of the Player's wages, if the Player is sentenced to a penalty of two (2) matches or more (X = length of the penalty). If the Player is sentenced to another penalty of two (2) matches or more during the same season, the Club is entitled to withdraw an amount corresponding to $X/60$ of the Player's wages.

Whilst making the deduction from the Player's wages, the Club shall pay attention to the restrictions specified in section 2:17 of the Employment Contracts Act.

9 DISPUTE RESOLUTION

Any dispute or controversy arising from this contract shall be resolved, unless they can be agreed upon, in the general first instance court of law in the Player's place of residence.

The Club and the Player can also agree to settle the case through arbitration proceedings in compliance with the effective legislation.

10 SIGNATURES

This contract is made in three (3) copies with the same wording, one for each contracting party, and one for the Finnish Ice Hockey Association.

This contract and the player compensation agreement shall be submitted to the Association within a week from the signing at the latest. Any relevant changes to the contract shall be delivered to the Association within one week from the change.

_____ of _____ 20____

Club

Player

Signed between the Finnish Hockey Players' Association and the Mestis on 25 May 2010.

Section 5.2. has been updated on 2 May 2011.