



FINNISH FIRST DIVISION ICE HOCKEY LEAGUE (MESTIS) PLAYER CONTRACT

1 CONTRACTING PARTIES

1. _____ (hereinafter the employer) and
2. _____ (hereinafter the player)

2 TERM OF CONTRACT

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 employer 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.

If the employer's team does not obtain a series license to Mestis or if the team drops out of Mestis, the employer and/or player have the right to unilaterally terminate the player agreement, without liability to indemnify.

2.1 Trial period

The trial period is ____ months and _____ days. During the trial period, the contract can be cancelled by each party (the trial period will end on ____/20__.)

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 employer, in accordance with the employer's and the coaching staff's orders.

The employer 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 player or the Association can keep a public register of the penalties imposed as a disciplinary measure.

The disciplinary rules are available on the website of Mestis.

3.3 Player wage contract

The employer 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 employer's advertising agreements

The player agrees to participate in the regular advertising and promotional events determined by the employer, as well as in events arranged by the employer's partners in cooperation. Such events shall be organized in such a way that they do not overlap with the team's joint holidays / training leave periods (with the exception of Mestis-gala or other similar awarding ceremony).

Awarding ceremony at the end of the season. Rewarding players have the obligation to participate in the Mestis-Gala or similar event at the end of the season. If Mestis-Gala is at the same time as training leave defined in the general agreement, the number of days spent in the event is added to the training leave (Mestis-Gala, two (2) days).

4.2 Advertising agreements

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

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

4.3 Photos

The employer holds the exclusive right to use photos of the player in the team uniform or other respective means of identification. The employer 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 employer's team uniform, if the club grants him a specific permission to do so.

4.4 Gear and equipment

The player shall use a stick and other gear of the trademark determined by the employer, unless agreed otherwise in writing. The player shall use the gear determined by the employer in the games, training sessions, and the employer's other events.

4.5 Other games

The player shall not take part in games other than those of the employer's team without the employer'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 employer, including school series and Universiades.

4.6 Other sports

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

The player shall not do the following sports under any circumstances (e.g. motor sports, sky diving; the forbidden sports are to be specified below):

–

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.

4.7 Notification of absence

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

4.8 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 joint training leaves.

4.9 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.

4.10 State of health reporting

Whilst negotiating the Player Contract, the player is liable to give the employer 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 employer 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 signing (entry into force) of the player contract, to undergo a physical examination in which a physician appointed by the employer examines and verifies his state of health and ability to play. The expenses of the physical examination are covered by the employer.

The employer 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 employer and the league can keep a public record of players who are inhibited from playing due to an injury or another health-related reason at a given time.

4.11 Betting

The player agrees not to participate in betting on his own team's games by 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 employer's position towards betting or pools games.

5 EMPLOYER'S DUTIES

5.1 Payment of wages and other compensations

The employer shall pay the wages, compensations, and other remunerations to the player, as agreed in the player compensation agreement attached to this contract.

5.2 Transfer to the Athletes' Fund

The employer shall pay, on the player's request, a part of the wages determined by the player to the Athletes' Fund, as defined in sections 16 a – c of the Income Tax Act.

5.3 Insurances and pensions

The employer 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 employer in case the injury has occurred during a training event ordained by the employer or during a guided training event, or another training event belonging to the employer's training programme (e.g. training during an independent training period or summer holiday).

For a player whose taxable wages for sporting paid by the employer during the season, or whose total taxable wages for sporting during the season amount to at least EUR 11.410 (in 2019) (the amount shall be adjusted every calendar year by the wage coefficient intended in section 96 of the Employees Pensions Act (395/2006), the employer takes out an insurance in accordance with the Act on Athletes' Accident and Pension Cover (276/2009) (also known as "Athlete's insurance").

The employer pays the health insurance payment 0,77 % (in 2019) calculated on the player's gross salary (wage, bonuses, taxable fringe benefits).

The player accepts that the employer will inform the Finnish Ice Hockey Association of any issues relevant for the monitoring of the insurance cover. The player shall give a power of attorney to the employer in order that they can handle the player's insurance matters with the insurance company.

The player accepts that a representative of the FHPA (Executive Director or a person authorized by the Executive Director) is entitled to receive from the insurance company all information that can be used to ensure that the pension and the casualty insurance are arranged in accordance with the law.

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

5.4 Holidays

The employer shall grant the player training leaves and holidays, as agreed in the general agreement between the Association and/or Mestis and the FHPA.

5.5 Equipment

The employer 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.

5.6 Meals and accommodation

During the trips to the games the employer is liable to cover the expenses arising from adequate meals and possible accommodation for players.

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 employer 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 games or training sessions; on a trip to a game or training sessions; in a social event in which he takes part following the employer's orders; or while he is practicing to keep up his physical condition independently (detailed in section 2 of the Act on Athletes' Accident and Pension Cover 276/2009), and a physician appointed by the team finds the player unable to play, the employer 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.

Additional note on performance and lineup-based compensations

If the player's wages are bound to the employer's 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 (during the term of this contract). If the player has only been marked as a lineup player in some of the team's games, he shall be paid a performance-based compensation in proportion to the games he has played. (E.g. if the team has played a total of ten games, and the player has been in the lineup ten times, 100% of the lineup and performance-based compensations will be paid to him. On the other hand, if the team has played ten games, and the player has been in the lineup in five of them, he is entitled to 50% of the lineup and performance-based compensations.)

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

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 employer shall pay the wages of three (3) months following the beginning of the player's period of incapacity to play.

If the player is injured under circumstances specified in section 4.6 of this contract, he will lose the wages paid otherwise during his period of incapacity to play.

6.4 Deductions

The employer may deduct per diems and other corresponding compensations which the player receives by virtue of the law or following an agreement with the employer, from the player's wages during the period of incapacity for work. However, the employer 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 employer has paid the wages for the incapacity period to the player, the employer 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 employer.

7 BREACHES AND DISSOLUTION OF CONTRACT

7.1 General provision

The employer 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 two weeks, 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 Misleading information

If either of the contracting parties has misled the other contracting party with respect to essential provisions of this contract, the misled party has the right to dissolve the contract with immediate effect and to be remunerated for the damage incurred.

7.3 Breaches by the player

The player shall not sign a player contract with another employer preventing or harming the fulfilment of this contract. If the player signs such a contract, the employer may discontinue paying the compensations laid down in this contract with immediate effect. The player is also liable to remunerate the employer for the damage incurred by the unjustifiable dissolution of the contract.

If the player breaches the terms of this contract otherwise, the employer is entitled to discontinue paying the compensations and the player is liable to remunerate the club for the damages he has caused unless the breach is deemed minor.

7.4 Breaches by the employer

If the employer neglects to fulfil the obligations agreed upon in the player compensation agreement, the player is entitled to indemnification, unless the breach is deemed minor.

If the employer breaches the terms of this contract otherwise, the player is entitled to indemnification.

7.5 Determining of the indemnifications

The indemnifications intended in this contract are determined, unless they can be agreed upon, through arbitration proceedings, as specified in section 9 of this contract.

7.6 Collecting wages/ player's activity

If the player has wages to be claimed at the end of the season, he shall actively collect the receivables, in addition to which he shall notify an official of the Finnish Ice Hockey Association of his receivables.

8 OTHER PROVISIONS

8.1 Forbidden substances (doping)

The player is liable to comply with the orders of the employer, 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 employer's demand. Further, the player shall inform the employer 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 employer may discontinue paying the compensations laid down in this contract and the Player Compensation Agreement with immediate effect.

If the player is made subject to a punishment for doping or for refusing to take the tests, the employer 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 proceedings intended in section 9 of this contract.

8.2 Disciplinary penalties and withdrawal of part of the wages

The employer is entitled to withdraw an amount corresponding to X/180 of the player's season-specific wages, if the player is sentenced to a penalty of two (2)-games or more (X = length of the penalty). If the player is sentenced to another penalty of two (2)-games or more during the same season, the employer is entitled to withdraw an amount corresponding to X/120 of the player's wages.

If a player is sentenced to three or more penalties of two (2) or more games during one and the same season, the employer 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 employer shall pay attention to the restrictions specified in section 2:17 of the Employment Contracts Act.

8.3 Player's agent

Upon the signature of this contract, the player's agent is _____.
The player shall agree to notify (within 7 days) the employer if he chooses to change his agent. The player's agent only charges the player who is his client for his fees, instead of charging the player's club.

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 employer 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 (the wage supplement) 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____
Place Date

Employer

Player

Signed between the Finnish Hockey Players' Association and Finnish First Division Ice Hockey League Mestis on 21 March 2018.

This agreement has been updated 22.3.2018.
Section 2 has been updated 26.2.2019.
Section 5.3 has been updated 6.8.2019.

WAGE SUPPLEMENT TO THE PLAYER CONTRACT (signed ___/____20__)

1. Basic wage

The employer pays a total of EUR _____ of wages to the player.
Holiday pay (9 % if less than 1 year contract before 31.3.) will be paid either every month or in the last payment after season.

The wages are paid monthly as of ___/____20__ in equal payments. The payments shall be on the account indicated by the player every month on the day specified above.

The wages are paid primarily during the period between 1 August and 28 February (7 months). However, the player and the employer can also agree to extend the payments to a period longer than 7 months. If the club's games continue after 28 February, the following agreement applies to the payment of wages:

In addition, the employer shall pay/shall not pay (strike through the unnecessary part) per diems and travel expense compensations to the player in accordance with the law.

The compensations to be paid shall not exceed EUR _____/month.

Further, the Player Contract shall include the following taxable fringe benefits:
(The fringe benefits shall be paid to the player for the whole term of contract)
(Example: housing benefit EUR 300/month, to be added to the gross wages)

2. The player shall be paid the following taxable bonuses based on the team's performance:

The bonuses shall be paid in connection with the payment of the wages for the month following their accrual.

3. The employer shall also pay the player the following taxable personal bonuses:

The bonuses shall be paid in connection with the payment of the wages for the month following their accrual.

4. Other issues

5. Health insurance payment

The employer pays the health insurance payment 0,86 % (in 2018) calculated on the player's gross salary (wage, bonuses, taxable fringe benefits).

_____ of _____ 20____
Place Date

Employer

Player