## Annex 1

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# PLAYER CONTRACT APPROVED BY JÄÄKIEKON SM-LIIGA OY AND THE FINNISH ICE HOCKEY PLAYERS' ASSOCIATION BETWEEN A FINNISH ELITE LEAGUE PLAYER AND A LEAGUE TEAM

## 1. PARTIES

This employment agreement (hereinafter "player contract") has been entered into on 202between the following parties:
1.1. Name of the player as the employee:
social security number:
address:
e-mail address:
(hereinafter " <b>Player</b> "); and
<b>1.2.</b> Name of the League Team as the employer:
business ID:
address:
e-mail address:
(hereinafter "Employer" <sup>1</sup> ).

The Player and the Employer hereinafter also jointly the "**Parties**" and separately a "**Party**".

## 2. BACKGROUND AND PURPOSE OF THE PLAYER CONTRACT

The Employer is a shareholder of *Jääkiekon SM-Liiga Oy* (hereinafter also referred to as the "**Elite League**"), who takes part in the competitive activity of the top-flight national ice hockey competition in Finland (hereinafter referred to as the "**Finnish Elite League**") arranged by the Elite League and possibly also in the CHL. The CHL is arranged by the CHL-organisation, in which the Elite League is a shareholder.

<sup>1</sup> In this Player Contract, the reference "*Employer*" also includes the Representative Team of the Employers organization playing in the Finnish Elite League.

The Player is an employee who plays hockey professionally and who, under this player contract, undertakes to practice his profession under the supervision of the Employer primarily in the Employer's Representative Team.

With this player contract and its annex, the Parties agree on the employment relationship between the Player and the Employer as well as their rights and obligations in relation to each other.

#### 3. THE BINDING EFFECT OF THE COLLECTIVE AGREEMENT ON THE PARTIES

The Parties acknowledge that the Finnish Ice Hockey Players' Association (hereinafter referred to as the "FHPA") and the Elite League have concluded a Collective Agreement for the seasons 2020–2021, 2021–2022, 2022–2023 and 2023–2024 concerning the activity of the Elite League (incl. the CHL) and the activity of the associated teams (hereinafter referred to as the "Collective Agreement"). The Elite League representing the Elite League shareholders i.e. the League Teams (incl. the Employer) and the FHPA representing the players have in the Collective Agreement agreed among other things on the following:

All League Teams participating in the competitive activities of the Finnish Elite League during the mentioned seasons and the players playing there as employees must sign a player contract corresponding to the terms set out in this contract the model of which is annexed to the mentioned Collective Agreement (Annex 1).

The Parties understand and accept both the aforesaid and any other matters agreed in the Collective Agreement, which affect the employment relationship agreed upon in this player contract.

The Parties (incl. their representatives and possible advisors) have acquainted themselves with the Collective Agreement and a copy of it is found in <u>Appendix B</u> of this player contract.

By signing this player contract, the Parties hereto confirm to abide by the applicable terms of the Collective Agreement, which form a part of the terms of the employment relationship between the Parties as further specified in this player contract.

#### 4. CONTRACT PERIOD

# 4.1. The length of the contract period

The contract period of	this player contract st	arts20	and en	ds without
termination	_20 unless the Parties	have agreed otherv	vise in writi	ng below.
Agreeing otherwise reg by the Parties here:	garding the end or the s	tart of the contract p	eriod has l	oeen agreed

The Parties agree, if necessary, on possible season specific options here:	

In principle, a Party must notify the other Party of the use of the options agreed in this section 4.1., two (2) months prior to the start of the forthcoming season. As an exception to this general rule, a Party must notify the other Party within seven (7) days after the Employer's last game of the Finnish Elite League's regular season or playoffs of the use of the options agreed in this section 4.1. in case the Parties have not entered into this player contract until after the first game of the current season of the Finnish Elite League's regular season. These periods of notice do not apply to foreign transfer options possibly agreed upon between the Parties. The periods of notice of such foreign transfer options are agreed separately in the <u>Appendix A</u> of this Player Contract.

The Elite League and FHPA agree in advance and in writing on the specific starting time and the duration of the playing season, if the seasons do not start or end like the preceding season 2020–2021 (1 May – 30 April) or if the number of games is increased or decreased in contrast to the preceding season 2020–2021.

Any exceptional extensions of the playing seasons beyond the agreed ending date is mandated in paragraph 4 of the Collective Agreement in manner which is binding on the Parties.

If the Employer in the middle of this player contract and after a certain season does not continue its games in the Finnish Elite League due to athletic reasons (i.e., the Employer drops to a lower division after a possible reform of the league system), both Parties have the right to cancel this player contract to end with the season in question without a liability for damages. Hence, the Employer's salary payment obligation ends either at the end of the season or after the end of the practice break following the season in question depending on which of these events takes place later. The Parties have the same aforesaid right to cancel the player contract also in situations where the Employer voluntarily and unprompted foregoes its standing position in the Finnish Elite League. The Employer however does not have this right, if this player contract has been concluded during the season after which the Employer foregoes its standing position in the Finnish Elite League.

A Party is obligated to deliver a notice of cancellation, when using the aforesaid right in accordance with this clause, to the other party within seven (7) days after the last regular season / playoff game of that season. If neither Party uses this right to give a notice of cancellation within this time limit, this player contract continues accordingly.

# 5. TRIAL PERIOD

The Parties agree that the trial period of this Player Contract is months.

During the trial period, both Parties have the right to cancel this player contract in accordance with chapter 1 section 4 of the Employment Contracts Act (26.1.2001/55 with

amendments). In a case of cancellation during the trial period, the Employer is immediately obligated to release the Player's transfer rights, meaning that the player may transfer to a new team free of expenses.

The player contract model of the Collective Agreement states that:

- (i) The maximum length of the trial period is four (4) months;
- (ii) in contracts, that are concluded prior to 15 May, the trial period may be four and a half (4,5) months;
- (iii) in player contracts that are shorter than eight (8) months, the trial period may at a maximum be half of the length of the player contract; and
- (iv) the trial period may not be agreed to remain valid after 31 December.

The Parties undertake to comply with these (i) - (iv) provisions, and their trial period agreed on above is not contrary to these provisions.

#### 6. ENTRY INTO FORCE OF THE CONTRACT

This player contract enters into force when the Parties have signed it and when the Player has passed the health examination set forth in section 8.11 of this player contract unless the Parties have agreed in writing that the health examination is not necessary. Passing the health examination shall mean that the Employer has not given a notification of cancellation due to the health examination within that day when all the relevant information of the examination has been delivered to the Employer.

The Parties shall stipulate below, if a health examination of the Player is not necessary	ssary

It is the Employer's responsibility to ensure that the Player's health examination is held in principle after signing the player contract and at the latest within ten (10) days after signing.

Regardless of the aforesaid entry into force, the execution of the essential obligations of this player contract (incl. the Players obligation to work and the Employers obligation to pay salary) begin, when the contract period stated in section 4.1 commences.

This player contract remains in force until the end of the last season stated in section 4.1. of this player contract.

#### 7. GENERAL RULES ON THE IMPLEMENTATION OF THIS CONTRACT

## 7.1. General provision

The Player undertakes to play and practice in accordance with the instructions given by the Employer or its coaching staff in a Finnish (Representative Team or the Employer's team playing in the U20-league) team that is part of the Employer's organisation to which the Player is appointed by the Employer.

The Employer and the Player may jointly agree both in writing and in advance on the Player's transfer to another team and to another employer. In the negotiations of such a transfer, both the Player's personal and the Employer's circumstances must be considered. Such a player transfer is not possible without the prior written consent of both Parties.

# 7.2. Discipline

The Player agrees to abide by the disciplinary rules of the Finnish Elite League, Suomen Jääkiekkoliitto ry (hereinafter "Jääkiekkoliitto") and the International Ice Hockey Federation (hereinafter "IIHF") and the Finnish Anti-Doping regulations (in force from 1 January 2021) as part of this player contract. The Player accepts that the Elite League, an organ appointed by it or its clerical employee can impose sanctions in accordance with the mentioned rules.

The Player also gives his consent to the Employer and the Elite League maintaining a public register regarding the sanctions imposed in disciplinary procedures. However, no information on the euro-denominated amount of the salary deduction imposed on the Player may be published.

The officially confirmed versions of the aforesaid disciplinary rules and the relating Finnish Anti-Doping regulations and Jääkiekkoliitto's / IIHF's rules, all of which the Elite League has submitted to the FHPA prior to their entry into force, are found in <u>Appendix C</u> of this Player Contract.

# 7.3. Working hours

Due to the nature of the Player's employment and the compensation structure, the provisions of the Working Hours Act regarding overtime and Sunday work as well as weekly free time are not applied to the employment relationship agreed between the Parties by way of this player contract.

Such overtime and Sunday work as well as the time used travelling shall be compensated to the Player with a practice break at the end of each season which has been further agreed upon in this player contract.

# 8. The Player's obligations

## 8.1. Player's primary work

The Player's primary work, to which the Employer has hired him, concerns playing hockey in practice games, the Finnish Elite League, international tournaments (for example Spengler Cup) and possibly in the CHL (or in another team appointed by the Employer, which is part of the Employers organisation) and to practice either jointly with other players hired by the Employer or independently in a manner determined by the Employer's sports management and coaching staff in accordance with this player contract. Travelling to the games is also a part of the Player's work.

#### 8.2. Other events

The Player agrees to participate in customary promotional events designated by the

Employer as well as in the events of the Employer's partners unless this obligation has been restricted during certain times in a way specified below.

In case the Employer wins the Finnish Elite League, the Player is obligated along with the other players of the Employer to be available in two (2) events held by the partners of the League Team without separate salary or other compensation. Such events must be held within five (5) days after the last playoff game. In addition to this, the Player is obligated to participate in the season ending gala of the Finnish Elite League, if the Elite League has notified the Player well in advance that he is going to be an awarded player and if the Elite League bears the travelling and accommodation costs. The number of days of such events are added to the practice break agreed on below.

In accordance with section 3.5.2 of the Collective Agreement, the Employer has the right to require the Player, and the Player is obligated on the Employers request, to participate in the promotion events of the Employer's partners held before or after a league game and during the joint practice periods. The Employer must notify the Player of his participation in such events at least a week beforehand. In principle, the Player's participation in such events (in August – September) takes place when the Employer has a game, and the Player is not in the line-up. During the agreed practice period, the Employer may require the Player to attend a maximum of two (2) weekend events, that are important to either the audience of the Employer or the partners of the Employer: one (1) before the annual holiday and one (1) after it. The days spent in such events shall be compensated to the Player as an additional practice break.

After the team's practice break, the Employer shall arrange the joint practice so that the practices determined by the Employer and the other joint events of the team are held during the week (Monday – Friday) until two (2) weeks prior to the season start (until the first regular season game).

The abovementioned restriction does not apply to the practice games that are played during the joint practice period and before the season start. The amount of practice games are limited in the Collective Agreement in a manner that is binding on the Employer.

## 8.3. Advertising contracts

The Parties agree to choose in mutual understanding one of the following options A) – C) regarding the Player's own advertising and marketing contracts. The Parties shall mark the option with a cross below. If none of the options are marked, option C applies to this player contract.

The Parties agree to comply with the option A)\_\_\_\_, option B) \_\_\_ or option C) \_\_\_ regarding the Players own advertising and marketing contracts.

#### **OPTION A)**

The Player must comply with the advertising, marketing and cooperation agreements concluded by the Employer. The Employer shall upon request present a report of these contracts.

The Player has no right to deviate from the advertising, marketing and cooperation agreements concluded by the Employer or engage in similar contracts without the

Employer's permission. If permission is declined, it must be done on the basis of a legitimate reason relating to the activities of the Employer.

# **OPTION B)**

The Employer has concluded advertisement, marketing and cooperation agreements with numerous partners. The Employer is obligated to inform and keep the Player up to date of the twenty (20) most important partners with whom the Employer has a cooperation agreement in force. The Employer is obligated to prove the validity of the cooperation agreement upon the Player's request. The Employer is further obligated to submit a written list of partners of the abovementioned partners and notify the Player, if such list is amended. The list is always Player-specific.

Based on this partner list the Player undertakes, during the validity of this player contract, not to either personally or through a third party (for example the FHPA) engage in advertisement, marketing or cooperation activities with companies that compete with the Employers ten (10) most important partners specified in the partner list. In addition to this, the Player undertakes to first make any advertising, marketing or other cooperation activity proposals to the partners specified by the Employer in the partner list (1.–20.). If these partners do not approve the proposal as it is, the Player is free to make a proposal with the same content to a company of his choice, excluding the competing companies of the most important partners (1.–10.) specified by the Employer in the partner list.

Regardless, the Player has the right to continue with the advertisement, marketing or other cooperation activities competing with the most important partners of the Employer (1. - 20.), if the Player has engaged in such activities prior to this player contract.

The Player's right to participate in this sort of advertisement, marketing or other cooperation activities is not restricted in other aspects. The Player shall in a reasonable way strive to keep the Employer's sales and marketing staff aware of any plans and negotiations regarding the abovementioned and cooperate with them to the extent possible.

For the avoidance of doubt, the Parties state that the Player does not, without the Employer's prior written consent, have the right to use the representative or game uniform of the Employer, the tradename or trademark of the Employer or any publication or marketing appearance that can be connected to the Employer in this sort of cooperation activities.

The Player undertakes to ensure that his own cooperation agreements that are in accordance with this Player Contract, do not disturb his working obligations under this Player Contract.

## **OPTION C)**

The Player's right to independently enter into advertisement agreements is not restricted in any way.

## 8.4. The Employer's right to the Player's image and voice

The employer has an exclusive right to an image or similar identifier taken of the Player

in the Elite Team uniform with the Employers logo included.

The Employer can use these kinds of images and the voice of the Player in the marketing of its partners and its organisation, which can be executed in any form of printed or digital communication (incl. using living image in marketing purposes on TV, internet, social media, and other distribution channels as the Employer has done in season 2020–2021 before).

The Player can use the beforementioned picture only with the Employer's explicit permission.

Excluding the use of the beforementioned image in the marketing of the Employer's partners or its organisation in accordance with this Player Contract or using a picture or other identifier of the Player in accordance with the Collective Agreement, the Parties must separately agree in writing and in advance on the use of the Player's image or other identifier. The Player must be compensated for such use.

The Parties must also separately agree in writing and in advance on the use of the Player's social media accounts in the Employer's and/or its partners marketing purposes. The Player must be compensated for such use.

The League's right to use a image and other identifiers of the Player as part of its cooperation and media agreements has been agreed on separately in section 5 of the Collective Agreement (THE USE OF PLAYERS' IMAGES AND IDENTIFIERS).

#### 8.5. Gear and outfits

The Player shall use the hockey stick brand and other gear determined by the Employer unless the Parties agree otherwise.

The Player shall use the uniforms separately determined by the Employer in the games, practices and other events held by the Employer.

#### 8.6. Other games

While this player contract is in force, the Player may not, without the Employer's consent, participate in other hockey games than the games of the teams belonging to the Employer's organisation.

However, the Player has the right to participate in the games of the National Teams under Jääkiekkoliitto in accordance with the agreement between Jääkiekkoliitto and the Elite League as well as in the games held jointly by the Elite League and FHPA.

#### 8.7. Other sports

During the term of this player contract the Player cannot without the Employer's permission engage in or exercise sporting activities which are dangerous to the Player's health (for example, motor sports, parachuting and similar).

This prohibition can be deviated from by listing the sports that the Employer allows the Player to exercise:

Doing other customary sports is however allowed provided that these exercises maintain and improve the Player's basic condition and performance in hockey.

#### 8.8. Notification about absence

If the Player is prevented from participating in the Employer's practices or games due to an overriding reason, he must notify such reason and the related cause to the Employer's coaching staff immediately after the overriding reason has arisen. If the Player's absence is due to medical reasons, he must immediately reach out to the doctor appointed by the Employer.

# 8.9. Independent practice

The Player shall follow the professional and well-established standard of Finnish Elite League players in his independent practice when the Employer does not arrange joint practices for the team.

The Employer is obligated to instruct the Player on his training during the independent training period in accordance with the player's personal needs and in a qualitative manner. The Player's insurance cover must be in force during this time.

The Player is obligated to participate in fitness tests ordered by the Employer's coaching staff. Such tests shall be arranged so that they do not overlap with the Player's annual holiday or practice break.

## 8.10. Public appearances

The Player agrees to advance the Employer's and hockey's positive public image in his public appearances and activities. The Player shall avoid actions which conflict with these objectives.

The Player shall in his private life and way of living behave in a manner that does not jeopardize his game performance and condition or cause negative publicity to the Employer or to hockey as such.

## 8.11. Determining the state of health of the Player

While negotiating this player contact the Player shall provide the Employer with all information regarding his health which affect his playing abilities.

During the negotiations related to this player contract and when it is in force, the Player is also obligated to notify the Employer of all drugs, supplements, stimulants, and any other substances that the Player uses and knows or suspects to be forbitten in sports, if he uses such substances.

Prior to the commencement of the first season of this player contract or, in a case where the season has already started, as soon as possible, the Player is obligated to participate in a health examination in which the doctor appointed by the Employer shall examine his state of health and playing ability. This health examination shall be conducted without

undue delays. The Employer is liable for the expenses of the health examination. The content of the health examination is determined by the medical doctors chosen by the Elite League and FHPA (one from each), who together prepare separate guidance on the criteria and demands of the health examination. The Employer agrees to follow this guidance in the health examination.

During the term of this player contract, the Employer is entitled to receive all information related to the Player's state of health, which affect the Player's playing ability, from the doctor appointed by the Employer who has performed the health examination of the Player and treated him. The Employer undertakes to keep confidential and not to disclose the Player's health records to third parties. The Employer and the Elite League may keep a public register of players who are currently prevented from playing due to an injury or other health related reasons. During and after the season (halfway through the Finnish Elite League regular season), the Employer has a right to anonymously provide general information on the injuries of players to the injury register maintained by the Elite League, and to which the Elite League shall grant the FHPA access to. Information in this injury register shall be used in injury statistics and other studies concerning all players playing in the Finnish Elite League in a manner which does not compromise the absolute confidentiality of the Player's health records. The Employer, the Elite League and the FHPA undertake to comply with separate data protection provisions in relation to this injury register.

The Player undertakes to participate in the treatment recommended to him by the Employer designated doctor with the sufficient expertise, if the insurance taken out by the Employer covers all costs of such treatment.

# 8.12. Betting

The Player agrees not to either independently or by the means of his representative, participate in betting on his Employer's games or otherwise act in a way that calls into question his actions or the position of his Employer in relation to betting or sporting pools.

# 8.13. Game data

The Employer has the right to collect, utilize and publish various team- and player-specific data generated by the game. The Player and the FHPA are entitled to utilize and use the aforesaid data in their own marketing and events, but not for commercial purposes i.e. with third parties, unless otherwise agreed between the Employer and the Elite League. Upon the Player's request, the Employer is obligated to provide his aforesaid data to the Player or to the FHPA.

Notwithstanding the above, the use of the Player's health records or similar sensitive personal data in any context always requires the prior explicit and written consent of both the FHPA and the named player. The Employer may not use such information without these consents.

#### 9. THE EMPLOYERS OBLIGATIONS

# 9.1. Salary payment to Players and taxation

The Employer undertakes to pay the Player the salary, bonuses and other

compensations specified in the player compensation annex attached as <u>Appendix A</u> of this player contract on the terms and conditions detailed therein, including compensation for CHL-games, if the Employer participates in them.

All salaries, bonuses and other compensations mentioned in <u>Appendix A</u> of this player contract are taxable income to the Player. The Employer shall make timely payment of all its financial obligations under <u>Appendix A</u> of this player contract on time including payments of the Employer's pension insurance premiums, as well as any other payments arising from the player contract and the employment relationship as a result of laws, regulations and other agreements between the Parties.

The amounts mentioned in <u>Appendix A</u> of this player contract include the calculated holiday remunerations and holiday pay.

#### 9.2. The transfer to the Athlete Fund

Upon the Player's request, the Employer shall pay the share determined by the Player of his salary to the Athlete Fund referred to in section 16 a-c § of the Income Tax Act.

# 9.3. Insuring the player

The Employer shall take out insurance for the Player in accordance with the *Act on Athletes' Accident and Pension Cover* (276/2009 as amended, hereinafter referred to as the "**AAAPC**"), while taking into account the provisions on the content of the insurance cover agreed in the Collective Agreement. The Player's insurance cover shall in all cases be based on the Player's total salary.

In accordance with these provisions the Employer shall, in addition to the mandatory accident insurance stated in the AAAPC, at its expense take out a joint insurance, a so-called medical expenses insurance, for the Player as agreed between the Elite League and the insurance company.

The Employer shall, through the insurance it has taken out, ensure that the Player is fully compensated for all accidents (incl. all medical-, medical treatment-, medical examination- and other rehabilitation expenses as well as illness compensations) in accordance with section 2 of the AAAPC that occur to the Player during the duration of this player contract in connection with:

- 1) a match or sports performance;
- 2) instructed, supervised or training program-related training;
- 3) the athlete moving from home or accommodation to the location of competition, match or training or back therefrom;
- 4) travel program related activities in match, competition or training trips; or
- 5) while the athlete is representing the club or community, referred to in section 1 of the AAAPC, in an event by order of the sports club or on the journey to such event or back therefrom.

The provisions of the AAAPC are also otherwise applied to accidents concerning the Player.

The Employer, together with the Player, undertakes to ensure that the accidents covered

by the AAAPC are not transferred to be compensated from the medical expenses' insurance. In the event of a borderline case, which has been transferred by a decision of the insurance company to a disability covered by the medical expenses insurance, the Employer must immediately notify the Player of this, and the Parties shall together undertake to appeal against such decision.

In the case of a Player's illness or disability, which is not in any way<sup>2</sup> due to an accident stated in section 2 of the AAAPC, occurring during the term of this player contract or earlier in his career (which is reimbursed from the accident insurance taken out by the prior League Team), the medical-, medical treatment-, medical examination- and other rehabilitation expenses and illness compensations of the particular illness or disability shall be compensated from the medical expenses insurance taken out by the Employer.

To the extent that such medical expenses related to an accident other than those under section 2 of the AAAPC exceed the maximum indemnity set out in the medical expenses insurance at the time of concluding this contract or are not reimbursed by the insurance company at all, the Employer's obligation to compensate the above costs after the maximum indemnity is limited to EUR 10.000,00 for each of the Player's individual illness or disability. The Employer's aforesaid obligation ends when this player contract expires.

Under no circumstances is the Player obligated to contribute to the funding or the payment of the above-mentioned medical expenses caused by his injury, illness or disability.

By signing this player contract the Player provides his consent to the Employer deducting a contribution (0-2%) of his pension insurance premium from his salary up to a maximum of EUR 121,310.00 (for the season 2020-2021) in the amount set forth in section 3.4.3 of the Collective Agreement, and paying it to the insurance company. This maximum earning limit is adjusted each calendar year by the wage coefficient referred to in section 96 of the *Employees Pensions Act* (395/2006). The deduction shall be made for the entire season in an amount compliant with the wage coefficient of the calendar year during which the season started.

The Employer is responsible for paying the insurance premium to the insurer and the provisions of section 3.4.3 of the Collective Agreement shall apply to the Player's contribution of the pension insurance premium. The Employer undertakes to always make these payments and settlements on time. Any delay or neglect in such payments shall always be considered a material and serious breach of this player contract.

The Player agrees that the Employer provides the Elite League with all information necessary for the supervision of insurance coverage.

The Parties agree that the FHPA's representative (the Executive Director or a person authorized by him/her) shall receive from the insurance company all information necessary to ensure the validity of the accident insurance and the retirement pension

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basis for its interpretation if required by the Player.

<sup>&</sup>lt;sup>2</sup> In this respect, the following is stated by way of example: If the Player injures his back during a game or practice and a spinal disc herniation is discovered during the treatment of this injury and the insurance company claims that the injury "originates from an illness", despite the fact that it has been proven to originate from the injury and the symptoms began as its consequence, the Parties shall strive get all treatment expenses compensated from the accident insurance. If, for one reason or another, the insurance company does not reimburse it from the accident insurance, then the treatment expenses will primarily be compensated from the medical expense insurance, but the Parties shall still jointly establish the insurance company's medical

insurance as well as the payment of all relevant payments as required by law.

The Player can, at his own expense, improve his insurance coverage. These insurances do not affect the Employer's obligation to insure the Player in accordance with this contractual clause.

#### 9.4. Practice break

The Employer undertakes to give the Player a minimum of 24 working days (Mon-Sat), i.e. four (4) weeks or as further agreed in section 3.5.1 of the Collective Agreement, under certain circumstances a three (3) + one (1) week uninterrupted practice break after the last official regular season-, play off- or national team game.

For the avoidance of doubt, the Parties emphasize that the practice break does not constitute a holiday for the Player.

The Parties undertake to fully comply with the terms and conditions set forth in section 3.5.1. of the Collective Agreement.

# 9.5. Holiday arrangements

The terms and conditions set forth in section 3.5.2 (*Holiday arrangements*) of the Collective Agreement shall apply to the Player's annual holiday and other holiday arrangements, which the Parties undertake to fully comply with.

# 9.6. The timing of the holiday

The terms and conditions set forth in section 3.5.3 (*The timing of the holiday*) of the Collective Agreement shall apply to the Player's annual holiday and timing of the holiday arrangements, which the Parties undertake to fully comply with.

## 9.7. The start of the joint practice and practice games

The terms and conditions set forth in section 3.5.4 (*The start of joint practice*) of the Collective Agreement shall apply to the start of the Employer's joint practice, which the Parties undertake to fully comply.

The terms and conditions set forth in section 3.6 of the Collective Agreement shall apply to the Parties obligations regarding practice games, which the Parties undertake to fully comply with.

#### 9.8. Christmas and New Year's

The terms and conditions set forth in section 3.5.5 (*Christmas and New Year's*) of the Collective Agreement shall apply to the Player's obligation to work during Christmas and New Year's, which the Parties undertake to fully comply with.

#### 9.9. Holiday pay and -compensation

The terms and conditions set forth in section 3.5.6. of the Collective Agreement shall apply to the Player's right to holiday pay and -compensation and to any possible salary

periodisation, which the Parties undertake to fully comply with as further agreed in the player compensation Appendix A of this player contract.

#### 9.10. Health care

The Employer shall at its expense provide occupational health care to the Player in order to prevent and treat the health risks arising directly from playing. The Employer shall pay for the examinations prescribed by the occupational health doctor.

# 9.11. FHPA membership fee

The Parties shall record here whether the Player is a member of the FHPA: The Player is a member\_OR the Player is not a member\_.

If the Player is a member of the FHPA, by signing this Player Contract, he provides his consent to the Employer deducting the FHPA membership fee from his salary and paying it to the FHPA by the end of October each year.

# 9.12. Player contract offer

When making an offer to the Player's agent, the Employer must notify the Player of the offer by text message or e-mail – "Team X has today (date) made a contract offer to your agent".

#### 10. PLAYER'S ILLNESS AND INJURY

# 10.1. Notification obligation

The Player must immediately notify the Employer's coaching staff of his illness or injury, provided that the matter has not come to the attention of the coaching staff as a result of the injury or illness occurring during a game or practice.

# 10.2. Inability to play due to hockey

If the Player's injury or illness has occurred in accordance with section 2 of the AAAPC and the doctor appointed by the team declares the Player incapable of playing, the Employer shall pay the Player the agreed compensation in full by the end of the on-going season.

In addition, the Employer shall during the validity of a multi-year contract fully pay the agreed compensation from the start of the season (1 May) following the injury for six months i.e. until 31 October taking however into account that 50 % of the monthly salary for September and October is paid for the salary part exceeding the monthly distribution of the annual salary of EUR 121.300,00.

If the Player's salary is linked to the Employer's success in the games and to roster compensation, the injured Player shall be deemed to be a Player entered into the roster in the match report, if he has before this regularly been part of the Employer's line-up. If the Player has been entered into the roster in the match report for only some of the Employer's games, the Player shall be paid a salary tied to the Player's success in the games and/or roster compensation in proportion to the extent that the Player has been entered into the roster of the match report. For example, when the Employer has played ten (10) games and the Player has participated in ten (10) games, the roster and success

compensation shall be paid to one hundred percent (100 %). When the Employer has played ten (10) games and the Player has participated in five (5) games, the roster and success compensation shall be paid to fifty percent (50 %).

In case the Player is dissatisfied with the medical statement provided by the Employer appointed doctor regarding his inability to play, the Player agrees to be examined by a medical specialist mutually approved by the Parties, and the Parties undertake to comply with this medical specialist's decision regarding the Player's possible inability to play.

# 10.3. Other inability to play

If the Player becomes ill or injured outside an accident specified in section 2 of the AAAPC, the Employer shall during the validity of this player contract pay the Player from the beginning of the incapacity of play

- for a maximum period of two (2) months, if the player contract has been concluded during the current season after 31 October; or
- for a maximum period of five (5) months, if the player contract has been concluded during the current season by 31 October.

The Player must provide the Employer with a reliable statement of his incapacity to work.

The Player is not entitled to get paid for the period he in unable to play, if he has caused such incapacity intentionally or through gross negligence or if he has become debilitated in violation of the prohibition to engage in sports that are hazardous to health, set forth in this player agreement.

#### 10.4. Deductions

The Employer may deduct from the Player's salary during his incapacity the predetermined amount of money that the Player may receive because of such incapacity for the same period in the form of a daily allowance or comparable compensation pursuant to applicable law or an agreement entered into by the Employer. However, the Employer shall not be entitled to make salary deductions for the period incapacity to the extent that the Player receives compensation from an insurance he has independently taken out.

For the period during which the Employer has paid the Player's salary during his incapacity, the Employer is entitled to receive for its benefit the Player's daily allowance or equivalent compensation in accordance with the previous paragraph, if the above compensation or daily allowances has been paid to the Player, but no more than the amount of compensation or daily allowance that has been paid to the Player.

#### 11. INFRINGEMENTS AND CANCELLATION OF THE CONTRACT

## 11.1. General provision

Taking the provisions of the Employment Contracts Act into account, both Parties have right to cancel this player contract immediately, regardless of its duration, for an

extremely compelling reason. Such a reason may be present, if the other Party breaches or neglects its obligations arising from the player contract or the law and affecting the employment relationship between the Parties in such a serious manner that the other Party cannot reasonably be required to continue the employment relationship.

# 11.2. Misleading information

If a Party has materially and in material parts mislead the other Party when concluding this player contract, the misled Party shall have the right to cancel this player contract immediately, with regards to the provisions of the Employment Contracts Act, and the right to obtain compensation for any damages resulting from such cancellation from the misleading Party.

# 11.3. The Player's infringements with regards to the parallel agreements

The Player shall not enter into a player contract with another employer that prevents or interferes with the fulfilment of this player contract. If the Player has entered into such a contract or otherwise materially violated the essential terms of this player contract, the Employer has, taking the provisions of the Employment Contracts Act into account, the right to cancel this player contract immediately, and the Player is obligated to compensate the Employer for any damage caused by the unfounded cancellation.

# 11.4. The Employer's infringements

If the Employer materially violates or neglects the essential terms of this player contract, the Player has, taking the provisions of the Employment Contracts Act into account, the right to cancel this player contract immediately, and the right to obtain compensation from the Employer for any damages resulting from such cancellation.

## 11.5. Consequences of cancellation and termination of the contract

When this player contract is cancelled or when it terminates, the Employer is immediately obligated to release the Player to another employer, i.e. to give the Player a transfer to a new team free of all costs.

#### 12. OTHER PROVISIONS

# 12.1. Prohibited substances and the use of alcohol and drugs

The Player is obligated to comply with the Finnish Anti-Doping Regulations and on this basis, among other things, to participate in a test ordered by the Employer, the Elite League, Jääkiekkoliitto, the Finnish Anti-Doping Commission to determine whether the Player has used prohibited substances in sports. The Player is also obligated to participate in a drug test upon the Employer's order.

If the Player has used prohibited substances in sports or committed any other doping violation in accordance with the Finnish Anti-Doping Regulations, and this has resulted in a participation or competitive ban, this constitutes a material breach of an essential term in this Player Contract, to which the rights and obligations set forth in paragraph 11 of this player contract shall apply while taking the provisions of the Employment Contracts Act into account.

In situations related to the Player's substance abuse, the Parties undertake to comply

with the applicable employment law provisions and the supporting Finnish Anti-Doping Regulations as in force from time to time as well as related guidelines of the Finnish Center for Integrity in Sports FINCIS.

# 12.2. Discipline and withholding a part of the salary

The Employer may withhold an amount equal to X/180-part of the Player's season salary (basic salary + fringe benefits, no bonuses), if the Player is ordered a two (2) game or longer suspension in the Elite League's disciplinary proceedings (X = the length of the suspension).

If the Player is ordered a second two (2) game or longer suspension during the same season, the Employer may withhold an amount equal to X/120-part of the Player's season salary.

If the Player is ordered a third or even additional two (2) game or longer suspension during the same season, the Employer may withhold an amount equal to X/60-part of the Player's season salary.

The Employer shall pay such deductions based on disciplinary measures against and head related events by the Player in full and without delay to the Elite League, which shall transfer such proceeds in full to players safety fund founded by the Elite League and the FHPA to support injured players. In other respects, disciplinary withholdings are allocated to cover disciplinary costs, hockey lecturers' costs and support the Elite League Alumni communities. Upon the Player's request, the Employer is obligated to provide the Player with a receipt / receipts regarding the payment of the salary withholding / withholdings to the Elite League.

The restrictions set forth in chapter 2 section 17 § of the Employment Contracts Act must be considered in making such withholdings.

# 12.3. NHL Agreement

If the Player enters into an NHL Agreement during the validity of this player contract, such NHL transfer will be subject to the agreements between the IIHF / the Elite League and the NHL collectively known as the *Player Development Agreement* ("**PDA**"), the terms of which are known to the FHPA.

This means that during the validity of this player contract, the Player is entitled to enter into an NHL Agreement with any NHL team and transfer to the NHL to practice his profession.

The terms of the PDA are applied to such transfer and accordingly the Employer is entitled to financial compensation from the NHL as a result of such transfer. If such NHL compensation or the relevant part payable to the Employer in its entirety is, based on the Employer's clarification, less than the amount paid by the Employer to the Player as salary after 1 May (i.e. after the start of the new season) and until the NHL transfer, the Player is obligated to pay back the difference between the above salary and the NHL compensation to the Employer. For the avoidance of doubt, it is stated that as a result of the Player's NHL transfer and while the PDA is in force, the Player has no obligation to reimburse any part of his salary to the Employer, if the Employer's compensation from the NHL for the Player's NHL transfer is larger than the salary paid to Player by the

Employer accrued after 1 May (that is, at the beginning of the new season) and until the NHL transfer and.

If the Player transfers to the NHL during the validity of this player contract, this player contract (incl. the Employer's salary payment obligation) shall automatically terminate without separate notice upon confirmation from the NHL or the NHL Team that the Player has entered into an NHL Agreement.

If, in accordance with the terms of his NHL Agreement the Player returns to the Employer in the middle of the season, this player contract shall apply to the employment relationship between the Player and the Employer in a manner whereby the Player is paid his salary, compensations and other benefits after the Player returns to the Employer's service. For the avoidance of doubt, it is stated that the Employer shall not pay any salaries, compensations or benefits to the Player under this player contract for time that the Player is in the service of the NHL Team.

In the event that a PDA or similar agreement with the NHL is not in effect at the time signing this player contract or expires during its term, the Player and Employer has agreed on the Player's right to enter into an NHL Agreement as follows:			
12.4. The Player's Agent			
At the time of entering into this player contract Player's agent.	is the		
The Player undertakes to notify the Employer (wi	thin seven (7) days) of the change of		

his agent.

The Player's agent collects his/her fee only from the Player who is his/her client and not

in any situation from the Employer.

#### 12.5. Notifications

Notifications and other communications under and relating to this player contract may be delivered to the other Party in person, by e-mail to the e-mail address provided by the Party, or by registered mail to the address provided by the Party. The e-mail addresses of both Parties are known at the time of entering into this player contract and the address of each Party is found in section 1 of this player contract. In case a Party has reason to suspect that a notification has not come to the knowledge of the receiving Party, the Party shall make reasonable efforts to ensure receipt of notification.

When a notification is delivered in person, service of the notification shall be deemed to have taken place when the notice has been given to the recipient. When sending a notification by e-mail, the service of the notification shall be deemed to have taken place when the e-mail has been sent to the recipient's e-mail. When delivering the notification

by registered mail, service of the notification shall be deemed to have taken place on the third (3) working day after the mailing of the registered letter.

Each Party is responsible for ensuring that its valid contact information is known to the other Party.

# 12.6. Confidentiality

Each Party agrees, during the term of this player contract, to maintain the confidentiality of <u>Appendix A</u> to this player contract and of the confidential information obtained from the other Party in the course of negotiations concerning this player contract. This includes the health records of the Player received by the Employer.

In addition to <u>Appendix A</u>, confidential information shall mean the correspondence and information exchanged in connection with the negotiations concerning this player contract.

Notwithstanding the confidentiality obligation agreed herein, the Parties shall have the right to disclose confidential information to the Elite League, the FHPA, the Employer's directors, their insurance companies, and their advisors (incl. their agents), provided that such persons are required to keep such information confidential.

The confidentiality obligation shall not apply to confidential information which,

- (i) is already publicly available or otherwise in the public domain;
- (ii) the Party has received from a third party without any obligation of confidentiality;
- (iii) was in the possession of the receiving Party prior to receipt of the same from the disclosing Party without any obligation of confidentiality related thereto; or
- (iv) the Party has independently developed without using the confidential information received from the disclosing Party.

This confidentiality obligation shall not apply to situations or prevent a Party from disclosing confidential information in situations where information obtained in the course of negotiations under this player contract is disclosed to authorities or otherwise in situations where disclosure is required by law. In such case, the Parties shall, to the best of their ability, prevent any further forwarding of the confidential information.

The Parties emphasize, that this player contract, and its <u>Appendix B</u>, and the information contained therein are not confidential and are not subject to the confidentiality obligation.

A model equivalent to this player contract (incl. the model of <u>Appendix A</u>) and the Collective Agreement in <u>Appendix B</u> (excluding its confidential Annex 4) will be publicly shared on the FHPA's website.

## 12.7. Amendments and Assignment

This player contract can only be modified in writing with the prior consent of both Parties i.e. by way of a signed amendment agreement.

Neither Party to this player contract may assign the player contract or any rights or

obligations hereunder without the prior consent of the other Party. This provision does however not apply to the Employer's business arrangements approved by the Elite League, where the Employer's business is transferred to a new company or association conducting the Employer's business, provided that this new company or association continues to play in the Finnish Elite League and comply with the terms of this player contract as such.

# 12.8. Entire agreement and order of application

This player contract (incl. <u>Appendixes A and B</u>) represents the entire agreement and understanding between the Parties taking into account the Parties' commitment to terms applicable to them in the Collective Agreement.

In the event of a conflict between the Collective Agreement (Appendix B) and this player contract (incl. Appendix A), the terms of the player contract and Appendix A shall prevail, if they are for benefit of the Player. If the above terms are to the detriment of the Player, the terms of the Collective Agreement shall prevail, contrary to the terms of this player contract. The Parties cannot in other words agree contrary to the terms of the Collective Agreement without the Elite League's and the FHPA's prior written consent, if such agreement is to the detriment of the Player or weakens his rights or interests.

In the event of a conflict between the player contract and Appendix A, the terms of this player contract shall prevail.

#### 12.9. Costs

The Parties shall each be liable for the costs in relation to the drafting of this player contract.

#### 13. GOVERNING LAW AND DISPUTE RESOLUTION

This player contract shall be governed by the laws of Finland.

Any dispute arising out of or relating to this player contract shall be settled by arbitration in accordance with the Arbitration Act. The arbitral tribunal shall consist of one arbitrator.

If the parties fail to agree on the appointment of the arbitrator, the arbitrator shall be appointed by the District Court of Helsinki.

The place of arbitration is Helsinki.

The Parties undertake to keep all documents, evidence, pleadings, and other information relating to the arbitration proceedings confidential and not to disclose them to third parties (except for their own advisers and potential witnesses with non-disclosure agreements).

The Parties undertake to use their best endeavours to ensure that the appointed arbitrator or arbitrator appointed by the court can resolve the dispute between the Parties within six (6) months from receiving the relevant documentation concerning the matter.

The Parties also undertake that, notwithstanding their disagreement or dispute, the Player's right to practice his profession shall be safeguarded also during the arbitration.

#### 14. SIGNATURES

This player contract has been executed in four (4) identical counterparts, one (1) for each Party, one (1) for the League and one (1) for the FHPA.

The signature field of this player contract must contain a clarification of the Player's signature.

Signed copies of the player contract and its <u>Appendix A</u> must be submitted by the Employer to the Elite League and by the Player belonging to the FHPA to the FHPA no later than one week after signing this player contract. Amendments to the player contract made in writing must be submitted to the Elite League and by the Player belonging to the FHPA to the FHPA within one week of signing them. If the Player is not a member of the FHPA, the Elite League will submit the signed player contract (incl. <u>Appendix A</u>) to the FHPA, if the Player gives his written consent. The Employer is obliged to notify the Elite League and the Elite League reciprocally to the FHPA, if the Player refuses to give such consent.

The player contracts are submitted to the FHPA using a secure system.

[Signature page to follow]

PLACE:
DATE:
SIGNATURE:
PLAYER – CLARIFICATION OF SIGNATURE:
PLACE:
DATE:
SIGNATURE:
On the behalf of:
NAME:
POSITION:

# **APPENDIXES**

**APPENDIX A** Player compensation annex (CONFIDENTIAL)

APPENDIX B The Collective Agreement between Jääkiekon SM-liiga Oy and Suomen Jääkiekkoilijat ry (excluding its confidential Annex 4)

APPENDIX C The disciplinary rules of Jääkiekon SM-Liiga Oy, including competition- and disciplinary rules of Suomen Jääkiekkoliitto ry and the International Hockey Federation and the Finnish Anti-Doping Regulations (in force from 1 January 2021)

# **APPENDIX A Player compensation annex (CONFIDENTIAL)**

As part of the player contract entered into by the Parties, the Parties undertake in this <u>Appendix A</u> to agree in further detail on the salary to be paid to the Player and on other financial terms during the Player's player contract.

The content of this Player compensation annex has been reached on the basis of a mutual understanding reached through the Parties' negotiations. <u>Appendix A</u> on the player compensation hereby agreed upon is a part of the player contract and it cannot be concluded without concluding a player contract.

At a minimum, this <u>Appendix A</u> shall include the total euro-denominated salary paid to the Player per season, the monthly euro-denominated salary instalments, any euro-denominated bonuses and other compensations, and any housing or other benefits paid/reimbursed by the Employer to the Player.

In addition, the Parties undertake to include the following clauses 1 to 2 in the player compensation annex as Appendix A to the player contract:

## 1. SALARY PAYMENT PERIODISATION AND HOLIDAY COMPENSATION

The Parties agree also on the following salary payment periodisation policy regarding the Player's salary.

Ten percent (10 %) of the seasonal salary of the last or only season of the Player is reserved to be paid in connection with the last salary payment of the player contract, i.e. at the turn of April/May of the last or only season, or if the players' player contract ends prematurely for one reason or another in connection with the final salary payment.

90 % of the salary of the last season is thus, in principle, distributed for the months during which the player contract is in force and the ten percent (10 %) reserved from the seasonal salary is paid as a holiday compensation in connection with the salary of the last month or with the so-called final salary.

The Employer shall instruct its payroll administration to monitor/supervise the players' holiday accumulation and held holidays, to record the player's holiday pay during the June / July months to his salary and to pay the player the ten percent (10 %) reserved from his seasonal salary for the latest season of his player contract as a holiday compensation at the end of his employment.

In fulfilling its obligation to pay holiday compensation, the Employer may alternatively pay the holiday compensation to the Player in advance, so that 10 % of the total monthly salary paid to him is allocated each month as holiday compensation (or holiday pay). The holiday compensation part shall always be separately recorded in the payroll and by doing so, no part of the Player's salary shall be reserved to be paid as holiday compensation at the end of his employment.

The Parties may agree among themselves herein, to periodize the salary payments for a period shorter than 12 months, if the player contract concluded by them lasts for one (1) season and starts before 1 June.

The Parties may agree among themselves herein, on additional free days during the summer months (i.e. of a fully independent summer practice), other than those agreed in the player contract. The Parties may at the same time agree that the salary payment for the named period shall be transferred to be paid in a manner agreed between the Employer and the Player for the time between 1 August and 30 April.
The Player and the League Team may separately agree that the amount to be paid per month during the practice period may be reduced, however so that the Player's total salary is paid in full during the season.
2. SIGNATURES

<u>Appendix A</u> has been executed in four (4) identical counterparts, one (1) for each Party, one (1) for the League and one (1) for the FHPA.

For the avoidance of doubt, it is stated that the terms set forth in inter alia sections 12 (*Other provisions*) and 13 (*Governing Law and Dispute Resolution*) of the player contract shall be applied to this <u>Appendix A</u>.

The signature field of Appendix A must contain a clarification of the Player's signature.

The signed counterparts of this <u>Appendix A</u> shall be submitted to the Elite League and the FHPA within one week from the signing of this <u>Appendix A</u>. Written amendments to this <u>Appendix A</u> accepted by both Parties shall be submitted to the Elite League and the FHPA within one week of their signature.

[Signature page to follow]

PLACE:
DATE:
SIGNATURE:
PLAYER – CLARIFICATION OF SIGNATURE:
PLACE:
DATE:
SIGNATURE:
On the behalf of:
NAME:
POSITION: