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**COLLECTIVE AGREEMENT  
BETWEEN  
JÄÄKIEKON SM-LIIGA OY  
AND  
THE FINNISH ICE HOCKEY PLAYERS' ASSOCIATION  
REGARDING THE ACTIVITY OF THE FINNISH ELITE  
LEAGUE (INCL. THE CHL) AND THE ACTIVITY OF THE  
ELITE LEAGUE TEAMS**

**13 April 2021**

## 1. PARTIES

This Collective Agreement (hereinafter the or this "**Agreement**") has been entered into on 13 April 2021 between the following parties:

- A. **JÄÄKIEKON SM-LIIGA OY**, Business ID: 0218194–1, Address: Konepajankuja 1, 00510 Helsinki (the Trade Register extract attached hereto as Annex 2, hereinafter also referred to as the "**Elite League**"); and
- B. **THE FINNISH ICE HOCKEY PLAYERS' ASSOCIATION**, Business ID: 0590967–8, Address: Utiskatu 2, 00240 Helsinki (the Trade Register extract attached hereto as Annex 3, hereinafter also referred to as the "**FHPA**").

The Elite League and the FHPA shall hereinafter be jointly referred to as the "**Parties**" and individually as a "**Party**" in this Agreement.

## 2. BAKGROUND AND PURPOSE OF THE AGREEMET

The Elite League arranges and manages the competitive activity of the top-tier ice hockey league in Finland (hereinafter referred to as the "**Finnish Elite League**"), and is currently a shareholder of the CHL The Elite League does not however arrange the CHL. The Elite League's products and services are sold and advertised by the Elite League and by third parties both in Finland as well as abroad. At the time of the conclusion of the Agreement, the shareholders of the Elite League limited liability company are fifteen (15) League Teams, also operating in a company form, that are listed in Annex 5. The shareholder companies are hereinafter jointly referred to as the "**employers**" or the "**League Teams**", or individually as the "**employer**" or the "**League Team**".

The Elite League confirms and ensures that the League Teams are committed and will continue to be committed e.g., through the player contracts to comply with this Agreement and the terms and conditions that specifically apply to them in one way or another.

The FHPA is inter alia an advocacy group for professional hockey players i.e. players, who play and participate in the events organized by the Elite League. During the season<sup>1</sup> of 2020-2021 there are 302 professional hockey players, who are members of the FHPA (the players in question and the future members are hereinafter jointly referred to as the "**Players**"). The aim of the FHPA is mainly to promote and supervise the Players' position as employees by ensuring their collective interests and, among other things, by improving the insurance cover and the social security as well as improving the educational opportunities outside of hockey. For the sake of clarity, it is stated, that the term "**player**" in this Agreement refers to both the Players who are members of the FHPA as well as the players who are not members of the FHPA. All players undertake by way of the player contract to abide by the terms and conditions set forth in this Agreement as applicable to them.

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<sup>1</sup> In this Agreement, references to "**season**" or "**seasons**" shall primarily mean the Finnish Elite League seasons beginning on 1 May and ending on 30 April. The season may exceptionally end after 30 April, provided that the players are paid their seasonal salary for the days on which the games continue after 30 April. The Elite League has the right to announce 15 April 2021 at the latest whether the season of 2022-2023 and the following season will be changed to start on 1 June or earlier on a date other than the above and ending accordingly after a year from that.

The purpose of this Agreement is to collectively agree firstly on the rights and obligations between both FPHA representing the players and the Elite League representing the League Teams, and secondly on certain conditions relating more broadly to the employment relationships between the Elite Teams and the Players and the conditions relating to the operation of the Finnish Elite League.

The League Teams and the players, who play professional hockey in the Finnish Elite League, also undertake to abide the terms set forth in this Collective Agreement by entering into an employment agreement, i.e. player contract compliant with the player contract model which is accepted by the Elite League and the FHPA. The player contract model accepted by the Parties and the player compensation appendix used with it are attached to this Agreement (Annex 1).

The Elite League and the FHPA agree, that playing in the Finnish Elite League and the CHL requires a valid employment i.e. player contract, which is compliant with the player contract model (Annex 1), between the League Team and the player.

By activating a player without a written player contract or by entering into an employment agreement, which is not compliant with the player contract model (Annex 1) approved by the FHPA and the Elite League, the League Team in question is in material breach of the terms of this Collective Agreement. The Elite League and the League Team in question shall jointly be responsible for such breach of agreement unless the Parties agree otherwise in writing.

In addition to what is agreed in this Agreement, the Parties agree to negotiate a joint marketing cooperation agreement based on a 50/50 income distribution. This Agreement applies to new sales and marketing cooperation agreements with third parties, which are concluded after this Agreement and are not included in the cooperation compensation payable to FHPA in connection with this Agreement (Annex 4), and in which the Players' images or other identifiers as well as the industrial property rights of the Elite League or the League Teams are used.

### **3. CONTRACTUAL TERMS**

#### **3.1. Player Contract**

The Parties have negotiated the player contract model which is used between the employers and the players as well as any necessary changes thereto during the term of this Agreement. By signing this Agreement, the Parties accept the player contract model in Annex 1.

This player contract model cannot be modified or deviated from to the detriment of the player without the prior written consent of both Parties.

In the event of any discrepancies between this Agreement and a player contract including its compensation appendix signed by a League Team and a player, the terms and conditions of the player contract and the compensation appendix shall prevail, if they are in the favour of the player. If the mentioned terms and conditions are to the detriment of the player, the terms and conditions of this Agreement shall prevail.

#### **3.2. The Working Hours Act is not applicable**

Due to the nature of the players' employment and their compensation structure, the Working Hours Act is not applicable to the employment

relationship between the Employers and the players. The players are not entitled to separate compensation for overtime work or for Sunday work. The provisions regarding the weekly free time in the Working Hours Act are also not applied.

The Players shall however be entitled to at least one (1) day off per work week (seven (7) calendar days).

As a rule, the day off shall be held during each work week, but if the season schedule or any other particularly compelling reason so requires, the day off may have to be placed differently. However, as an absolute requirement, the players' days off shall be carried out monthly with the one day off per work week principle.

### 3.3. Training program

The coaching staff of the League Team shall provide the players with the training program for the first six weeks of the forthcoming season prior to the beginning of the joint practice. After this, the coaching staff of the League Team must provide the players with a training program of at least two (2) weeks during the season, always one week prior to the end of the preceding training program. The coaching staff of the League Team must also prepare and give the players, possibly in two or three stages, a comprehensive training calendar for the entire season, on which the more detailed two-week training programs are based on.

The training program provided to the players can only be deviated from due to a particularly compelling reason and in each case by consulting the team captains in advance. After such consultation, the players and the FHPA shall be notified in writing of any deviation before such deviation takes effect.

### 3.4. Pension and accident insurance

#### 3.4.1. *Insurance terms and conditions*

The obligation to insure the players is stipulated in the *Act on Athletes' Accident and Pension Cover* (276/2009, hereinafter the "AAAPC").

The Elite League negotiates such statutory insurance coverage with the insurance company of its choice. The Elite League shall keep the FHPA aware of the progress of these negotiations as well as any potential insurance tenders.

The Elite League shall always provide the FHPA with the terms and conditions of the insurance contract.

#### 3.4.2. *Taking out insurance and other insurance-related obligations of a League Team*

In accordance with the AAAPC, the employer must insure all the Finnish Elite League players with whom it has entered into an employment i.e. the player contract compliant with the player contract model.

The employer must also insure so-called *try out* players, i.e. players with a trial period contract. The trial period contracts shall be consistent with the player contract model and shall include a possibility for the player to get the statutory benefits of the AAAPC. 2-3 salary levels, by which the potential injury pension of the players is determined, are included in the insurance contract. The level according which the player is insured during his trial period, is agreed in the player's trial period contract.

The employer is further obligated to take out an accident insurance for a player, who, during the season, does not receive in excess of the earnings limit prescribed by law as the lower limit of the insurance obligation. Compensations tied to the level of earnings of such player shall be the lowest earnings defined in the AAAPC (in 2020 the lower limit is EUR 11.650,00).

The player-specific insurance cover taken out by the League Team (in accordance with the insurance contract) also covers each player after the season, as of 1 May, any temporary loss of earnings from the time when the player has not received pay during sick leave from his League Team. The calculation of compensation for loss of earnings (85 % of the salary for the injury season) is based (in 2020) on a maximum salary amount of EUR 121,310.00. This amount is adjusted each calendar year by the wage coefficient referred to in section 96 of the *Employees Pensions Act* (395/2006).

Each League Team must provide the player with the mandatory accident insurance in accordance with the AAAPC and as a joint insurance, a so-called medical expenses insurance, as agreed between the Elite League and the insurance company.

The employer shall, through the insurance it has taken out, ensure that the players are 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 players during the duration of their player contracts 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 players.

The League Team, 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 League Team must immediately notify the player of this, and the player and the League Team 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

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<sup>2</sup> In this respect, the following is stated by way of example: If a 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 illness*", despite the fact that it has been proven to originate from the injury and the symptoms began as its consequence, the League Team and the player shall strive get all treatment expenses compensated from the accident insurance. If, for one

the duration of his player contract or earlier in his career (which is compensated 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 League Team. 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 Agreement or are not compensated by the insurance company at all, the League Team's obligation to compensate the above costs after the maximum indemnity is limited to EUR 10.000,00 for each player's individual illness or disability. The League Team's aforesaid obligation ends when the player's player contract expires.

Under no circumstances is the player obligated to contribute to the funding or the payment of the abovementioned medical expenses caused by his injury, illness, or disability.

The parties shall, after the signature of this Agreement, take the necessary actions to establish the possibility of setting up a fund or foundation from which claims not covered by the insurance may be compensated at a discretionary level when the assets of the fund to be set up so allow. The activities of this fund would however not be limited to the activities mentioned above.

#### *3.4.3. The player's contribution to the pension insurance premium*

According to the law (inter alia section 14 § of the AAAPC), the employer obligated to take out insurance shall pay an insurance premium of four and a half percent (4,5 %) of a player's salaries and bonuses during the season.

Players shall pay a two percent (2 %) contribution of the pension insurance contribution for the season 2020-2021, a two percent (2 %) contribution for the season 2021-2022, a one percent (1 %) contribution for the season 2022-2023 and a zero percent (0 %) contribution, i.e. no longer anything, for the season 2023-2024.

This contribution will be deducted from the player's salary (for the season 2020-2021) up to a maximum of EUR 121,310.00. 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 will be paid for the entire season with an amount compliant with the wage coefficient of the calendar year that started the season.

The employer, who is responsible for paying the insurance premium to the insurer, is entitled to deduct the player's insurance premium share from the player's salary and the employer is obligated to disburse the deduction to the insurer.

#### *3.4.4. Supervision of the insurance obligation*

The Elite League shall supervise, that the League Teams comply with their insurance obligations in accordance with the AAAPC.

The Elite League is entitled to receive information regarding the

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reason or another, the insurance company does not reimburse it from the accident insurance, then the treatment expenses will primarily be reimbursed from the medical expense insurance, but the League Team and the player shall still jointly establish the insurance company's medical basis for its interpretation if required by the player.

insurance cover management from the employers. The insurance terms and conditions are developed in a manner that enables the Elite League to receive information about possible delays in the payment of insurance premiums as soon as possible.

The Elite League shall immediately inform the FHPA of any material disruption in the payment of insurance premiums by the employers or the threat of such disruptions upon receiving such information. If a League Team fails to pay its insurance premiums or otherwise breaches its insurance obligations, the Parties shall negotiate the necessary measures to ensure the validity of the players' insurances.

In connection with the Elite League's license application procedure, all such instalments per League Team are reviewed on 1 November.

### **3.5. Players practice free and holiday arrangements**

#### *3.5.1. Practice break*

The employer must give the players a minimum of 24 working days (Mon-Sat), i.e. four weeks of uninterrupted practice break, after the last official regular season-, play-off- or national team game.

For players who have not reached the age of 24 by the end of the year of the season, or who have not played a minimum of 240 games in the Elite League (or in equivalent competitions), the practice break may be periodized in the form of 3+1 weeks. The practice break begins in any case immediately after the last official game of the season and it must be held prior to the beginning of the independent period.

The employer must also extend the players' practice break to the remaining days of the incomplete calendar week during which the player plays the last official game.

The aforesaid practice break shall be carried out every season. The Parties emphasize, that the practice break does not constitute a holiday for the players.

Regardless of the beginning of the practice break, the players of the League Team that won the Finnish Elite League championship must be available without a separate salary or equivalent compensation for two (2) events hosted by the League Team's partners within five (5) days after the last game of such League Team. In addition, the Parties shall strive to ensure that the awarded players participate in the season ending gala of the Finnish Elite League, where players will be rewarded.

Following the practice break practices shall be organised by the employer so that the employers' practices and other joint events of the team shall be held on weekdays (Mon-Fri) until two (2) weeks before the start of the season (first Finnish Elite League game of the regular season). This limitation does not apply to practice games played during the joint practice prior to the beginning of the season nor an event relevant for the marketing purposes mentioned in section 3.5.4., the amounts of which are further limited below.

#### *3.5.2. Holiday arrangements*

The employer must give all the players in the training group of the League Team a minimum of 36 consecutive days, i.e. six weeks of annual holiday, taking into account the dates for the beginning of the joint practice for the forthcoming season as agreed upon below.

For players who have not reached the age of 24 by the end of the year of the forthcoming season, or who have not played a minimum of 240 games in the Elite League (or in equivalent competitions), the holiday shall consist of at least 24 working days, i.e. four weeks.

With regards to the duration and the timing of the holiday, a new player joining the employer's team is entitled to take the holiday on the aforesaid and same grounds as the other players of the team.

During the holiday, the player shall train independently based on the instructions jointly composed by the coaching staff of the League Team and the player taking sufficient rest into account.

The League Teams are obligated to instruct the players on their independent training period in accordance with the player's personal needs and in a qualitative manner.

Any training on Finnish Independence Day (6 December) must be held by 12 noon. On Independence Day, no games are played in the Finnish Elite League, but travel can be done. However, CHL games may be played on Independence Day to the extent required.

During the independent practice period players have the right to use the practice facilities and related facilities provided by the employer free of charge.

#### *3.5.3. The timing of the holiday*

The annual holiday of the players shall be held continuously at a time specified by the employer during the summer months (June, July, and August) before the start of the joint practice.

The League Teams must inform the players of the date of their annual holiday as soon as possible, but no later than one (1) month before the beginning of such holiday. The League Team may deviate from this time limit in cases where the player contract is concluded with a player less than one month from the date of the annual leave, provided that the player is informed of the start date of the annual leave before signing the player contract.

#### *3.5.4. The start of joint practice*

The Elite League and the League Teams undertake that the League Teams shall start joint practice no earlier than six (6) weeks prior to the start of the new season (i.e. the first official regular season Finnish Elite League game).

When starting the joint practice six weeks prior to the start of the new season, the previously prevailing so-called "*independent week*" is abandoned. The League Team shall however have the right, if requested by individual players in writing, to provide such players with ice practicing opportunities (without coaching, adjunct practices, meetings, tests or internal interviews between the player and the coach) seven (7) weeks prior to the start of the new season. The League Team must however inform the FHPA of this arrangement in writing no later than 30 June. This voluntary ice practice arrangement must not circumvent the aforesaid general rule of organising joint practice.

After the joint practice of the League Teams has started, the League Teams may organize practice games during the first four (4) weeks on a maximum of two (2) weekends.

During the joint practice period, the employer may order the player to



attend a maximum of two (2) significant marketing events for the employer's audience or partners during the weekends so that one (1) such event which may be before the annual holiday and the other one after the annual holiday. The day required for such event shall be compensated to the player during the season as an extra practice leave or day off.

### *3.5.5. Christmas and New Year's*

The Parties agree that during the seasons 2020-2024, the League Teams shall play their last Finnish Elite League-, CHL- or practice games before Christmas no later than 21 December. The Parties also agree that the League Teams shall not practice, travel, or play practice or other games during Christmas (22 December – 25 December). On Boxing Day (26 December) practice and travel may begin at 8 a.m. at the earliest.

Finnish Elite League- and CHL games may be played on New Year's Eve (31 December), provided that the games start at 2 p.m. at the earliest or at 4 p.m. at the latest. The Parties agree that the League Teams that played on New Year's Eve shall not practice, travel, or play games on New Year's Day or the day after (1 January – 2 January). If no game is played on New Year's Eve, then the Parties also agree that the League Teams shall not practice or travel on New Year's Eve (31 December) or New Year's Day (1 January).

It should be noted that the CHL is an independent organisation, and the Elite League alone does not have the possibility to decide on the game schedule. However, the Elite League undertakes to ensure that CHL games are not played on the times mentioned above.

### *3.5.6. Holiday pay and -compensation and salary payment periodisation*

Due to the holiday compensation paid to the players, the Parties agree on the following salary payment periodisation policy below, which is also included in the player contract model (Annex 1) and which all employers undertake to follow.

In principle, a player is paid holiday pay when the player is on holiday in accordance with paragraph 3.5. of the Collective Agreement. The salary recorded in the compensation appendix of the player's player contract is always the total salary, which also includes all holiday compensations.

Ten percent (10 %) of the seasonal salary of the last or only season of all players' player contracts 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 Elite League undertakes to ensure that employers instruct their payroll administration to monitor/supervise the players' holiday accumulation and held holidays, to record the players' holiday pay during the June / July months to their salaries and to pay the players

the ten percent (10 %) reserved from their seasonal salary for the latest season of their player contract as a holiday compensation at the end of the player's employment.

In fulfilling their obligation to pay holiday compensation, the employers may alternatively pay the holiday compensation to the players in advance, so that 10 % of the total monthly salary paid to players 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 players' salaries shall be reserved to be paid as holiday compensation at the end of the players' employments.

Players and League Teams may agree among themselves in the compensation appendix of the player contract to periodize the salary payment for a period shorter than 12 months, if the player contract concluded by them lasts for one (1) season and starts before 1 June.

In case the League Team and the player have additionally agreed on other free days during the summer months (i.e. of a fully independent summer practice), the salary payment for the named period will be transferred to be paid in a manner agreed between the employer and the player for the time between 1 August and 30 April. In this case, this section shall be indicated as separately agreed upon in the player contract.

The player and the League Team may separately agree that the amount to be paid per month during the practice period may be reduced so that the total salary is paid in full during the season.

### **3.6. Practice games**

The employer shall not activate a player in more than eight (8) practice games prior to the upcoming season (the beginning of the Finnish Elite League regular season). Any potential CHL game is in this case considered equal to a practice game. Practice games played in tournaments during the same day are counted as one game unless they are full-length (60 minutes effective play time) games. The so-called two-period (40 minutes of effective play time) tournament games are counted as a half game in this regard. 3 versus 3 games played on one day are counted as one game. All games longer or other than the aforesaid games are counted as one game.

The employer may however prior to the start of the regular season activate those players who have not reached the age of 24 by the end of the starting year of the forthcoming season or to those who have not played at least 150 games in the Elite League (or equivalent competitions), in a maximum of ten (10) practice games.

### **3.7. Health care**

The employer must, at its own expense, provide occupational health care for the players in order to prevent and treat the health risks arising directly from playing. The employer pays for the examinations prescribed by the occupational medical doctor.

The employer organises a health examination for its players according to common criteria at the employers own expense. The content of such health examinations is defined in a separate guide, which contains criteria and requirements formulated jointly by the doctors appointed by the Elite League and the FHPA (one from each). The League Teams

undertake to follow this separate guide in the players' health examinations. The Parties are responsible for any compensation of the doctors of their choice in connection with the preparation of the above-mentioned guide.

The employer also arranges regular muscle care for its players and, if necessary, the possibility to physical treatment by order of the team doctor.

Before concluding the player contract, the player is obligated to take part in a health examination, in which a medical doctor appointed by the employer examines and checks the player's health as well as his ability to play. The employer bears all costs related to such health examination in all cases.

#### **4. THE STARTING TIME OF THE SEASON AND ITS DURATION**

The Parties shall agree in advance in writing commencement date and duration of the Finnish Elite League season, if the season does not start or end in accordance with the previous season 2020-2021 (1 May – 30 April) or if the number of games is increased or decreased. The starting time and duration of the season must therefore be agreed between the Parties, if the season starts later than 1 May and the Finnish Elite League regular season starts before the second full week of September or not until after that, and if the end of the season extends past 30 April. This does not however apply to player contracts concluded before the entry into force of this Collective Agreement. According to these player contracts, the player has committed to play without extra pay in the finals of the Finnish Elite League until 7 May.

Due to COVID-19 and restrictions thereof, the Parties agree that the season 2020-2021 shall be continued in May-June 2021 under the following conditions and that the season 2021-2022 shall not start until the day after the end of season 2020-2021 (after the last final of the Finnish Elite League) for those League Teams that are still are playing after 30 April 2021.

The League Teams that will continue the Finnish Elite League (incl. playoffs) in May and June 2021 undertake to ensure the continuity of their players' insurance cover for the named months, to pay all their Players a salary under their current player contracts until the League Team's last game and to pay the players all other benefits and rights deriving from their player contracts also in May and June. In other words, the Players' employment shall in May and June be subject to either the terms of their continuing (2021-2022 or later) player contract (incl. salary payment) or (for player contracts expiring on 30 April 2021), the terms of their player contracts expiring on 30 April 2021, in which case they will be paid a relatively similar salary as they were previously paid during the season 2020-2021. For the season 2020-2021, the League Team shall separately negotiate the terms of the aforesaid salary payments with the players who are not members of the FHPA.

These terms can be deviated from if the League Team has, prior to the signing of this Agreement, already agreed with all of its players on the terms for playing in May and/or June as a part of the salary reductions for the entire season. These separate agreements shall be complied with to the extent that they are inconsistent in time or otherwise with the above terms. If such separate agreements are limited to a particular date (e.g. in May) or other condition, the terms agreed above for the playing in May and June 2021 will apply outside of them.

However, if the Player has entered into a new player contract with another League Team for the season 2021-2022, this new League Team shall after 30 April 2021 pay the salary in the same manner as agreed upon in the player contract regarding the salary payment for the season 2021-2022 as of 1 May 2021. This so-called new League Team is responsible for insuring the Player in accordance with this Agreement as of 1 May 2021, unless the former League Team that functioned as the employer is responsible for it. A League Team, which is still playing season 2020-2021 games in May or June 2021, is not obligated to pay any of the aforesaid additional salaries to the Player, if his salary is paid as of 1 May 2021 by the new League Team with whom he has entered into a player contract for the season 2021-2022.

After the season 2021-2022, the Finnish Elite League season may also exceptionally extend past 30 April subject to the condition that after such date the League Teams (that are continuing the Finnish Elite League playoffs) shall pay the players' salaries equal to their seasonal salary also for the days that games continue after 30 April, if such players do not have a player contract for the forthcoming season with the same League Team or a new player contract with another League Team, on the basis of which the players shall be paid for the days extending past 30 April. Hence, players who have a player contract with such a League Team shall not receive a double salary. When continuing the season, the player's League Team is also during this time responsible for the validity of the insurances stated in this Collective Agreement.

## **5. THE USE OF PLAYERS' IMAGES AND IDENTIFIERS**

### **5.1. The Elite League's limited right to use player images and identifiers**

Subject to the following terms and in return for payable compensation, the FHPA grants the Elite League a limited right to use the Player's images (including moving image and other similar visual recordings) and identifiers in the sale and marketing of the Elite League and its events, either alone or together with third parties notified to the FHPA, in any form of printed and electronic communication.

The use, scope and comprehension of this limited right is further agreed between the Parties in Annex 4 of this Agreement.

### **5.2. The Elite League's limited right, compensation paid to the FHPA and a wider marketing cooperation**

It is an absolute precondition for the limited right granted to the Elite League in the preceding contractual clause that, during the 4 – year term of this Agreement, the Elite League pays the compensation specified in the confidential Annex 4 of this Agreement to the FHPA.

### **5.3. The duration and scope of the limited right**

The limited right granted to the Elite League in paragraph 5.2. of this Agreement to use the Players' images and identifiers terminates without separate notice upon termination of this Agreement or when the Elite League unfoundedly neglects to pay the cooperation compensations agreed above, and the Elite League has not corrected its error within two (2) weeks of receiving FHPA's notice concerning such issue.

In both cases, the Elite League and its cooperation partners must immediately stop the commercial use of the Players' images and

identifiers, unless the FHPA provides its prior written consent to the continuation of such use. The League Teams are also not in such circumstances allowed to continue this type of commercial use independently or jointly with the partners of the Elite League.

For the avoidance of doubt, the Parties emphasize, that the Elite League always requires the FHPA's consent when using the players' images and identifiers. The clauses in the player contracts regarding the use of the players' images do not apply to anything other than the marketing of the League Teams' own games or products and cooperation agreements, nor do they entitle the League Teams to use the players' images and identifiers in any form of communication, in a similar manner as the Elite League under this agreement.

The limited right granted to the Elite League to use the players' images and identifiers is for the players part always tied to the duration of the Players' player contract with the League Team. After the expiry of the players' player contract, the images and identifiers of such player may no longer be used in any commercial context without the written consent of the FHPA.

Wider use of the players' old images and historical statistics by the Elite League or the League Teams, is however also allowed after the expiry of the player contracts. This means that the images and identifiers of a specific player, previously used in the marketing of the Elite League, a League Team or their partners, may be held available and sometimes also highlighted for nostalgia purposes. Old images and historical statistics of a player do not need to be deleted but to re-utilize them commercially (e.g. in a new partner's advertisement or in another way for which the Elite League / the League Team is paid) after the expiry of the named players' player contract is prohibited without the mentioned consent.

The use of the players' health records and similar sensitive personal data in any context always requires prior explicit and written consent by both the FHPA and the named player. The Elite League (or a League Team) may not use such information without such consents.

Players who are not members of the FHPA agree to abide by the terms of this Agreement during the duration of their player contract and this Agreement, by concluding a similar player contract as the player contract model (Annex 1) with the League Team.

#### **5.4. The rights of the League Teams and the FHPA**

In the player contracts, the League Teams are given the right to use the players' images and other similar identifiers (taken in the League Team's representative uniform) in the marketing of their own organization and their partners and their events in any form of printed or electronic communication. The League Team may thus utilize the images and identifiers of its players in the marketing of its own brand, events and other activities.

If a League Team wishes to use the images and identifiers of its players, with whom the League Team have signed a player contract with, in its own activities or with partners in a wider extent, e.g. in the marketing of other League Teams or in the Finnish Elite League's events other than its own games or in its other business, the League Team must, prior to such action, agree on such use and the compensation thereof in writing with the FHPA and the player/players in question. This provision does

not apply to press conferences or galas hosted by the Elite League, nor does it apply to practice or similar tournaments hosted by the League Teams, CHL-games, or other similar events outside the activities of the Finnish Elite League.

During or after the validity of this Agreement, the League Teams do not on the basis of the abovementioned right have the same (or other) right to use the players' images or identifiers as the Elite League has under the terms of this Agreement, unless the League Team and the FHPA have separately, in advance and in writing agreed otherwise. This means that in order to take such limited right from the Elite League, the League Teams must negotiate and agree on this matter with the FHPA in advance.

A player's rights and obligations relating to local advertising, marketing and cooperation agreements are agreed upon in the player contract (see player contract model Annex 1 section 8.3.). The players participation in activities relating to the Elite League's and the FHPA's advertising, marketing and cooperation agreements is agreed upon in greater detail in the marketing cooperation agreement that the Parties intend to sign.

When using the League Teams' contracted players, the FHPA has the right to organize commercial events and promotions etc. relating to the players' images and identifiers in any form of printed or electronic communication, and players may participate and appear in them, provided that:

- (i) the named event or promotion does not conflict with the most significant (maximum eight (8)) advertising-, sponsor- or cooperation agreements, of which the Elite League seasonally notifies (1 May) the FHPA in writing, unless such conflict is considered minor;
- (ii) participation in such events and promotions takes place during the player's spare time so that it in no way interferes with the player's participation in the team's games, practices or other events prescribed by the employer;
- (iii) the event or promotion is athletically acceptable.

If the Elite League, after the signing of the Agreement, enters into a new significant cooperation agreement, it must immediately notify the FHPA in writing of this, and add it to the named list of eight (8) agreements. The FHPA is bound by the aforesaid agreement when it is added to the list. If the FHPA has prior to this addition already entered into an agreement that is inconsistent with the added cooperation agreement of the Elite League, the Elite League may not intervene and the named FHPA's agreement is not contrary to the contractual clause agreed above.

The player is not allowed to appear in the employer's Team uniform in the events or campaigns in question, nor is he allowed to take advantage of any industrial property rights of either the employer or the Elite League, unless the employer or the Elite League has in each individual case given its prior written consent to such appearance.

It is particularly stated that the players or the FHPA may not use the trademarks, logos or names of the Elite League or the League Teams in political or similar protests.

The League Teams may not use the players' images in political or similar protests, without the prior written consent of each player.

For the sake of good order, the Parties state that the FHPA's right to organize promotions or enter into cooperation agreements without using the players' images or identifiers is in no way limited by this Agreement.

## **6. THE ALL STARS-GAME**

The Elite League and the FHPA shall jointly agree, that either one of them or the two together shall organize an ALL Stars- or another equivalent game.

The organizing Party undertakes to reimburse the other Party with thirty percent (30 %) of the net proceeds of such game, unless the Parties agree otherwise in writing and in advance.

## **7. AGENTS' ACTIVITIES**

The Parties shall develop and monitor the activities of the players' agents, in particular through the Agents' Activities Evaluation Board.

## **8. A PLAYER CONTRACT OFFER AND PLAYER CONTRACT NEGOTIATIONS**

When making an offer to a player's agent, the League Team must also notify the player of the offer by text message or e-mail stating the following: "*Team X has today (date) made a contract offer to your agent*".

The players shall in their employment relationships with the League Teams always have the right to have a representative of the FHPA present in the negotiations between them and the League Team regarding their employment, regardless of them being members of the FHPA or not. This means that, for example, in cooperation negotiations initiated by the League Team, the players of that League Team may request, and the League Team must thus approve the participation of the FHPA's representative in the abovementioned negotiations.

## **9. REFEREEING**

The Parties shall strive to jointly develop the refereeing of the Elite League.

## **10. EXAMINATION OF THE IMPACT OF THE COLLECTIVE BARGAINING AGREEMENT**

During the duration of this Agreement, the Parties undertake to further examine the possibilities of a transition to a collective bargaining agreement and its implications on their activities on both sides. This examination is agreed to be initiated by a joint meeting no later than two (2) years after signing this Agreement. This meeting shall decide, *inter alia*, on a more detailed timetable of such examination.

## **11. EDUCATION & LEAGUE LICENSE**

The Parties shall jointly develop and take action to promote educational opportunities for players outside of hockey during and after their hockey careers.

The Elite League and its member corporations shall for their part support the FHPA in creating players' study opportunities and adapting their studies to the League Teams' game and practice schedule.

The Elite League shall no later than 15 June each season deliver

information on whether the league license of each League Team has been approved. In case the licenses of all League Teams have not been approved, the Elite League shall in this regard provide the FHPA with information on the League Teams in question and, in general, why licences have not been issued to them.

## **12. COMPETITION-, GAME- AND DISCIPLINARY RULES AND AMENDMENTS THEREOF**

The Parties shall jointly negotiate the competition-, game- and disciplinary rules in the Finnish Elite League for every season. The ultimate decision-making authority on the competition- and game rules lies with the Elite League after hearing the FHPA and taking its views reasonably into account.

The disciplinary rules shall always be determined jointly by the Parties in matters which affect the players' income (e.g. penalties, bans, their imposition and the consequences thereof).

During the playing seasons the Parties shall assess any requirements to amend disciplinary measures in the Finnish Elite League and examine them in their entirety (joint organization of a disciplinary development forum / consultation of various actors / need for change and development in disciplinary measures). Based on this assessment, the Parties may also amend the mentioned rules during the season by way of a joint decision.

The FHPA shall also in the future have one (1) representative appointed by it in the disciplinary body of the Finnish Elite League.

## **13. ENTRY INTO FORCE AND TERM OF THE AGREEMENT**

This agreement is concluded for a fixed period and it shall remain in force for the duration of four (4) seasons 2020-2024.

This Agreement shall enter into force once it has been signed by the duly authorized representatives of both Parties.

This Agreement expires 30 April 2024 or when the season of 2023-2024 has ended (after the last playoff-, i.e., final game of the Finnish Elite League), if the ending date is later than 30 April 2024.

The Parties undertake to commence negotiations concerning the successive collective agreement to this Agreement no later than May 2023.

## **14. GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by the laws of Finland.

Any dispute arising out of or in relation to this Agreement 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 an 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 advisors 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 nine (9) months from receiving the relevant documentation concerning the matter.

## **15. OTHER PROVISIONS**

### **15.1. General obligation**

Each Party undertakes, through its directors, advisors or representatives, to act in the manner that compliance with this Agreement and its purpose requires.

### **15.2. Notifications**

Notifications and other communications under and relating to this Agreement 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 respective directors of both Parties are known at the time of entering into this Agreement and the address of each Party is found in paragraph 1 of this Agreement. 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, receipt 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, receipt 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, receipt 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 by the other Party.

### **15.3. Confidentiality**

During the term of this Agreement each Party shall keep secret Annex 4 of this Agreement and any confidential information obtained from the other Party in the course of negotiations pursuant to this Agreement.

In addition to Annex 4, confidential information shall mean any correspondence related to this Agreement and information exchanged in connection thereto.

Notwithstanding the confidentiality obligation agreed herein, the Parties shall have the right to disclose confidential information to their own directors, players and advisors, provided that these 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.

The 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 Agreement 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 disclosure of the confidential information.

The Parties emphasize, that this Agreement, its other Annexes 1, 2, 3 and 5, and the information contained therein are neither confidential nor secret, and this confidentiality obligation does not apply to them.

This Agreement (excluding Annexes 2, 3 and 5) and the player contract model in Annex 1 will be publicly shared on the FHPA's website.

**15.4. Costs**

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

**15.5. Amendments and Assignment**

This Agreement can only be modified in writing with the prior consent of both Parties.

Neither Party may assign this Agreement or any rights or obligations hereunder without the prior consent of the other Party.

**15.6. Entire Agreement**

This Agreement represents the entire agreement and understanding between the Parties with respect to the matters set forth herein, taking into account that (i) outside this Agreement the essential terms and conditions regarding the employment relationships between the League Teams and the players are agreed further in the player contracts between them, and (ii) the Parties shall negotiate and strive to enter into new cooperation agreements utilizing the Players' images and identifiers, and a marketing cooperation agreement on the conditions related to them.

**15.7. Counterparts and signatures**

This Agreement has been executed in two (2) identical counterparts one for each of the Parties.

*[Signature page to follow]*

In Helsinki, \_\_ \_\_\_\_ 2021

on the behalf of **JÄÄKIEKON SM-LIIGA OY**

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Heikki Hiltunen,  
Chairman of the Board

on the behalf of **SUOMEN JÄÄKIEKKOILIJAT RY**

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Teemu Ramstedt,  
Chairman of the Board

## **ANNEXES**

- ANNEX 1** The player contract model approved by the FHPA and the Elite League
- ANNEX 2** The Elite League's Trade Register extract
- ANNEX 3** The FHPA's Trade Register extract
- ANNEX 4** Compensations paid to the FHPA by the Elite League (CONFIDENTIAL)
- ANNEX 5** List of League Teams owning the Elite League