**AGENT AGREEMENT**

**1. PARTIES OF AGREEMENT**

1.1. (hereinafter Player),

Personal identity code:

Address:

­­Tel: ; Fax: and

1.2. (hereinafter Agent Corporation),

Trade register number/personal identity code:

Address:

Tel. ; Fax ,

**2. REGISTERED ICE HOCKEY AGENT**

The matters pursuant to this agreement are handled by

 (hereinafter Agent) as a person employed by the Agent Corporation,

Personal identity code:

Address:

Tel: ; Fax:

The agent is a registered ice hockey agent approved by the Agent Activities Assessment Board.

**3. PURPOSE AND OBJECT OF AGREEMENT**

3.1. With this agreement, the Player and the Agent Corporation agree on the rights and obligations of the Player and the Agent Corporation applied whilst the Agent Corporation and the Agent represent the Player in the matters pursuant to this agreement.

3.2. The Player grants the Agent corporation the exclusive right to negotiate, represent and assist the Player in matters concerning him in player agreement and salary negotiations, as well as in other matters concerning the player agreement both in Europe and worldwide. Whilst negotiating agreements in the National Hockey League (NHL), the Agent Corporation has the exclusive right to represent and assist the Player only in case the Agent employed by the corporation has also been approved as an NHL Agent.

In this agreement the term ”player agreement” is used to refer to an agreement and its attachments concerning ice hockey playing, which the Player signs with an ice hockey team or corporation.

3.3. This agreement does not cover matters between the Player and the Agent Corporation other than those mentioned above, but they shall be subject to separate agreement.

3.4. The Agent Corporation has neither the right nor the authorisation to sign agreements in the sense determined above that are binding or obliging on the Player, without the Player’s written consent or authorisation.

**4. OBLIGATIONS OF THE AGENT CORPORATION**

4.1. The Agent Corporation has the obligation to represent the Player to the best of its abilities, whilst negotiating the Player’s benefits, rights and obligations, as well as to act in accordance with the Player’s best interests on his behalf in the matters covered in this agreement.

4.2. The Agent Corporation shall ensure that the player agreement concerning the Player is binding on the ice hockey team or corporation as the other party of the agreement.

4.3. The Agent Corporation has the obligation to notify the player without delay of the information and notices that the Agent Corporation has received whilst representing the Player in the negotiations pursuant to this agreement.

4.4. The Agent Corporation has the obligation to assist the Player in the promotion, safeguarding and implementation of the Player’s rights based on the player agreement. However, the Agent Corporation is not liable for acting as the Player’s attorney without reasonable remuneration agreed separately.

4.5. The Agent Corporation shall perform the tasks pursuant to this agreement in compliance with the law and good agent practices.

**5. AGENTS’ PERSONAL LIABILITY**

The Agent employed by the Agent Corporation shall bear joint liability with the Agent Corporation for all the obligations and responsibilities pursuant to this agreement.

**6. PLAYERS’ OBLIGATIONS**

6.1. The Player commits himself not to sign competing agreements on agency, representation or provision, or other respective activities during the term of effect of this agreement.

6.2. The Player shall notify the Agent corporation without delay of all the contacts and notices related to playing, negotiating a player agreement, and other matters pursuant to this agreement.

**7. THE RIGHT TO COMPENSATION OF THE AGENT CORPORATION**

7.1. The Agent Corporation is entitled to a compensation for the performance of the services pursuant to this agreement. The right to compensation is not established until the Player has signed a legally binding player agreement or another agreement determined in this agreement.

7.2. The amount and payment of the compensation is determined in accordance with the COMPENSATION ATTACHMENT attached to this agreement.

7.3. If the compensation to the Agent Corporation is proportionate to the compensation determined in the Player’s player agreement, the final amount of the compensation depends on the realized compensation amount paid to the Player. If the Player does not receive all the compensations agreed in the Player agreement for reasons beyond the Player’s control, the Agent Corporation’s right to compensation decreases to the respective degree.

7.4. The Agent Corporation is not entitled to the compensations pursuant to this agreement or to any other compensation, if the agreement is cancelled for a reason depending on the Agent Corporation, other than the reason determined in section 9.3.

7.5. The costs and expenses incurred in the performance of the obligations pursuant to this agreement are borne by the Agent Corporation, unless separately agreed otherwise.

7.6. If the Player cancels or serves notice on this agreement before the end of the term of agreement determined in the player agreement negotiated by the agent, and without the grounds for cancellation pursuant to section 9, the Agent Corporation is entitled to full compensation until the end of the term of agreement determined in the player agreement. The compensation is paid in accordance with the grounds and schedule of compensation determined in the COMPENSATION ATTACHMENT attached to this agreement.

**8. TERM OF AGREEMENT**

This agreement will be in effect from the date of the signature until further notice.

Both parties can serve notice on this agreement at any time, with immediate effect, without a period of notice. The notice of termination shall be sent to the other party in writing. In the same connection, the obligations of both parties pursuant to this agreement, disregarding those determined in section 7.6, are cancelled immediately after the period of notice.

**9. CANCELLATION OF AGREEMENT**

9.1. Both parties are entitled to cancelling the agreement immediately, without a period of notice, if one of the parties essentially breaches against the responsibilities or obligations pursuant to this agreement.

9.2. **The Player** has the right to cancel this agreement especially in the following cases:

- The Agent Corporation does not, objectively speaking, represent or assist the Player in matters pursuant to this agreement to the best of its ability,

- The Agent Corporation approves or signs agreements concerning the Player without the Player’s written consent or authorisation,

- The Agent Corporation acts essentially contrary to the conditions of this agreement,

- The Agent identified in section 2 of this agreement and employed by the Agent Corporation does not have an effective approval of the Agent Activities Assessment Board to act as a player agent.

- The Agent Corporation transfers this agreement or the rights and obligations of the Agent Corporation pursuant to this agreement to a third party without the Player’s written approval.

9.3. **The Player** also has the right to cancel the agent agreement with immediate effect, if the Agent corporation or the Agent is declared bankrupt, ordered to enter into liquidation or reorganization of debts, or if the Agent is replaced for a reason other than those cited in section 12.2 below.

9.4. **The Agent Corporation** has the right to cancel this agreement especially in the following cases:

- The Player signs, during the term of effect of this agreement, an agreement on agency, representation or provision, or a respective agreement competing with this agreement, with a third party.

- The Player acts essentially contrary to the conditions of this agreement or the player agreement signed by the player, or to the conditions of other agreements pursuant to this agreement.

The aforementioned example cases of the Player’s and the Agent’s right to cancel the agreement are not exhaustive.

**10. NOTICES CONCERNING THE AGREEMENT**

10.1. All the notices and announcements pursuant to this agreement shall be considered correctly sent and delivered to the other party, if sent by mail, fax, or email to the other party, to the addresses or numbers given in sections 1. and 2. of this agreement.

10.2. All changes related to the addresses and other contact information of the parties shall be notified to the other party in writing without delay. Should such a notification be neglected, all notices and announcements sent to the address or number given in this agreement or a previous amendment shall be considered correct and effective.

**11. GOVERNING LAW AND DISPUTES**

11.1. This contract and its interpretation are subject to the laws of Finland.

11.2. Any and all disputes arising out of this agreement shall be resolved primarily by negotiations between the parties. Any disputes that remain unresolved shall be processed at the general court of justice in the Player’s domicile.

11.3. Upon a separate written agreement by the parties, the possible disputes arising out of this agreement are handled by a three-member court of arbitration. The arbitrator acting as the chairman of the arbitration court is appointed by the Board of Arbitration of the Central Chamber of Commerce of Finland, unless both parties come to an agreement on the chairman. Further, both parties appoint one arbitrator. The chairman of the arbitration court shall be a legally trained person familiar with sports legislation, who also has experience in the field of ice hockey and professional sports. If the parties wish, the disputes can also be handled by an arbitration court with just one member, the sole member of which is appointed by the Board of Arbitration of the Central Chamber of Commerce, unless the parties can come to an agreement on the member. The sole member of the arbitration court shall fulfil the requirements for the chairman as determined above.

The arbitration court shall issue its decision within six months after the arbitration court has been established. The judgement of the arbitration proceedings is final and binding on both parties.

**12. TRANSFER OF THE AGREEMENT, AMENDMENTS, ADDITIONS, AND SUPPLEMENTATION**

12.1. The Agent Corporation does not have the right to transfer the agreement or the rights and obligations determined in it to a third party without the Player’s written consent.

12.2. The Agent Corporation has the right to appoint another registered ice hockey agent in its employment to replace the Agent identified in section 2. for the period of the Agent’s annual holiday or sick leave, or for another ordinary leave or holiday.

12.3. All amendments, additions and supplementations to this agreement shall be made in writing.

**13. APPROVAL REQUIRED OF A SUPERVISOR OF THE INTERESTS OF A MINOR**

13.1. If the Player is minor, i.e. under 18 years of age, the supervisor of the interests of the Player shall approve the agreement in writing in order that it would be effective. The same applies to any amendments, additions or supplementations made to the agreement.

13.2. The agreements negotiated by the Agent Corporation concerning a minor’s playing in Finland shall be subject to approval by the supervisor of the interests of the Player in order that such agreements would be effective.

**14. DATE AND SIGNATURES**

This agreement shall be signed in triplicate: one (1) for each party and one (1) for the Finnish Hockey Players Association.

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Place Date

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 Player Representative of the Agent Corporation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Supervisor of the Interests of the Player

I agree to be the Player’s Agent and commit myself to the personal liability pursuant to section 5. of this agreement.

Place and date as given above

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 Agent

Translation 7.12.2005.

Section 8 has been updated 1.5.2014.