

FINNISH HOCKEY LEAGUE (SM LEAGUE) PLAYER CONTRACT

This contract also covers the possible CHL games. The player and the Club will agree on the possible compensations paid to the player for CHL games each season. (separate attachment).

1 CONTRACTING PARTIES

Player: _____

Address:

Social Security Number/Date of Birth:

Employer: _____

2 VALIDITY OF CONTRACT

- 2.1 Term of contract This contract will be effective as of ____ ____, 20__, and will be terminated without further notice on ____ ____, 20__, unless specifically agreed otherwise.

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

This player contract may last until May if the player's employer's team has games in SM League finals; however, not after 7 May. In such a case, the employer is responsible for the player's insurance coverage.

This player contract is effective while the employer's team is playing in the SM League. If the employer falls out of the SM League after a season or otherwise gives up their position in the League in order to move to a lower league, the employer and/or the player is entitled to cancel the player contract unilaterally without liability to indemnify, in which case the player contract ends on 30 April irrespective of what has been agreed on the effective term of contract in the player contract. The employer and/or the player shall use their possible right to cancel on 30 April at the latest.

- 2.2 Trial period The trial period is ____ months. During the trial period, the player contract can be cancelled by each party. The trial period can last four (4) months at the maximum. However, with contracts signed before 15 May, the trial period may be 4.5 months. In a player contract shorter than eight (8) months, the trial period can cover half of the term of contract at the maximum. The trial period shall not exceed the date of 31 December.
- 2.3 Entry into force This contract will enter into force after the employer has received a medical report pursuant to section 4.10 of this contract, or the parties have agreed that a physical examination is not necessary.

3 GENERAL TERMS OF CONTRACT

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

The employer is entitled to transfer the player to another employer's team without the player's consent if the other team is domiciled in the same economic district.

If the player contract does not cover the employer's right to transfer the player to another team in circumstances other than those cited above, and the employer and the player have not reached an understanding concerning the transfer by negotiating, the following rule will be applied:

In such a case, the player has the right to refuse the transfer for well-grounded personal reasons. Whilst evaluating the reasons, both the player's personal situation and the employer's and his team's situation shall be considered.

3.2 Disciplinary rules

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

The player accepts the fact that the employer and the SM League can keep a public register of the penalties imposed as a disciplinary measure.

The official approved disciplinary rules, which the SM League submits to the Finnish Hockey Players' Association before their entry into force, are attached to this contract.

3.3 Player compensation agreement

The employer shall pay the player's wages and other compensations in accordance with the player compensation agreement attached to this contract unless specifically agreed otherwise.

4 PLAYER'S DUTIES

4.1 Other events

The player agrees to participate in the regular advertising and promotional events determined by the employer, as well as in events arranged by the employer's partners in cooperation. In addition, players having won the Finnish Championships commit to attending their club's events 5 days after the last finals game, with the exception of the players joining the-National Teams. The number of days spent in the events is added to the training leave intended in section 3 of the general agreement. During August, the club has the right to use the player in the club's possible promotional events, when agreed between the player and the club.

Explanation and examples to be included in the guidance document – e.g., the team has a game and the player x is not in the lineup – therefore available at the time.

4.2 Commercial agreements

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

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

4.3 Photos

The employer holds the exclusive right to use photos of the player in the team uniform or other respective means of identification.

The employer can use such photos for marketing their own or their stakeholders' organizations, in any printed or electronic form of communication.

- The player can use his own photo in the team uniform, if the employer grants him a specific permission to do so.
- 4.4 Gear and equipment The player shall use a stick and other gear of the trademark determined by the employer unless agreed otherwise.
- The player shall use the gear determined by the employer in the games, training sessions, and the employer's other events.
- 4.5 Other games The player shall not take part in games other than those of the employer's team without the employer's permission.
- However, the player is allowed to take part in games organized jointly by the national teams operating under the Federation, the SM League, and the Finnish Hockey Players' Association (hereinafter FHPA).
- 4.6 Other sports The player shall not engage in other sports than ice hockey without the employer's consent.
- The player shall not do the following sports under any circumstances (e.g. motor sports, sky diving; the forbidden sports are to be specified below):
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- However, the player is allowed to do other sports in a normal manner, if they support or improve the player's basic physical condition and performance in ice hockey.
- 4.7 Notification of absence If the player is inhibited from taking part in the team's training sessions or games due to a force majeure, he shall let the team's coaching staff know about the inhibition and its grounds without delay.
- 4.8 Voluntary training The player shall comply with the level of an established professional SM League player in their training during any period when the team has no organized joint training sessions.
- The player shall take part in physical fitness tests as ordained by the coaching staff. Such physical fitness tests shall be arranged at times that do not overlap with the team's general holidays.
- 4.9 Public appearances The player shall work to promote the positive image of his team and ice hockey in all the aspects of his public appearances and to refrain from everything that might be in conflict with these aims.
- The player shall lead his private life in a way that does not endanger his ability and capacity to play, or inflict negative publicity on the team or ice hockey.
- 4.10 State of health reporting
- Whilst negotiating the player contract, the player is liable to give the employer all the information concerning his state of health that may have an effect on his ability to play. He is also liable to inform the employer of his use of medicines, nutritional supplements, stimulants, and any substances he knows or suspects to be prohibited in sports.

The player is liable, prior to the entry into force of the player contract, to undergo a physical examination in which a physician appointed by the employer examines and verifies his state of health and ability to play. The physical examination shall be taken without unnecessary delay. The expenses of the physical examination are covered by the employer.

The employer is entitled to receive, from the physician having carried out the examination or having treated the player, all the information concerning the player's state of health that may have an effect on the player's ability to play.

The employer and the SM League can keep a public record of the players who are not able to play because of an injury or other health-related reasons at a given time.

- 4.11 Betting The player agrees not to participate in betting on his own team's-games-himself or by asking another person to represent him; nor shall he act in a manner that might call into question his actions or his employer's position towards betting or pools games.
- 4.12. Game data The employer has the exclusive right to collect, use, and publish different team- and player-specific data based on the games.

5 EMPLOYER'S DUTIES

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

5.2 Transfer to the Athletes' Fund

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

- 5.3 Insurances The employer shall take out an insurance for the player in accordance with the Act on Athletes' Accident and Pension Cover (276/2009), also taking into account the specifications concerning the contents of the insurance cover laid down in the general agreement and the protocol of signature between the SM League and the FHPA.

The employer is responsible for paying the insurance premium to the insurance company. On the basis of this contract, the player accepts that the employer withholds 2.0 (two) percent points of his wages (up to the maximum of EUR 118.880) as a pension insurance premium and pays it to the insurance company. The amount for the season 2019 - 2020 shall be based on the wages of 2019 = EUR 118.880. The amount shall be adjusted every calendar year by the wage coefficient intended in the Employees Pensions Act (395/2006).

The player accepts that the employer will inform the SM League of any issues relevant for the monitoring of the insurance cover.

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

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

- 5.4 Holidays The employer shall grant the player training leaves and holidays (independent training), as agreed in the general agreement between the SM League and the FHPA.

5.5 FHPA membership fee The player is/is not a member of the FHPA.
By signing this contract, the player accepts that the employer withholds the FHPA membership fee from his wages and pays it to the FHPA by the end of October each year.

5.6 Offer for a player contract

Whilst making an offer to a player's agent, the club shall also inform the player of the offer by sms or email – "club X has today (date) submitted an offer for a player contract to your agent".

6 CASES OF ILLNESS OR INJURY

6.1 Liability to notify The player shall notify the team's coaching staff without delay if he falls ill or is injured.

6.2 Incapacity to play resulting from ice hockey

If the player is injured or falls ill (cf. Act 276/2009) in one of the team's games or training sessions; on a trip to a game or training sessions; in a social event in which he takes part following the team's orders; or while he is practicing to keep up his physical condition independently (as specified in detail in section 2 of the Act on Athletes' Accident and Pension Cover 276/2009), and a physician appointed by the team finds the player unable to play, the employer shall pay the compensations agreed in full until the end of the ongoing season. In addition, if a multi-year contract is valid, the employer shall pay the compensations in full from the beginning of the season following the injury (1 May) for six months, i.e. at least until 31 October; however, for September and October, 50% of the wages will be paid for the part of the monthly dividend of the annual wages exceeding EUR 118.880.

Additional note on performance and lineup-based compensations

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

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

6.3 Other incapacity to play

If the player falls ill or is injured for a reason other than one of those cited in section 6.2, the employer shall pay the following compensations to the player during the validity of the player contract as of the beginning of the period of incapacity to play:

- wages for the maximum of two (2) months, if the player contract was signed after 31 October during the ongoing season.
- wages for the maximum of five (5) months, if the player contract was signed by 31 October during the ongoing season.

The player shall present a reliable report on his incapacity to play to the employer. The player is not entitled to wages during the period of his incapacity for work if he has caused his incapacity willfully or by gross negligence, or if his incapacity for work has originated under circumstances specified in section 4.6 of this contract.

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

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

7 BREACHES AND DISSOLUTION OF CONTRACT

- 7.1 General provision The employer and the player are entitled to dissolve this contract irrespective of its duration with immediate effect if there are particularly weighty reasons. Such reasons include a breach or negligence of the legal or contractual obligations involved in the employment relationship that are so serious that the other party cannot be reasonably expected to continue the contractual relationship.

7.2 Misleading information

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

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

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

7.4 Breaches by the employer

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

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

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

8 OTHER PROVISIONS

8.1 Forbidden substances (doping)

The player is liable to comply with the Finnish Anti-doping Code and, in accordance with it, to, e.g., participate in tests ordained by the employer, the SM League, the Federation, the Finnish Antidoping Agency, or another body binding upon the SM League or the Federation, to find out if the player has been using forbidden substances whilst doing sports. The player shall also take a drug test on the employer's demand. Further, the player shall inform the employer of his use of medicines, nutritional supplements, stimulants, and any substances he knows or suspects to be prohibited in sports.

If the player is found guilty of using substances that are prohibited in sports or of another infringement according to the Finnish Anti-doping Code, the employer may discontinue paying the compensations laid down in this contract with immediate effect.

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

8.2 Disciplinary penalties and withdrawal of part of the wages

The employer is entitled to withdraw an amount corresponding to $X/180$ of the player's season-specific wages (basic wages + perks, no bonuses), if the player is sentenced to a penalty of two (2) games or more (X = length of the penalty) in the League's disciplinary proceedings. If the player is sentenced to another penalty of two (2) games or more during the same season, the employer is entitled to withdraw an amount corresponding to $X/120$ of the player's wages.

If a player is sentenced to three or more penalties of two (2) or more games during one and the same season, the employer is entitled to withdraw an amount corresponding to $X/60$ of the player's wages.

Withdrawals from the wages are paid to the SM League that will allocate the funds thus accumulated to the support of the operations of the SM League Alumni and to hiring a study counselor for the League.

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

8.3 NHL Contract

In the case of an NHL Contract, the agreements between the IIHF/Finland and NHL shall be complied with. If there is no valid NHL Contract, the transfer periods comply with the NHL Contract that was valid most recently.

8.4 Player's agent

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

9 DISPUTE RESOLUTION

Any dispute or controversy arising from this contract shall be resolved, unless they can be agreed upon, through arbitration proceedings, in compliance with the effective legislation on arbitration proceedings. The contracting parties can also decide to submit the dispute to a District Court.

The arbitration proceedings include three members, one of whom is appointed by the employer, another one by the player; these two members appoint the chairman of the arbitration court jointly. Unless unanimity regarding the chairman is reached, the

chairman is appointed by the Arbitration Institute of the Central Chamber of Commerce on request by one of the parties in the proceedings.

The employer and the player can also agree that the arbitration proceedings are carried out by one mediator or the Board of Legal Protection for Sports.

10 SIGNATURES

This contract is made in three copies (three copies with the same wording, one for each contracting party, and one for the SM League).

The contract must contain the player's name in block letters and his address for the purpose of player listing.

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

Date:

Employer

Player

Name in block letters

Address:

Signed between the Finnish Hockey Players' Association and the Finnish Hockey League on 5 March 2015.

Section 5.3 and 6.2 was updated 24.5.2016 and 12.9.2017.

Section 8.2. was updated 24.5.2016.

Section 5.6. was updated 17.1.2017.

Section 2.1, 2.2, 4.8 ja 4.12 was updated 26.1.2018.

Section 5.3 ja 6.2 was updated 6.8.2019.

The contract is valid until 30 April 2020.

Helsinki _____ 2018

FINNISH HOCKEY LEAGUE (SM LEAGUE)

FINNISH ICE HOCKEY PLAYERS' ASSOCIATION