### **APPENDIX 1**

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PLAYER CONTRACT
BETWEEN
SM-LIIGA PLAYER
AND
LIIGA CLUB
APPROVED BY
JÄÄKIEKON SM-LIIGA OY
AND
SUOMEN JÄÄKIEKKOILIJAT RY

#### 1. PARTIES

his contract of employment (below " <b>Player Contract</b> ") was signed//20 etween the following parties:	2
1.1. Name of employee player:	
personal identity code:,	,
address:	
email address:	
(below "Player"); and	
2. Name of employing Liiga club:	
Business/VAT ID:	
address:	_,
email address:	
(below "Employer" <sup>1</sup> ).	

In this contract, Player and Employer are hereinafter referred to jointly as "**Parties**" and separately as "**Party**".

## 2. THE BACKGROUND AND PURPOSE OF PLAYER CONTRACT

Employer is a partner at/shareholder of *Jääkiekon SM-Liiga Oy* ("**Liiga**") who participates in the Finnish ice hockey main league's ("**SM-liiga**") sports operations organized by Liiga and possibly also in the CHL series. The CHL series is organized by the CHL organization where Liiga is a partner.

Player is an employee who plays ice hockey professionally and undertakes with this Player Contract to practice their profession under the control of Employer, principally in the Employer's representative team.

With this Player Contract and its appendix, Parties agree on Player's employment at Employer and their respective rights and obligations.

<sup>&</sup>lt;sup>1</sup> Reference to "Employer" used in this Player Contract also refers to the representative team that plays in SM-liiga and belongs to Employer's organization.

### 3. CONVENTION'S BINDING NATURE TOWARDS PARTIES

Parties acknowledge that *Suomen Jääkiekkoilijat ry* ("**Players' Association**") and Liiga have entered into general agreement ("**Convention**") extending to the 2024–2025 game season concerning the operations of SM-liiga (including the CHL series) and its member clubs. Convention contains, among other things, what has been agreed between Liiga partners/shareholders (representing Employer(s)) i.e. Liiga Clubs and Players' Association (representing Players), which is the following:

All Liiga Clubs participating in SM-liiga competitive sports during the game seasons in question, i.e. Employers and the Players who play as Employees, must sign Player Contract, the content of which corresponds to the terms of this contract and the template for which is part of Convention (Appendix 1).

Parties understand and accept the aforementioned and other matters agreed upon in Convention that affect the employment agreed upon with this Player Contract.

Parties (including their representatives and potential advisors) have seen Convention, and its copy is <u>Appendix B</u> to this Player Contract.

Parties confirm this Player Contract by signing and committing to complying with the terms and provisions of Convention that apply to them and form a part of the terms of employment between Parties as specified in this Player Contract.

#### 4. CONTRACT PERIOD

# 4.1. The length of contract period

The contract period of this Player Contract starts//20 and expires withou denouncement//20, unless Parties otherwise agree below in writing.
Agreeing otherwise regarding the end or start of the contract period is stated below fo Parties as follows:
Below Parties agree upon game-season-specific options if any and if necessary:

In principle, other Party must be notified of using the options agreed in this section 4.1 two (2) months before the start of the next game season. Exceptionally, use of the

options agreed in this section 4.1 must be notified within seven (7) days after Employer's game season's last regular SM-liiga playoff game if Parties have concluded this Player Contract only after the first game of the SM-liiga regular season in question. These notification periods regarding options do not apply to transfer-abroad options that may be agreed between Parties, the notification periods of which are agreed separately in Appendix A of this Player Contract.

Liiga and Players' Association shall agree upon the date and time to start the SM-liiga game seasons and their duration in advance in writing if the seasons do not start or end in the same way as before the season 2023–2024 (from the 1st of May to the 30th April) or if the number of games is increased or decreased.

Exceptional extension of the game seasons beyond the agreed end date is stipulated in section 4 of Convention, which is binding to Parties.

If, in the middle of this Player Contract term and after a certain game season, Employer does not continue their games in SM-liiga for sports reasons (i.e. after a series system reform Employer is "dropped" or drops one level down in the series), both Parties have the right to terminate this Player Contract without liability for damages for the game season in question so that Employer's obligation to pay salary ends either at the end of the game season in question or the training leave that follows, depending on which of these ends later. Parties have the aforementioned right to terminate Player Contract also when Employer voluntarily and on their own initiative gives up their position in SM-liiga. However, Employer does not have this right if this Player Contract is concluded during the season after which Employer gives up their place in SM-liiga.

One Party shall provide the other Party with a notice of terminating exercising the aforementioned right within seven (7) days after Employer's last game in the series/playoffs during the season in question has been played. If neither Party communicates using this right within the said time, Player Contract shall continue as is for the duration of this period of validity.

## 5. TRY-OUT PERIOD

Parties agree that try-out period for this Plyer Contract is \_\_\_\_ months.

During the try-out period, both Parties have the right to terminate this Player Contract as specified in chapter 1, section 4 of the Employment Contracts Act (26th of January 2001/55, as amended, "**ECA**"). If try-out period is terminated, Employer is obliged to immediately release Player's transfer rights i.e. give Player completely cost-free transfer to a new club.

Convention's Player Contract template stipulates that

- (i) the try-out period's maximum length is four (4) months;
- (ii) for contracts concluded before the 15th of May, the try-out period may be four and a half (4.5) months;
- (iii) in a Player Contract shorter than eight (8) months, the try-out period can be no more than half of the duration of Player Contract; and
- (iv) the try-out period shall not be agreed to be valid after the 31st of December.

Parties undertake to comply with these (i)–(iv) provisions, and the above-agreed try-out period shall not conflict with these provisions.

### 6. CONTRACT'S ENTRY INTO FORCE

This Player Contract shall enter into force when it has been signed by Parties and when Player has passed the health inspection referred to in section 8.11 of this Player Contract, or when Parties have agreed in writing that a health inspection is not required. Passing the health inspection means that Employer has not announced the termination of the agreed Player Contract based on the health inspection during the day when all inspected health information has been delivered to Employer.

Parties shall document here if there is no need for Player to go through health inspection.

It is Employer's responsibility to ensure that, in principle, Player's health inspection is carried out after signing Player Contract and within ten (10) days of signing at the latest.

Despite the aforementioned entry into force, the fulfilment of the key obligations of this Player Contract (including Player's work obligation and Employer's obligation to pay salary) begins when the contract period stated in section 4.1 begins.

This Player Contract is valid until the end of the last game season stated in section 4.1.

## 7. GENERAL TERMS OF CONTRACT EXECUTION

## 7.1. General provision

Player undertakes to play and train in accordance with the instructions of Employer and coaching staff appointed by Employer in Employer's Finnish (representative or U20-series) team to which Employer assigns them.

Employer and Player can agree together in advance in writing about Player transferring to another club and other employer's service. In the negotiations regarding such transfer, both Player's personal and Employer's circumstances must be taken into account, and such player transfer is not possible without both Parties agreeing to it in advance in writing.

## 7.2. Discipline

As part of this Player Contract, Player undertakes to comply with Liiga and Finnish Ice Hockey Association's ("FIHA") and International Ice Hockey Federation's ("IIHF") disciplinary regulations and Finland's anti-doping regulations (valid since the 1st of January 2021) and accepts that Liiga or the body or official designated by it may impose penalties on Player in accordance with the abovementioned regulations.

At the same time Player consents to Employer and Liiga maintaining a public register of the sanctions given due to disciplinary procedures; however, the euro sum withheld from Player's salary in disciplinary proceedings shall not be made public. <u>Appendix C</u> of this Player Contract contains the officially approved versions of the abovementioned disciplinary regulations and related Finnish anti-doping rules and the FIHA/IIHF rules that Liiga has submitted to Players' Association before they come into force.

## 7.3. Working hours

In view of the nature of Player's work and the structure of their remuneration, employment between Parties is not subject to the provisions for overtime or Sunday work or weekly free time addressed in the Working Time Act.

Overtime and Sunday work as well as travel time shall be compensated to Player in the form of training leave after the end of the game, which is agreed upon in more detail in this Player Contract.

### 8. PLAYER'S OBLIGATIONS

### 8.1. Player's main occupation

Player's main occupation for which Employer has hired them is playing ice hockey in training games, SM-liiga, international tournaments (e.g. Spengler Cup) and possibly the CHL series (or other team of Employer's organization assigned by Employer) and related training either together with other players hired by Employer or independently as determined by Employer's sports management and coaching staff in compliance with the terms of this Player Contract. Travelling to games is included in Player's work.

#### 8.2. Other events

Player undertakes to participate in the usual advertising and promotional events determined by Employer and those of Employer's partners, unless restricted at certain times as stated below.

If Employer wins the SM-liiga championship, Player as well as Employer's other players are obliged without separate salary or similar compensation to be available for two (2) events of Liiga Club's partners which events are organized within five (5) days after the last playoff game. In addition, Player is obliged to attend the final gala of the SM-liiga season if Liiga has informed them in good time in advance that they are to be awarded on the occasion, and Liiga shall pay their related travel and accommodation expenses. The days used for these events are added to the training leave agreed upon below in this Player Contract.

Employer is entitled to request, and Player obliged to participate, before or after the SM-liiga series games and during joint training periods, in any promotional events of Employer's partners as determined in more detail in section 3.5.4 of Convention. Employer must notify Player of attendance in such events at least one (1) week in advance, and in principle, Player shall be used for such events (in August and September) when Employer plays a game and Player is not in the lineup. During an agreed training period, Employer can assign Player to no more than two (2) promotional weekend events important to Employer's audience or partners; one (1) of these can take place before Player's annual leave and the other (1) after annual leave. The days required for such events shall be compensated as extra training leave for Player.

Employer shall organize the team's joint training after a training leave in such a way that

training and other joint team events specified by Employer are organized on weekdays (Monday to Friday) until two (2) weeks before the start of the game season (the first SM-liiga regular season game).

This restriction does not apply to the games played during the joint training before the start of the season, the number of which is limited in Convention that Employer is obliged to comply with.

## 8.3. Advertising contracts

Parties undertake, regarding Player's own advertising contracts, by mutual agreement to choose and check one of the following options A–C. If this section is not checked, this Player Contract shall apply option C.

Regarding Player's	s own advertising con	itracts, Parties un	dertake to comply	with option A
, option B	or option C			

#### **OPTION A**

Player shall comply with the advertising, promotional and partnership contracts made by Employer. Employer shall, on request, report these contracts.

Player does not have a right to dismiss Employer's advertising, promotional or partnership contracts nor enter into similar contracts of their own without Employer's permission. There must be a justified reason related to Employer's operations to deny permission.

#### **OPTION B**

Employer maintains advertising, promotional and partnership contracts with many partners. Employer is obliged to inform and keep Player aware, for the duration of their Player Contract, of the twenty (20) most important partners with whom Employer has a valid partnership contract. At the request of Player, Employer is obliged to prove that certain partnership is valid. Employer is also obliged to provide Player with a written list of the stated partners and to notify Player of any changes to the list. There is a separate list for each player.

Based on this list of partners, Player undertakes, during this Player Contract, to not themself or via a third party (e.g. Player's Association) participate in advertising, promotional or other partnership activity with companies that compete with the ten (10) most important partners indicated by Employer in the said list. In addition, Player undertakes to propose any advertising, promotional or other form of partnership first to the partners (1–20) indicated by Employer in the said list. If these partners of Employer do not accept the proposal as is, Player is free to present a proposal with the same content to any company they want, excluding the competitors of the most important partners (1–10) mentioned by Employer in the said list.

However, in any case Player has the right to continue advertising, promotional or other type of partnership activity carried out before signing Player Contract even with companies that compete with the competitors of Employer's most important partners (1–20).

Otherwise Player's right to participate in such advertising, promotional or other

partnership activity with companies, and to receive additional income from such activity, is not restricted. Player shall strive in a reasonable manner to keep Employer's sales and marketing staff aware of their plans and negotiations related to the above and to also cooperate with them as far as possible.

To clarify: Parties state that without Employer's prior written permission Player does not have the right to use Employer's representative team or game attire, company name, trademark or any publication or promotional look that can be associated with Employer in such partnership activity.

Player undertakes to ensure that their secondary activity based on their personal partnership contracts in accordance with this Player Contract do not interfere with their main occupational obligation as determined in this Player Contract.

#### **OPTION C**

Player's right to enter into their own advertising contracts is not limited in any way.

## 8.4. Employer's right to use Player's photographs and voice

Employer has the exclusive right to photographs taken of Player wearing Employer's representative team and team attire including Employer's logo or other similar identifier.

Employer may use such photos and Player's voice in promoting its organization and partners, carried out in any form of printed or electronic communication (including moving pictures for advertising purposes on TV, internet, social media and other similar distribution channels, as Employer has done in the 2023–2024 game season and before that).

Player may use a photo taken in attire that includes Employer's representative team look and logo if given explicit permission by Employer.

Excluding using a photo in the said representative team attire including its look and logo in Employer and/or their partners' promotion in accordance with the terms of this Player Contract or using Player's image and/or identifying information in accordance with Convention, any use of Player's image and identifying information shall always be agreed upon between Parties in advance in writing as well as compensated separately to Player.

The use of Player's social media accounts in Employer's and/or their partners' marketing must also be agreed upon in advance in writing between Parties and compensation for this too paid separately to Player.

Liiga's right to use Player's image and identifying information as part of partnership and media contracts is agreed upon in section 5 of Convention (*Use of players' images and identifying information*).

## 8.5. Equipment and attire

Player must use the stick brand and other equipment determined by Employer unless Parties separately agree otherwise.

Player must wear attire specified by Employer in Employer's games, training sessions and Employer's other events.

## 8.6. Other games

During this Player Contract, Player is not allowed, without Employer's permission, to attend other ice hockey games but those of the teams that belong to Employer's organization.

However, Player has the right, in accordance with the terms of a current contract between FIHA and Liiga, to attend ice hockey games jointly organized by the national teams operating under FIHA and Liiga and Players' Association.

## 8.7. Other sports

During this Player Contract, Player is not allowed, without Employer's permission, to engage in dangerous sports (such as motor sports, parachuting and the like).

This prohibition can be exempted by listing below the sports that Employer allows to engage in:				allows Player	

Usual practice of other sports is allowed if it helps maintain and improve Player's fitness and performance in ice hockey.

#### 8.8. Notice of non-attendance

If Player is prevented from attending Employer's training or game due to a compelling reason, they must report a reason why to Employer's coaching staff immediately after unavailability occurs. If Player's non-attendance is due to health reasons, they must immediately also contact the doctor appointed by Employer.

### 8.9. Individual training

Player must follow the established level of playing as a professional in SM-liiga when training individually if Employer has not organized joint training among the team.

Employer is obliged to instruct Player in writing, following a high-quality standard, and by taking into account Player's personal needs, on individual training during such independent period, in which case insurance coverage in accordance with this Player Contract must be valid.

Player is obliged to participate in fitness tests ordered by Employer's coaching management. These tests are to be organized in such a way so as not to overlap with Player's annual or training leave.

## 8.10. Public appearances

In their public actions and appearances, Player commits to promote a positive image of Employer and ice hockey and to avoid any activity that is contrary to these objectives.

In their private life, Player must behave in such a way that their lifestyle does not endanger their physical condition or motivation to play nor cause negative publicity to Employer or hockey.

### 8.11. Health status evaluation

When negotiating Player Contract, Player is obliged to provide Employer all information about their health that impacts their ability to play.

In addition, when negotiating Player Contract and while it is in force, Player is obliged to inform Employer of the medication, supplements, stimulants and all substances they know or suspect are prohibited in sports if they use such substances.

Before the start of the first game season covered by Player Contract or as soon as possible after it begins, Player is obliged to take a health inspection where a doctor appointed by Employer examines and checks their health and ability to play. Health inspection shall be carried out without undue delay. Employer is obliged to cover the costs of the inspection. The content of the health inspection is determined in a separate guideline that contains the criteria and requirements drawn up together by the doctors chosen by Liiga and Players' Association (one doctor by each). Employer undertakes to comply with this guideline regarding the health inspection.

Employer is entitled to receive all the information related to Player's health that has an impact on Player's ability to play from the doctor appointed by Employer who has done the health inspection and treated Player during this Player Contract. Employer commits to keeping Player's health information confidential and not to share it with third parties. Employer and Liiga are allowed to maintain a public register of Players who, at any time, are prevented from playing by injury or other health reasons. Employer has the right to anonymously provide general information about Player's injuries during game seasons (halfway through SM-liiga's regular season) to an injury register maintained by Liiga, to which Liiga gives access to Players' Association. The register's information is used for injury statistics and other studies of all players in SM-liiga in a way that does not compromise the absolute confidentiality of Player's health information. Employer, Liiga and Players' Association undertake to comply with separate data protection regulation regarding this injury register.

Player commits to the treatment recommended by a doctor with sufficient expertise appointed by Employer if the insurance obtained by Employer or Employer themself cover all the costs of such treatment.

### 8.12. Betting

Player commits to not participating in betting on their Employer's games personally or through a representative and does not behave in any other way that may call into question or compromise their actions or Employer's position regarding betting or pools.

#### 8.13. Game data

Employer is entitled to collect, use and publish team- and player-specific data generated from games. Player and Players' Association are entitled to use the aforementioned data in their own marketing and events, however not for commercial purposes i.e. with third parties unless separately agreed with Employer or Liiga. At Player's request, Employer

is obliged to deliver the said data concerning Player to Player or Players' Association.

Nevertheless, the use of Players' health data and similar sensitive personal data for any purpose shall always require an express prior written consent of Players' Association and the Player concerned. Without such consent Employer is not allowed to use the said information.

### 9. EMPLOYER'S OBLIGATIONS

## 9.1. Paying salary to Player and taxes

Employer undertakes to pay Player the salary, bonuses and other compensations specified in the Player Fee document that is <u>Appendix A</u> to this Player Contract under the terms agreed in more detail therein, including separately agreed compensation for the CHL-series games if Employer participates in them.

All salaries, bonuses and other compensation mentioned in <u>Appendix A</u> of this Player Contract are taxable income for Player. Employer shall pay on time all of its financial obligations according to <u>Appendix A</u> of Player Contract, their pension insurance premiums as well as other payments, if any, due to employer's dues based on Player Contract and employment and laws, regulations and other agreements falling within the scope of Parties' employment arrangement.

The sums mentioned in <u>Appendix A</u> of Player Contract include accrued vacation allowances and salary during vacation.

## 9.2. Transfer to athletes' special fund

At Player's request, Employer shall pay a part of their salary specified by Player to the athletes' special fund referred to in section 16 a–c of the Income Tax Act.

### 9.3. Player insurance

Employer shall take out insurance for Player in accordance with the Finnish act on the organization of accident and pension insurance for athletes (276/2009 as amended, "UTE"), taking into account the provisions on the content of insurance coverage agreed upon in Convention. Player's insurance coverage must be based on Player's total salary in all cases.

In accordance with these provisions, Employer shall, at their cost, take out mandatory accident insurance for Player as set in UTE as well as medical expense insurance as agreed with the insurance company.

Employer is responsible, through the insurance they have taken out, for the Players to be fully compensated during the validity of this Player Contract, in accordance with section 2 of UTE, for all their accidents (including all resulting medical, treatment, examination and rehabilitation costs as well as medical/sickness compensations) in the following situations:

- 1) game or sports/athletic performance;
- 2) guided, supervised or programmed training;

- 3) while Player is moving from their apartment or accommodation to the sports, game or training venue or returning;
- 4) during game, sports or training trips when involved in activity covered by the itinerary;
- 5) when Player is representing a club or community referred to in section 1 at a representative event or is on the way to or from such an event on the order of the club or other sports organization.

UTE provisions apply to Player accidents in general.

Employer undertakes together with Player to ensure that accidents covered by UTE are not transferred to be compensated via medical expense insurance. In the case of a limiting case that has been transferred by the decision of the insurance company to an injury covered by medical expense insurance, Employer shall immediately inform Player thereof and Parties shall jointly undertake to appeal against such a decision.

In the case of Player's illness or injury which is not due in any way<sup>2</sup> to an accident occurring during their Player Contract or in the course of their career in accordance with section 2 of UTE (which is reimbursed by the accident insurance taken out by a previous club), the costs of any related medical treatment and care, examination and rehabilitation and sickness benefits shall be reimbursed by the medical expense insurance taken out by Employer.

In so far as such aforementioned medical expenses, in the event of an accident other than that referred to in section 2 of UTE, exceed the maximum amount of compensation laid down in the medical expense insurance at the time of conclusion of this contract or do not become reimbursable at all from the medical expense insurance by the decision of the insurance company, the obligation of Employer to reimburse such expenses beyond this maximum amount is limited to EUR 10,000.00 for each individual illness or injury of Player. This liability of the Employer ends when this Player Contract expires.

Under no circumstances shall Player be obliged to contribute to the cost or payment of the medical expenses incurred as a result of their injury, illness or disability.

### 9.4 Player's pension insurance contribution

According to law (e.g. section 14 of UTE), the person liable to insure must pay four and a half percent (4.5%) of their player's salaries and compensations during the game season as an insurance premium (i.e. the pension insurance premium portion of the insurance).

Employer is responsible for paying the pension insurance premium to the insurer. Employer undertakes to make these payments and settlements always on time. Delay or failure to do so shall always be considered a substantial and serious breach of

<sup>&</sup>lt;sup>2</sup> For this the following is stated as an example: If Player injures their back in a game or during training and during the related treatment it turns out that there is a bulging disc on their back and the insurance company claims that it is "due to illness" although it is proven that the injury was actualized during the accident and the symptoms appeared as a result, Parties shall try to have the treatment costs reimbursed from the accident insurance. If, for one reason or another, the insurance company does not reimburse from the accident insurance, the treatment costs shall primarily be reimbursed from the medical expense insurance, but Parties shall jointly investigate the insurance company's medical basis for their interpretation if Player so requests.

Convention.

Player agrees that Employer shall provide Liiga with all necessary information needed for supervising insurance coverage implementation.

Parties agree that a representative of Players' Association (executive director or a person authorised by them) shall receive all information from the insurance company that can be used to ensure the validity of the accident insurance and old-age pension insurance and taking care of related payments as required by law.

Player is allowed to improve their insurance coverage at their own cost. These insurances do not affect Employer's obligation to insure Player in accordance with this section of the contract.

## 9.5 Training leave

After the last official regular season game, playoffs or national team event, Employer commits to allowing Player have continuous training leave of at least 24 weekdays (Monday–Saturday) i.e. four (4) weeks or continuous leave of three (3) + one (1) week in certain cases as specified in section 3.5.1 of Convention.

For the sake of order, Parties state that training leave is not vacation for Player.

Parties undertake to comply in all respects with the terms and conditions stated in section 3.5.1 of Convention.

## 9.6 Annual leave arrangements

The terms and regulations mentioned in section 3.5.2 (*Annual leave arrangements*) of Convention apply to Player's annual leave and other vacation arrangements which Parties undertake to comply with in all respects.

#### 9.7 Annual leave dates

The terms and regulations mentioned in section 3.5.3 (*Annual leave dates*) of Convention apply to Player's annual leave and other vacation arrangement dates which Parties undertake to comply with in all respects.

### 9.8 Joint training and games played before the beginning of the Liiga season

The terms and regulations mentioned in section 3.5.4 (*Start of joint training*) of Convention apply to the beginning of Employer's joint training, and Parties undertake to comply with them in all respects.

The terms and regulations mentioned in section 3.5.7 of Convention apply to Parties' obligations regarding games played before the beginning of the Liiga season, and Parties undertake to comply with them in all respects.

### 9.9 Christmas and New Year

Section 3.5.5 (*Christmas and New Year*) of Convention shall be applied to Player's work obligation during Christmas and New Year, and Parties undertake to comply with its terms and conditions in all respects.

## Leave/vacation pay and compensation

The terms and conditions set out in section 3.5.6 of Convention, which Parties undertake to comply with as agreed upon in more detail in <u>Appendix A</u> to this Player Contract regarding Player fee, shall apply to the vacation pay and allowance paid to Player and to any instalment of salary.

#### 9.10 Healthcare

Employer must, at their own expense, arrange occupational healthcare for Player to prevent and treat any health hazards caused by playing and the immediate consequences thereof. Employer shall pay the costs of examinations ordered by the occupational health physician.

## 9.11. Players' Association's membership fee

If Player is a member of Players' Association, by signing this Player's Contract they agree that Employer can withhold Players' Association's membership fee from Player's salary and pay it to Players' Association by the end of October each year.

## 9.12 Player Contract offer

When making an offer to Player's agent, Employer must also notify Player of the offer by a text message or email as follows: "Club X has today (date) submitted a contract offer to your agent".

#### 10. ILLNESS AND INJURY TO PLAYER

## 10.1. Obligation to notify

Player must report their illness or injury to Employer's coaching staff without delay, unless the matter has come to the attention of the coaching staff as a result of the injury or illness sustained in a game or in training.

### 10.2. Inability to play due to ice hockey

If Player has been injured of fallen ill in accordance with section 2 of UTE and the doctor appointed by the team evaluates Player unable to play, Employer shall pay the agreed compensation in full to Player until the end of the ongoing game season.

In addition, Employer shall pay the full amount of compensation agreed during the term of multiannual contract from the beginning of the next game season (the 1st of May) for a period of six (6) months i.e. until the 31st of October, but so that 50% of the monthly salary is paid for the months of September and October for the part of salary that exceeds the monthly share of an annual salary of EUR 137,330.00.

If Player's salary is connected to Employer's success in games and lineup compensation, the injured Player shall be considered as entered in the scorebook if they have regularly been part of Employer's lineup before the event. If Player has been entered in the scorebook in only some of Employer's games, Player shall be paid a salary tied to game success and/or lineup compensation respective to Player's entries in the scorebook. For example, when Employer has played ten (10) games and Player has participated in ten (10) games, the lineup and success compensation shall be paid at one hundred percent

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

If Player is dissatisfied with the medical opinion of the physician appointed by Employer as to Player's inability to play, Player shall agree to be examined by a medical specialist approved by Parties, and Parties shall comply with the decision of that medical specialist on Player's potential inability to play.

## 10.3. Inability to play due to other reasons

If Player falls ill or is injured as a result of other than an accident according to section 2 of UTE, Employer shall pay to Player, while this Player Contract is in force, from the start of the inability,

- salary for a maximum of two (2) months if Player Contract was concluded during the ongoing game season after the 31st of October; or
- salary for a maximum of five (5) months if Player Contract was concluded during the ongoing game season by the 31st of October.

Player must present Employer with a reliable statement of their inability to work.

Player is not entitled to a salary for the period of incapacity if they have caused the inability to play intentionally or through gross negligence or if they have become incapacitated contrary to the prohibition of practicing sports dangerous to health set in this Player Contract.

#### 10.4. Deductions

Employer may deduct from Player's salary during the period of inability to play a predetermined amount that Player may receive due to this inability for the same period in the form of daily allowance or other comparable compensation based on the law or contract made by Employer. However, Employer does not have the right to deduct the compensation from the salary for the period of inability to play to the extent that the compensation is paid to Player on the basis of the insurance Player has paid.

For the period for which Employer has paid salary during inability to play to Player, Employer is entitled to withdraw daily allowance in accordance with the previous paragraph or compensation comparable to it or receive that amount back from Player if the aforementioned compensation or allowances have been paid to Player, however no more than Player has received as compensation or allowance.

#### 11. BREACHES AND TERMINATION OF CONTRACT

#### 11.1. General provision

Both Parties have the right, taking into account the ECA regulations, to terminate this Player Contract immediately, regardless of its duration, for a very compelling reason. Such a reason can be a serious violation or neglect of the other Party's obligations arising from Player Contract or the law and affecting employment between Parties so that the other Party cannot reasonably be expected to continue employment.

#### 11.2. Misleading information

If, when entering into this Player Contract, one Party has materially and in material terms misled the other Party, the misled Party shall have the right, subject to the ECA regulations, to terminate this Player Contract immediately and shall be entitled to compensation from the misled Party for any damage caused by such termination.

## 11.3. Violations by Player regarding parallel contracts

Player shall not enter into a player contract with another employer which prevents or hinders complying with this Player Contract. If Player has entered into such an agreement or otherwise materially violated the key terms of this Player Contract, Employer, taking into account the ECA regulations, has the right to terminate this Player Contract immediately, and Player is obliged to compensate Employer for any damage caused by unjustified termination of Player Contract.

## 11.4. Violations by Employer

If Employer materially violates or neglects the key terms of this Player Contract, Player has the right, taking into account the ECA regulations, to terminate this Player Contract immediately and the right to be compensated by Employer for any damages resulting from such termination.

## 11.5. Consequences of termination of contract

Upon termination or cancellation of this Player Contract, Employer shall immediately release Player to another employer i.e. grant Player a completely cost-free transfer to a new club.

#### 12. OTHER TERMS AND CONDITIONS

#### 12.1. Prohibited substances and use of intoxicants

Player is obliged to comply with the Finnish anti-doping regulations, and based on that, among other things, to take a test by order of Employer, Liiga, FIHA, the Finnish anti-doping commission or other system to which Liiga/FIHA is bound, to find out whether Player has used substances prohibited in the sport. Player is also obliged to take a drug test at Employer's order.

If Player is found guilty of using substances prohibited in sports or other doping violation in accordance with Finnish anti-doping regulations and banned from action or competition for this reason, the case is considered a material violation of a key term of this Player Contract and the rights and obligations agreed upon in section 11 of this Player Contract apply, taking into account the ECA regulations.

Parties undertake to comply with the prevailing labour legislation in situations concerning substance abuse by Player and the Finnish anti-doping regulations that support it and are in force at any given time, as well as the related guidelines of the Finnish Centre for Integrity in Sports (FINCIS).

### 12.2. Discipline and withholding of part of salary

Employer may deduct an amount equal to X/180 of the seasonal salary paid to Player (basic salary + benefits, no bonuses) if Player is suspended for two (2) games or longer as a result of Liiga's disciplinary procedure (X = length of suspension).

If Player is suspended for another two (2) games or longer during the same season, Employer may withhold an amount equal to X/120 of Player's seasonal salary.

If Player is given a third or more suspensions for two (2) games or longer during the same season, Employer may withhold X/60 of Player's seasonal salary.

Employer shall pay such salary deductions based on Player's disciplinary action and head incidents without amortization or delay to Liiga, who shall transfer the funds thus received, also without amortization, to the player security fund established by Liiga and Players' Association to be used to support injured and sick players. Otherwise, disciplinary salary deductions are allocated to disciplinary costs, ice hockey "lecturers" costs and to support Liiga's alumni communities. Upon Player's request, Employer is obliged to provide Player with receipt(s) for paying salary deduction(s) to Liiga.

When doing deductions, restrictions in accordance with section 2:17 of Employment Contracts Act (ECA) must be taken into account.

#### 12.3. NHL contract

If Player enters into an NHL contract during this Player Contract, the contracts between IIHF/Liiga and NHL collectively known as *Player Development Agreement* ("**PDA**"), the terms of which are known to Players' Association, shall apply to such NHL transfer.

This means that during the validity of this Player Contract, Player is entitled to sign an NHL contract with any NHL club and move to the NHL to practice their profession.

Such a transfer is subject to the terms of PDA, according to which Employer receives financial compensation from NHL for the said transfer. If the total amount of the said NHL compensation or the part thereof payable to Employer is less than the salary paid by Employer to Player after the 1st of May (i.e. after the start of the new season) by the time of the NHL transfer, Player shall be obliged to repay the difference between that salary and the NHL compensation to Employer. For the sake of order it is noted that as a result of Player's NHL transfer, while the PDA is in force, Player is under no circumstances obliged to return any part of their salary to Employer if the compensation received by Employer from NHL for Player's NHL transfer is more than the salary accrued to Player after the 1st of May (i.e. the start of the new season) by the time of the NHL transfer and paid to them by Employer.

If Player, during the validity of this Player Contract, transfers into NHL, this Player Contract (incl. Employer's obligation to pay salary) ends automatically without notice when NHL or NHL club has confirmed Player's NHL contract.

If Player returns to Employer's service in accordance with the terms of their NHL contract in the middle of the game season, employment between Player and Employer shall comply with this Player Contract in such a way that Player's salary, allowances and other benefits shall be paid starting from when Player returns to Employer's service. For the sake of order, it is stated that Employer shall not pay Player salary, compensation or benefits based on this Player Contract for the time Player is employed by an NHL club.

In the event that PDA or similar agreement with NHL is not valid at the time of signing this Player Contract or expires during the Contract's validity, Player and Employer agree on Player's right to enter into an NHL contract as follows:

## 12.4. Player's agent

At the time of entering into this Contract, Player's agent is .

Player undertakes to notify (within seven (7) days) Employer of the change of agent.

Player's agent shall collect their fee only from Player, who is their client, and under no circumstances from Employer.

### 12.5. Notifications

Notifications and other communications under and in connection with this Player Contract may be delivered to the other Party in person, by email to the email address provided by the other Party, or by registered mail to the address provided by the other Party. The email and postal addresses of both Parties at the time of signing this Player Contract are listed in section 1 of this Player Contract. If one Party has reason to suspect that a notification has not come to the attention of the receiving Party, the notifying Party must use reasonable means to ensure receipt of the notification.

When a notification is delivered personally, its service is deemed to have taken place when it has been given to the recipient. When sending notification by email, its service is considered to have taken place when the email has been sent to the recipient's email. When a notification is delivered as a registered letter, its service is considered to have taken place on the third (3) business day after the registered letter is posted.

Each Party is responsible for ensuring that their valid contact information is known.

#### 12.6. Confidentiality

Both Parties undertake to not disclose the confidential information of the other Party obtained in connection with the negotiations for <u>Appendix A</u> of this Player Contract and for this Player Contract during the validity of this Player Contract. This included Player's health information received by Employer.

In addition to <u>Appendix A</u> confidential information refers to correspondence regarding the negotiations for this Player Contract and information marked confidential shared in connection with them.

Despite the confidentiality obligation agreed here, Parties have the right to share confidential information to Liiga, Players' Association, Employer's executives, their insurance companies and advisors (incl. agent), provided that these persons are required to keep this information confidential.

However, confidentiality does not concern the following kind of information:

- (i) information that is publicly available or otherwise considered public information;
- (ii) information that a Party has obtained from a third party without confidentiality obligation;
- (iii) information that the receiving Party had without confidentiality obligation before receiving confidential information from the other Party; or
- (iv) information that a Party has independently coined without using confidential information received from the other Party.

This confidentiality obligation does not apply to or prevent Party from sharing confidential information in situations where the information obtained in connection with the negotiations of this Player Contract is reported to the authorities or otherwise required by law. In such cases, too, Parties shall, to the best of their ability, prevent further transmission of confidential information.

Parties underline that this Player Contract and <u>Appendix B</u> and the information contained therein are not confidential or to be kept non-disclosed and are not covered by this obligation of confidentiality.

The template for the content of this Player Contract (incl. template in <u>Appendix A</u>) and Convention as <u>Appendix B</u> (excl. confidential <u>Appendix 4</u>) are shared publicly on the Player's Association's website.

#### 12.7. Amendment and transfer of this contract

This Player Contract can only be amended in writing with the prior consent of both Parties i.e. a signed amending treaty.

This Player Contract or the rights and obligations arising therefrom may not be transferred without the consent of the other Party. However, this does not apply to Employer's business arrangements approved by Liiga, where Employer's business is transferred to be operated by a new company or association, provided that this new company or association continues to play in SM-liiga and comply with the terms of this Player Contract as such.

#### 12.8. Entire contract and order of application

This Player Contract (incl. <u>appendices A and B</u>) constitutes the entire contract and understanding between Parties regarding the matters mentioned here and taking into account Parties' commitment to the terms of the Convention that apply to them.

In the event of a conflict between Convention (<u>Appendix B</u>) and this Player Contract, the terms of Player Contract and <u>Appendix A</u> shall prevail if they are in Player's interest. If the aforementioned terms are to the detriment of Player, the terms and conditions of Convention, contrary to the terms of this Player Contract, shall prevail in the event of a conflict. In other words: Parties cannot, without a prior written approval of Liiga and Players' Association, agree contrary to the terms of Convention if such an agreement is to Player's detriment or impairs their rights or interests.

If Player Contract and <u>Appendix A</u> are in conflict, the terms of this Player Contract shall prevail.

#### 12.9. Costs

Each Party shall bear their costs of preparing for this Player Contract.

#### 13. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Player Contract shall be settled according to Finnish law.

Disputes arising from this Player Contract and related to it in one way or another shall be settled definitively in arbitration according to the law on arbitration. The arbitration board shall be composed of one arbitrator.

District Court of Helsinki shall ultimately decide on the appointment of an arbitrator if Parties cannot reach an agreement on the person to be appointed as the arbitrator.

The arbitration shall take place in Helsinki.

Parties undertake to keep all documents, evidence, correspondence and other information relating to the arbitration proceedings confidential and not to disclose them to third parties (except to their own advisers and any witnesses under confidentiality agreements).

Parties undertake in every possible way to ensure that the arbitrator appointed or appointed by court to resolve the dispute is able to resolve the dispute between Parties definitively within six (6) months from when they receive the documents for the purpose of the proceedings.

Parties also undertake that, despite their disagreement or dispute, Player's right to practice their profession shall be ensured also during arbitration proceedings.

### 14. SIGNATURES

This Player Contract has been drawn up in four (4) identical copies, one (1) for each Party, one (1) for Liiga and one (1) for Players' Association.

Player's name must be clarified in print under their signature in this Player Contract.

Signed copies of this Player Contract and its <u>Appendix A</u> shall be submitted by Employer to Liiga, and by Player belonging to Players' Association to Players' Association no later than one (1) week after the signing of this Player Contract. Written amending treaties to Player Contract must be submitted to Liiga and by Player belonging to Player's Association to Player's Association within one week of signing them. If Player is not a member of Players' Association, Liiga shall submit Player Contract (incl. <u>Appendix A</u>) signed by them to Players' Association if Player consents to it in writing. Employer is obliged to notify Liiga and Liiga is obliged to notify Players' Association if Player refuses to give such consent.

Player Contracts shall be delivered to Players' Association using a secure system.

[Signatures on the next page]

PLACE:	
DATE:	
SIGNATURE:	
PLAYER AND THEIR NAME IN PRINT:	
PLAYER AND THEIR NAME IN PRINT:	
PLACE:	
DATE:	
SIGNATURE:	
EMPLOYER on behalf of	Оу
NAME:	
TITLE:	

## **APPENDICES**

**APPENDIX A** Player Fee document (CONFIDENTIAL)

APPENDIX B Collective agreement between Jääkiekon SM-liiga Oy and Suomen Jääkiekkoilijat ry (excl. confidential Appendix 4)

APPENDIX C Jääkiekon SM-Liiga Oy's disciplinary regulations including Suomen Jääkiekkoliitto ry (FIHA) and IIF's sports and disciplinary regulations and Finnish anti-doping regulations (valid since the 1st of January 2021)

## **APPENDIX A Player Fee (CONFIDENTIAL)**

As part of Player Contract concluded by Parties, they undertake in this <u>Appendix A</u> to agree in more detail on the salary to be paid to Player during Player Contract and other financial terms.

The content of Player Fee agreement has been achieved in consensus reached by Parties through negotiations. <u>Appendix A</u> concerning Player's fee thus agreed is a part of Player Contract and cannot be concluded without entering into Player Contract.

At a minimum, this <u>Appendix A</u> shall state the total salary in euros to be paid to Player per season, the monthly salary instalments in euros, any bonuses and other rewards in euros, and any housing or other benefits that Employer may pay/reimburse to Player.

In addition, Parties undertake to include the following sections 1–2 in Player Fee as Appendix A to Player Contract:

#### 1. SALARY INSTALMENTS AND LEAVE/VACATION PAY AND ALLOWANCE

Regarding Player's salary instalments, Parties also agree on the following practice.

In order to fulfil the obligation to pay compensation for leave/vacation, Employer shall pay this compensation to Player in advance so that 10% of the total salary paid each month is allocated as leave/vacation pay (or salary). Leave/vacation pay's share of the salary shall be separated in the salary statement, and no part of Player's salary shall be set aside to be paid as leave/vacation allowance when employment ends.

Parties can agree below to divide the salary over a period shorter than twelve (12) months if the Player Contract they enter into lasts for one (1) game season and starts before the 1st of June.
Parties may, in writing below, agree on Player's summer-month leaves (i.e. entirely independent summer training) other than those agreed in Player Contract, and if they so wish, to transfer the salary payment for these months to the period between the 1st of August and the 30th of April in the manner agreed by Employer and Player.

Player and Club may below in writing agree to reduce the amount of Player's monthly salary uring the training period but always in such a way that Player's total salary is paid in full uring the season.

### 2. SIGNATURES

This <u>Appendix A</u> has been drawn up in four (4) identical copies, one (1) for each Party, one (1) for Liiga and one (1) for Players' Association.

To clarify: this <u>Appendix A</u> is subject to the terms and conditions of Player Contract regarding e.g. provisions in section 12 (*Other terms and conditions*) and in section 13 (*Applicable law and dispute resolution*).

Player's name must be clarified in print under their signature in this Appendix A.

Signed copies of this <u>Appendix A</u> shall be submitted to Liiga and Players' Association no later than one (1) week after signing this <u>Appendix A</u>. Written amendments to this <u>Appendix A</u> approved by both Parties must be submitted to Liiga and Player's Association within one (1) week of signing them.

[Signatures on the next page]

PLACE:	
DATE:	
SIGNATURE:	
PLAYER AND THEIR NAME IN PRINT:	
PLACE:	
DATE:	
SIGNATURE:	
EMPLOYER on behalf of	Oy
NAME:	
TITLE:	