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COLLECTIVE AGREEMENT
BETWEEN
JÄÄKIEKON SM-LIIGA OY
AND
SUOMEN
JÄÄKIEKKOILIJAT RY
ON THE OPERATIONS OF
FINNISH ICE HOCKEY
LEAGUE "SM-LIIGA" (INCL.
CHL SERIES) AND ITS
MEMBER CLUBS

1.PARTIES

This convention agreement (below "Convention") was signed (on the 6th of May 2024) between the following parties:

- A. JÄÄKIEKON SM-LIIGA OY, business/VAT ID FI02181941, address Konepajankuja 1, 00510 Helsinki, Finland, (excerpt from the Finnish trade register in <u>Appendix 2</u>, below "Liiga"); and
- **B. SUOMEN JÄÄKIEKKOILIJAT RY**, (The Finnish Ice Hockey Players' Association) business/VAT ID FI05909678, address Itäkatu 1-5, 00930 Helsinki, Finland, (excerpt from the Finnish trade register in <u>Appendix 3</u>, below "**Players' Association**").

In this Convention Liiga and Players' Association are hereinafter referred to jointly as the "Parties" and separately as "Party".

2.THE BACKGROUND AND PURPOSE OF THIS CONVENTION

Liiga organizes and governs the highest level i.e. the main league of competitive ice hockey in Finland (below "SM-liiga") and is currently a partner in the CHL organization but does not organize the CHL series. Liiga's services and merchandise are sold and promoted in both Finland and abroad by Liiga itself and by third parties. Liiga is a limited company (Oy), the partners/shareholders of which at the time of signing this Convention are the fifteen (15) league clubs listed in Appendix 5 of this Convention which also operate as a community and are referred to below jointly as "Employers" or "Liiga Clubs" or separately as "Employer" or "Liiga Club".

Liiga affirms and ensures by e.g. player contracts that Liiga Clubs are and will be committed to complying with this Convention and in this respect the conditions concerning them in one way or another.

In addition to the above mentioned 15 Liiga Clubs, a 16th club is joining Liiga for the 2024–2025 season, and despite not being a Liiga partner at the time of signing this Convention, this club is obliged to commit to and comply with all the terms of this Convention in the same way as other Liiga Clubs.

Players' Association is the interest/lobby organization of the professional ice hockey players who play and/or participate in the events organized by Liiga among others. The objective of Players' Association is mainly to advance and supervise the Players' status as employees by managing their collective interest and, among other things, improving insurance and social security as well as educational opportunities outside hockey. To clarify: in this Convention "Players" refer to both the players who are members of Players' Association and the players who are not members of Players' Association. All Players agree to abide by the terms and conditions stated in this Convention that apply to them via Player Contract.

The purpose of this Convention is to collectively agree between Players' Association, which represents Players, and Liiga, which represents Liiga Clubs, on their mutual rights and obligations, on certain terms and conditions that concern employment between Liiga Clubs and Players more generally and the operations of SM-liiga.

The Players and Liiga Clubs that play professionally in SM-liiga also commit to the terms of this Convention that specifically apply to them by signing an employment i.e. Player Contract that complies with the

contract template approved by Liiga and Players' Association. The Player Contract template approved by the Parties and the accompanying Player Fee document are appended to this Convention (Appendix 1).

Liiga and Players' Association agree that playing in SM-liiga and CHL series requires having signed a valid employment i.e. Player Contract between Liiga Club and Player that complies with the Player Contract template (<u>Appendix 1</u>).

By letting a Player play, who does not have a signed employment contract, or by using an employment contract other than the one created to comply with the Player Contract template (<u>Appendix 1</u>) approved by Players' Association and Liiga, the Liiga Club in question essentially violates the terms of this Convention, and Liiga is jointly responsible for such breach of contract with the Liiga Club in question if the Parties do not otherwise agree in writing.

In addition to what is agreed in this Convention, the Parties undertake to negotiate a joint marketing agreement based on 50/50 revenue sharing that applies to new joint sales and marketing agreements concluded with third parties after this Convention and outside the respective partnership compensation paid to Players' Association (Appendix 4) which expressly utilize Players' images or other identifying information and the industrial property rights of Liiga or Liiga Clubs.

3 TERMS AND CONDITIONS

3.1 Player Contract

The Parties shall negotiate a Player Contract template to be used between Employers and Players and any necessary changes that may be necessary during the contract period. By signing this Convention, the Parties approve the Player Contract template that is Appendix 1.

Changing this Player Contract template or deviating from it by undermining Player's interests is only possible if the Parties agree to such a change or such changes are agreed upon in writing in advance.

In the event of a conflict between this Convention and the Player Contract between Liiga Club and Player, the terms of the Player Contract and Player Fee (salary) appendix shall prevail if they are in the Player's interest. If the said terms are to the detriment of the Player, the terms and conditions of this Convention shall prevail in the event of a conflict.

3.2. Working Time Act not applied

In view of the nature of Players' work and the structure of their remuneration, employment between Employers and Players is not subject to the provisions that concern overtime or Sunday work or weekly free time in the Working Time Act.

However, Players must have at least one (1) day off each working week (seven (7) calendar days).

As a general rule, an attempt is made to arrange a day off for each working week, but if the series programme so requires or for other particularly pressing reason, days off may have to be arranged differently. However, it is an absolute prerequisite that Players' days off are taken one day off per working week each month.

3.3. Training

programme Liiga Club's coaching staff must provide Players with a training programme for the first six weeks of the upcoming season before joint training starts. After this during the game season, the Liiga Club coaching staff must provide a training programme for at least the next two (2) weeks one (1) week before the end of the previous training programme. Liiga Club's coaching staff must also prepare a comprehensive training calendar for the game season on which the more detailed two-week training programmes are based and inform Players of it, in two or three (2–3) phases if necessary.

The training programmes given to Players can only be deviated from for a very compelling reason and by negotiating in advance and case by case with the team captains and by notifying all Players and Players' Association in writing of deviations, if any, after the negotiations before they take effect.

3.3.1 Players' Association's Club rounds

Liiga Club and its coaching staff commit to organizing at the time (Monday–Thursday, August–September) of a pre-arranged Club round meeting together with Players of Players' Association the team's training in such a way that it ends on that day no later than at 13.00, after which all Players on the team are immediately available to Players' Association.

3.4. Pension and accident insurance

3.4.1. Insurance policy conditions

Players' insurance obligation is stipulated by an act on accident and pension security for athletes (276/2009, below "UTE").

Liiga negotiates the terms and conditions of the insurance coverage according to the act with the insurance company of its choice, keeping Players' Association informed of the progress of the negotiations or the tendering of insurances.

Liiga always provides Players' Association the conditions negotiated for an insurance contract.

3.4.2. Taking out insurance and Liiga Clubs' other obligations regarding insurances

Under UTE's obligation to insure, Employer takes out insurance for all Players in SM-liiga with whom it has concluded an employment contract i.e. Player Contract that complies with the Player Contract template.

Employer shall take out accident insurance also for Players under a tryout contract. The try-out contracts must match the Player Contract template and include an opportunity for Player to have benefits in accordance with UTE. The insurance contract shall include 2–3 salary levels, based on which Players' accident pension, if any, is to be determined. Player's try-out contract shall specify their level of coverage during the try-out period.

Employer is obliged to take out accident insurance also for a Player who during the season does not earn above the Lower Earnings Limit of the insurance obligation set by law. Compensations to such a Player are tied to the Lower Earnings Limit set in UTE (in 2024, the limit is EUR 13,180.00).

The Player-specific insurance coverage of the insurance taken out by Liiga Club (under insurance contract) also covers each Player's temporary loss of earnings arising from the 1st of May after the season, from the time when the Player has not received sick pay from their Liiga Club. Compensation calculation for the loss of earnings (85% of the salary during the injury period) is based (in 2024) on a maximum salary amount of EUR 137,330.00. This sum is adjusted every calendar year with the salary coefficient referred to in section 96 of the Employees Pensions Act (395/2006).

Each Liiga Club shall take out mandatory accident insurance for Player as set in UTE as well as medical expense insurance as agreed with their insurance company.

Employer is responsible, through the insurance they have taken out, for Players to be fully compensated during the validity of their Player Contracts, in accordance with section 2 of UTE, for all their accidents (including all resulting medical, 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 their itinerary;
- 5) when Player representing a club or community referred to in section 1 at a representative event or 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.

Liiga Club 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, Liiga Club shall immediately inform Player thereof and Player and Liiga Club 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 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 their 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 Liiga Club. 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 Convention, or they do not become reimbursable at all from the medical expense insurance by the decision of the insurance company, the obligation of Liiga Club 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 Liiga Club ends when Player's 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.

Moreover, treatment costs for individual accidents and illnesses can be paid for by the player security fund established by Liiga and Players' Association, the funds of which are used to support and help injured and sick players and for other preventive operations that advance player safety.

² 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, the club and Player 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 Liiga Club and Player shall jointly investigate the insurance company's medical basis for their interpretation if Player so requests.

3.4.3 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 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 this Convention.

3.4.4. Supervision of insurance obligation

Liiga ensures that Liiga Clubs comply with their insurance obligation in accordance with UTE.

Liiga is entitled to obtain insurance coverage information from Employers. Insurance terms and conditions are adjusted so that Liiga shall receive information about delays in insurance premiums, if any, as quickly as possible.

Liiga shall immediately inform Player's Association of failure to pay

insurance premiums or the threat of such default by Employer after receiving information thereof. If Liiga Club neglects its insurance premiums or otherwise violates its insurance obligation, the Parties shall negotiate the necessary measures to ensure the validity of Players' insurance.

Liiga ensures that the instalments are inspected Club by Club in connection with Liiga's licence call and otherwise a total of three (3) times per season.

3.5 Arrangements concerning Players' training leaves and holidays

3.5.1 Training leave

After the last official regular season, playoffs or national team event, Employer must allow Players continuous training leave of at least 24 weekdays (Monday–Saturday) i.e. four weeks.

For the Players who have not reached the age of 24 by the end of the game season that year or who have not played at least 240 games in Liiga (or similar series), training leave can be divided into 3+1 weeks.

In any case training leave shall start immediately after the last official game of the season and the leave must be taken before the beginning of the "independent period".

A new Player joining the team agrees with their new Employer on training schedules; however, so that a training leave (at least 24 weekdays, see above) can be taken.

Employer must give Players training leave also on the days of the calendar week that falls short and during which Player plays their last official game.

The abovementioned training leave shall be taken during each game season. Parties make known that training leave is not considered vacation/holiday for Players.

Regardless of training leave starting, the Players of the Liiga Club having won the SM-liiga championship are available without separate salary or similar compensation to two (2) events of their Liiga Club's partners within five (5) days after the Club's last game. In addition, both Parties strive to ensure that the Players to be awarded participate in the final gala of the SM-liiga season where they are to be awarded among other things.

Employer shall organize the team's training after training leave in such a way that training and other joint team events specified by the Employer are organized on weekdays (Monday to Friday) until two (2) weeks before the start of the season (the first SM-liiga regular season game). This restriction does not apply to games played during joint training before the start of the Liiga season nor an event important for promotion mentioned in 3.5.4, the number of which is limited in more detail below.

3.5.2. Annual leave arrangements

Employer must give all Players in the training team of the Liiga Club in question a continuous annual leave of at least 36 weekdays i.e. six weeks, taking into account the starting dates (agreed below) of the joint training for the upcoming game season.

For the Players who have not reached the age of 24 by the end of the year when the upcoming season starts, or who have not played at least 240 games in Liiga (or similar series), the length of annual leave is at least 24 weekdays i.e. four weeks.

A new Player joining Employer's team is entitled to take the leave for the duration and at the time when leave is given to other Players on the team on the basis mentioned above.

During the leave Player shall train independently according to the programmes jointly planned by the team's coaching staff and Player, taking into account sufficient rest, too.

Liiga Clubs are obliged to instruct their Players about high-quality training during independent period in accordance with Player's personal needs.

If training falls on Independence Day, training must be held by 12.00 o'clock. No SM-liiga games shall be played on Independence Day but travel is allowed if necessary. CHL games can be played on Independence Day if necessary.

During their independent training period, Players have the right to use the training locations and related facilities assigned by Employer free of charge.

3.5.3. Annual leave dates

Players shall take their annual leave continuously at a time specified by Employer during the summer months (June, July and August) before the start of joint training.

Liiga Clubs must inform Players of the dates of their annual leave as early as possible, one (1) month before the leave begins at the latest. Liiga Club may deviate from this time limit if Player Contract is signed with Player less than one month after the annual leave starts, provided that the start date of the annual leave is given to Player before signing Player Contract.

3.5.4. Start of joint training

Liiga and Liiga Clubs commit to starting joint training no sooner than six (6) weeks before the beginning of the new game season (i.e. the first official regular SM-liiga game).

Joint training starting six weeks before the start of the new season means there is no "independent week". However, Liiga Club has the right, if individual Players so wish, to organize ice training for them (without coaching, parallel practice, meetings, tests or internal interviews between Player and coach) seven (7) weeks before the start of the new season. This voluntary arrangement shall not be used to avoid the abovementioned main obligation to organize joint training.

After Liiga Clubs' joint training has begun, Liiga Clubs can organize practice games during the first four (4) weeks on no more than two (2) weekends.

During the joint training period, Employer can assign Player to no more than two (2) weekend promotion events important to Employer's audience or partners; one (1) of these can take place before annual leave and the other after annual leave. The day required for such an event shall be compensated to Player during the game season as extra training leave or day off.

3.5.5. Christmas and New Year

Parties agree that in season 2024–2025, Liiga Clubs play their last SM-liiga, CHL or other game before Christmas no later than on the 21st of December. Parties also agree that during Christmas (between the 22nd and 25th December) Liiga Clubs do not train, travel or play other games. On Boxing Day (the 26th of December), training and travelling can start no earlier than at 8.00 in the morning.

SM-liiga or CHL games can be played on New Year's Eve (the 31st of December), providing that they start no earlier than at 14.00 and no later than 16.00. If games are played on New Year's Eve, Parties agree that the Liiga Clubs playing on the Eve do not train, travel or play games on New Year's Day or the following day (between the 1st and 2nd of January). If no games are played on New Year's Eve, Parties agree that Liiga Clubs do not train or travel on that day (the 31st of December) or on New Year's Day (the 1st of January).

A team participating in Spengler Cup can travel on Boxing Day and return to Finland no later than the 1st of January. The Club participating in Spengler Cup shall commit to giving Players two (2) full days off immediately after returning home.

To clarify, CHL is an independent organization and Liiga is not entitled to alone decide game dates or times. However, Liiga commits to striving at CHL games not being played on the dates mentioned above.

3.5.6. Leave/vacation pay and compensation and salary instalments

Parties agree on the following policy concerning salary installments of leave/vacation pay to be paid to Players, which is also included in the Player Contract template (<u>Appendix 1</u>) and which all Employers shall undertake to follow.

In principle, Player receives leave/vacation pay when they are on vacation in accordance with section 3.5 of this Convention. The salary documented in each Player's Player Contract always represents the total salary including all leave/vacation pay.

In order to fulfil the aforementioned 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 detailed in the salary tatement, and no part of Player's salary shall be set aside to be paid for leave/vacation when employment ends.

3.5.7 Games to be played before the SM-liiga season

Employer shall not make Player play in more than eight (8) games before the season that is about to start (the start of the SM-liiga regular series). CHL series games, if any, shall be taken into account in the total number of games. The games played during one day in tournaments are counted as one game if not of full length (60 minutes of effective playing time). For this purpose, "tournament games" of up to two rounds (40 minutes of effective playing time) are counted as half a game. 3 vs. 3 games played during one day are considered one game. All longer than abovementioned or other kind of games are considered one game.

However, before the start of the regular series, Employer can make those Players play who have either not reached the age of 24 by the end of the season's starting year or who have not played at least 150 games in Liiga (or similar series), in no more than ten (10) training games.

3.6. Healthcare

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

Employer shall organize, at their expense, a health check for their Players in accordance with the common criteria. The content of these health checks 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). Liiga Clubs commit to complying with this separate guideline regarding their Players' health checks. Parties are obliged to pay the fees, if any, of their chosen doctors for the preparation of the abovementioned guideline.

Employer shall also arrange for their Players regular muscle recovery treatment and, if necessary, on the order of the team's doctor, opportunities for physical therapy.

Before signing Player Contract, Player is obliged to attend a health inspection where a doctor appointed by Employer examines and checks their physical condition and ability to play. In all cases Employer is responsible for the costs of such health inspection.

4. GAME SEASON'S START AND DURATION

Parties shall agree upon the date and time to start 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 season 2023–2024 (from the 1st of May to the 30th of April) or if the number of games is increased or decreased. Accordingly, the start and duration of the game season must be agreed upon between Parties if the season starts after the 1st of May and the SM-liiga regular series before the second whole week of September of after it and if the season ends after the 30th of April.

The Liiga Clubs that continue SM-liiga (including playoffs) in May shall ensure that their Players' insurance covers the months in question, pay all Players their salaries according to their valid Player Contracts until the last game, and pay for all other benefits and entitlements included in Player Contracts in May, too. In other words in May, Players' employment shall either comply with the terms of their ongoing Player Contract (including payroll) or the terms of their otherwise expiring Player Contract, in which case they shall be paid respectively the same salary as they were paid earlier in the season. Regarding season ending after the 30th of April, Liiga Club shall negotiate the abovementioned salary payments and conditions separately with the Players who are not members of Players' Association.

However, if Player has entered into a new Player Contract for the next season with another Liiga Club, this new Liiga Club shall pay them after the 30th of April the salary that they have agreed upon in the Player Contract for the next season starting from the 1st of May. This "new" Liiga Club is obliged to insure, unless the previous Employer Club is, the Player in compliance with their contract starting from the 1st of May. Liiga Club that keeps playing the season's games in May shall therefore not pay any of the abovementioned additional salaries to Player if their salary is paid from the 1st of May onwards by the new Liiga Club with which they have signed a Player Contract for the next season.

After the game season the SM-liiga game season can exceptionally continue after the 30th of April, provided that after this date the Liiga Clubs (that continue on playoffs) pay their Players seasonal salaries also for the days when the games continue after the 30th of April if these Players do not have Player Contracts extending to the next season with the same Liiga Club or a new Player Contract with another Liiga Club on the basis of which they shall be paid for the days in question. Players who have signed a Player Contract with such Liiga Club shall not receive double salary. The Liiga Club of the Player continuing their game season is also responsible for insurance validity in compliance with this Convention during this time.

5. USE OF PLAYERS' IMAGES AND IDENTIFYING INFORMATION

5.1 Liiga's limited interest in the use of Players' images and identifying information

Players' Association grants to Liiga, subject to the following conditions and for a fee, a limited right to use Players' images (including moving pictures and other similar visual recordings) and identifying information in the sales and promotion of Liiga and its events, either alone or in conjunction with the third parties submitted to Players' Association, in any form of printed or electronic communication.

The use, scope and coverage of this limited interest has been agreed upon in more detail between Parties in <u>Appendix 4</u> of this Convention.

5.2 Liiga's limited interest in compensations paid to Players' Association and wider joint marketing

The limited right granted to Liiga in the preceding paragraph is conditional *sine qua non* on Liiga paying Players' Association during this Convention's one (1) year period the compensations agreed upon in more detail in the confidential Appendix 4 to this Convention.

5.3. Duration and scope of limited interest

The limited right for Liiga to use the images and identifyig information of Players granted in section 5.2 of this Convention shall terminate without separate notice upon termination of this Convention or upon Liiga's unjustified failure to pay the agreed cooperation fees and when Liiga has not corrected its error within two (2) weeks of a respective notice sent by Players' Association.

In both situations Liiga and its partners must immediately stop commercial use of Players' images and identifying information if Players' Association does not consent in advance and in writing to continue such use. In the abovementioned situations Liiga Clubs shall not continue such commercial use alone or together with Liiga partners either.

For the sake of order, Parties state that Liiga shall always need Players' Association to approve their use of Players' images and identifying information. The entries in Player Contract concerning the use of

Players' images do not apply to anything other than Liiga Clubs' own promotion of game events or any of their own merchandise and partnership contracts, and they do not give Liiga Clubs the right to use Players' images and identifying information in the way Liiga now does in accordance with this Convention in any form of communication.

The limited right granted to Liiga to use Players' images and identifying information is always tied to the duration of Player Contract signed with Liiga Club. After the expiry of Player Contract, Player's images and identifying information may no longer be used for any commercial purpose without an express written permission by Players' Association.

However, wider use of Players' old images and statistical history by Liiga or Liiga Clubs is allowed also after Player Contracts have expired. This means that images or identifying information of a certain Player previously used in promotion by Liiga, Liiga Club or their partners are allowed to remain in use and to be highlighted occasionally to produce nostalgia. Player's old images and statistical history do not therefore need to be deleted but their commercial re-use (e.g. in a new partner's advertisement or in some other way for which Liiga/Liiga Club is paid) is not allowed if Player's Player Contract has expired, without the said permission.

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 Liiga (or Liiga Club) is not allowed to use the abovementioned information.

Players who are not members of Players' Association undertake in their Player Contract in accordance with the Player Contract template (Appendix 1) to comply with the terms of this Convention for the duration of their Player Contract and this Convention.

5.4. Liiga Clubs and Players' Association's rights

In Player Contracts, Liiga Clubs are granted the right to use Players' images (taken wearing Liiga Club's attire) and other similar identifiers in their own and their partners' promotion and their event promotion in any form of printed or electronic communication. Liiga Club can thereby use its Players' images and identifying information in promoting its own brand, events and other operations.

If Liiga Club in its operations or with its partners wants to use the images and identifying information of Players, who have signed Player Contract with them, more widely, e.g. to promote other Liiga Clubs or SM-liiga events other than regarding their own games or other business, Liiga Club must agree in writing on such use and the compensation to be paid for it with Players' Association and the involved Player(s) before engaging in the said use. This provision does not concern information sessions or galas organized by Liiga nor training or equivalent tournaments or CHL games organized by Liiga Clubs nor other similar events outside SM-liiga operations.

During the term of this Convention or after its termination Liiga Clubs do not have the same (or any other) right under the provision in Player Contracts to use images or identifying information of Players as Liiga is allowed do under the terms of this Convention, unless Liiga Club and Players' Association expressly in advance and in writing agree otherwise. This means that if Liiga Clubs want such limited interest from Liiga, they must negotiate and agree on the matter in advance with

Players' Association.

Player's rights and obligations regarding local advertising, promotion and partnership deals shall be agreed upon in Player Contract (see Player Contract template <u>Appendix 1</u>, section 8.3). Players' participation in Liiga and Players' Association's advertising, promotion and partnership activities shall be agreed upon in more detail in a joint marketing contract between the Parties.

Under Liiga Clubs' Player Contracts, Players' Association has the right to organize commercial events and advertising and other campaigns using Players' images and identifying information in any printed or electronic form of communication, and Players can attend and appear in them provided that:

- (i) the event or campaign does not conflict with the most important (at most eight (8)) advertising, sponsorship or partnership contracts communicated by Liiga to Players' Association in writing per season (1st of May) unless the conflict can be considered minor;
- (ii) such events and campaigns take place in Player's free time and not in any way interfere with attendance in their team's games, training or other events ordered by Employer;
- (iii) the event or campaign shall be acceptable as sports.

If Liiga after signing this Convention enters into a new important partnership contract, Liiga must communicate this immediately in writing to Players' Association and add the new contract to the list of eight (8) contracts mentioned above. After this addition Players' Association shall be bound by the abovementioned contract. If Players' Association before this addition has entered into a partnership contract that conflicts with Liiga's partnership contract, Liiga cannot intervene with it, and the said Players' Association's contract is not contrary to the abovementioned contract clause.

Player is not allowed to appear in the events or campaigns in question in their Employer team's attire nor make use of any Employer or Liiga's industrial property rights unless Employer or Liiga has given separate permission in writing to attend each individual event or campaign.

In particular: Players or Players' Association shall not use Liiga or Liiga Clubs' trademarks, logos or names in any political or similar demonstrations.

In addition, Liiga Clubs shall not use Players' images in any political or similar demonstrations without a written consent given by each Player in advance.

For the sake of order the Parties state that Players' Association's right to organize campaigns or enter into partnership contracts without using Players' images or idenifying information is not limited in any way by this Convention.

6. ALL-STAR GAME

Liiga and Players' Association mutually agree that either or both of them together shall organize an All-Star or other equivalent game.

The organizing Party undertakes to pay thirty percent (30%) of the net income of such a game to the other Party if the Parties do not agree

otherwise in writing in advance.

7. AGENCYING

Parties shall develop and supervise the agents that handle Players' affairs, in particular through an Agent Activity Assesment Board.

8. PLAYER CONTRACT OFFER AND RESPECTIVE NEGOTIATIONS

When making an offer to Player's agent, Liiga Club 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".

When employed by Liiga Clubs, Players are always entitled to have a Players' Association representative present in the negotiations between them and Liiga Club concerning their employment, whether they are members of Players' Association or not. This means that in change negotiations initiated by Liiga Club, the Players of that Liiga Club can demand and Liiga Club must accept that a representative of Players' Association attends the negotiations in question.

9. OFFICIATING/REFEREEING

Parties strive to develop Liiga's officiating/refereeing together.

10. EXPLANATION OF COLLECTIVE BARGAINING EFFECTS

Parties undertake, during the period covered by this Convention, to explore in depth the possibility of transitioning to a universal collective agreement system and its implications for their respective operations. It is agreed that this exploration shall be initiated in a joint meeting no later than October 2024. That meeting shall, *inter alia*, decide on a more specific schedule for the exploration.

11. EDUCATION/TRAINING & LIIGA LICENCE

Parties shall jointly develop and undertake measures to advance Players' professional/vocational education/training during and after their hockey careers.

Liiga and its member communities support Players' Association in creating academic opportunities for Players and in involving their studies in the game and training programmes of Liiga Clubs.

Liiga communicates per game season, on the 15th of June at the latest, to Players' Association whether each Liiga Club's Liiga licence has been approved. If not all Liiga Club licences have been approved, Liiga shall at this point provide Players' Association with information about which Liiga Clubs are in question and, in general terms, the reasons why they were not granted a licence.

12. SPORTS, GAME AND DISCIPLINARY REGULATIONS AND AMENDMENTS TO THEM

Parties shall together negotiate every game season the sports, game and disciplinary rules used in SM-liiga. The final decision-making power on SM-liiga sports and game rules rests with Liiga after consulting Players' Association and taking its views reasonably into account.

Disciplinary regulations shall always be decided jointly by Parties in respect of matters affecting the performance of Players (e.g. penalties, suspensions, their determination and consequences).

During game seasons, Parties shall assess the need for changes in SM-liiga's discipline and bring the amendments to be addressed all together (organization of a joint discipline development forum/hearing various stakeholders/need for changes and development of discipline). Based on this assessment, Parties can also change the said regulations in the middle of the game season by their joint decision.

Players' Association shall appoint two (2) representatives to the disciplinary body of SM-liiga.

13. VALIDITY OF THIS CONVENTION

This Convention is temporary and valid for a total of one game season 2024–2025.

This Convention shall enter into force upon signature by the competent representatives of both Parties.

This Convention expires on the 30th of April 2025 or at the end of the game season 2024–2025 (after the last playoff i.e. final game of SM-liiga) if the end is later than the 30th of April 2025.

Parties undertake to start negotiations regarding the convention following this Convention no later than in May 2024.

14. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

This Convention shall be settled according to Finnish law.

Disputes arising from this Convention 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 advisors 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 nine (9) months from when they receive the documents for the purpose of the proceedings.

15. OTHER TERMS AND CONDITIONS

15.1. General obligation

Both Parties undertake, through their managers, agents or representatives, to act in a manner that is required to comply with this Convention and to serve its purpose.

15.2. Notifications

Notifications, notices and other communications under and in connection with this Convention may be delivered to other Party in person, by email to the email address provided by other Party or by registered mail to the address provided by other Party. The email addresses of the persons in charge of both Parties at the time of signing

this Convention are known, and the addresses of Parties are indicated in section 1 of this Convention. If one Party has reason to suspect that a notification has not come to the attention of the receiving Party, the former Party must use reasonable means to ensure receipt of their notification.

When a notification is delivered personally, its service is deemed to have taken place when it has been handed to the recipient. When sending a 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 has been mailed.

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

15.3. Confidentiality

Both Parties undertake to not disclose the confidential information of other Party obtained in connection with the negotiations for <u>Appendix 4</u> of this Convention and for this Convention during the validity of this Convention.

In addition to <u>Appendix 4</u>, confidential information refers to correspondence regarding the negotiations for this Convention and information shared in connection with them.

Despite the confidentiality obligation agreed upon here, Parties have the right to share confidential information with their own managers, players and advisors, provided that these persons are required to keep this information confidential.

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

- (i) information that is publicly available or otherwise considered public information;
- (ii) information that 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 other Party; and
- (iv) information that Party has independently coined without using confidential information received from other Party.

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

Parties underline that this Convention, its other <u>appendices 1, 2, 3 and 5</u>, and the information contained therein are not confidential or to be kept non-disclosed and are not covered by this obligation of confidentiality.

This Convention (excluding <u>appendices 2, 3 and 5</u>) and its <u>Appendix 1</u> (Player Contract template) are shared publicly on the website of Players' Association.

15.4. Costs

Each Party shall bear their costs of preparing for this Convention.

15.5. Amendment and transfer of this Convention

This Convention can only be amended in writing with the prior consent of both Parties.

This Convention or the rights and obligations arising therefrom may not be transferred without the consent of other Party.

15.6. Entire Convention

This Convention constitutes the entire Convention and understanding between Parties in relation to the matters set out herein, taking into account that (i) outside this Convention, the most important terms and conditions of employment between Players and Liiga Clubs shall be agreed in more detail in Player Contracts, and (ii) Parties shall negotiate and seek to conclude new partnership contracts that use the images and identifying information of Players in accordance with the terms of the agreed joint marketing contract.

15.7. This Convention's copies and signatures

This Convention has been produced in two (2) identical and equivalent copies, one for each Party.

[Signatures on the next page]

Helsinki,	[date] 2024
On behalf of JÄÄKIEKO	N SM-LIIGA OY
On behalf of SUOMEN J	— ÄÄKIEKKOILIJAT RY

APPENDI CES

APPENDIX 1 Player Contract template approved by Players' Association and Liiga