

**EMPLOYMENT CONTRACT FOR THE SERVICES OF PROFESSIONAL FOOTBALL PLAYER**

**ARTICLE 1- PARTIES**

1. **Club:** Fenerbahçe Futbol A.Ş.

Official Address: Ülker Stadyumu, Fenerbahçe Şükrü Saracoğlu Spor Kompleksi, Kızıltoprak, 34725 Kadıköy, İstanbul - Türkiye

1. **Player:** {player\_name}

Nationality: {player\_nationality} Passport Number: {player\_passport\_no}

Official Address: {player\_address}

**ARTICLE 2- DEFINITIONS**

1. Fenerbahçe Futbol A.Ş. will be referred to as the “Club”
2. {PLAYER\_NAME} will be referred to as the “Player”
3. The Player and the Club together referred collectively to as the “Parties”
4. Turkish Football Federation will be referred to as the “TFF”
5. This present employment contract will be referred to as the "Contract";
6. Fenerbahçe Futbol A.Ş. Professional Football A Team will be referred to as the "Football Team" and;
7. The President and the Board Members of Fenerbahçe Futbol A.Ş., Sportive Director, Agents, Managers, Assistant Managers, Head Coaches, Coaches, Assistant Coaches, Trainers of the Club and any person in any level who acts for or on behalf of the Club in that person's proper authorized capacity is an "Authorized Person"; and
8. Fenerbahçe Futbol A.Ş. Disciplinary Regulations referred to as the "Club Disciplinary Regulations" all other regulations, directives and legislation of Fenerbahçe Futbol A.$. are known as the "Regulations of the Club".

Other definitions and abbreviations are indicated in the context of the Contract where appropriate below.

**ARTICLE 3- SUBJECT OF THE CONTRACT**

The Parties agree to enter into this employment contract for a period of { Number\_of\_seasons}(in writing) seasons (the remaining part of [first season 202X/2X] and [second season], [third season] football seasons). This Contract contains the principles and defines the legal relationship between the Player and Club.

The Parties unconditionally and irrevocably promise and undertake that besides this Contract, the Parties shall sign and issue all mandatory documents including standard contract of TFF in accordance with the regulations of FIFA, UEFA and TFF.

**ARTICLE 4- TERM OF THE CONTRACT**

This Contract is signed on {signature\_date} and will expire on {end\_date\_of\_contract}or alternatively any later date on which the Club has an official match to be played during that respective football season, to be effective for the remaining part of the {Number\_of\_seasons} football seasons.

The duration of the football season means the season, the commencement and expiry dates of which are already determined/to be determined by the TFF according to the Statues of the Leagues, UEFA and FIFA. The wider definition of and term of what constitutes an official match shall prevail, and includes all cup matches as well.

**ARTICLE 5- OBLIGATIONS OF THE PLAYER**

**a)** The Player agrees to perform at the highest level and to present himself with respect to his physical and mental health requirements necessary for the success of the professional football A team of the Club, without limitation for local and international competitions. The main obligations of the Player are to be ready for the attendance of the matches in al the football organizations that the Club's professional football A team participates with the highest level of physics and mental health requirements and to play in the highest level of physics and mental health requirements when required. According to this Agreement, the Player has an obligation to preserve his scientifically measured biological indexes such as his body/fat scale and fat to muscle ratio.

**b)** The Player is obliged to abide by the written and/or oral orders and/or instructions of an Authorized Person and to attend training sessions, training camps and events organized by the Club to be determined by the Club and/or any Authorized Person (including place, duration and date) without any alibi or reason and to perform all the requests of the Club with the maximum performance. In addition, the Player shall be ready for the attendance of or to attend any official or friendly match of professional football A team of the Club. Under all circumstances, the Player shall attend all the scheduled trainings within the period determined by the Club and/or any Authorized Person.

**c)** The Player hereby accepts, declares and undertakes that he shall strictly obey and act in accordance with all rules and instructions of the TFF, UEFA, FIFA, WADA and the Club.

**d)** The Player is required to fully take care of his health and physical fitness. Periodically and/or when required, (in case of illness, injury...etc.) the Player shall attend the medical examinations which are performed by the medical institutions/medical staff, to be determined by the Club and/or any Authorized Person and follow the medical instructions of the medical institutions/medical staff to be determined by the Club and/or any Authorized Person. Nevertheless, the Player may get special health service from a medical institution or a doctor to be determined by him to be examined only within Istanbul, at his own cost, risk and responsibility only with the prior written consent of the Club.

The Player is liable for medical examinations, operations and/or procedures performed by the medical institutions and/or medical staff assigned either by the Club or by the Player where he invokes his above- mentioned option to select medical treatment. The Player shall submit all the records regarding to diagnosis and treatment to the Club within 48 (forty eight) hours after the Player receives the related records. Should the Club have an objection against the medical examination, operation or procedures performed by the medical institutions and/or medical staff appointed by the Player, after the Club notifies the Player regarding its objection, a medical institution designated by the Parties shall be accepted as the arbitrator by the Parties. When required by the Club, the Player shall immediately be examined by the arbitrator and share its previous health records unconditionally. The diagnosis and treatment program determined by this medical institution shall be final and the Parties shall not have the right to object.

**e)** The Player is granted an annual period of leave from the Club. This annual period of leave and its conditions shall exclusively be determined by the Club provided that the Player shall be entitled to the same annual leave as the other players in the professional football A team. This annual period of leave excludes the matches and training of his national team. On days of less than 96 (ninety six) hours in a row, the Player may not travel outside of the city and country without prior approval of the Club. The consent of the Club in that frame may not be withheld unreasonably.

**f)** The Player is not entitled to take part in any of commercial activities, advertisements or introduction films, credits and titles, production or allow his visual images, name and/or nickname to be used in the promotion of any economic activity, without obtaining the prior written consent of the Club such consent not to be unreasonably withheld, delayed, refused or conditioned by the Club. The Player hereby consents that all of his image rights as the professional football player of the Club and the use of his image as the professional football player of the Club for promoting economic activity shall be wholly and exclusively exercised and held by the Club during the whole period of this contract. The Player hereby accepts the following with respect to the use of his image, without limitation, and in particular without demanding any further remuneration or compensation during the term of this Contract other than what is described in this Contract. This includes the disposition of his visual images (both in motion or still), audio recordings, any kind of image, photograph, painting, video and physical appearance, all technical and handmade drawings and all the figures, shapes, caricature, numbers, look alike and other likenesses and similarities, describing materials, name, title, short name, nickname, any kind of signs describing or depicting the Player and any type of sporting movement and/or any type of image illustrating the Player's physical and/or sporting attributes, his biography and sporting statistics as a football player, al the visual, written and/or audio materials that belong to the Player, signature, signs and al exclusive components relating to the Player and exploitation of all the mentioned matters as the widest meaning separately and/or collectively. Furthermore, the Player must agree as follows:

• The above is applicable to the Club's emblem, brand, color or other merchandise goods of the Club (including but not limited to shirt, training suits, scarves, memory stamps, money etc.) or stationery as determined by the Club,

• The Player must participate in, including but not limited, TV, radio, newspapers, magazines, periodical publishing, billboards, panel and etc. appearances, in connection with enterprises or subsidiaries owned or controlled directly or indirectly by the Club, and as to be reasonably determined exclusively by the Club having regard to the Player's playing and training commitments (such participation to be at a similar level as required of the other A team players at the Club),

• To consent to making appearances for 3rd parties, who are in connection with the Club as sponsors, advertisers or any name whatsoever as reasonably determined by the Club, to benefit the rights specified above (such appearances to be at a similar level as required of the other A team players at the Club).

• The Player is free to choose his football boots and training shoes and wear the same in training and matches and he is free to sign any sponsorship and endorsement agreement with any football boot and associated sportswear / apparel brand to wear and promote the football boots, training shoes and associated sportswear / apparel of such brand on his own terms and without any liability to make any payment to the Club. In order to avoid further misinterpretation, this provision is only limited football boots and training shoes and associated sportswear / apparel. However, the Club suggests the Player consider wearing the brand of the current kit supplier of the Club but the Player shall not be contractually obligated to wear the brand of current kit supplier of the Club.

• Except in respect of football boots, training shoes and associated sportswear / apparel (in relation to which the Player may retain 100% of any income), in the event that the Player builds up a new sponsorship relationship for his own image during this Contract, the Parties shall share the income of this sponsorship as follows;

i. 75% / 25% in favor of the Player if the sponsorship was initiated solely by the Player or his agent,

ii. 75% / 25% in favor of the Club fi the sponsorship is initiated solely by the Club

• If the Player signs such sponsorship and endorsement agreement and such sponsor is conflicting with the Club's sponsors, the Player hereby accepts, declares and undertakes that he will not use the Club's emblem, uniform or anything that can be connected to the Club when fulfilling such agreements, he will use his own image and is prohibited to make any commercial or sponsorship promotion using the club's image or himself as part of the Club. In other words, he shall use his apparel in his private life only and without conflicting with any of the Club's sponsors.

• The duration of such sponsorship may be longer than this Contract term and this may not affect the image right policy between parties provided that the Club shall stop using the image of the Player to promote any Club partners or sponsors upon the expiry of the Contract.

**g)** Should the Player suffer any kind of injury or any type of health problem whatsoever preventing his sportive abilities in part or in full to compete as a football Player for the Club, as a result of practicing any other sport or activities such as, including but not limited to; extreme sports activities such as riding a motorbike, skiing, parachuting, and jumping with or without any equipment; fighting, diving or another activity that is not football-related or driving recklessly, using alcohol and/or illegal drugs and stimulants or get wounded in a fight or attack by his fault in his private life, the Club is entitled to suspend any payments owed to the Player as specified in this Contract until the Player resumes his professional duties as a professional football player, and regains the ability to compete in matches or to attend training sessions. Moreover, the Club reserves the right to impose disciplinary sanctions. In addition, the Club has the right to terminate the Contract unilaterally with just cause, should the injury from non-football activities including as described herein but not limited to, result in the Player being unable to perform his obligations under this Contract for more than 6 (six) months.

**h)** The Player is obliged to obey any regulations of the Club, which are determined/will be determined and may be altered at any time by the Club. The Player shall be informed concerning the regulations of the Club. The Player hereby accepts that disciplinary sanctions which are determined/will be determined in the regulations of the Club, shall be imposed against him in case of any violations. However, pursuant to this clause the general total amount of al the disciplinary fines which will be imposed on the Player in one football season shall not be more than 10% (ten percent) of the Player's guaranteed salary due to be earned during the relevant football season. The Player gives his consent in advance to the Club to set off any final disciplinary fines imposed on him against his salary up to the amount set out in this clause.

**i)** Where the Player is in breach of his obligations further to the Contract and/or does an act which constitutes disciplinary violation, a sanction shall be imposed on the Player in accordance with the related provisions of the Disciplinary Regulations of the Club if such breach/violation is regulated by the Disciplinary Regulations of the Club. If not, a monetary penalty which the Board of Directors decides may be imposed on the Player. The Player hereby irrevocably accepts and declares that the Club is entitled to barter and set of this penalty against his receivables (guaranteed salary, bonuses... etc.). Pursuant to this clause the general total amount of al sanctions which will be imposed on the Player in one football season shall not be more than 10% (ten percent) of the Player's guaranteed salary due to be earned during the relevant football season. In accordance with the terms of this clause, the Player has right to object against the fines before the judicial bodies.

The Player hereby accepts all anti-doping rules and acknowledges that any breach of these rules shall result in the breach of this Contract. In case the Player is proved to be using substances in WADA Doping List or otherwise found to be in contravention of the WADA Code, if and to the extent that the related institution (TFF, UEFA, FIFA) decides upon a precaution concerning the Player, the Club shall suspend its financial obligations set out in this Contract beginning from the date of the decision upon the precaution.

**j.1)** In the event of a final decision imposing disciplinary sanctions to the Player given by the disciplinary bodies of the before-mentioned institutions, the Club shall have the right to terminate this Contract unilaterally with just cause and to impose further financial sanctions on the Player. In case the Club terminates this Contract, the Club shall have right to demand from the Player a financial sanction in the amount of the Player's guaranteed salary under this Contract from the date of the decision concerning the precaution or disciplinary sanction (whichever is taken previously) until the date of expiration of this Contract in addition to the negative and positive damages (including but not limited to signature fee, transfer fee...etc.) of the Club.

**j.2)** In case the Club does not terminate the Contract with the abovementioned reasons, the Club shall impose the monetary penalty under the Disciplinary Regulations of the Club to the Player for his abovementioned acts. The Player hereby accepts and declares that the Club is entitled to barter and set off this monetary penalty against his receivables (guaranteed salary, bonuses...etc.).

**ARTICLE 6- OBLIGATIONS OF THE CLUB**

The Club shall pay the amounts as identified below to the Player in return of his services further to this Contract. Al payments indicated in this Contract are considered as "net" payments where the obligation to pay all the applicable taxes, stamp duty shall be borne by the Club. In case the Player has to pay any tax, charge and / or any expenses under any name whatsoever to the Turkish tax authority regarding the amounts determined below, the Club shall pay to the Turkish tax authority or the Player (as may be requested by the Player) al the taxes, charges and / or expenses under any name whatsoever and the penalties (if any) which have to be paid by the Player with their interests immediately following the first written notice of the Player.

Furthermore, the Club is obliged to provide the necessary support to the Player for the preparation of the tax declaration in Turkey that must be submitted by the Player in accordance with the tax regulations taking into consideration that the Turkish income taxes of the Player pursuant to the amounts stipulated below regarding the tax declaration of the Player which shall be paid by the Club on behalf of the Player.

In addition to the below mentioned amounts and the Club is obliged to pay all the relevant taxes arising in Turkish Tax Authorities on behalf of the Player in addition to the below mentioned amounts on the relevant due dates.

Following the submission of any income tax return by the Player, relating to this Contract the Club is also responsible for the payment of al the taxes regarding the income the Player shall receive from present Contract included in the said returns. Due to these taxes, no deductions can be made from the payments due to the Player under this Contract. If the tax amounts of the income tax returns required to be given by the Player are not paid by the Club within the scope of this Contract, the Club is responsible for any tax, penalty, interest, delay interest and other responsibilities that may arise from such tax and from the payments due to the Player under this Contract.

The Club irrevocably agrees, declares and undertakes that fi the Club fails to pay any of the relevant taxes whatsoever relating to the Player on the relevant due dates in part and / or in full in Turkey, the Club shall indemnify the Player and pay all the taxes, penalties, interests and / or additional obligations under any name whatsoever in addition to the amounts determined below, immediately to the Turkish tax authority or the Player (as may be requested by the Player) following the first written request of the Player.

For the avoidance of doubt, the above mentioned obligation of the Club regarding tax matters is only limited within Turkey and cannot be interpreted otherwise.

1. **SALARY OF THE PLAYER**

**a.1.) For [First Season] Football Season:**

**Guaranteed Net Salary: {First\_season\_salary}**

The aforementioned amount must be paid to the Player by the Club on or before the following dates in ten (10) installments:

25/08/202X : XXX.000 EUR

25/09/202X : XXX.000 EUR

25/10/202X : XXX.000 EUR

25/11/202X : XXX.000 EUR

25/12/202X : XXX.000 EUR

25/01/202X : XXX.000 EUR

25/02/202X : XXX.000 EUR

25/03/202X : XXX.000 EUR

25/04/202X : XXX.000 EUR

25/05/202X : XXX.000 EUR

**a.2.) For [Second Season] Football Season:**

**Guaranteed Net Salary: {Second\_season\_salary}**

The aforementioned amount must be paid to the Player by the Club on or before the following dates in ten (10) installments:

25/08/202X : XXX.000 EUR

25/09/202X : XXX.000 EUR

25/10/202X : XXX.000 EUR

25/11/202X : XXX.000 EUR

25/12/202X : XXX.000 EUR

25/01/202X : XXX.000 EUR

25/02/202X : XXX.000 EUR

25/03/202X : XXX.000 EUR

25/04/202X : XXX.000 EUR

25/05/202X : XXX.000 EUR

**a.3.) For [Third Season] Football Season:**

**Guaranteed Net Salary: {Third\_season\_salary}**

The aforementioned amount must be paid to the Player by the Club on or before the following dates in ten (10) installments:

25/08/202X : XXX.000 EUR

25/09/202X : XXX.000 EUR

25/10/202X : XXX.000 EUR

25/11/202X : XXX.000 EUR

25/12/202X : XXX.000 EUR

25/01/202X : XXX.000 EUR

25/02/202X : XXX.000 EUR

25/03/202X : XXX.000 EUR

25/04/202X : XXX.000 EUR

25/05/202X : XXX.000 EUR

1. **ATTENDANCE FEE**

**b.1.) For [First Season] Football Season:**

**Competition Category:** [UEFA Champions League/ Turkish Super League/ Turkish Cup etc.]

**Match Level:** [League Game/ Qualification Rounds/ Group Stage/ Quarter Final etc.]

**Squad Condition:** [Starting 11/ Bench / Out of Squad]

**Playing Condition:** [Starting minute/ minimum minutes played/ total minutes played/ get a card / scored a goal / assisted a goal ]

**Match Result:** [Win/Draw/Lose]

**Attendance Fee: {Attendance\_fee\_for\_first\_season}**

Comment: We can write all these conditions in sentences rather than writing the way above. I don’t understand but lawyers like sentences more… This fee is kind of fee calculated for each game. For each season, we need to create the same table, clauses for each condition.

**b.2.) For [Second Season] Football Season:**

**Amount:{attendance\_fee\_for\_second\_season}**

**b.3.) For [Second Season] Football Season:**

**Amount:{attendance\_fee\_for\_third\_season}**

1. **BONUSES**

**c.1.) For [First Season] Football Season:**

**Competition Category:** [UEFA Champions League/ Turkish Super League/ Turkish Cup etc.]

**Success Level:** [League Game/ Qualification Rounds/ Group Stage/ Quarter Final etc.]

**Playing Condition:** [Percentage of minutes played/ total minutes played/ total goals scored etc.]

**Bonus: {Bonuses\_amount\_for\_first\_season}**

Comment: We can write all these conditions in sentences rather than writing the way above. This fee is kind of fee calculated for each season according to the conditions satisfied. For each season, we need to create the same table, clauses for each condition.

Besides we need to write multipliers. For ex: 10.000 EUR for each goal, or 50.000 EUR for each 5 goals scored etc.

**c.2.) For [Second Season] Football Season:**

**Amount:{Bonuses\_amount\_for\_second\_season}**

**c.3.) For [Third Season] Football Season:**

**Amount:{Bonuses\_amount\_for\_third\_season}**

1. **SIGNING OF FEE**

In addition to the fees mentioned above, the Club shall also pay to the Player a net signing on fee amounting to{signing\_fee} on the following payment terms:

XX/XX/202X : XXX.XXX EUR

XX/XX/202X : XXX.XXX EUR

This amount is agreed to be paid for the Player signing his Contract and it shall not be subjected to pro-rata calculation and/or reimbursement even fi this Contract ends earlier by any reason before its expiration date.

This sign-on fee stated above is due providing that the Player has a valid employment contract with the Club and registered within the Club in accordance with the regulations of FIFA and TFF at the date of the payment.

1. **OTHER BENEFITS**

**e.1.) Flight Tickets:** Each season, X business/economy class flight tickets will be provided for the player and her family to use on the London-Istanbul route.

**e.2.) House:** A suitable furnished house will be provided for the player to reside in for the duration of the contract. The rental value for the house will not be less than X,000 EUR per month.

**e.3.) Car:** A suitable car (brand and model can be written) will be provided for the player to use during the contract period. All expenses of the car will be covered by the club.

**ARTICLE 7- FORCE MAJEURE**

Force majeure means all kinds of events and situations outside the reasonable control of the Parties including earthquake, flood, lightning, storm, fire, explosion, public services, lack of means of transportation, Government, Federation and Confederation decisions, rules, and regulations, state of war, insurrection, terrorism, strikes, lockouts, whether or not announced a civil war, regional and/or national and/or global epidemics and natural disasters. In case of any force majeure situation occurs during the continuation of this Contract and in case the matches of the Club will be postponed and/or canceled by reason of a force majeure incident, the Parties will make the necessary efforts to reach mutual agreement regarding the contractual obligations of the parties in a good faith within the recommendations of FIFA, UEFA and TFF.

**ARTICLE 8- MISCELLANEOUS**

**a)** The disputes arising from the present Contract may be referred to the FIFA Dispute Resolution Chamber as the first instance body. The Court of Arbitration for Sport (CAS) in Lausanne will act as the appeals body, and the applicable law shall be those applicable FIFA Regulations, and Swiss law.

**b)** Unless otherwise specified elsewhere herein any notice to be given pursuant to this Contract shall be given in writing and addressed to the Party concerned at the address shown herein (or such other addresses as notified by the parties in writing from time to time) and may be sent by: (i) registered air mail; and/or (ii) personal by hand delivery or courier service; and/or (iii) facsimile transmission and/or (iv) electronic mail. Any such notice shall be deemed duly given as follows: (i) in the case of air mail five business days from the date of posting; ii) in the case of personal by hand delivery or courier service at the time of delivery; (iii) in the case of facsimile at the time of transmission from the sender's fax machine and (iv) in the case of

electronic mail at the time of sending from the sender's computer system. In proving the giving of a notice ti shall be sufficient to prove that the envelope containing such notice was properly addressed and posted and/or the notice was left at the relevant address and/or upon production of a facsimile transmission report and/or an electronic mail transmission report (as the case may be). Where notice is served by facsimile or electronic mail, the facsimile numbers and electronic mail addresses for service are as follows:

**i)** If to Player: [xxxxx@xxxx.xxx](mailto:xxxxx@xxxx.xxx)

**ii)** If to Club: [hukuk@fenerbahe.org](mailto:hukuk@fenerbahe.org)

**c)** Invalidity of any of the clauses of the present Contract is not affected the validity of the remaining clauses. Delay or non-exercise of any of the rights by the Parties cannot be construed as a waiver thereof.

**d)** This Contract may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Contract, but al counterparts together shall constitute but one and the same instrument. Assigned copy of this Contract transmitted by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes.

This Contract consists of 8 (eight) articles and have been signed on XX.XX.202X.

**THE CLUB** **THE PLAYER**

**FENERBAHÇE FUTBOL A.Ş.** **{PLAYER\_NAME}**