

FOOTBALLERS' COLLECTIVE AGREEMENT 2020 - 2025

(Spillerforeningen reserves the right to refer for the original agreement in Danish, which is binding, which this English translation will not be)



DIVISIONSFORENINGEN

Divisionsforeningens Arbejdsgiverforening
(the Danish Leagues Employers' Association)
DBU Alle 1
DK-2605 Brøndby
(in the following called the DF)



Spillerforeningen
(the Players Association)
Frederiksholms Kanal 4, 2nd floor
DK-1220 Copenhagen K
(in the following called the SPF)

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1 – OBJECTS, COOPERATION AND COMPETENCE

1.1. Objects

With this Collective Agreement, the SPF and the DF intend to:

- ensure modern, reasonable and stable working conditions for professional football players on the Danish labour market;
- ensure efficient cooperation between the SPF and the DF;
- ensure that both professional football clubs and professional football players are given better conditions in the coming years so that, at the same time, the general level of Danish elite football improves to the benefit of both professional football clubs and professional players.

The parties agree to act in a proper manner so that the parties' actions and reputations are used to their maximum mutual benefit.

The parties are under an obligation, mutually and towards their members, to build stable and good cooperation. The SPF and the DF agree to cooperate in the individual clubs in order to implement this Collective Agreement in the best possible manner as from the time of commencement hereof.

1.2. Meetings between the parties

The SPF and the DF are to set up a consultative committee. The SPF and the DF appoint 3 representatives to the consultative committee at their own annual general meetings respectively. The parties are to meet twice annually.

Extraordinary meetings may be held when requested by one of the parties, stating the issues to be discussed.

SPF and DF will meet once a year with the individual management from each club in the highest and second-highest league in the DM-tournaments

1.3. External conditions

The parties acknowledge that the parties must comply with the binding rules laid down by the DBU (the Danish Football Association), UEFA and FIFA.

In respect of external parties, the parties must work loyally to ensure that the Collective Agreement and the rules stipulated herein can be sustained.

The parties each have the opportunity to promote their own views on issues that are important to clubs and players.

The parties may freely engage in the debates in the parties' national and international cooperation organisations respectively.

If the DBU, UEFA and FIFA or other organisations introduce new, binding rules affecting the Collective Agreement in force between the parties or the DBU model contract, inclusive of shifting the balance between club and player, the parties agree to discuss adjustments/adaptations of the Collective Agreement, the model contract or the parties' contractual basis in general, inclusive also of discussing remedies or compensatory measures.

Such discussions do not involve conflict law, but if the discussions do not result in agreement, the issue may be submitted to an umpire who may finally decide the issue. In the event of failure to agree, the President of the Danish Labour Court shall appoint the umpire. It is for the umpire himself to decide how the problem is to be presented. The decision shall be binding on the parties.

1.4. Implementation into DBU forms

The parties to the Collective Agreement are to contact the DBU with a view to adaptation of the DBU model player contract and other relevant DBU forms in order for such documents to comply with this Collective Agreement.

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If there are any points which the DBU is unwilling to incorporate, the parties will proceed according to the same procedure as applicable to the introduction of new rules, cf. clause 1.3.

2 - SCOPE OF THE COLLECTIVE AGREEMENT

2.1. The Collective Agreement covers:

- The football clubs approved as contract clubs which have accepted the Main Agreement and which are also members of the DF.
- The contract players who are employed by these football clubs.

2.2. The obligation of the clubs to comply with the Collective Agreement ceases when a club is relegated from the 2nd division (Men's Danish National Championship Tournament) and arises again in case of subsequent promotion.

2.3. The SPF is continuously to be informed of what clubs are members of the DF and have accepted the Collective Agreement.

2.4. To the extent that, through agreement with a third party, the clubs have transferred the license to play contract football, the same rights and obligations shall apply to such third party.

2.5. This Collective Agreement constitutes the minimum requirements that must be fulfilled in an employment contract and can be deviated from only within the areas where such option is available and only in favour of the football player or where the parties to the Agreement agree that the deviation is indisputably in favour of both parties.

3 - TYPES AND DURATION OF EMPLOYMENT

3.1. The club is obliged to ensure that the agreed type of employment constantly complies with the actual type of employment of the individual players.

3.2. The clubs are obliged to observe the applicable amateur rules of the DBU at any time, inclusive of omitting to impose on an amateur player any notice of termination in any case.

No amateur player shall be covered by the following types and duration of employment.

3.3. The contract players may be employed only on the basis of non-terminable, fixed-term contracts in compliance with this Collective Agreement.

Contracts must have an expiry date (either 30 June or 31 December) enabling the players to gain eligibility to play football in Denmark immediately after such date.

3.4. The club is obliged to see to the player's transportation and any accommodation in connection with away matches without any expense to the player.

The clubs are continuously to inform the players of the recommended training hours etc. determined by the clubs for a minimum of the next 7 days for the training group to which the player belongs.

3.5. Contract players may be employed as football players under a sideline, part-time or full-time employment contract or as a trainee.

A: Sideline employment:

This type of employment entails no restrictions on the player's right to take on other employment, provided that the player is otherwise able to fulfil the contract concluded.

The club and the player are to pay Danish labour market supplementary pension scheme contributions (ATP) -

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including associated contributions - proportionate to employment in excess of 39 hours, but less than 78 hours per month.

The player must participate in training sessions and matches to the extent determined by the club; however, on weekdays, training is to take place only after normal working hours and, moreover, the player is entitled to 2 days off weekly. The club shall not schedule any kind of activity on days off.

Normal working hours are defined as the period from 8.00 a.m. until 4.00 p.m. on all weekdays.

Unless otherwise agreed, the player is entitled to compensation for loss of earnings for participation in matches preventing the player from fully attending to the player's main employment during normal working hours.

The player is obliged to take part in any training camp organised by the club for one week (7 consecutive days) per calendar year without being entitled to compensation for loss of earnings provided that the player is notified by the club at least 5 weeks in advance of the training camp.

B: Part-time employment:

In the model player contract, a time interval of at least 5 hours between 8.00 a.m. and 7.00 p.m. on weekdays is to be agreed, in which interval no training session may be scheduled by the club. The player is entitled to 1 weekly day off. The club is not entitled to schedule any kind of activity on days off.

This type of employment means that the player may take on work on weekdays only within the time interval agreed between the player and the club in the model player contract.

Unless otherwise agreed, the player is entitled to compensation for loss of earnings in the event of participation in matches preventing the player from fully attending to the player's employment during the agreed working hours. The club and the player are to pay Danish labour market supplementary pension scheme contributions (ATP) - including associated contributions - in proportion to such agreed limitation on the player's right to take on other work. In the calculation of the ATP contribution, the restriction at weekends and on holidays not falling on Sundays is determined at 7½ hours per day.

The player is obliged to take part in any training camp organised by the club for one week (7 consecutive days) per calendar year without being entitled to compensation for loss of earnings provided that the player is notified by the club at least 5 weeks in advance of the training camp.

C: Full-time employment:

This type of employment means that the player may not take on any other work without the club's prior consent. Any education programme attended by the player must be adapted to the player's occupation as a professional football player.

The club and the player are to pay Danish labour market supplementary pension scheme contributions (ATP) - including associated contributions - according to the rules applicable to full-time players. The players are to take part in training, training camps and matches as decided by the club.

D: Trainee:

This type of employment may solely be used by clubs that meet the following requirements:

- The club is to draw up a policy and objectives for the club's work with trainees.
- The club must appoint an education officer. The education officer is to act as the contact person to the players' educational institutions and shall not act as a coach.
- The club is obligated to convey contact information and an offer for a meeting with SPF to trainees and their parents/guardians. This obligation will be met semi-annually. In case SPF have not coordinated the date, time and place of the meeting, contact information will only be sent to SPF.
- The club must respect the player's education programme. This type of employment entails no restrictions on the player's right to complete his youth education programme. There are no limitations on how much the player is allowed to train as long as the club respects the player's youth education programme.

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- The club makes facilities/a room available for a supervised homework club, inclusive of internet access, which the player may use before and after training.

The contract may be concluded with players undergoing the statutory primary education or attending a youth education programme approved by the Danish Ministry of Education at any time. In exceptional cases, exemptions may be granted to allow a player to be employed as a trainee even though the player does not meet the above requirements. Such exemption is subject to an agreement between the parties to the Collective Agreement.

The club and the player are to pay Danish labour market supplementary pension scheme contributions (ATP) - including associated contributions - proportionate to employment of more than 39 hours, but less than 78 hours per month.

If, during the course of a trainee contract period, the player drops out of his youth education programme, or if the club no longer meets the above requirements, a new contract complying with one of the other types of employment is to be concluded within 12 months. If a new contract cannot be agreed on, the terms and conditions of the employment shall be equal to those of a player with a sideline employment contract until the contractual relationship expires.

If, over a longer period of time, training prevents the player from attending a number of classes, the club must attempt to offer the player supplementary classes.

If, during the course of a trainee contract, the player drops out of his youth education programme with the purpose of starting another youth education programme, the player may continue the trainee-contract course subject to the consent of both parties to the Collective Agreement.

The player is obliged to take part in any training camp organised by the club for 10 consecutive days per calendar year provided that the player is notified by the club at least 5 weeks in advance of the training camp. The club is obliged to ensure that the player is not absent from school to a disproportionately large extent in connection with such training camp. The holding of a training camp is to be coordinated with the DBU so that national team players will not be absent from school to a disproportionately large extent either. The club is obliged to coordinate distance learning with the school in question.

This type of employment means that the player is not entitled to take on any other work without the club's consent.

3.6. When contracts are concluded with players, details must be agreed on what specific training groups within the club a player is entitled and obliged to play matches for and train with during the contract term. The player must be offered training with and matches for such teams during the contract term. In the model contract, a tick-off system with the following options is to be established:

- a) The player must train with the training group and play matches for the team/training group designated by the club.
- b) The player must be available for training sessions with and matches for the first team and possibly matches for the second team/the reserve team.
- c) The player must be available for training sessions with and matches for the first team and for the second team/the reserve team.
- d) The player must be available for training sessions with and matches for the first team, the second team/the reserve team and the juvenile teams. The obligation to make himself available for juvenile team training and matches ceases on the date when the player is no longer eligible to play for the juvenile teams.

3.7. Contracts for players aged 18 years and older shall not exceed a term of 60 months. However, sideline employment contracts shall not exceed a term of 36 months.

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Contracts for players aged 15 years and older, but younger than 18 years shall not exceed a term of 36 months.

3.8. For all players under the age of 18 years as well as for trainees older than 18 years, an action plan for the player's further education and career course is to be worked out jointly by the club and the player not later than 30 days after conclusion of the contract. The action plan form to be used is enclosed as appendix 1.

4 - OPTIONS

4.1. No options shall be concluded that give the club a unilateral right to terminate, with or without notice, the contract for expiry at times other than at the expiry of the contract nor shall agreements be concluded which give the club a unilateral right to extend or omit to extend the contract.

4.2. The parties agree that the needs of the club are to be met in the form of contract extensions/new contracts.

4.3. Options may be concluded that give the player a unilateral right to terminate, with or without notice, the contract for expiry at times other than at the expiry of the contract, and agreements may be concluded which give the player a unilateral right to extend or omit to extend the contract.

5 – LOAN AGREEMENTS

5.1. In case of loan agreements between Danish clubs, the DBU model form of loan agreement between Danish clubs is to be used, cf. appendix 2

5.2. In case of loan agreements from a foreign club to a Danish club, the Collective Agreement only applies where the Danish club is responsible for pay and conditions of employment.

5.3. In case of loan agreements from a Danish club to a foreign club where the foreign club is responsible for pay and conditions of employment, the Collective Agreement shall not apply during the loan period. However, the Collective Agreement shall apply in the event of any breach of contract by the Danish club and/or the player, cf. clause 24.

6 - TERMINATION WITHOUT NOTICE ACCORDING TO MUTUAL AGREEMENT

6.1. In case of mutual agreement of termination, the DBU form 'Agreement for termination of player contract shall be used, appendix 3.

7 - CLUB AGREEMENTS

7.1. The club is to conclude a club agreement between the club itself and the group of contract players.

7.2. The club agreement may include, for example, rules on time when players must take up their duties, on representative duties, bonuses as well as rules on cooperation between management and players.

A club agreement lapses at the end of the 6-month period when the football season ends unless otherwise agreed.

7.3. The club agreement applicable to the player shall be enclosed to the model contract for the player.

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7.4. The group of contract players in the club appoints up to four players' representatives whose task it is to represent the group of players vis-à-vis the club management. The club and the players' representatives may convene meetings which are to be held as soon as possible with due respect of club's activities.

In addition to the provisions in §§ 3.5D and 20.2 it is agreed that the players' counsel and SPFs' player contacts within the squads will assist SPF and 4Player with coordination of meetings and information regarding for example 4player, insurance, sportsavings, pension, trainees and purchasing agreements.

The player contacts, can as previously, assist with the coordination of these meetings after inquiry from SPF or 4Player.

7.5. The club is not obliged to enter into collective bonus schemes with the squad of players. Collective bonus agreements may be terminated at 3 months' notice for expiry at the end of a season unless otherwise agreed.

8 - RIGHTS

8.1. When concluding the contract, the club and the player are generally entitled to exercise all rights relating to the employment. Prior to conclusion of a contract, a player must state whether the player has concluded own contracts assigning to a third party the right to use part of the player's intellectual property rights.

8.2. The club(s) are entitled to use the player's image, likeness and autograph in connection with the club's or clubs' - individual or joint - sales promotion initiatives of any kind and, finally, in connection with the club's or clubs' sale of sponsorships, always provided that such use takes place to an extent that is reasonable, except, however, where this violates a player's religious and/or political conviction.

The club(s) shall never let the player or the player's image be used in any manner conflicting with the duty of loyalty which players under part-time or sideline employment contracts may have to a principal employer.

The club shall not use the player's rights in connection with advertising contracts without the player's consent where the nature of such contracts is not that of sponsorships for the club or jointly for the clubs, for example the use of a player's image for marketing an enterprise and/or a product that is unrelated to the sponsors of the club(s).

When a player stops playing for the club, the club shall loyally stop manufacturing products involving the rights of the player in question within a reasonable time.

8.3. If the use of the player will have the effect that the player is unable to perform his tasks within reasonable working hours, or if a single player is utilised in an extraordinary manner, the player may receive a separate fee subject to prior agreement.

8.4. The player is entitled to conclude personal advertising contracts. However, the club must consent to such contracts in writing prior to conclusion thereof as personal advertising contracts etc. shall not be concluded with enterprises that are competitors of the club's principal sponsors. The club may refuse to consent to a player's personal advertising contracts only if such contracts compete with one of the club's principal sponsors or with an exclusive sponsorship agreement.

8.5. A sponsor is deemed to be a principal sponsor if the sponsor's annual financial contribution to the club amounts to at least:

- DKK 400,000.00 in the Super League
- DKK 200,000.00 in the NordicBet League

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- DKK 100,000.00 in the 2nd division

8.6. A sponsor is deemed to have concluded an exclusive agreement if this clearly appears from the sponsorship agreement in question.

8.7. The player and the clubs may contribute rights to projects set up in cooperation between the SPF and the clubs, subject to approval by the competent body of the SPF and by the DF with the acceptance of the clubs.

Examples of such agreements may be: computer and entertainment games, physical games (board games etc.), playing cards and manager games. Already established activities such as Kulma, Sega and the EA which require the contribution of rights from the players and the clubs are continued, and agreements may also be concluded in future in the same manner as until now. The DF and the SPF will jointly attempt to set up such commercial activities.

8.8. The SPF acknowledges unconditionally that the trademark SUPERLIGA belongs to the company Superligaen A/S.

9 – CONDITIONS OF PAY

9.1. Terms and conditions of pay are determined in individual agreements between the club and the player and in any agreements between the club and the group of players. All components of the pay (such as basic salary, individual bonus and fringe benefits) must be stated in the contract, apart from any collective bonus agreements.

The model player contract shall not include any agreement on gross salary. This means that all pay components are to be stated as amounts adjusted for holiday allowance, the club's pension contributions and the club's contributions to the sports savings scheme. No gross salary, holiday allowance, pension contributions and contributions to the sports savings scheme may be stated. This also applies in any collective and individual agreements, with the exception, however, of collective agreements based on a share of the club's earnings.

The minimum pay under the Collective Agreement is as follows:

- a) Players with a sideline employment contract for up to and including 24 months, DKK 3,900.00 monthly;
- b) Players with a sideline employment contract for more than 24 months - DKK 7,700.00 monthly;
- c) Part-time players - DKK 12,000.00 monthly;
- d) Full-time players - DKK 21,800.00 monthly;
- e) Trainee players - DKK 4,400.00 monthly.

When determining the minimum pay under the Collective Agreement, the basic pay and the tax value of free accommodation are to be included.

If a bonus is agreed, such bonus is to be agreed as a specific amount or stated as a share of the club's earnings. If a bonus is agreed as part of a player's earnings, cf. clause 11.1, 3rd bullet, the players' representatives are to be given proper documentation of such earnings in the form of an accountant's statement.

The minimum pay rates shall be adjusted every year as per 1 July to reflect changes in the private sector pay index (ILON12 - TOT business total) as per the first calendar quarter of the current year. Increases in minimum pay rates will have no effect in case of contracts involving a salary above the minimum pay.

For the first calendar quarter of 2019, the aforesaid pay index is: 137.20.

10 - MEMBERSHIP FEE AND CLUB MEMBERSHIP

10.1. The player must be a member of the club's parent club.

10.2. The player may decide to pay his membership fee to the SPF via a salary deduction made by the club which will

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subsequently settle the membership fee with the SPF. The SPF is to notify the individual clubs of salary deduction requests by the SPF members of these clubs.

11 - HOLIDAY PAY

11.1. Contract football players are covered by the Danish Holiday Act ("ferieloven") and shall earn and take holiday in compliance with the said Act. All taxable cash payments/pay components from the club are deemed to constitute salary qualifying for holiday pay. In future, the following shall apply:

- Players receive basic salary during their holidays.

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- The player receives holiday allowance at the rate of 12.5% of all other cash pay components which are taxable in Denmark (e.g. sign-on fee, sign-off fee, bonus payments).
- In connection with salary payments, 11.11% is deducted from pay components calculated as a share of earnings to the club. Subsequently, the player receives holiday allowance at the rate of 12.5% of such cash pay components.

The above categories must be clearly indicated in the model contract so that rules applicable to each category are known beyond doubt.

Holiday allowance is to be paid on the entire salary qualifying for holiday pay as stipulated by the Holiday Act. Variable pay components are not included in the calculation of the holiday supplement of 1 per cent.

In the player contract, only the player's basic salary and other pay components qualifying for holiday pay are to be specified, but not the holiday allowance or the total payroll costs for the club, inclusive of holiday allowance.

The holiday allowance based on pay components in addition to the basic salary is to be paid to Feriekonto on a continuous basis in compliance with the rules of the Holiday Act.

11.2. For part-time and full-time contract players, the main holiday leave which is to be notified by the club, where possible, at least 3 months before such leave is to be taken consists of at least 2 consecutive calendar weeks during the period from 1 May until 30 September.

11.3. For players playing football as a sideline, the main holiday leave which is to be notified by the club, where possible, at least 3 months before such leave is to be taken, consists of at least 3 consecutive calendar weeks during the period from 1 May until 30 September.

11.4. The player's remaining holiday leave of 3 or 2 calendar weeks respectively which need not be consecutive must be taken outside the period during which the Men's Danish National Championship Tournament is being played, in consultation with the club and in due consideration of the club's reasonable requests.

11.5. Players who were ill during their main holiday leave shall not be instructed or ordered to take replacement holiday later during the holiday year while the Men's Danish National Championship Tournament is being played, unless agreed by the club and the player. In specific cases, where it will not be possible to take earned holiday before the end of the year for taking such holiday, earned holidays must be transferred to the following holiday year and be used before other earned holiday, as a last resort even as replacement holiday while the DM-tournament is on-going.

11.6. In connection with a player's holiday leave, the club may hand out a training programme which the player may voluntarily decide to follow.

12 - SPORTS SAVINGS SCHEME

12.1. The scheme is established by the SPF in cooperation with the pensions administrator designated by the SPF. The clubs are obliged to make contributions to the scheme which is set up under the framework agreement between the SPF and a provider of such scheme appointed by the SPF.

12.2. The savings scheme covers players who have attained the age of 20 years. Players are covered by the scheme immediately upon attaining the age of 20 years.

12.3. A contribution at the rate of 2.1% of the player's basic salary is to be paid into the compulsory sports savings scheme for full-time players. The club is to contribute 2/3 and the player 1/3 of the contribution amount.

A contribution at the rate of 6.9% of the player's basic salary is to be paid into the compulsory sports savings scheme for part-time players, players playing football as a sideline and trainee players. The club is to contribute 2/3 and the player 1/3 of the contribution amount.

12.4. Transfer in the event of maximum contribution:

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In the event that the contributions reach the statutory maximum limit for the savings scheme (DKK 1,739,300 - 2014 level), any excess contribution is to be transferred to the general pension savings scheme.

12.5. Altered legislation:

In the event that, during the term of the Collective Agreement, the access to setting up savings schemes for athletes pursuant to the Danish Act on the Taxation of Pensions ("pensionsbeskatningsloven") is barred or is significantly altered, the funds deposited in the savings scheme must - if such deposit cannot remain in the account - be transferred, at the SPF's option, to another equivalent pension scheme or other alternative scheme set up/facilitated by the SPF in favour of the player. The future payment of contributions may at the SPF's option either be continued without any changes under a new scheme or be used for other purposes in favour of the player.

The pensions administrator designated by the SPF is responsible for ensuring that no duty-free transfer from another pension scheme (non-sports savings) is made into this scheme.

13 - PENSIONS

13.1. The scheme is set up by the SPF in cooperation with the pensions administrator appointed by the SPF. The clubs are obliged to make contributions to the scheme and to comply with the guidelines issued at any time by the administrator as established under the framework agreement between the SPF and a provider of such scheme appointed by the SPF.

13.2. The savings scheme covers players who have attained the age of 20 years. Players are covered by the scheme immediately upon attaining the age of 20 years.

13.3. A contribution at the rate of 4.8% of the player's basic salary is to be paid into the compulsory pension scheme for full-time players. The club is to contribute 2/3 and the player 1/3 of the contribution amount.

A contribution at the rate of 8.1% of the player's basic salary is to be paid into the compulsory pension scheme for part-time players, players playing football as a sideline and trainee players. The club is to contribute 2/3 and the player 1/3 of the contribution amount.

14 - ILLNESS

14.1. During illness, inclusive of injuries, the club pays basic salary and other non-match-related fees to the player.

14.2. If the sick pay can no longer be recovered from the municipality and if this is solely due to the employee's failure to perform the obligations imposed by the Danish Act on Sickness Benefits ("sygedagpengeloven"), the club is entitled to deduct from the player's basic salary an amount equalling the unrecoverable sick pay.

14.3. Illness, inclusive of injuries, shall not affect the employment relationship.

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15 - TREATMENT

15.1. The club is to provide free medical attention or other necessary or appropriate treatment for injuries incurred in the course of participation in matches or training.

15.2. The player is obliged to let himself be treated by a doctor/physiotherapist/chiropractor designated by the club subject to the club defraying all costs of such treatment. The parties agree that a player (patient) is always entitled to refuse a proposed treatment.

16 – GOOD FAITH AND NON-DISCRIMINATION

16.1. The player and the club shall act in good faith vis-à-vis each other in every respect. The club shall not discriminate unreasonably among players. This also applies to the level of treatment within the same training group.

17 - DOPING

17.1. The player is obliged to make himself available for doping checks in connection with training and matches in compliance with the WADA codex which has been implemented in the national anti-doping rules as per 1 March 2011 by Anti Doping Danmark and DIF (the Sports Confederation of Denmark).

If new rules are implemented or if changes are made to the rules applicable to professional football in Denmark, such changed rules shall apply.

17.2. If a club wants to exercise any remedies available under employment law as a consequence of a final doping ruling, the player is to be notified thereof not later than 8 days after the club became aware of the doping ruling. The club may, as an employment law remedy in consequence of a final doping ruling, choose to suspend the contract (for a period not exceeding the suspension period resulting from the doping ruling), alternatively to terminate the contract without notice, unless the club was aware of the use of doping.

17.3. The club must react to any knowledge about the player's use of doping as soon as possible and within 3 days at the latest and pass on any such information to the relevant anti-doping authorities.

17.4. If the club has been involved in or aware of the player's use of doping, the club is not entitled to exercise any employment law remedies in this respect.

17.5. The club is solely responsible for the knowledge possessed by the club's manager, sporting director, healthcare staff and coaches as well as by other support staff to the player.

17.6. If the club has been involved in or aware of the player's use of doping, the player may, as a remedy available under employment law in consequence of a final doping ruling, choose to terminate the contract without notice as a consequence of a final doping ruling.

17.7. If the player wants to exercise any remedies available under employment law as a consequence of the fact that the club has been involved in or aware of the player's use of doping, the club is to be notified thereof not later than 8 days after the player becoming aware of this.

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18 – MATCH-FIXING

18.1. Match-fixing is defined according to the DIF statutory regulations adopted by DIF's board of representatives on 4 May 2013. If new rules are implemented, or if changes are made to the rules applicable to professional football in Denmark, such changed rules shall apply.

18.2. If the player is found guilty of match-fixing in a final ruling against which no appeal may be brought, the club may decide to suspend the contract (for a period not exceeding the suspension period resulting from the ruling), alternatively to terminate the contract without notice. The club, however, is entitled to terminate the contract without notice only if the club was not involved in or aware of the match-fixing.

If the club wants to exercise any remedies under employment law as a consequence of the fact that the player has been found guilty of match-fixing, the player is to be notified thereof not later than 8 days after the club has become aware of the final ruling in the case.

18.3. The club must react to any knowledge about match-fixing by the player as soon as possible and within 3 days at the latest and pass on such information to the relevant anti-match-fixing authorities.

18.4. If the club has been involved in or aware of the player's involvement in match-fixing, the club is not entitled to exercise any employment law remedies.

18.5. The club is solely responsible for the knowledge possessed by the club's manager, sporting director and coaches as well as by other support staff to the player.

18.6. If the club is found guilty of match-fixing in a final ruling against which no appeal may be brought, the player may choose, as a remedy available under employment law, to terminate the contract without notice as a result of the final ruling.

18.7. If the player wants to exercise any remedies available under employment law as a consequence of the fact that the club has been aware of match-fixing by the player or the fact that club has been found guilty of match-fixing, the club is to be notified thereof not later than 8 days after the player becoming aware of this.

19 - INSURANCE

19.1. The SPF is to take out a full-time accident insurance policy with the following annual premiums:

- Players playing football as a sideline and trainee players: 1,700 DKK
- Part-time players: 2,300 DKK
- Full-time players: 3,300 DKK

The premium is to be paid to the SPF by the clubs on the due date for the insurance premium.

19.2. For trainee-players, the SPF takes out a career-stop insurance policy on the conditions agreed with the designated provider of the insurance agreement with a maximum annual insurance premium of DKK 3,000. For part-time players who have attained the age of 18 years, the SPF takes out a career-stop insurance policy on the conditions agreed with the designated provider of the insurance agreement with a maximum annual insurance premium of DKK 6,600.

For full-time players, the SPF takes out a career-stop insurance policy on the conditions agreed with the designated provider of the insurance agreement with a maximum annual insurance premium of DKK 13,100.

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The premium is to be paid to the SPF by the clubs on the due date for the insurance premium.

19.3. The club is responsible for submitting the necessary details about the player's employment relationship to the insurance company designated by the SPF not later than 14 days after the closing of a transfer window or according to instructions from the insurance company. Moreover, the club is to notify the insurance company designated by the SPF of any changes in the player's contract type affecting the insurance cover.

19.4. The SPF has exclusive authority to designate an insurance provider and to negotiate and conclude agreements on insurance cover with the provider designated, and the conclusion of the agreement is thus not subject to acceptance by the DF or the clubs of the contents thereof.

19.5. The SPF facilitates contact between the players and the designated insurance provider who may provide advice to the players on the insurance.

19.6. The SPF or the insurance provider designated by the SPF gives the individual player a copy of all relevant insurance terms and conditions of importance to the player, inclusive of any kind of insurance policy, list of clauses etc.

19.7. The club is responsible for submitting claims to the designated insurance provider.

19.8. The club is responsible for ensuring that all claims, information etc. to the insurance company are submitted in time in compliance with the insurance agreement and applicable law.

19.9. The club cannot be held liable for any incorrect information provided by the player.

19.10. The insurance premiums will be adjusted every year as per 1 July to reflect changes in the seasonally adjusted private-sector pay index (ILON12 - TOT business total) as per the first calendar quarter of the current year compared with the year before. The pay index for the first calendar quarter of 2019 is the following seasonally adjusted figure: 136.6.

20 – EDUCATION AND JOB COUNSELLING

20.1. The parties' joint efforts concerning coordinated job and career counselling to the players take place under the auspices of the SPF-owned 4player ApS (in the following called 4player).

The overall purpose is to promote and facilitate the players' switch to other employment when their football career has ended. Steps must be taken to ensure, among other things,

- that a plan is made for as many as possible in order to prepare for the time after the end of their football career
- that players have access to help for mental and personal challenges and problems, so that they are ensured the best prerequisites to prepare for the time after their career as well be successful as a player
- that, regardless of their contractual status, the players are to be given the opportunity of completing their youth education programme while at the same time starting a professional football career;
- that, regardless of their contractual status, the players are to a suitable extent able to qualify themselves in various fields at the same time as pursuing their football career, for example by following an education course or undertaking a work placement.

Among other activities, an online system will be developed for the purpose of working out education and development plans as well as personal development programmes for the individual players.

20.1. 20.2. The players in the individual club appoint a contact person in their squad, and it is the task of this

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person to support and enhance the knowledge of 4player and its cooperation with the club. The individual club appoints an "education officer" who is to assist in establishing the best possible contact and cooperation between 4player, the club and the players playing on a DBU-contract on all teams, for example Youth-17, youth-19 and the first-teams.

20.3. The club is to ensure that, once annually, the players are given the opportunity to participate in an exit seminar organised by 4player. The seminar takes place out of season and with due regard for the club's activities in general.

20.4. The DF supports the SPF's player-targeted activities as follows:

- 1,000,000 DKK for the period 01.1.2020 until 30.06.2020, payable with 1/4 in arrears every calendar quarter
- 1,100,000 DKK paid on 17.2020
- 4,200,000 DKK for the period 01.7.2020 until 30.06.2021, payable with 1/4 in arrears every calendar quarter
- 4,200,000 DKK for the period 01.7.2021 until 30.06.2022, payable with 1/4 in arrears every calendar quarter
- 4,200,000 DKK for the period 01.7.2022 until 30.06.2023, payable with 1/4 in arrears every calendar quarter
- 4,200,000 DKK for the period 01.7.2023 until 30.06.2024, payable with 1/4 in arrears every calendar quarter
- 4,200,000 DKK for the period 01.7.2024 until 30.06.2025, payable with 1/4 in arrears every calendar quarter

The payments continue at the rate of 4,200,000 DKK annually with the same times of payment and the same allocation of funds, unless otherwise agreed.

SPF are entitled to use up to 200,000 DKK of the amounts above for activities in connection with training activities for out-of-contract players, cf. clause 21.

20.5. This provision can give rise to no breach of contract other than non-payment under the Collective Agreement, cf. clause 20.4.

20.6. The DF is entitled to insight into 4players' activities, and each year the SPF will therefore forward to the DF the annual financial statements and an activity report for 4player and training activities for out-of-contract players.

21 - TRAINING ACTIVITIES FOR OUT-OF-CONTRACT PLAYERS

21.1. In connection with the expiry of a player's contract, the club hands out information material concerning the time and place for the SPF training sessions for out-of-contract players. Not later 8 days prior to the last match in the spring and autumn seasons respectively, the SPF is to inform the clubs of the time and place for the SPF training sessions for out-of-contract players.

22 – ORGANISATIONAL TASKS

22.1. The clubs each give 2 players time off to participate partly in the SPF's annual meeting of the board of representatives, partly in an SPF meeting after the end of tournament in the autumn.

22.2. The clubs are to make an effort to give players time off to engage in committee work in the SPF.

23 - EQUIPMENT

23.1. The club provides the player with training and match equipment, i.e. clothes, protective gear and football boots

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(and for goal keepers, goalkeeping gloves).

23.2. The player is entitled, at the club's expense and from a supplier appointed by the club, to choose football boots other than the boots referred to in clause 23.1 provided that the player produces a medical certificate concerning this.

23.3. At his own expense, the player may choose football boots (and in the case of goal keepers, other goalkeeping gloves) other than those provided by the club. Alternatively, the player may conclude an independent agreement with a supplier of football boots and/or goalkeeping gloves. However, the player must respect the individual club's current agreement.

23.4. If the SPF and/or the players enter into a collective purchase agreement, for example a discount agreement with a supplier of football boots and/or goalkeeping gloves, such agreement must be concluded subject to the clubs' rights, cf. clause 8.

23.5. The DF seeks to ensure that all matches in the Men's National Championship Tournament are played with the same type of ball. If a common type of ball is introduced, the clubs become a party to the common ball agreement when the individual club's current agreement with the ball supplier expires. The proceeds from any ball agreements accrue to the clubs in the individual league and division.

24 - THE SALARIED EMPLOYEES ACT, DISCIPLINARY OFFENCES ETC.

24.1. With due regard to the players' special form of employment under non-terminable fixed-term contracts, the provisions of the Danish Salaried Employees Act ("funktionærloven"), inclusive of the provisions on disciplinary offences, unfair dismissal, and breach and gross breach of contract, shall apply to contract players.

25 - DISPUTE RESOLUTION

25.1. Disputes of an industrial nature or disagreement on the interpretation and performance of this Collective Agreement shall be settled either locally or between the SPF and the DF in compliance with the rules of the Main Agreement between the SPF and the DF.

26 - THE MAIN AGREEMENT

26.1. The Main Agreement between DA and FH, with the alterations which occurs from the accession protocol between DF and SPF and the parties to the CBA of 13th October 2017/14 shall to apply to this Collective Agreement.

27 - PROVISIONS ON COMMENCEMENT AND TERMINATION

27.1. The Collective Agreement with relevant appendices takes effect as from 1 October 2020 unless otherwise stipulated. However, provisions on pay, pension rates, sports savings rates and insurance rates do not apply until new contracts are concluded after commencement of this Collective Agreement. The rates for career ending insurance for trainees will apply to all trainee contracts from 1 January 2021

27.2. The Collective Agreement may be terminated by the parties in writing at a notice of 3 months to 30 June, although not earlier than 30 June 2025.

FOOTBALLERS' COLLECTIVE AGREEMENT 2020 - 2025

Copenhagen, /

Copenhagen, /

Divisionsforeningen

Spillerforeningen

FOOTBALLERS' COLLECTIVE AGREEMENT 2014 - 2018

MAIN AGREEMENT

Between

Divisionsforeningen
Vestagervej 17
DK-2900 Hellerup

(in the following called the DF)

and

Spillerforeningen
Pilestræde 35, 2.
DK-1112 Copenhagen K

(in the following called the SPF)

(in the following called the parties)

1

1.1.

This Main Agreement shall be binding on:

a)

The football clubs which are members of the DF and which have acceded to the Agreement.

b)

The SPF members who are contract players and who are employed under a collective agreement (in the following called the players).

c)

To the extent that, through agreements with a third party, the clubs have transferred the license to play contract football, the same rights and obligations shall apply in respect of such third party.

2

2.1.

The DF and the SPF agree on promoting good cooperation and on engaging actively in generating stable working relations in the clubs. The DF will neither directly nor indirectly obstruct activities of professional football players to organize within the SPF.

3

3.1.

The clubs organize and manage the tasks in compliance with the provisions stipulated in the collective agreements and the provisions of this Main Agreement.

FOOTBALLERS' COLLECTIVE AGREEMENT 2014 - 2018

4

4.1.

The parties agree that conditions of pay and other working conditions for the players are determined by collective agreement between the parties.

4.2.

Negotiations for the conclusion of a new collective agreement, following the termination of a collective agreement, or otherwise for the conclusion of a collective agreement are to be initiated as soon as possible and not later than 1 month after a request for negotiations has been made. Negotiations for the conclusion of a new collective agreement must be organized in such manner that attempts are made to conclude a new collective agreement before the terminated agreement expires.

5

5.1.

Even though a collective agreement has been terminated and has expired, the parties are obliged, however, to comply with the provisions thereof until another agreement has been concluded or a work stoppage has been instituted in compliance with the rules stipulated in clause 6.

6

6.1.

The parties acknowledge each other's rights to give notice of and to institute work stoppage in compliance with the rules listed below.

6.2.

Strike, lockout, blockade and boycott are deemed to constitute work stoppage. If one or several of the clubs are systematically depopulated in full or in part or are gradually closed down, this is also deemed to constitute strike or lockout.

6.3.

No work stoppage shall be organised unless approved by a majority of at least 3/4 in compliance with the articles of association of the parties respectively.

6.4.

Any resolution to institute a work stoppage is to be notified to the other party to the collective agreement by special letter sent by registered post at least 1 month prior to instituting the work stoppage.

6.5.

If the other party to the collective agreement subsequently wants to give notice of a work stoppage that is to be instituted at the same time, such notice must reach the first party to the collective agreement not later than 5 working days prior to instituting the work stoppage.

6.6.

The letter mentioned in clause 6.4 is to specify the nature and scope of the work stoppage.

6.7.

A work stoppage can only be instituted with effect as from the first day of a month.

6.8.

A work stoppage shall have no influence on the validity of the contracts between players and clubs. When the work stoppage ceases, the players are to resume their work in the clubs in which they are employed without undue delay. No harassment by any of the parties shall take place as a result of the work stoppage.

6.9.

The parties are obliged to refrain from supporting and with all reasonable means to prevent illegal work stoppages and, if illegal work stoppages are taking place, to attempt to bring such work stoppages to an end.

FOOTBALLERS' COLLECTIVE AGREEMENT 2014 - 2018

7

7.1.

Within the area covered by a collective agreement, no work stoppage may be initiated as long as the collective agreement is in force, unless warranted by the collective agreement.

8

8.1.

Any dispute of an industrial nature is to be settled by conciliation in compliance with the rules stipulated in clause 9 or, if no agreement is reached through such conciliation procedure, by arbitration in compliance with the rules stipulated in clause 10.

8.2.

A dispute of an industrial nature is defined as:

- a) Dispute about the interpretation of this Main Agreement or the parties' collective agreements, contracts and customs.
- b) Dispute about whether or not a main agreement or collective agreement exists.
- c) Dispute about an alleged breach of this Main Agreement or the parties' collective agreements, contracts and customs.
- d) Dispute which by collective agreement has been referred to settlement in compliance with the rules herein.

9

9.1.

Either party is entitled to request in writing that any dispute of an industrial nature be discussed at a conciliation meeting.

9.2.

Unless otherwise agreed in each individual case, such conciliation meeting is to be held as soon as possible and not later than 5 working days after receipt of the request for the meeting.

9.3.

Minutes of the outcome of the conciliation meeting are to be prepared, and the minutes are to be signed at the conciliation meeting.

10

10.1.

If no agreement is reached by the parties at the conciliation meeting, either party may pursue cases on breach of the Collective Agreement or this Main Agreement before the Danish Labour Court. Other disputes of an industrial nature may be pursued before an industrial arbitration tribunal which is to be set up and to operate in compliance with the rules stipulated in the Danish Labour Court and Industrial Arbitration Act ("lov om arbejdsretten og faglige voldgifter").

10.2

A request for a hearing before an industrial arbitration tribunal must usually be submitted in the form of a letter of complaint not later than 8 weeks after a conciliation meeting has been held.

A statement of defence is then to be submitted not later than 8 weeks from receipt of the letter of complaint.

If a letter of complaint is submitted later than 8 weeks from the time when the conciliation meeting was held, the respondent's deadline for submission of the statement of defence is extended accordingly.

FOOTBALLERS' COLLECTIVE AGREEMENT 2014 - 2018

When the umpire has been appointed in compliance with section 26 of the said Act, the time for the industrial arbitration tribunal is to be agreed between the parties and the umpire, with due respect of the nature of the case.

Upon justified request, the umpire may extend the deadline for submission of pleadings.

If the parties agree at the conciliation meeting that the case is a matter of urgency, the parties are at the same time to agree on the further proceedings, including possibly fixing a date for the arbitration tribunal hearing.

11

11.1.

This Main Agreement takes effect

- either 8 days after Divisionsforeningen has notified Spillerforeningen in writing that all member clubs of Divisionsforeningen with contract football have signed the Agreement ;
- or after Divisionsforeningen has submitted written information on how many of its member clubs have acceded to the Agreement, and Spillerforeningen then submits written notification within not more than 8 days that the Agreement can be finally acceded to for the stated number of member clubs which have acceded to the Agreement according to Divisionsforeningen.

The Agreement shall remain in force until terminated at a notice of at least 6 months to a 1 January, although not earlier than 1 January 2018.

11.2.

Immediately after termination, negotiations for a new main agreement are to be initiated.

11.3.

If negotiations for a renewal of the Main Agreement following a termination have not been completed by the 1 January in question, the Main Agreement shall apply, regardless of the fact that the time of expiry is exceeded, until the collective agreements in force are replaced by new ones, and the Main Agreement then lapses when the new collective agreements take effect.

- 0 -

The parties to this Main Agreement confirm by their signature that they are duly authorised to conclude the Main Agreement.

Copenhagen, /

Copenhagen, /

Divisionsforeningen

Spillerforeningen

FOOTBALLERS' COLLECTIVE AGREEMENT 2014 - 2018

RECORDS: CLOSING PROVISIONS

1.1.

With the conclusion of this Collective Agreement, the parties agree on the importance of trying to avoid legal proceedings in future and of finding joint solutions instead.

Whereas the parties have altered the rules on types of employment for players with football as a sideline and part-time players as well as for trainee players, the SPF declares that the SPF will not institute and pursue proceedings on working hours during the period prior to commencement of the Collective Agreement.

1.2.

If the DBU model contract has not been adjusted in the context of the Collective Agreement hereby concluded prior to the Collective Agreement taking effect, the parties will work out a new joint addendum which the clubs are to use in connection with the conclusion of new contracts until the model contract has been adjusted.

1.3.

The Collective Agreement is concluded with mutual reservations for approval by the parties' competent assemblies respectively. A decision thereon is to be notified to the other party not later than on 1 September 2014.

Copenhagen, 15 August 2014

Spillerforeningen
represented by Thomas Lindrup, chairman

Divisionsforeningen
represented by Thomas Christensen, chairman

FOOTBALLERS' COLLECTIVE AGREEMENT 2014 - 2018

APPENDIX 1

PLAYER

NAME:	
CIVIL REG. NO.	
ADDRESS:	
E-MAIL:	
CELL PHONE:	

I WILL TAKE THE FOLLOWING ACTIONS/I WILL FOCUS ON THE FOLLOWING (WHAT AND WHEN):	
--	--

EDUCATION

HIGHEST EDUCATION COMPLETED (NAME, FIELD, PLACE AND AVERAGE MARK OF THE EDUCATION):	
CURRENT EDUCATION:	
FLEXIBLE AGREEMENTS/MEASURES:	
CONTACT AT SCHOOL:	
EXPECTED DATE OF COMPLETION OF CURRENT EDUCATION:	
CHALLENGES THAT SHOULD BE DEALT WITH/GIVEN ATTENTION:	
PLANS/DREAMS OF FURTHER EDUCATION:	
CONDITIONS THAT MUST BE FULFILLED TO REALISE PLANS/DREAMS OF FURTHER EDUCATION:	

PERSONAL DEVELOPMENT

(YES OR NO TO SKILLS TO BE DEVELOPED -PLEASE SPECIFY WHY OR WHY NOT RESPECTIVELY)

SELFCONFIDENCE	
DISCIPLINE	
PLANNING	
COPING WITH STRESS	
COPING WITH DEFEAT	
INTERPERSONAL SKILLS	
STUDY SKILLS	
NETWORKING	
APPEARANCE AND BODY LANGUAGE	
PUBLIC SPEAKING	
SELF-PERCEPTION/FUTURE IDENTITY	
OTHER	