

FA of Moldova Regulations on Working with Intermediaries in Football

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Definition of an intermediary in football

A natural or legal person who, for a fee or free of charge, represents players and/or clubs in negotiations with a view to concluding an employment contract or represents clubs in the negotiations with a view to concluding a transfer agreement.

N.B.: Terms referring to natural persons are applicable to both genders, as well as to legal persons. Any term in singular applies to the plural and vice versa.

Preamble

The FA of Moldova (FA of Moldova) bears the responsibility to help at the constant improvement of the game of football and to safeguard its national integrity. In this context, one of the key objectives of the FA of Moldova is to promote and safeguard considerably high ethical standards in the relations between clubs, players and third parties and thus to live up to the requirements of good governance and financial responsibility principles. More specifically, the FA of Moldova considers it essential to protect players and clubs from being involved in unethical and/or illegal practices and circumstances in the context of concluding employment contracts between players and clubs and of concluding transfer agreements. In the light of these considerations and with the aim of properly addressing the changing realities of modern-day relations between players and clubs, as well as to enable proper control and transparency of player transfers, the FA of Moldova has enacted these regulations in accordance with Art. 1.2 of FIFA Regulations on Working with Intermediaries.

1. Scope

1. These regulations govern the intermediation activity in order to:
 - a) conclude an employment contract between a player and a club, or
 - b) conclude a transfer agreement between two clubs.
2. These regulations apply to intermediation activity with a player registered with a club affiliated to FA of Moldova or a club affiliated to FA of Moldova.
3. Failure to comply with these regulations will not affect the validity of the employment contract and/or of the corresponding transfer agreement.

2. General principles

1. For the conclusion of an employment contract and/or a transfer agreement, players and clubs are entitled to engage the services only of those intermediaries in football who are already registered at the FA of Moldova.
2. In the selection and engaging process of intermediaries in football, players and clubs shall act with due diligence. In this context, due diligence means that players and clubs shall use reasonable endeavors to ensure that the intermediaries in football sign the relevant Intermediary Declaration in Football and the representation contract concluded between the parties.
3. Whenever an intermediary in football is involved in a transaction, he shall be pursuant to Articles 3 and 4 of these regulations.
4. The engagement of officials, as defined in point 11 of the Definitions section of the FIFA Statutes (Executive Committee members, committee members, referees and assistant referees, coaches and any other person responsible for technical, medical and administrative matters within FIFA, confederations, national associations, leagues, or clubs / teams) as intermediaries in football by players and clubs is prohibited.
5. In the negotiation and conclusion of player contracts, minor players / under-18 are entitled to be represented by at least one guardian / tutor, without such guardian / tutor being required to register at the FA of Moldova as intermediaries in football.

3. Registration of intermediaries in football at FA of Moldova

1. For the sake of transparency, FA of Moldova will implement a registration system for intermediaries in football that has to be published in accordance with Article 6 paragraph 3 of this Regulation.
2. In order to start intermediary activity in football, the person applies for registration with FA of Moldova by signing and submitting to FA of Moldova the Intermediary Declaration attached to this Regulation, copy of ID card and one color photo of 3.5 x 4.5 cm. FA of Moldova will inform as soon as possible the person concerned if the application for registration as an intermediary in football is granted, and if so it will post a notice on the official website of FA of Moldova that the person is now a registered intermediary in football at FA of Moldova. If the

activity of intermediary in football is performed under the form of a company, all persons wishing to act as intermediaries in football under the auspices of the company must be registered.

3. Intermediaries in football must be registered in the properly registration system when commencing their activity and every time they are individually involved in a specific transaction under this Regulation.

4. In order to ensure the functioning of the registration system mentioned above, FA of Moldova asks clubs and players who use the services of an intermediary in football, to submit at least the Intermediary Declaration in the Annexes of this Regulation. FA of Moldova may request further information and / or documentation.

5. Following the conclusion of the relevant transaction, the player engaging the services of an intermediary in football, within the scope of Article 1 paragraph 1 a) of this Regulation must submit to FA of Moldova the Intermediary Declaration and the Representation Contract. In case of renegotiation of an employment contract, the player engaging the services of an intermediary in football must also provide the FA of Moldova the same documentation. FA of Moldova may request further information and / or documentation.

6. Following the conclusion of the relevant transaction, the club engaging the services of an intermediary in football, in accordance with Article 1 paragraph 1 b) of this Regulation must submit to FA of Moldova the Intermediary Declaration and the Representation Contract. If the club, from which the player leaves, engaged the services of an intermediary in football, that club shall also submit to its association, a copy of the Intermediary Declaration and the Representation Contract. FA of Moldova may request further information and / or documentation.

7. The aforementioned notification by players and clubs must be made each time any activity within the scope of article 1 paragraph 1 of these regulations takes place.

4. Requisites for registration

1. The intermediary in football registered for the first time with FA of Moldova (except former players' agents licensed by FA of Moldova, who previously had fully paid the appropriate fee) are required to pay a registration fee to FA of Moldova amounting EUR 700 in the EUR account (Beneficiary Customer: Moldovan Football Federation, IBAN MD09ML000000002251300617; Intermediary Institution: BHFBDFFF, BHF-Bank Aktiengesellschaft, Frankfurt/Main, Germany; Account with Institution: 729186, MOLDMD2X, BC Moldindconbank SA) or the equivalent in MDL at the NBM official exchange rate at the day of transfer into the account in MDL ("Moldindconbank" SA branch "Stabil" Chisinau, MOLDMD2X300, settlement account 2251200377). The transfer will be performed by the intermediary (natural or legal person) in football himself.

2. Additionally, a FA of Moldova registered intermediary must pay an administration fee amounting EUR 200 or the equivalent in MDL at the NBM official exchange rate at the day of transfer to accounts specified in paragraph 1 of this article, for each representation contract

and submits the proof of payment at registration of representation contract with FA of Moldova. The transfer will be performed by the intermediary (natural or legal person) in football who is indicated and who signed the employment contract and / or agreement of transfer.

3. In case of any failure to pay on time the registration fees or of proper administration, FA of Moldova will cancel the registration of the concerned intermediary in football and will notify players and clubs represented by the intermediary in football that he is no longer entitled to participate / engage in intermediary activity.

4. In addition to the information provided by player or club to FA of Moldova, under the Article 3 above, and before the relevant football intermediary can be registered, FA of Moldova must be at least convinced that the intermediary in football is legally competent, has no criminal record and has an impeccable reputation.

5. If the intermediary concerned is a legal person, FA of Moldova will also have to be satisfied that the persons representing a legal entity within the scope of the transaction in question are legally competent, have no criminal record and have an impeccable reputation.

6. FA of Moldova must also be satisfied that in carrying out his activities, the intermediary in football contracted by a club and/or a player has no contractual relationship with FA of Moldova, leagues, associations, confederations or FIFA, that could lead to a potential conflict of interest. Intermediaries are precluded from implying, directly or indirectly, that such a contractual relationship with FA of Moldova, leagues, associations, confederations or FIFA exists in connection with their activities.

7. FA of Moldova is considered to have complied with its obligations under paragraphs 4-6 above, if it obtained a duly signed Intermediary Declaration as per annexes of these regulations from the intermediary concerned.

8. The representation contract that intermediary concludes with a player and / or a club (see Article 5 below) must be deposited at association when the registration of intermediary takes place.

5. Representation contract

1. An intermediary in football is allowed to act as an intermediary in football for a club or a player only if he has entered a representation contract with that player or club. A FA of Moldova registered intermediary must use representation contract - FA of Moldova type, which is available in 2 versions: one for player representation purposes and one for the club representation purposes (annexed to the present Regulation). If the player is underage, at least one player's legal guardian must also sign the representation contract under the Moldovan legislation.

2. The maximum term of a representation contract is 24 months from the commencement date. A representation contract shall not provide for automatic extension of the contract. A representation contract may be renewed by entering and submitting a new contract.

3. The representation contract must be drawn up in three originals. After registration, FA of Moldova will keep one original; the second will be returned to the player or the club and the third original– to the intermediary in football.

6. Disclosure and publication

1. The players and/or clubs are required to submit to FA of Moldova (see Article 3 above) the full details of any and all agreed remunerations or payments of whatsoever nature that they have made or that are to be made to an intermediary in football. In addition, players and/or clubs, upon request, with the exception of representation contract, the disclosure of which is mandatory under the provisions of Article 4 of this regulation, disclose to the competent bodies of FA of Moldova, to confederations and to FIFA, all contracts, agreements and records with intermediaries in football in connection with activities in relation to these provisions, for the purpose of their investigation. Players and/or clubs shall in particular reach agreements with intermediaries to ensure that there are no obstacles to the disclosure of the above-mentioned information and documents.

2. All the above-mentioned contracts shall be attached to the transfer agreement or the employment contract, as the case may be, for the purpose of registration of the player. Clubs or players shall ensure that in any transfer agreement or employment contract concluded with the services of an intermediary bears the name and the signature of such intermediary. If a player and/or a club have not used the services of an intermediary in football in their negotiations, the pertinent documentation lodged within the scope of the respective transaction shall contain a specific disclosure of this fact

3. FA of Moldova will make publicly available at the end of March of every calendar year, on its official website, the names of all intermediaries in football it has registered as well as the single transactions in which it was involved in the previous calendar year. In addition, FA of Moldova shall also publish the total amount of all remunerations or payments actually made to intermediaries by its registered players and by each of its affiliated clubs. The figures to be published are the consolidated total figure for all players and the individual clubs' consolidated total figure.

4. FA of Moldova may also make available to its registered players and its affiliated clubs all the information relating to transactions that have been made in breach of this Regulation which are relevant to the detected irregularities.

7. Payments to intermediaries

1. The amount of remuneration due to an intermediary who has been engaged to act on a player's behalf shall be calculated on the basis of the player's basic gross income for the entire duration of the contract.

2. Clubs that engage the services of an intermediary in football shall remunerate him by payment of a lump sum agreed prior the conclusion of the relevant transaction. If agreed, such a payment may be made in instalments.

3. While taking into account the relevant regulations of the Republic of Moldova and any mandatory provisions of Moldovan and international laws and as a recommendation, players and clubs may adopt the following benchmarks:

a) The total amount of remuneration for each transaction due to intermediaries who have been engaged to act on a player's behalf should not exceed three percent (3%) of the player's basic gross income for the entire duration of the relevant employment contract.

b) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude an employment contract with a player should not exceed three percent (3%) of the player's basic gross income for the entire duration of the relevant employment contract.

c) The total amount of remuneration per transaction due to intermediaries who have been engaged to act on a club's behalf in order to conclude a transfer agreement should not exceed three percent (3%) of the eventual transfer fee paid in connection with the relevant transfer of the player.

4. Clubs shall ensure that the payments to be made by one club to another club in connection with a transfer, such as transfer compensations, training compensations or solidarity contributions, are not paid to intermediaries and that the payment is not made by intermediaries. This includes, but is not limited to, owning any interest in any transfer compensation or future transfer value of a player. The assignment of claims is also prohibited.

5. Subject to the provisions of Articles 7 and 8 of this regulation, any payment for the services of an intermediary shall be made exclusively by the client of the intermediary to the intermediary.

6. After completion of the appropriate transaction and subject to approval by the club, the player may give his written consent to the club to pay the intermediary in football on his behalf. The payment made on player's behalf must comply with the payment agreed between the player and intermediary in football.

7. Officials, such as defined in the point 11 of Definitions section of the FIFA Statutes, are prohibited from receiving any payment from an intermediary of all or part of the fees paid to the intermediary in a transaction. Any official who violates the provisions of this paragraph shall be subject to disciplinary sanctions.

8. Players and/or clubs that engage the services of an intermediary in football when negotiating an employment contract and/or a transfer agreement are prohibited from making any payments to such an intermediary in football, if the player concerned is a minor/under-18.

8. Conflicts of interest

1. Prior to engaging the services of an intermediary in football, players and/or clubs shall use reasonable endeavors to ensure that no conflicts of interest exist or are likely to exist either for the players and/or clubs or for the intermediaries.

2. No conflict of interest would be deemed to exist if the intermediary discloses in writing any actual or potential conflict of interest he might have with one of the other parties involved in the matter, in relation to a transaction, representation contract or shared interests, and if he obtains the express written consent of all the other parties involved prior to the start of the relevant negotiations.

3. If a player and a club wish to engage the services of the same intermediary within the scope of the same transaction under the conditions established in paragraph 2 above, the player and the club concerned shall give their express written consent prior to the start of the relevant negotiations, and shall confirm in writing which party (player and/or club) will remunerate the intermediary. The parties shall inform the FA of Moldova of any such agreement and accordingly submit all the aforementioned written documents within the registration process (see Articles 3 and 4 of this Regulation).

9. Sanctions

1. FA of Moldova is responsible for the imposition of sanctions on any party under its jurisdiction and that violates the provisions of these Regulations, their statutes or regulations of FA of Moldova, UEFA or FIFA.

2. FA of Moldova is obliged to publish accordingly and inform FIFA of any disciplinary sanctions taken against any intermediary. The FIFA Disciplinary Committee will then decide on the extension of the sanction the have worldwide effect in accordance with the FIFA Disciplinary Code.

3. Disciplinary sanctions against the intermediary:

If a FA of Moldova intermediary fails to fulfill his obligations towards a player or a club under a representation contract or fails to fulfill his obligations under this regulation, FA of Moldova will be entitled to impose one or more of the following disciplinary sanctions:

- a) Reprimand
- b) Fine
- c) Suspension of intermediary status
- d) Termination of intermediary

4. Disciplinary sanctions against the player:

If a player fails to fulfill his obligations under this regulation FA of Moldova will be entitled to impose one or more of the following disciplinary sanctions:

- a) Reprimand
- b) Fine
- c) Ban

5. Disciplinary sanctions against the club:

If a club fails to fulfill his obligations under this regulation FA of Moldova will be entitled to impose one or more of the following disciplinary sanctions:

- a) Reprimand
- b) Fine

- c) Temporary ban on concluding and extending player contracts
- d) Temporary ban on national and international club transfers
- e) Exclusion from participation in national and international tournaments

10. Transitional measures

1. These provisions replace the Players' Agents Regulation of FA of Moldova and come into force on June 10th, 2015.
2. With the entry into force of this Regulation, the previous licensing system shall be abandoned and all existing licenses will lose validity with immediate effect and shall be returned to the FA of Moldova as soon as possible.

Intermediary Declaration for natural persons

First name(s):

Surname(s):

Date of birth:

Nationality/nationalities:

Full permanent address (including cellphone no., tel./fax and e-mail):

I, _____
(first name(s), surname(s) of the intermediary)

HEREBY DECLARE THE FOLLOWING:

1. I pledge to respect and comply with any mandatory provisions of Moldovan and international law, including in particular those relating to job placement when carrying out my activities as an intermediary. In addition, I agree to be bound by the statutes and regulations of FA of Moldova, associations and confederations as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an intermediary.
2. I declare that I am currently not holding any position of official, as defined in point 11 of the Definitions section of the FIFA Statute, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that I have no contractual relationship with FA of Moldova, leagues, associations, confederations or FIFA, that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that I am precluded from implying directly or indirectly, that such a contractual relationship with FA of Moldova, leagues, associations, confederations or FIFA exists in connection to my activities as an intermediary.
5. I declare pursuant to Article 7 of FA of Moldova Regulation on Working with Intermediaries, that I shall not accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.
6. I declare, pursuant to Article 7 of FA of Moldova Regulation on Working with Intermediaries, that I shall not accept any payment from any part if the player concerned is a minor/under-18.
7. I declare that I will not take part in, either directly or indirectly, or otherwise be associated with betting, lotteries, gambling and similar events or transactions connected with football matches. I acknowledge that I am forbidden to me form having stakes, either actively or passively, in companies, concerns, organizations, etc. that promote, broker, arrange or conduct such events or transactions.
8. I consent, pursuant to Article 6 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova obtaining full details of any payment of whatsoever nature made to me by a club or a player for my services as an intermediary.

9. I consent, pursuant to Article 6 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova, leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with my activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in negotiations for which I am responsible.

10. I consent, pursuant to Article 6 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova holding and processing any data for the purpose of their publication.

11. I consent, pursuant to Article 9 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova publishing details of any disciplinary sanctions taken against me and informing FIFA accordingly.

12. I am fully aware and agree that this declaration shall be made available to the members of competent bodies of FA of Moldova.

13. Remarks and observations which may have potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and I agree that FA of Moldova shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the FA of Moldova immediately.

(Place and date)

(Signature)

Intermediary Declaration for legal persons

Name of company (legal person/entity)

Address of company (including cellphone no., tel./fax, e-mail website):

Hereinafter referred to as "the company"

First name(s) and surname(s) of the individual duly authorized to represent the aforementioned Company (legal person/entity)

(N.B.: each individual acting on behalf of the company has to fill in a separate Intermediary Declaration)

I, _____
 (first name(s), surname(s) of the intermediary)
 duly authorized to represent the Company

HEREBY DECLARE THE FOLLOWING:

1. I declare that both the company I represent and that I myself shall respect any mandatory provisions of applicable Moldovan and international law, including in particular those relating to job placement when carrying out activities as an intermediary. In addition, I declare that both the company I represent and that I myself agree to be bound by the statutes and regulations of FA of Moldova, associations and confederations as well as by the Statutes and regulations of FIFA in the context of carrying out my activities as an intermediary.
2. I declare that I am currently not holding any position of official, as defined in point 11 of the Definitions section of the FIFA Statute, nor will I hold such a position in the foreseeable future.
3. I declare that I have an impeccable reputation and in particular confirm that no criminal sentence has ever been imposed upon me for a financial or violent crime.
4. I declare that neither the company I represent nor I myself have any contractual relationship with FA of Moldova, leagues, associations, confederations or FIFA that could lead to a potential conflict of interest. In case of uncertainty, any relevant contract shall be disclosed. I also acknowledge that the relevant company is precluded from implying directly or indirectly, that such a contractual relationship with FA of Moldova, leagues, associations, confederations or FIFA exists in connection to its activities as an intermediary.
5. I declare pursuant to Article 7 of FA of Moldova Regulation on Working with Intermediaries, that neither the company I represent nor I myself shall accept any payment to be made by one club to another club in connection with a transfer, such as transfer compensation, training compensation or solidarity contributions.
6. I declare, pursuant to Article 7 of FA of Moldova Regulation on Working with Intermediaries, that neither the company I represent nor I myself shall accept any payment from any part if the player concerned is a minor/under-18.

7. I declare that neither the company I represent nor I myself shall take part in, either directly or indirectly, or otherwise be associated with betting, lotteries, gambling and similar events or transactions connected with football matches. I acknowledge that both the company I represent and I myself are forbidden from having stakes, either actively or passively, in companies, concerns, organizations, etc. that promote, broker, arrange or conduct such events or transactions.

8. On behalf of the company I represent, I consent, pursuant to Article 6 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova, obtaining full details of any payment of whatsoever nature made to the company by a club or a player for its services as an intermediary.

9. On behalf of the company I represent, I consent, pursuant to Article 6 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova, leagues, associations, confederations or FIFA obtaining, if necessary, for the purpose of their investigations, all contracts, agreements and records in connection with the activities as an intermediary. Equally, I consent to the aforementioned bodies also obtaining any other relevant documentation from any other party advising, facilitating or taking any active part in negotiations for which I am responsible.

10. On behalf of the company I represent, I consent, pursuant to Article 6 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova holding and processing any data for the purpose of their publication.

11. On behalf of the company I represent, I consent, pursuant to Article 9 of FA of Moldova Regulation on Working with Intermediaries, to FA of Moldova publishing and informing Fifa on any disciplinary sanctions taken against the company I represent.

12. I am fully aware and agree that this declaration shall be made available to the members of competent bodies of FA of Moldova.

13. Remarks and observations which may have potential relevance:

I make this declaration in good faith, the truth of which is based on the information and materials currently available to me, and I agree that FA of Moldova shall be entitled to undertake such checks as may be necessary to verify the information contained in this declaration. I also acknowledge that, having submitted this declaration, in the event that any of the above-mentioned information changes, I must notify the FA of Moldova immediately.

(Place and date)

(Signature)

Representation Contract (player representation)

between

intermediary's full name_____
Civil reg.no_____
intermediary company's full name, if applicable_____
no. from the Companies State Register, if applicable_____
business address_____
ZIP code, town, country

(the "Intermediary")

and

Full name_____
Civil reg.no_____
address_____
ZIP code, town, country

(the "Player")

Please tick the relevant box below

The intermediary is a **sole trader** and the fee is payable to the Intermediary personally

The intermediary is a **company** and the fee is payable to the company.

1. Introductory provisions

- 1.1. This Contract governs the Intermediary's activity as the Player's representative. Only the Intermediary himself may conduct intermediary activity (i.e. representing and safeguarding the Player's interests in the negotiation and conclusion of a player contract) under this Contract, and such services must therefore not be provided by the Intermediary's employees.
- 1.2. The Intermediary in football complies with FA of Moldova Regulation on Working with Intermediaries in football approved by the FA of Moldova and the rights enjoyed by the Intermediary and the obligations imposed on the Player under this Contract will not be better or more onerous, respectively, than those following from such Regulations.
- 1.3. This Contract cannot be entered into by players under the age of 15. For players between 15-18 years, the Contract must be accepted by at least one of the Player's guardians.

2. Registration

- 2.1 Intermediary confirms that he is registered with FA of Moldova and he undertakes to maintain such registration throughout the term of this Contract. This Contract will terminate without notice if the Intermediary is no longer a FA of Moldova registered intermediary for whatever reason.

3. Terms and termination

- 3.1 This Contract commences on _____ and will be in force until and including _____, when it will be terminated without notice. The maximum term of this Contract is 24 months from commencement. Any renewal of this Contract agreed by the parties must be in the form of a new representation contract concluded in writing and then submitted to FA of Moldova.
- 3.2 During the term under clause 3.1, this Contract will be (please tick the relevant box):
- Terminable and may be terminated by any of the parties giving _____ months' written notice to expire on the last day of a month..
 - Non-terminable.
- 3.3 A representation contract with a player over the age of 15, but under the age of 18, cannot be non-terminable and must always be terminable at a maximum of 3 months' notice to expire on the last day of a month.

4. Remuneration

- 4.1 The Intermediary is only entitled to remuneration in relation to a player contract entered into with the assistance of the Intermediary.
- 4.2 The intermediary in football will receive (please tick the relevant box):
- A fee of 3% of the Player's gross basic income¹ during of the term of the Player contract (recommended).

¹ The player's gross basic income is based on the player's fixed salary plus any sign-on fees, stay-on fees and sign-off fees, as well as other one-off amounts agreed by the club and the player on signing of the player contract to be payable to the player by the club on one or more specified dates, e.g. on commencement, on one or more later dates during the term of the contract or on expiry. The player's gross basic income does not include individual or collective bonuses, prizes, or the value of fully or partly free benefit such as

- A fee of _____% of the Player's gross basic income during the term of the player contract.

If the parties agree to fix an upper limit for the Intermediary's fee, please specify the maximum amount here: _____.

4.3 The Intermediary's fee under clause 4.2 will fall due for payment as follows (please tick one box only and specify, if necessary):

- Concurrently with the Player being paid the remuneration-triggering amount(s) by the club with which the Intermediary has negotiated the player contract.
- Other arrangements:

4.4 The Intermediary's fee may only be paid by the Player having retained his services and not by any other parties. Whatever the arrangements between the parties involved, the Intermediary must consequently, without exception, invoice the Player for his full fee and provide the Player with documentation of the amount of the fee and its payment. If the parties have agreed that the receiving club will pay the Intermediary's fee on behalf of the Player, the fee must consequently, without exception, be paid by set-off against the pay which the Player is entitled to receive from the club under the player contract and must be stated in pay slips, etc.

4.5 If the club or the Player wish to be represented by the same Intermediary in the same transaction, and if the conditions in the DBU Regulations Governing Intermediaries in force from time to time are fulfilled, the provision in clause 4.4 will only apply to the portion of the Intermediary's remuneration which is payable by the Player.

5. Scope of authority

5.1 The Intermediary's authority to safeguard the Player's interests has been delimited to services aimed at obtaining employment for the Player as a professional football player in the following (please tick either or both boxes):

- Countries _____
- Clubs _____

5.2 The Intermediary's authority in accordance with clause 5.1. is:

- Exclusive with regard to _____.
- Non-exclusive with regard to _____.

5.3 The Intermediary's authority is limited in time, see clause 3 above.

5.4 The Intermediary is not authorized under this Contract to enter into any agreements on behalf of the Player or commit the Player to any other binding contractual relationship. All agreements are subject to the Player's final and express approval and personal signature.

6. The Intermediary's obligations

6.1 The Intermediary undertakes to safeguard the Player's interests during the term of this Contract. The Intermediary further undertakes not to safeguard any other interests that may conflict with the Player's interests as described herein. This means among other things that, in connection with negotiations for the Player's employment

- with or transfer to a given club, the Intermediary is not allowed to have a representation contract, a co-operation agreement or shared interests with any of the other parties involved in the employment or transfer or with any intermediary representing such party.
- 6.2 However, Such representation contract, co-operation agreement or shared interests with any of the other parties involved in the employment or transfer is allowed, however, if the Intermediary gives prior written notice to all parties involved of any potential or actual conflict of interest which the Intermediary may have with one or more of the parties involved, and if the Intermediary obtains the express written consent of all parties involved before such negotiations are commenced.
- 6.3 If the Player or the club wishes to be represented by the same intermediary in relation to the negotiation and conclusion of a player contract or a transfer agreement, and if the conditions in clause 6.2 are fulfilled, the Player and the club must agree in writing whether the Intermediary's fee will be paid by the Player or the club or any combination of the two. The parties must immediately submit their written consent and such written agreement about the fee to FA of Moldova for purposes of the registration process.
- 6.4 The Intermediary undertakes to take on assignments only to the extent that the Intermediary is able to perform the relevant services effectively and efficiently.
- 6.5 The Intermediary undertakes to comply with the rules and regulations issued by FA of Moldova, UEFA and FIFA. The Intermediary further undertakes to comply with public law legislation on job placement and any other relevant mandatory legislation.
- 6.6 The Intermediary undertakes to continually keep account of all remuneration received and during the period from January 1st – February 14th, to notify FA of Moldova of the total consolidated amount of remuneration earned by the Intermediary during the preceding calendar year under this Contract.

7. The Player's obligations

- 7.1 A player who has retained the services of the Intermediary under this Contract is responsible for ensuring that all 3 originals of this Contract are received for registration by FA of Moldova.
- 7.2 If a player contract is to be renegotiated and the Player has concluded a new contract with the Intermediary for this purpose, the Player must ensure that the new representation contract is submitted to FA of Moldova in accordance with clause 7.1.
- 7.3 The Player undertakes to notify the Intermediary of any offer or inquiry received by the Player from any club or person affiliated with a club that falls within the scope of the Intermediary's authority, see clause 5.
- 7.4 If the Intermediary's authority under clause 5 is fully or partly exclusive, the Player undertakes not to contract with other intermediaries contrary to the exclusivity agreed.
- 7.5 The Player undertakes to participate in all meetings in Moldova which are set up by the Intermediary and must be regarded as reasonable under this Contract.

8. Other agreements

8.1 Any special agreements or arrangements between the parties in supplement to this Contract, including concerning any payment or remuneration, must comply with the principles stated in the regulations governing intermediaries issued by FA of Moldova and/or FIFA from time to time and must be enclosed with this Contract and submitted to FA of Moldova for registration together with this Contract or, if such special agreements or arrangements are concluded subsequently, reach FA of Moldova no later than 5 workdays after their signing.

9. Amendment of and additions to the Contract

9.1 Any amendment of and additions to this Contract must be in writing and submitted to FA of Moldova for registration in accordance with clause 8.1 in order to be effective.

10. Confidentiality

10.1 This Contract is a confidential document between the parties, and neither party is entitled to disclose its contents to third parties without the other party's express consent.

11. Governing law

11.1 This Contract must be interpreted and construed in accordance with Moldovan law.

12. Disciplinary Complaints

12.1 The parties hereby accept and agree to be bound by the provisions on complaints of the Regulation on Working with Intermediaries approved by FA of Moldova and/or FIFA.

13. Signature and submission for registration

13.1 This Contract is signed in 3 originals, and after submission for registration with FA of Moldova, the following parties will each receive one:

- 1. FA of Moldova
- 2. The Intermediary
- 3. The Player

Date Intermediary in football (stamp and signature)

Date Player

Date Guardian (if the player is under the age of 18)

Confirmation of receipt of the Contract:

Date FA of Moldova (stamp and signature)

Representation Contract (club representation)

between

intermediary's full name_____
civil reg. no._____
Intermediary company's full name, if applicable_____
no. from the Companies State Register, if applicable_____
business address_____
ZIP code, town, country

(the "Intermediar")

and

Full name (according to the Statute)_____
no. from the Companies State Register_____
address_____
ZIP code, town, country

(the "Club")

Please tick the relevant box below

The intermediary is a **sole trader** and the fee is payable to the Intermediary personally

The intermediary is a **company** and the fee is payable to the company.

1. Introductory provisions

- 1.1. This This Contract governs the Intermediary's activity as the Player's representative. Only the Intermediary himself may conduct intermediary activity (i.e. representing and safeguarding the Player's interests in the negotiation and conclusion of a player contract) under this Contract, and such services must therefore not be provided by the Intermediary's employees.
- 1.2. The Intermediary in football complies with FA of Moldova Regulation on Working with Intermediaries and the rights enjoyed by the Intermediary and the obligations imposed on the Club under this Contract will not be better or more onerous, respectively, than those following from such Regulations.

2. Registration

- 2.1 Intermediary confirms that he is registered with FA of Moldova and he undertakes to maintain such registration throughout the term of this Contract. This Contract will terminate without notice if the Intermediary is no longer a FA of Moldova registered intermediary for whatever reason.

3. Terms and termination

- 3.1 This Contract commences on _____ and will be in force until and including _____, when it will be terminated without notice. The maximum term of this Contract is 24 months from commencement. Any renewal of this Contract agreed by the parties must be in the form of a new representation contract concluded in writing and then submitted to FA of Moldova.
- 3.2 During the term under clause 3.1, this Contract will be (please tick the relevant box):
- Terminable and may be terminated by any of the parties giving _____ months' written notice to expire on the last day of a month..
 - Non-terminable.
- 3.3 A representation contract with a player over the age of 15, but under the age of 18, cannot be non-terminable and must always be terminable at a maximum of 3 months' notice to expire on the last day of a month.

4. Remuneration

- 4.1 The Intermediary will receive a lump sum of _____ (specify exact amount and currency) for conclusion/extension of contracts, a maximum of 3% of the player's gross basic income² during the term of the player contract is recommended and for transfer agreements, a maximum of 3% of the total transfer sum is recommended). The fee falls due for payment on _____.
- 4.2 The Intermediary's fee may only be paid by the Club having retained his services and not by any other parties. Whatever the arrangements between the parties involved, the Intermediary must consequently, without exception, invoice the Club for his full fee.

² The player's gross basic income is based on the player's fixed salary plus any sign-on fees, stay-on fees and sign-off fees, as well as other one-off amounts agreed by the club and the player on signing of the player contract to be payable to the player by the club on one or more specified dates, e.g. on commencement, on one or more later dates during the term of the contract or on expiry. The player's gross basic income does not include individual or collective bonuses, prizes, or the value of fully or partly free benefit such as accommodation, car, travelling, relocation, insurances, telephone, IT, food, subsistence allowances, etc. or any contributions paid to such benefits.

5. Scope of authority

5.1 The Intermediary's authority under this Contract is:

- Exclusive with regard to _____.
- Non-exclusive with regard to _____.

5.2 The Intermediary's authority is limited in time, see clause 3 above.

5.3 The Intermediary is not authorized under this Contract to enter into any agreements on behalf of the Player or commit the Club to any other binding contractual relationship. All agreements are subject to the Club's final and express approval and binding signature.

6. The Intermediary's obligations

6.1 The Intermediary undertakes to safeguard the Club's interests during the term of this Contract. The Intermediary further undertakes not to safeguard any other interests that may conflict with the Club's interests as described herein. This means among other things that, in connection with negotiations for the Club's employment with or transfer to a given club, the Intermediary is not allowed to have a representation contract, a co-operation agreement or shared interests with any of the other parties involved in the employment or transfer or with any intermediary representing such party.

6.2 However, Such representation contract, co-operation agreement or shared interests with any of the other parties involved in the employment or transfer is allowed, however, if the Intermediary gives prior written notice to all parties involved of any potential or actual conflict of interest which the Intermediary may have with one or more of the parties involved, and if the Intermediary obtains the express written consent of all parties involved before such negotiations are commenced.

6.3 If the Club or the player wishes to be represented by the same intermediary in relation to the negotiation and conclusion of a player contract or a transfer agreement, and if the conditions in clause 6.2 are fulfilled, the Club and the player must agree in writing whether the Intermediary's fee will be paid by the Club or the player or any combination of the two. The parties must immediately submit their written consent and such written agreement about the fee to FA of Moldova for purposes of the registration process.

6.4 The Intermediary undertakes to take on assignments only to the extent that the Intermediary is able to perform the relevant services effectively and efficiently.

6.5 The Intermediary undertakes to comply with the rules and regulations issued by FA of Moldova, UEFA and FIFA. The Intermediary further undertakes to comply with public law legislation on job placement and any other relevant mandatory legislation.

6.6 The Intermediary undertakes to continually keep account of all remuneration received and during the period from January 1st – February 14th, to notify FA of Moldova of the total consolidated amount of remuneration earned by the Intermediary during the preceding calendar year under this Contract.

7. The Club's obligations

7.1 A club who has retained the services of the Intermediary under this Contract is responsible for ensuring that all 3 originals of this Contract are received for registration by FA of Moldova.

7.2 If a player contract and/or transfer agreement is to be renegotiated and the Club has concluded a new contract with the Intermediary for this purpose, the Club must ensure that the new representation contract is submitted to FA of Moldova in accordance with clause 7.1.

7.3 If the Intermediary's authority under clause 5 is fully or partly exclusive, the Club undertakes not to contract with other intermediaries contrary to the exclusivity agreed.

7.4 The Club undertakes to participate in all meetings in Moldova which are set up by the Intermediary and must be regarded as reasonable under this Contract.

8. Other agreements

8.1 Any special agreements or arrangements between the parties in supplement to this Contract, including concerning any payment or remuneration, must comply with the principles stated in the regulations governing intermediaries issued by FA of Moldova and/or FIFA from time to time and must be enclosed with this Contract and submitted to FA of Moldova for registration together with this Contract or, if such special agreements or arrangements are concluded subsequently, reach FA of Moldova no later than 5 workdays after their signing.

9. Amendment of and additions to the Contract

9.1 Any amendment of and additions to this Contract must be in writing and submitted to FA of Moldova for registration in accordance with clause 8.1 in order to be effective.

10. Confidentiality

10.1 This Contract is a confidential document between the parties, and neither party is entitled to disclose its contents to third parties without the other party's express consent.

11. Governing law

11.1 This Contract must be interpreted and construed in accordance with Moldovan law.

12. Disciplinary Complaints

12.1 The parties hereby accept and agree to be bound by the provisions on complaints of the Regulation on Working with Intermediaries approved by FA of Moldova and/or FIFA.

13. Signature and submission for registration

13.1 This Contract is signed in 3 originals, and after submission for registration with FA of Moldova, the following parties will each receive one:

1. FA of Moldova
2. The Intermediary
3. The Club

Date Intermediary in football (stamp and signature)

Date Club (stamp and signature)

Confirmation of receipt of the Contract:

Date FA of Moldova (stamp and signature)