

On signature:

- signed originals to Club
- signed originals to Player
- signed copy to G7

STANDARD PLAYER CONTRACT

BETWEEN

1
2
3

(hereinafter called "CLUB")

and

4
5
6

(hereinafter called "PLAYER")

For the period

_____ to _____

The player is a citizen of

¹ Full official (legal) name of CLUB

² Official company number in order to identify the CLUB in public registry

³ Official address of head office of CLUB

⁴ Full name in accordance with name in passport

⁵ Address and postcode as documented from identity card etc.

⁶ Personal identity number (if applicable in home country)

Tick whichever of the following alternatives applies:

- Article 10 shall not apply as this is an employment contract
- Article 10 shall apply as this is a service contract.

PREAMBLE AND DEFINITIONS:

§ 1.

- 1.1 CLUB is an organisation existing under the laws of [⁷]. The main purpose of the CLUB is to organize and manage teams within e-sport in particular within online computer gaming.
- 1.2 PLAYER wants to participate in e-sport activities on a professional basis.
- 1.3 PLAYER wants to make a living as professional e-sport participate.
- 1.4 PLAYER does not have any obligation towards another e-sport club and/or team and is free to enter into this Contract. If the Player is transferred from another club this will be regulated in 1.5.
- 1.5 If PLAYER is transferred from another club it is the sole responsibility of the CLUB to clear the transfer with the PLAYERS former club.
- 1.6 PLAYER acknowledges that revenue from sponsors is an important part of the e-sport activities and that PLAYER has to support the sponsors as called for in this contract in order for the CLUB to succeed financially.
- 1.7 The purpose of the Contract is to set out the obligations and right of the CLUB and PLAYER allowing the CLUB to run e-sports business and allowing PLAYER to earn money from participating in e-sport.
- 1.8 For the purpose of this contract "e-sports" shall mean: "Any competitive gaming activity which is conducted through the use of a computer/gaming device in an organised way".
- 1.9 For the purpose of this contract "team" shall mean: "one or more players playing together in the same e-sport activity and competing as a team against other teams".
- 1.10 For the purpose of this contract "week" shall mean: Monday to Friday.

E-sport activities:

§ 2.

- 2.1 PLAYER shall while representing the CLUB participate in the following e-sport activities: [⁸]

The e-sport activities are to be:

- full-time job for PLAYER.
- part time job for PLAYER and PLAYER shall be allowed to undertake the fol-

⁷ The country where the Club is incorporated or where it has its main office.

lowing activities besides playing for the CLUB:

- 2.2 All awards/titles/achievements/trophies of any kind won by PLAYER/the PLAYERS team are the property of the CLUB. PLAYER shall be entitled to keep any individual trophy.

PLAYERS obligations:

§ 3.

- 3.1 PLAYER shall throughout the term of the Contract show absolute loyalty towards the CLUB/the teams he participates in.
- 3.2 PLAYER shall participate in training sessions and training camps according to the Clubs instructions/agreements within the teams PLAYER is part of.
- 3.3 PLAYER shall submit to any decisions taken by his team leader/CLUB management concerning the composition of a team.
- 3.4 PLAYER shall not – after signing this contract – engage in e-sports activities outside the scope of this contract.
- 3.5 PLAYER shall participate in matches/tournaments according to the Clubs instructions.
- 3.6 PLAYER shall spend as a minimum [] hours per week on training and [] hours per week on matches.
- 3.7 PLAYER shall be allowed to take [] weeks off during a calendar year during which PLAYER is free from training and free from playing matches. The weeks shall be agreed with the CLUB and shall be planned at least 3 months in advance.
- 3.8 PLAYER must use any equipment provided by the CLUB including but not limited to computer equipment, software, voice-communication (head sets), internet-connection etc.
- 3.9 To the extent the CLUB does not provide equipment necessary for playing PLAYER shall at his own expense provide any necessary equipment in order to perform his obligation as a professional gaming player.
- 3.10 PLAYER shall make sure he is in good psychical shape and that he is living a healthy life. If the Club has issued guidelines on how to live a healthy life PLAYER is obliged to follow said guidelines.
- 3.11 PLAYER shall participate in game conferences, game fairs and/or events according to the Clubs instructions given a fair warning. If PLAYER cannot participate due to exams or other similar excuses PLAYER shall inform the CLUB at least 2 months in advance.
- 3.12 PLAYER shall participate in any sponsor event according to the CLUBS instruction it being on- or offline including but not limited to interviews, TV-appearance, endorsement of sponsor product, appearance in advertising for a sponsor unless the reasons for not participating in 3.11 applies.
- 3.13 PLAYER shall in all public appearance use CLUB/team clothing and equipment.
- 3.14 PLAYER accepts that he is a role model and therefore he shall not consume alcohol in public, or use drugs either in private or in public or engage in other activities which constitute

⁸ Describe the types of e-games that the player shall participate in.

a violation of criminal laws in the countries where PLAYER is domiciled or is acting on behalf of the CLUB.

- 3.15 Nor shall PLAYER engage in activities that will jeopardize or are likely to jeopardize his image as a role model.
- 3.16 PLAYER shall in all public appearance use and promote sponsored products/services and shall observe clause 3.18 at all times.
- 3.17 PLAYER shall use and promote products produced by sponsors even if the PLAYER is not actually involved in promoting a product/service.
- 3.18 PLAYER shall throughout the term of this contract not use goods and/or services which compete with goods/services provided by the CLUBS sponsors including but not limited to: mouse pads, headset/head phone, teflon/glides, monitors, computers, game machines, mice, cloth, soft drinks, magazines and food.
- 3.19 PLAYER shall allow the CLUB – without special payment to PLAYER – to give the CLUB/team sponsor(s) permission to use PLAYER’s image for advertising purposes with or without mentioning PLAYER’s name. This shall not apply to products that are in direct conflict with PLAYER’s religion.
- 3.20 PLAYER shall after the end of the duration of this Agreement allow the CLUB to distribute and/or promote products produced prior to the end of the Agreement including/showing/displaying the name and/or image of the PLAYER.
- 3.21 PLAYER shall inform the CLUB immediately if PLAYER due to illness is unable to train/play matches and or appear for the CLUB. The information to the CLUB shall include the nature of illness, the expected duration and in case the absence exceeds 4 days the CLUB shall receive a statement from a doctor evidencing that PLAYER is in fact ill and the expected recovery.
- 3.22 If the absence exceeds 2 weeks PLAYER shall be under an obligation to allow himself/herself to be treated by a doctor/specialist assigned by the CLUB provided that the CLUB pays the full cost of the treatment less any public payments that PLAYER may be entitled to.
- 3.23 PLAYER shall not in an unfair manner use any non-standard, 3rd party programs and/or in-game enabled tools to improve game play in an unfair manner. Nor shall PLAYER use any software including game software which has been obtained by infringing the intellectual property rights of the publisher of the software in question.
- 3.24 PLAYER shall at all times observe fair play and respect the rules of the e-sports activities conducted by PLAYER.
- 3.25 PLAYER may only have personal sponsors if the CLUB has given its prior written permission.

The CLUB’s obligations

§ 4.

- 4.1 The CLUB shall throughout the term of this contract show absolute loyalty towards PLAYER.
- 4.2 The CLUB shall promote PLAYER and the team(s) he is playing in.
- 4.3 The CLUB shall pay PLAYER:

- 4.4 Compensation: ⁹
- 4.5 Bonus: ¹⁰
- 4.6 Personal benefits: ¹¹
- 4.7 Prize money: ¹²
- 4.8 Unless otherwise agreed the compensation and other monies to the PLAYER shall be paid out by the CLUB in monthly payments with 1/12 of the agreed yearly amount.
- 4.9 The compensation (and other monies) shall be paid out in EURO to a bank account designated by PLAYER. PLAYER shall pay any and all transaction costs and exchange fees.
- 4.10 The compensation (and other monies) is the gross amount to be paid to PLAYER including pension, social contribution and any other amount levied on compensations.
- 4.11 PLAYER shall report and pay any local taxes levied on the compensation. The CLUB shall be entitled to withhold and report any local taxes in the country where PLAYER is domiciled or any other country where PLAYER has become tax liable.
- 4.12 The CLUB shall be entitled to withhold or reduce any payments to the PLAYER if the CLUB has rendered the PLAYER a 1,5 month notice that PLAYER is not performing at all (becoming inactive) or performing substantial below the normal level.
- 4.13 The CLUB shall make it possible for PLAYER/the team he is playing for to participate in online tournaments and matches with relevant opponents and exposure by paying fees or taking other relevant measures to make participation possible.
- 4.14 The CLUB shall make it possible for PLAYER/the team he is playing for to participate in on site tournaments and matches with relevant opponents and exposure by paying fees and taking other relevant measure to make participation possible. PLAYER shall bear the risk of not being able to get visa or other necessary travelling documents.
- 4.15 The CLUB shall distribute any prize money won by PLAYER or the team he is playing for among the players in equal shares less the share that the CLUB is entitled to unless otherwise agreed.
- 4.16 The CLUB shall be entitled to keep all sponsor money received from CLUB sponsors.
- 4.17 The CLUB shall assist PLAYER in getting the best possible deal on an internet connection where PLAYER is domiciled but PLAYER shall at all time pay for his own Internet connection unless otherwise agreed.
- 4.18 The CLUB shall pay PLAYERS expenses for travelling, accommodation and living costs if and when PLAYER is travelling on behalf of the CLUB unless otherwise agreed. The level of payment is set out in the expense policy of the CLUB.
- 4.19 If the PLAYER accepts to use own money to pay for expenses mentioned in 4.18 reim-

⁹ Here should the basic payment to the Player be stated.

¹⁰ If no bonus state N/A – otherwise be sure to state bonus events, whether bonus in monthly, annually etc. and the amount of bonus.

¹¹ Tax treatment not regulated. Examples of benefits: Free Internet connection, free computer, upgrade in travel and accommodation, free magazines, mobile phone, paid mobile phone. Make sure that it is clearly stated that the Player shall return any goods upon termination of contract.

¹² Split in prize money should be clearly stated. If player shall receive more or less than is part of prize money won this should be stated.

bursments shall take place as soon as the PLAYER presents the CLUB with a valid invoice/receipt. No reimbursement can be claimed more than 30 days after the expenses has been paid by PLAYER.

- 4.20 The CLUB is only committed to furnish PLAYER with gaming equipment if the equipment is sponsored but shall at its own discretion be entitled to furnish PLAYER with any sort of gaming equipment.
- 4.21 The CLUB shall have an obligation to secure that the PLAYER can represent any national team at least 7 week a year including practise session. Any representation on national teams shall be announced to the CLUB at least 3 month in advanced. If the CLUB has a significant interest in the PLAYER playing for the CLUB the CLUB can reduce the time of availability of the PLAYER of the national team.

TRANSFER

§ 5.

- 5.1 The CLUB shall be entitled to negotiate a transfer of PLAYER to another club against a transfer fee.
- 5.2 PLAYER can request to be transferred to another club before the term of this contract expires. If the CLUB agrees to transfer PLAYER the CLUB shall be entitled to a transfer fee per year left of the term of the Contract.

NEGATIVE COMPENSATION:

§ 6.

- 6.1 PLAYER shall pay a compensation to the CLUB in the following events:
- 6.1.1 Failure on part of PLAYER to participate in training, matches and/or sponsor activities without due reason.
- 6.1.2 PLAYER acts disloyal against the CLUB or the teams/other team members.
- 6.1.3 The level of the compensation to be paid shall be decided by the CLUB management. The compensation shall as a minimum amount to [¹³] EURO per day and to a maximum of [¹⁴] EURO per day the failure on part of PLAYER has existed.
- 6.1.4 Failure on part of PLAYER to comply with 3.14 shall trigger payment of a compensation equals two months of compensation paid by the CLUB according to clause 4. If repeated the CLUB shall be entitled to terminate the contract without warning and without any further payments to PLAYER.
- 6.2 The compensation to the CLUB shall be deducted from the monthly compensation paid by the CLUB or any other payments due to PLAYER.

¹³ Minimum amount in EURO
¹⁴ Maximum amount in EURO

CONFIDENTIAL:

§ 7.

- 7.1 PLAYER shall at all times also after termination of the Contract keep any and all information received from sponsors strictly confidential.
- 7.2 For the duration of the contract and for a 2-years period after the termination of the contract PLAYER shall not speak in a negative manner about sponsors and/or there products.
- 7.3 PLAYER shall restrain from saying or writing anything negative about the CLUB or PLAYER's team during the term of this contract and for a period of 5 years after the contract has terminated.
- 7.4 PLAYER shall never be entitled to use any information about the CLUB that is not public known in interviews or books or on the Internet or in any other form likely to be distributed to the public.
- 7.5 PLAYER may only – during the term of this contract - give interviews with the prior written approval of the CLUB. The CLUB shall have the right to be present during the interview.
- 7.6 The CLUB shall not be allowed to state anything negative about PLAYER or use personal information about PLAYER in any public announcement unless PLAYER has given his written permission or unless it is necessary to protect the reputation of the CLUB.

DURATION/TERMINATION

§ 8.

- 8.1 This contract comes into force on [¹⁵] and shall expire on [¹⁶] unless it is prolonged by mutual agreement.
- 8.2 During the term of this contract it cannot be terminated by either party unless provided for in this contract.

§ 9

INDEPENDENT CONTRACTORS

- 9.1 It is expressly agreed that the CLUB and PLAYER are acting hereunder as independent contractors, and under no circumstances shall any employees of one party be deemed the employees of the other for any purpose. This Contract shall not be construed as authority for either party to act for the other party in any agency or other capacity or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes expressly provided for herein.

OTHERS:

§ 10.

- 10.1 If any provisions or part of any provisions of this Contract is determined by a court or a body of competent jurisdiction or by the below Tribunal to be invalid or unenforceable, such

¹⁵ Date of first service/working day.

determination shall not affect the validity or enforceability of any other part or provision of this Contract.

- 10.2 If this Contract is signed on behalf of a minor PLAYER the person signing has – under domestic law – the full and legal capacity to sign on behalf of the minor and the person signing the Contract has obtained acceptance from PLAYER to sign and the person signing has explained – in detail – the consequences of this Contract to PLAYER.
- 10.3 The minor PLAYER accepts and acknowledges that he will have to resign this Contract when he – under domestic law – is no longer a minor and has obtained power to sign for himself. Unless otherwise stated under domestic law the minor will have to resign this contract when he has reached the age of 18.

CHOICE OF LAW and VENUE:

§ 11.

- 11.1 This contract is regulated by international principals of bono and equity and by international principles applying in major sport disciplines.
- 11.2 PLAYER waiver to the extent possible any protection under his domestic national law protecting employees.
- 11.3 In the event of a dispute between the parties the dispute shall be settled by negotiations. If negotiations have not settled the dispute with one month each party may request mediations. If mediation has not settled the dispute within 2 months after the request has been made each party may refer the dispute to arbitration.
- 11.4 The mediator shall be appointed by CAS – the Court of Arbitration for Sport and the rules of said body on mediation shall be applied.
- 11.5 The cost for the mediation shall be paid equally by PLAYER and the CLUB.
- 11.6 The arbitration shall be conducted by a single arbitrator according to the ICC rules. The arbitrator shall be appointed by the ICC unless appointment can be made by the Court of Arbitration for Sport.
- 11.7 The arbitrator shall apply international principals of bono and equity and shall use principles form other international sports games such as football when deciding the dispute at hand. The case law of the Court of Arbitration for Sport shall apply where applicable.
- 11.8 When deciding the case the arbitrator shall take into consideration the expectations of the parties and the stage of development of e-sport when the contract was entered into.
- 11.9 An award should be rendered no later than 12 month after the tribunal has been established.
- 11.10 The cost for arbitration shall be shared equally by PLAYER and the CLUB regardless of the outcome of the award.
- 11.11 English shall be the official language of this Contract and of the dispute and any negotiation and dispute resolution shall be conducted in the English language.

¹⁶ Date of last service/working day

Signature:

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