



GENERAL CONTRACT TERMS (GCT) TO THE EMPLOYMENT CONTRACT FOR NON-AMATEUR PLAYERS OF CLUBS OF THE SWISS FOOTBALL ASSOCIATION

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Preamble

These general contract terms (GCT) together with the employment contract for non-amateur players of clubs in the Swiss Football Association govern the relationship between the club as an employer and the player as an employee.

The club is a member of the Swiss Football Association (SFA) and is thus entitled to take part with its teams in the championship and cup competitions organised under the patronage of the SFA.

In order to take part in these competitions, the player requires a qualification by the competent authority of the SFA (non-amateurs of the First League and the Amateur League) or the Swiss Football League (non-amateurs of clubs of the SFL) respectively. According to its statutes, the SFA's object is to propagate, among other things, the sport of football in Switzerland. In order to achieve this object, it and its divisions SFL, First League and Amateur League are both obliged and authorised to regulate objectively and, if necessary, restrict or ban the participation of clubs or players (especially on disciplinary or qualification-related grounds) in competitions.

The parties are aware of their dependence on the SFA and the competent divisions as the organiser of football in Switzerland and the associated sporting competitions.

The masculine form of designations referring to natural persons (such as "player") encompasses men and women. The feminine form is omitted for the benefit of legibility.

1. Components of the contract and reservation of the right to make changes

Article 1

1. These general contract terms (GCT) to the employment contract for non-amateur players of clubs in the Swiss Football Association (hereinafter referred to as the "GCT") are integral components of the employment contract for non-amateur players of clubs in the Swiss Football Association (hereinafter referred to as the "employment contract").
2. Subject to the following clause of this article and the additional supplementary and amendment reservations (grey text boxes) in the text of the employment contract, the wording of the employment contract and the GCT may neither be amended nor supplemented. Additions or amendments to the GCT are only valid insofar as they affect one of the provisions listed in the following clause of this article and are listed according to their wording in Art. 9 of the employment contract.
3. If the Club's first team participates in the championships of the Promotion League, 1st League or the 2nd League interregional, the following provisions are of an optional nature and can be amended or deleted: Art. 5 (Accessory gainful activity), Art. 7 (Maintenance and improvement of physical capabilities), Art. 17 (Sports gear and outdoor clothing), Art. 27 (Medical infrastructure / education) and Art. 28 (Sports gear and clothing provided).
4. In the case of the promotion of the Club's first team into the Challenge League, the aforementioned provisions shall once again be of an imperative nature and any possible amendments or deletions shall be due by 01 July of the year concerned.



2. Duration and end of the contract

Article 2 Duration of the contract

1. The duration of the contract is regulated in Art. 2 of the employment contract.
2. For non-amateur underage players, the duration of the contract shall not exceed three years (cf. Art. 18 para. 2 of FIFA Regulations on the Status and Transfers of Players).

Article 3 Termination of the contract with just cause

1. In compliance with the principle that no one may benefit from his own wrongful conduct, either of the parties may terminate the contract without notice at any time for just cause (Art. 337 para. 1 CO).
2. In particular, the following shall be considered as just causes:
 - › the legally valid non-issuance or withdrawal of the player's qualification;
 - › the fact that the player no longer satisfies the legal requirements for the gainful employment or the stay of foreigners in Switzerland;
 - › the gross or repeated violation of this present employment contract or of the statutes and regulations of the SFA or the competent divisions of the SFA;
 - › the relegation into a division in which no non-amateur players can be deployed;
3. The parties may add additional just causes in Art. 3 of the employment contract, such as a) the relegation of the club, b) the legally valid non issuance of a licence to the club or the legally valid withdrawal of the licence to the club, c) the legally valid suspension of the player, due to his own wrongful conduct, for a duration of three months or more, pronounced for official games under the patronage of the SFA by the competent sports authorities.
4. The party terminating the contract for a just cause must substantiate the termination if the other side demands this after the termination
5. If the other side does not dispute the existence of a just cause in writing and with a brief statement of reasons with a period of 10 days after receipt of the notice of termination, it shall be assumed that it accepts the notice of termination.

Article 4 Instant termination of the contract without just cause

1. If one of the parties terminates the contract instantly without just cause, the compensation consequences will be subject to the law (Art. 337c or Art. 337d CO) taking account of the provisions of SFA Regulations on the status of non-amateurs and Art. 17 of FIFA Regulations on the Status and Transfers of Players.
2. Any disciplinary measures will be subject to SFA Regulations on the status of non-amateurs.



3. Obligations of the player

Article 5 Accessory gainful activity

1. With the exception of professional apprenticeship, the player will not carry on any other gainful activity without the club's prior written consent. Any subsequent change in the player's accessory gainful activity is also subject to the club's written approval.
2. The club may refuse his consent only if the accessory gainful activity envisaged does not allow the player to perform correctly the obligations deriving from the employment contract.

Article 6 Training and matches

For the entire duration of the employment contract, the player is at the disposal of the club and undertakes to:

- › take part in all matches, training sessions, training camps, meetings and assemblies, be it as an individual or as part of a club team which may deploy non-amateurs in accordance with the relevant provisions of the SFA and for which the player is entitled to play in accordance with the relevant provisions of the SFA and the responsible divisions of the SFA;
- › take part in all the activities deemed necessary by the club within the framework of the player's professional activity, in particular collective or individual theoretical courses, discussions, and the preparation of matches;
- › participate in any trips in Switzerland or abroad, at the conditions as to schedules, expenses and transport determined by the club, and to remain with the club during travel, unless otherwise expressly authorised by the trainer.

Article 7 Maintenance and improvement of physical capabilities

1. The player undertakes to use without reservation his talent and his strength in favour of the club, to make every effort to maintain and, if possible, to raise the level of his physical, mental and psychic capabilities, to avoid in general anything that could or may appear to be detrimental to the efficiency of his professional performance and the club's image.
2. In particular, the player will abstain from:
 - › any behaviour which adversely affects his physical and mental performance in a relevant way, whether in the short, medium or long term;
 - › the practice of any other sport or activity, even during vacations, that may involve a physical risk (in particular on-piste skiing, snowboard, bobsleigh, hang-gliding, parachute jumping, horse riding, canyoning);
 - › the practice of any sport (including football) within an organised framework with other clubs or groups without the club's prior written authorisation.



Article 8 General conduct / status as role model / intermediary

1. The player is bound to behave, in his professional and private life, in such a way as not to damage his personal reputation, nor that of the club or football in general.
2. The player is aware of his status as a role model and will behave accordingly. He accepts that, as a person in the public eye, he must live up to high standards of social and moral behaviour, both on and off the football pitch. In particular, he undertakes never to engage in any of the behaviour listed in enclosure 4 GCT.
3. In the event of use of intermediary services, the club and the player undertake to comply with the SFA regulations on working with intermediaries, and to submit the documents provided for in these regulations (see in particular Art. 8 and enclosures 1a and 1b of the employment contract).

Article 9 Participation of the player in the club's advertising and commercial activities / right to image / new media

1. The player undertakes to take part in any appropriate advertising and commercial activity that may be requested of him by the club, in any form whatsoever, without receiving any indemnity in addition to the agreed salary. The player has no claim to any share of any revenue that may derive therefrom for the club.
2. The player accepts the use and dissemination, by the club, of images of any kind representing him alone or with the team, and having been made by the club within the framework of the player's professional activity, in any form – which includes, in particular, new media (such as the internet, mobile electronic devices or computer games) – and that he will receive no remuneration for this over and above his agreed salary.
3. As long as the club gives its written consent, the player is entitled to use his image independently without an obligation to remunerate the club.

Article 10 Personal collaboration of the player with the media

1. Unless he has received the prior written consent of the club or of persons contractually associated with the same, the player undertakes not to collaborate regularly with any media (television, radio, press, computer media, etc.).
2. Moreover, the player undertakes not to make any statements that may damage the reputation of his fellow team members, his trainer, his club or sport in general.



Article 11 Advertising and commercial activities of the player

1. The player's personal advertising activity is allowed only with the club's prior written authorisation.
2. The player is forbidden from exhibiting on his sports gear any advertising other than that specified by the club.
3. Without prior written authorisation by the club, the player is not entitled to take part in an «autograph session», nor to conclude a contract with a supplier of sports gear.
4. In principle, any contract in force between a supplier of sports gear or any other commercial advertising partner on the one hand, and the player on the other hand, shall be terminated by the latter as soon as possible. However, the club may authorise the player to maintain in force a contract binding him to a supplier of sports gear or other commercial partner. Such authorisation shall be in writing.

Article 12 Sports ethics

1. The player undertakes not to have anyone promise him anything nor to accept anything from third parties, with the aim of falsifying the results of a match (see enclosure 5 GCT).
2. The player will comply with any anti-doping regulations required by law and the relevant associations (see enclosure 6 GCT).
3. The player undertakes to show consideration for third parties (fellow team members, opponents, referees, spectators, etc.), to respect their person and their health, and never intentionally to injure or risk injuring them, in particular during a match or a training session. He will abstain, in particular on the field, from provoking or insulting the referee, opponents or the spectators with improper words or gestures.

Article 13 Medical care

1. It is incumbent on the player to take out insurance for himself covering medical and pharmaceutical care in the event of sickness with an insurance company or a health insurance fund, in compliance with the Federal Law on health insurance (LAMal). He bears his own membership expenses. The player will provide the club with a membership certificate.
2. The player undertakes to communicate, as soon as possible, any medical problems to the club's official doctor. He undertakes to communicate to the club's doctor the name and area of specialisation of any doctors and other health professionals that he may consult outside the club.
3. Before the start of each season, the player will be convened by the club's official doctor for a complete medical examination. The doctor will give the club a medical certificate indicating only the player's fitness to carry on his work, with the exclusion of any medical data. The expenses for this examination are charged to the club.



4. The player undertakes to follow any medical prescriptions given by health professionals authorised by the club and aiming at restoring or maintaining perfect fitness for work, such as massages, medical and sports examinations, vaccinations, therapies and prevention measures. If the player has any doubts about the club doctor's diagnosis, he has the right to obtain a second opinion from a specialist at his own expense. Should this result in contradictory opinions, the club and the player are obliged to jointly obtain an independent third opinion, which shall be binding on both parties. The costs of this shall be borne equally by both parties.

Article 14 Obligations of the player in the event of sickness or accident

1. If the player is prevented from working due to sickness or accident, related to his work or otherwise, he is bound to notify the club's secretariat, the trainer, or the club's official doctor as soon as possible.
2. The player is obliged – insofar as his state of health makes it necessary and in consultation with the club doctor – to obtain adequate medical treatment as quickly as possible. He is required to follow the recommendations of the club doctor and to inform him if he consults another doctor for compelling personal or practical reasons.
3. Moreover, he must send to the club's secretariat, at the latest within two days following the accidental event or the onset of an illness, a medical certificate issued by the club's official doctor or, exceptionally, by another doctor.

Article 15 Medical secrecy

The player frees doctors and any other health-care professionals consulted from their duty of professional secrecy vis-à-vis the club's official doctor, for any medical information related to his fitness to carry on his own work. Each club is obliged to ensure that its team doctor keeps a confidential file concerning all player injuries.

Article 16 Military or civil service, civil defence

1. The dates of any military, civil defence or civil service obligations must be communicated to the club's secretariat as soon as possible after their public announcement, but at the latest within three days of receipt of the official communication from the competent authorities.
2. The player will do everything possible to perform his obligations during the most favourable periods for the club.



Article 17 Sports gear and other clothing

1. The club provides sports gear free of charge to the player. He may also provide him with outdoor clothing. Sports gear and outdoor clothing are the property of the club and must be returned to it by the player at the end of his working relationship. The player undertakes to use them with care.
2. The player undertakes to use the gear provided by the club (shirt, shorts, socks, boots, tracksuit, bag, etc.) during all the club's sports activities.
3. The club chooses the brand of the gear, which is mandatory for the player. If the player does not comply with this undertaking, and the club for this reason has to pay a contractual penalty to the brand that supplies the equipment to him, the club may demand the refunding of the contractual penalty by the player.
4. The club may exhibit commercial advertising on the player's equipment without the latter having any claim to any remuneration.
5. The player undertakes to wear any other clothing provided by the club, during all non sports activities in which he takes part as a member or representative of the club. This applies, in particular, to media appearances (TV, media conferences, sponsor events, etc.).
6. Without the club's prior written consent, the player is not entitled to financial gain from wearing the sports gear or other clothing of third parties.

Article 18 Actual domicile and address for notification purposes

1. Unless granted written authorisation by the club to do otherwise, the player shall choose his effective place of residence so that he is within one hour's travelling time of the club's sporting installations. If the player encounters any difficulties in finding adequate accommodation within this range, the club will support him actively until the player's efforts are brought to a successful conclusion.
2. The club's mail can be validly addressed to the player at the address mentioned on page 1 of the employment contract. The player is bound to communicate immediately to the club any further change of this address. Failing written communication of a subsequent change of the player's domicile, the club may validly address mail to him at the last notification address expressly communicated.



4. Obligations of the club

4.1 Remuneration paid to the player

Article 19 Salary and fringe benefits

1. The club pays the player a basic monthly salary, the amount of which is indicated in Art. 4 clause 1 of the employment contract. The club may also pay any fringe benefits (cf. Art. 4 clause 2 of the employment contract).
2. The club pays the basic monthly salary (Art. 4 clause 1 of the employment contract) including statutory allowances (Art. 21 GCT) at the end of each month (Art. 323 para. 1 CO). Expenses, special bonuses and other remunerations (Art. 4 clause 2 of the employment contract) are also calculated at the end of each month. The club pays the amounts due together with the basic monthly salary for the following month and provides the player with a detailed statement.
3. No bonus is paid for friendly matches, or for preparatory, training or similar matches.
4. Pay is subject to statutory social security deductions (old age and surviving dependants' insurance, disability insurance, loss of earnings insurance, unemployment and insolvency insurance, accident insurance, occupational benefit plan and others). The player will pay employee contributions.
5. Pay is also subject to income taxes (if necessary, deducted at source) which will be charged exclusively to the player on statutory grounds.
6. If the parties expressly agree a net salary, all social security contributions and taxes at source will be paid in full by the club.

Article 20 Refunding of expenses

1. The club refunds the player any expenses incurred in carrying on his profession, exclusively within the limits agreed in Art. 4 clause 2 of the employment contract.
2. Travel expenses for away matches are charged to the club, from the official starting point. The same applies to meals ordered by the club during trips.
3. All training camp costs are borne by the club, unless any ad hoc agreement to the contrary is made.

Article 21 Other allowances

1. As an employee, the player is entitled to the allowances contemplated by the legislation of the canton in which the club has its registered offices. It is incumbent on the club to take all the steps that may be necessary in the name of the player.
2. Family allowances are paid to the player at the end of each month, either by the club or directly by the competent family allowance fund, in accordance with the applicable cantonal legislation. The same applies to any birth allowances.



4.2 Remuneration in the event of impediment of work and social insurance¹

Article 22 Sickness

The applicable provisions are to be marked with a cross in Art. 5 of the employment contract.

a) *Legal regulation*

1. If the worker is impeded from working without any fault on his part, Art. 324a CO is applicable. During the first year of service, the club is bound to pay to the player the salary for three weeks (Art. 324a para. 2 CO). Afterwards, the club pays to the player the salary according to the Bernese scale (Art. 324a para. 2 in fine CO; enclosure 2 GCT).
2. A net salary adjustment will be made; the fundamental principle is that a player who is prevented from working through no fault of his own shall not receive a higher remuneration than he would have done had he worked normally (cf. Art. 6 of the Old-age and Survivors' Insurance Ordinance).

b) *Other legal regulation*

1. If the club has concluded a group daily benefits insurance covering at least 80% of the salary for a period of 730 days and pays at least half the premium, it is absolved from the obligation to maintain salary payments in accordance with paragraph a) above (Art. 324a para. 4 CO and Art. 324b CO).
2. If the club has concluded an insurance of this nature, the general terms and conditions of this insurance form an integral part of this contract (enclosure 3 GCT). Any reservations formulated by the insurance company are applicable to the player.

Article 23 Accident

a) *Legal regulation*

1. In accordance with the Federal Law on Accident Insurance (AI), players are insured for occupational and non-occupational accidents up to their maximum salary in accordance with Art. 22 AI Ordinance.
2. A net salary adjustment will be made; the fundamental principle is that a player who is prevented from working through no fault of his own shall not receive a higher remuneration than he would have done had he worked normally (cf. Art. 6 Old-age and Survivors' Insurance Ordinance).
3. In the case of non-occupational accident insurance, the accident insurer may provide for a reduction in the event of gross negligence or recklessness. Otherwise, the statutory provisions according to the accident insurance law and the ordinances as well as Art. 324b CO shall apply.

b) *Supplement to the legal regulation (if present, mark with a cross in Art. 5 of the employment contract)*

1. To complement the legal regulation, the club may conclude a group supplementary insurance for the proportion of salary not covered by the accident insurance law.

¹ The right to receive the salary contemplated in Art. 22, 23 and 24 forms the object of one single «credit» that is exhausted by a period of sickness of three weeks during the first year, for example.



2. If the club has concluded a group supplementary accident insurance and pays at least half of the premium, it is absolved from the obligation to maintain salary payments within the meaning of Art. 324b CO.
3. If the club has concluded an insurance of this nature, the general terms and conditions of this insurance form an integral part of this contract (enclosure 3 GCT). Any reservations formulated by the insurance company are applicable to the player.

Article 24 Other impediments not involving any fault

1. If the player is impeded from working due to the performance of any legal obligation (compulsory military service in the Swiss army, service in civil defence, or a civil service activity), the club ensures the payment of the fixed salary contemplated in the employment contract according to the Bernese scale, provided that the club has received the compensation forms from the player.
2. In any case, the club's obligations concerning salary extend to the basic monthly salary and to any fringe benefits, excluding any match bonuses, unless the player plays a part or all of the match.

Article 25 Professional pension funds

Professional pension funds are governed in Art. 6 of the employment contract.

4.3 Vacation

Article 26

In compliance with Art. 329a para. 1 CO, the player is entitled to 4 weeks of paid vacations per year, or to 5 weeks until the age of 20 years. At least two weeks' vacation must be consecutive. The dates of vacations are fixed by the club, during the slack period. The latter must take into account the interests of the player with fairness.

4.4 Other benefits

Article 27 Medical infrastructure / education

1. The club makes available to the player the services of a medical team consisting of at least a qualified physiotherapist, a masseur and the club's official doctor. The services of this team, as well as those of any specialist consulted on the orders of the official doctor, are free of charge for the player, as long as they constitute treatment to maintain, restore or promote the player's ability to work as a footballer.
2. As far as possible, the club supports the player (if the latter is a minor) with his non football-related education.



Article 28 Sports gear and clothing provided

1. The club provides the player with complete sports gear and, possibly, with outdoor clothing, which are the property of the club.
2. The club can retain a deposit amounting to one working week's salary for the sports gear and clothing with which the player is provided.

5. Assignment or pledging of the salary

Article 29

Under Art. 325 CO the player cannot assign or pledge his future salary deriving from the employment contract. The guarantee of maintenance obligations arising under family law is reserved to the extent that the salary may be seized. ²

6. Definitive or temporary change of club

Article 30 Rules applicable in the event of a definitive change of club

1. If the player definitively leaves his Swiss club to play in another Swiss club, the rules contemplated by the SFA and the responsible divisions shall be applicable. If the change occurs at the end of the season and if the player has signed an employment contract with another SFA club for the following season, the player may prepare the season with the new club provided the present club gives its written consent.
2. If the player definitively leaves his Swiss club to play in a foreign club, the rules contemplated by FIFA or UEFA are applicable.

Article 31 Rules applicable in the event of a temporary assignment of a player to another club

1. If the player is temporarily loaned to another club, the employment contract essentially continues to be applicable. However, by written agreement, the parties may agree to amend the contract terms, in particular, to suspend the contract in the event of an employment contract being established with the club to which the player is loaned, or to reduce the player's salary.
2. The club and the new club agree on the contractual obligations³ that the player shall temporarily be bound to perform in favour of the new club.

² Cf. Art. 323a CO.

³ This applies in particular to the obligations arising from Art. 6 to 18 of these GCT.



7. Formalities and special agreements

Article 32 Reference language

The contract, consisting of the employment contract and the GCT, negotiated in one of the official languages of Switzerland, i.e. French, German or Italian, and bearing the legally binding signatures of the contracting parties, constitutes the authentic text of agreement. Upon request and for information purposes only, the player receives a French, Italian or English translation of the employment contract and the GCT. If the player is not fluent in any of the above-mentioned languages, the parties must employ a translator and each pay half of the resulting costs.

Article 33 Requirements of sports regulations and legal authorisations

1. On the date of the signature of the employment contract, the player undertakes to satisfy the mandatory conditions related to sports activity of FIFA, UEFA, SFA and the responsible division in order to be qualified for his new club.
2. If the player is not of Swiss nationality, the club will take – after the signature of the employment contract, – all the steps necessary to obtain the required work and residence permits from the competent authorities. If the necessary authorisations are refused, this contract is automatically terminated with immediate effect.⁴

Article 34 Amendments of the contract

Any subsequent amendment of the employment contract and/or its enclosures signed by the parties shall mandatorily be in writing.

Article 35 Confidentiality

The parties shall treat the content of the present contract as confidential and will maintain silence about it. This is subject to the duties of disclosure required by law, contract and/or association regulations.

Article 36 Special agreements between the parties

Special agreements between the parties are set out in Art. 9 of the employment contract.

⁴This provision refers to cases where the refusal of the work or residence permit prevents the player from beginning to play for his club. Conversely, those cases where the player initially obtained the authorisations, but these are later revoked, as he no longer satisfies the legal conditions, are contemplated in Art. 3 GCT.



8. Filing of the contract

Article 37

1. The employment contract and its enclosures 1a and 1b have been drawn up in two original copies duly signed by the two parties. Each party confirms that it has received an original copy of the contract and all the enclosures at the time of signature.
2. The club shall file a copy of the employment contract, accompanied by enclosures 1a and 1b, with the Secretariat of the SFL (SFL clubs; the time of submission of the qualification application shall be decisive) or with the Players' Control Office of the SFA (clubs in the First League or the Amateur League). The foregoing are obliged to treat the documents in a confidential manner. In the event of any discrepancies between the two original copies, the filed copy is deemed to be definitive.
3. Any further amendment of the contract or its enclosures must also be signed in two original copies. The club shall again file a copy with the SFL or the SFA.
4. The parties expressly acknowledge that there are no agreements existing between them other than those arising from the employment contract and the GCT.

9. Disciplinary sanctions

Article 38 Recognition of disciplinary power

The player expressly recognises the disciplinary power of his club. Both parties also recognise the disciplinary power of the SFA, the responsible divisions of the SFA, Swiss Olympic, UEFA and FIFA.

Article 39 Contractual penalties and other sanctions

1. In the event of a serious or repeated violation of the obligations arising from the present contract, or of a sanction ordered by an official sports body (SFA, divisions of the SFA, Swiss Olympic, UEFA, FIFA), the club may inflict on the defaulting player the contractual penalties (under Art. 160 et seq. CO) mentioned in Art. 7 of the employment contract. All sanctions imposed by the club must be proportionate.
2. Any fines inflicted on the club by an official sports body (SFA, divisions of the SFA, Swiss Olympic, UEFA, FIFA) may be charged to the player if the latter is responsible for them because of his wrongful behaviour (gross negligence or intention). If necessary, the club is authorised to deduct them from the player's gross salary.
3. If the player is prevented from playing in official matches because of a suspension measure inflicted by the SFA, a division of the SFA, Swiss Olympic, UEFA or FIFA due to a grossly wrongful violation of his charter-based or regulation-based obligations, the club may reduce his salary or, in particularly serious cases, suspend payment of his salary for the duration of his being prevented from playing.



10. Disputes

Article 40 Arbitration / location of arbitration court

1. Subject to clause 2 of this provision, the parties agree to the jurisdiction of the ordinary courts in respect of disputes concerning the conclusion, adherence to and termination of this contract.
2. By way of derogation from clause 1, the SFA Control and Disciplinary Commission is responsible for proceedings in matters of disciplinary sanctions in respect of breach of contract, according to the SFA regulations on the status of non amateurs.

11. Governing law

Article 41 Compliance with association rules

1. The contracting parties undertake to comply with the statutes, regulations and directives of the SFA, the responsible divisions of the SFA, Swiss Olympic, UEFA and FIFA as well as those of the club and to abide therewith. The main documents are indicated in enclosure 1 GCT.
2. The player confirms that, before the signature of the employment contract, he has had the opportunity to take cognisance of the above-mentioned documents, which are at his disposal in the secretariat/office of the club. On request, he receives copies thereof. By signing the contract, he expressly declares that he accepts all these documents as an integral part of the employment contract in their updated versions.
3. For any terms not expressly defined in the employment contract and/or in the GCT, those definitions which are used in the statutes and regulations of the SFA in the first instance and in the statutes and regulations of FIFA in the second instance shall apply in their respective most recent editions.

Article 42 National law

This contract is governed by Swiss law and, in particular, by Art. 319 et seq. CO (employment contract).



Enclosures:

- Enclosure 1** List of the main rules and regulations of the SFA, SFL, UEFA, FIFA, Swiss Olympic
- Enclosure 2** Bernese scale
- Enclosure 3** General conditions governing the loss of earnings insurance in the event of sickness / accident (if applicable)
- Enclosure 4** Code of conduct
- Enclosure 5** Code of practice for safeguarding the integrity of Swiss football
- Enclosure 6** Declaration on doping



Enclosure 1

MAIN RULES AND REGULATIONS OF THE SFA, SFL, UEFA, FIFA, SWISS OLYMPIC

SFA

- › Statutes
- › Regulations on the status of non-amateurs
- › Competition rules
- › Regulations on working with Intermediaries
- › Disciplinary Regulations
- › Regulations of the Swiss Cup

SFL¹

- › Statutes of the Swiss Football League
- › Swiss Football League competition regulations
- › Procedural regulations applicable to SFL jurisdictional authorities
- › Regulations on the qualification of SFL players
- › SFL Regulations governing the granting of licences
- › SFL Regulations governing the disciplinary sanctions
- › SFL directives concerning relations with representatives of the media

UEFA

- › Statutes of UEFA
- › UEFA disciplinary regulations
- › UEFA Kit Regulations

FIFA

- › FIFA Statutes and Regulations Governing the Application of the Statutes
- › Regulations on the status and transfer of players
- › Regulations on working with Intermediaries
- › Disciplinary Code

SWISS OLYMPIC

- › Charter on Doping

¹For clubs that do not belong to the SFL and their players, the analogous rules, where available, of the respective division (First League or Amateur League) shall be an integral part of the employment contract in place of the SFL rules and regulations.



Enclosure 2

BERNESE SCALE

If the player is prevented from working for no fault of his own (Art. 324a CO), he is entitled to receive his salary for a period determined in accordance with his years of service.

Number of years of service

after 3 months
after one year
after 3 year
after 5 year
after 10 year
after 15 year
after 20 year

Number of years of service

3 weeks
1 month
2 month
3 month
4 month
5 month
6 month



Enclosure 3



Enclosure 4

CODE OF CONDUCT

Code of conduct for non-amateurs of SFA clubs

Players must be conscious of the fact that their role as top-level footballers in Switzerland makes them public figures and thus entails a special responsibility. In particular, they must be aware that they serve as role models in both their public and private lives. They must endeavour to set a positive example in everything they do. Players are the main ambassadors representing their club to the outside world. Their conduct has a significant influence on the image and reputation of their club and of the sport as a whole.

Players must respect the following principles (this list is not exhaustive):

Driving responsibly

Players must observe all traffic laws and rules of the road to the letter. They must at all times refrain from speeding and from driving while under the influence of alcohol or drugs.

Drinking responsibly

Players must be moderate and responsible in their consumption of alcohol, especially in public.

Taking and dealing drugs

Players must distance themselves from all forms of drug consumption and dealing (cannabis, cocaine, heroin, ecstasy etc.). They must be aware that some of these drugs (e.g. cannabis) are also on the list of banned substances.

No sexual harassment or assault

Players must respect everyone around them, especially people connected to their club (members, officials, fans etc.). They must condemn all forms of harassment and assault – verbal, non-verbal and physical.

(Children under the age of 16 are protected by law. Sexual activity with children under 16 is treated as a criminal offence if the age difference between those involved is more than three years.)

Respect for all

Players must show due respect for everyone. They must not be prejudiced against anyone due to their nationality, race, skin colour, age, sex, sexual orientation, social background or religious or political affiliation and must not cause them physical or psychological harm.

No betting in Swiss football

Players must refrain from any direct or indirect involvement in betting, lotteries, sweepstakes or other gambling-related activities in connection with Swiss football matches. They must not accept payments from third parties or accept promises of payments that are intended to influence the result of a match.



No doping

Players must be committed to performing without the aid of any banned substances or methods. They must be aware that using banned substances and methods harms not only themselves but also their club and the sport as a whole and that it can be punished with irrevocable sanctions.

Fair play

Despite their total commitment, players must play fair. They must be aware that cheating, covering up transgressions and in particular insults, violent conduct and causing bodily injury are not the behaviour of a responsible top-class sportsman.

Influencing and being influenced by spectators

Der Spieler weiss, dass Emotionen einen Grossteil der Faszination des Fussballs ausmachen. Er ist sich auch bewusst, dass sein Verhalten massgeblich die Stimmung und das Verhalten der Zuschauer beeinflusst. Er verhält sich daher so, dass positive Emotionen verstärkt werden. Er unterlässt Provokationen, die Aggression, Gewaltbereitschaft und Gewalt fördern, und ist bereit und stark genug, auf Provokationen durch die Zuschauer nicht mit Gegenprovokation zu reagieren.

Security

Players must conduct themselves such that they never cause security to be compromised inside or outside the stadium. In particular, they must not use any pyrotechnics or other items that may endanger others when celebrating victories.

When situations and events occur that are not expressly mentioned here, players must act in line with these principles.



Enclosure 5

CODE OF PRACTICE FOR SAFEGUARDING THE INTEGRITY OF SWISS FOOTBALL

The player is familiar with and observes the following basic rules for safeguarding the integrity of Swiss football¹:

1. Wisdom: Know the rules
2. Safety: Never bet on football matches
3. Prudence: Never pass on confidential information
4. Integrity: Never fix a football match
5. Openness: Report any incitement to fix a football match immediately

1. **Wisdom: Know the rules**

Keep yourself regularly informed on the applicable rules for safeguarding the integrity of Swiss football and Swiss sport in general. If you breach these rules, summarised in this code of practice, you risk drastic disciplinary sanctions such as banning for many years or even for life. This might destroy your career. Under certain circumstances, you may even face criminal prosecution.

An important provision connected with the integrity of matches and competitions is contained in Article 13^{bis} of the disciplinary regulations issued by the Swiss Football Association (SFA). This provision forbids any behaviour that damages or has the potential to damage the integrity of matches and competitions organised by the SFA, the departments or regional associations (see www.football.ch; SFV; Official documents; Regulations on the procedure for disputes). Moreover, the provision obliges all persons involved in Swiss football to cooperate in full with the SFA, the departments and the regional associations in their endeavours to stamp out behaviour of this nature and to uncover it and impose sanctions should the need arise.

2. **Safety: Never bet on football matches**

Never bet on football matches, whether directly or indirectly (through relatives, friends, etc.), irrespective of whether you or your team are involved or not.

Never encourage third parties to bet on football matches in which you or your team are involved. Never support third parties with such bets.

Never give an assurance of the occurrence of a specific event on which bets might be placed.

¹ This code of conduct underpins the Global Programme to Stop Match-fixing in Sport, developed by SportAccord, the umbrella organisation for all international sports associations: www.integrity.sportaccord.com. This code of conduct is based on the EU Athletes Code of Conduct on Sports Betting for Players. It has been adapted to the conditions prevailing in Swiss football by the SFA and the SFL.



3. Prudence: Never pass on confidential information

As a sports person, you have access to confidential information that is unavailable to the general public. This includes, for example, the knowledge that one of your team's key players is injured, or that the trainer is resting individual players. Insider knowledge of this type might be used by third parties to gain an unfair advantage when placing bets and to obtain a monetary gain. You should therefore never discuss with persons outside your club confidential information which might be used for sports betting.

4. Integrity: Never fix a football match

Behave fairly and honestly and never fix a football match or a part of it. Unscrupulous fraudsters may try to establish a relationship with you based on favours or fear which they utilise for possible match fixing. This may begin with offers of gifts, money and support. Reject offers of this kind immediately.

Always deliver the best-possible performance. Do not try to adversely affect the natural course of a match or parts thereof for whatever reason. Fixing of matches or parts thereof infringes the rules and ethics of the sport.

Avoid addictive behaviour or debt since these may provide unscrupulous persons with the means to target you as a victim for match fixing. Ask for help before things spiral out of control.

5. Openness: Report any incitement to fix a football match immediately

If you learn of anything suspicious or if someone incites you to fix a match or a part thereof, inform the Swiss Football Association (integrity@football.ch or +41 31 950 81 11) immediately (with the assistance of someone you can trust if need be) and your club if need be. The same applies should someone offer you money or benefits in kind in return for confidential information. Report threats and any suspicion of corrupt behaviour.



Enclosure 6

DECLARATION ON DOPING

1. *Preamble*

In compliance with Swiss Olympic's Charter on Doping (Charter) and its terms and conditions of implementation, adopted by Antidoping Switzerland, any use (whether intentional or not) of the prohibited substances or methods included in the annually updated Antidoping Switzerland list, which is based on the World Anti-Doping Agency (WADA) list, is forbidden.

The club complies with these regulations and makes every effort, without reservation, to avoid any consequences to its players, in particular such that are harmful to their health, that may occur following the use of prohibited substances or methods. Moreover, the club and the player must be protected against the consequences in civil law or of a judicial nature associated with any use (whether intentional or not) of the prohibited substances or methods. For this purpose, the club and the player have agreed to sign this declaration on doping.

2. *Declaration of consent*

The undersigned player hereby declares his willingness to submit himself to anti-doping checks and to provide urine or blood samples for this purpose at any time upon first request, regardless of whether this is done before, during or after any competition (championship and cup matches of the SFA or its divisions, Europa League or Champions League matches, training matches, etc.) or outside any competition.

Players included in a control pool are aware that they are subject to specific obligations concerning registration, therapeutic use exemptions and cancellation. These obligations are derived from the terms and conditions of implementation relating to the Charter; these terms and conditions can be viewed and obtained at any time at www.antidoping.ch.

3. *Anti-doping check / analysis*

Any violations of the personal rights and privacy of the player due to the anti-doping checks will be limited to whatever is strictly necessary. At the time when urine or blood samples are taken, only the authorised anti-doping check staff will be present. All anti-doping checks will be the subject of a written report to be signed by the anti-doping checker and the player.

Urine and blood samples will be made anonymous and sent to a WADA-approved laboratory to be tested for the presence of prohibited substances and for evidence of the use of prohibited methods. The internal classification of the anonymous samples will be guaranteed, and it will be acknowledged by the player when he signs the anti-doping check report.

Antidoping Switzerland will be informed of the test results by the laboratory.

If the result of the urine analysis (sample A) is positive, i.e., a prohibited substance or evidence of the use of a prohibited method has been found, Antidoping Switzerland will also have sample B tested, where applicable. If sample B confirms the positive result of sample A, or if the player foregoes the sample B test, the anti-doping check is considered to be positive.



4. Sanctions

Any positive result will be announced by Antidoping Switzerland to the player and to the Swiss FA's anti-doping officer. The Swiss FA can notify the chairman of the player's club and the club doctor.

If sanctions need to be imposed on the player, they must be based on the Charter and its terms and conditions of implementation. Sanctions imposed by Swiss Olympic's disciplinary chamber for doping cases can be contested by the player, by Antidoping Switzerland, by the national and international associations and by WADA at the Court of Arbitration for Sport in Lausanne.

The Swiss FA reserves the right to impose additional sanctions.

Any sanctions imposed on the player are to the exclusion of state jurisdiction.

5. Duty of discretion

The chairman of the player's club and the club doctor undertake not to communicate the results of the anti-doping checks to any third party. This duty of discretion applies in an unlimited manner even after the working relationship has ended.

No urine or blood samples or documents relating to their analysis may be used without the written agreement of the player concerned, for any purposes other than anti-doping work. The results will be kept on file by the club doctor in the medical records of the player concerned and are subject to the provisions applicable to the keeping of documents.

6. Violation of the contract

If, upon request, a player refuses to give a blood or urine sample for anti-doping check purposes, this will constitute a doping offence and will be subject to sanctions pursuant to point 4 (above) of this declaration.