

**7. sz. melléklet**

**EMPLOYMENT CONTRACT WITH PROFESSIONAL FOOTBALL PLAYER**

Concluded by and between on the one hand:

**Name:**

.....

**Address:**

.....

**Company Reg. No.:**

.....

**Tax No.:**

.....

**Represented by:**

.....

hereinafter: **Employer**,

on the other between

**Name:**

.....

**Place and date of birth:**

.....

**Mother's maiden name:**

.....

**Nationality:**

.....

**Home/residential address:**

.....

**Social security No.:**

.....

**Tax ID:**

.....

**Identity card / Passport No.:**

.....

**Bank account No.:**

.....

**MLSZ (Hungarian Football Federation) player ID:**

.....

as player, hereinafter: **Employee**

hereinafter jointly referred to as: Parties,

on the date and place specified below with the following terms and conditions.

During the establishment of employment relationship the **Employee / Employer has used / has not used** the services of an Intermediary (*please underline*):

**Name:**

.....

**Address:**

.....

**I. SUBJECT OF THE CONTRACT**

1. By concluding this employment contract the Parties agree on establishing employment relationship for a definite period of time.
2. Based on the employment relationship the Employer – as sports organization pursuant to Article 15 of Act I of 2004 on Sports (hereinafter Law on Sports) – employs the Employee – as professional football player according to Article 8 of the Law on Sports – with the terms and conditions specified by this employment contract in the position of professional sportsman (footballer) (FEOR 3721), while the Employee enters into the employment of the Employer.
3. The Parties represent that in the course of the formulation of the employment conditions they have acted taking into account the relevant regulations – thus specifically the provisions of Law on Sports, as well as Act I of 2012 on Labour Code (hereinafter Labour Code) – and the Registration, Employment and Transfer Rules of the Hungarian Football Federation (MLSZ). In consideration of the abovementioned, this employment contract is concluded in compliance with all formal and content requirements of the international organizations (FIFA, UEFA) and of MLSZ.

**GENERAL CONDITIONS**

**II. METHODS AND RULES OF WORK AND RIGHTS AND OBLIGATIONS OF THE PARTIES**

4. The Employee undertakes to pursue his/her sports activities and to use his/her corresponding physical and intellectual capacities exclusively in favour of the Employer and in order to achieve the objectives of the Employer. He/She will make all efforts to keep and improve the professional level of himself/herself and

of the football teams managed by the Employer, as well as to keep and improve the recognition of the Employer by the professional sports public, by the fans and by the press.

5. The Employee has acquainted with the operation, activity, character and sports philosophy of the Employer, as well as with the position to be fulfilled by him/her and with the requirements of the Employer and with the important role required from the Employee by the Employer in the system developed by it and has taken note of the comprehensive information provided by the Employer.
6. The Employee represents to avail of all the qualifications, skills, experiences and competencies necessary to the fulfillment of the position and of all the tasks demanded by the Employer, and to perform his/her activities according to the provisions of the employment contract. The Employee confirms that he/she has no knowledge about any kind of illnesses or injuries which would make him/her incapable for performing the above described activities, or would permanently and significantly prevent him/her from doing so. The Employee makes statement about his/her former injuries and operations which can be related to his/her sports activities. The transfer agreement of two sports clubs or the validity of the contract between the football player and the sports organization cannot be conditioned by the result of the medical examination.
7. By signing this employment agreement the Employee gives contribution to the publication, spreading, commercial use by the Employer of photo, film and video recordings, imprints and autographs connected to his/her sports activities as member of the team and contributes to the utilization of his/her image rights.
8. The Employee's obligations are the following:
  - a) To take part in team or individual trainings, preparations, training camps, matches organized by the Employer and assigned for him/her, as well as to participate in other events, programs determined by the Employer, to subject himself/herself to trainings and other occupations, individual or group physical fitness programs defined by the professional staff of the Employer, to execute the instructions of the professional management relating to his/her sports activities with the condition that ordering of individual trainings are only allowed in cases and to the extent which are justified from sports professional and/or from medical point of view.
  - b) Not to perform any sports activities or related activities at trainings, matches or other events performed or organized by a third party without the prior written consent of the Employer.
  - c) Not to establish employment relationship or other legal relationship related to work not connected to sports activities determined in this contract without the prior written consent of the Employer.
  - d) Not to establish other legal relationship for sports activities in the field of football, to obtain the prior written consent of the Employer to the establishment of legal relationship in other sports.
  - e) To wear only the outfit defined and approved by the Employer at the matches, trainings and all public events related to the Employer and at public appearances, to always comply with the obligations required by the sponsors, supporters, advertisers and to respect their expectations and to take them into account during his/her activities.
  - f) To always cooperate with the managers, trainers, sportsmen of the Employer, to behave in a sporting manner towards people of the Employer, its managers, trainers, professional management and to have cooperative attitude at the matches, trainings, in the training camps and at all other occasions, and to make all efforts not to damage or endanger with his/her behaviour the physical safety or health of others and not to cause moral damage.
  - g) During work and besides that not to show a behaviour which is not worthy to his/her position, to the Employer, to its managers, trainers, professional management and sportsmen or to the activities performed by the Employer, or is not compatible with them, and to refuse all other contradictory and incorrect practice.
  - h) To keep the good reputation of the Employer, its managers, trainers, professional management and sportsmen and that of football, to always abstain from statements, behaviour and expressions which damage the good reputation of the above and bring them into unfair position.
  - i) During work and besides that to take into account and comply with the general sports professional practices, the rules of the game, as well as the possible legal regulations in force, the rules and codes relating to his/her work – validly handed over or communicated with the Employee and signed by him/her – including especially the job description, the policy, procedure, decisions and regulations of the Employer and as well as the instructions of the person exercising the Employer's rights, of the professional management or other superiors, and of the Employer's doctor (hereinafter these legal regulations, rules and instructions are jointly referred to as: regulations

relating to the work of the Employee), furthermore to accept and adhere to the decisions of the official persons of the matches.

- j) Not to take part neither actively or passively, directly or indirectly in sports betting or gambling concerning the division, competition or matches of any other teams of the Employer, and to immediately report to the person exercising the Employer's rights, or if he/she is not available to other managers of the Employer, if attempts are made to persuade him/her or his/her fellow players for influencing in an unfair way the match result, or he/she has knowledge about this.
- k) To keep and properly maintain the outfits and devices received from the Employer, and to return them to the Employer after the termination or ending of the employment relationship.
- l) In order to be included in the first team of the Employer, or to remain in it to always perform to the best of his/her abilities at trainings and matches in any teams determined by the professional management of the Employer or individually and also at the mandatory trainings determined for him/her, to maintain himself/herself in the best condition and to have a healthy and other lifestyle which contributes to giving the best performance according to his/her abilities at the trainings and matches.
- m) To undergo – with the frequency and to the extent determined by the relevant legal regulations and rules, or by the Employer in its exclusive scope of authority – medical examinations specified by the Employer and to take part in trainings on fire control, labour safety and accident prevention, or at any other trainings or events necessary to the performance of job or related to the work in other way.
- n) To give full information to the Employer about his/her health, physical and psychic condition before the signing of this contract. Should he/she have any injury, illness or health problem, the relating documentation shall be attached to this Contract, confirming that the Employee has informed the Employer about these facts before the conclusion of this contract.
- o) To submit himself/herself to medical tests and treatments necessary to maintaining or improving his/her performance and/or health. In the event of surgical intervention made necessary by the sports activity to consult the Employer, the Employer's physician or a specialist named by the Employer before the intervention, and to submit himself/herself to the examination of a doctor not designated by the Employer only with the prior written consent of the Employer, the only exception is the case of emergency medical care.
- p) The case of inability to work due to injury, accident or illness shall be communicated to the Employer without delay, and he/she shall present medical certificate as a proof of his/her absence, what shall be forwarded to the Employer without delay, or shall submit himself/herself to the examination of the Employer's physician.
- q) To inform the Employer without delay about being contacted by other sports organization with the intention to employ him/her as professional football player. After being contacted the Employee can negotiate with other sports organizations only with the preliminary written consent of the Employer, except for the 6 months' period preceding the end of the contract.
- r) Individual sponsorship contract can only be concluded with the prior written consent of the Employer.
- s) To take part and cooperate in every kind of anti-doping activities, to abstain from the use of all kinds and types of dopes, and on notice to submit himself/herself to doping test, to appear for sample taking, and to acknowledge that the violation of the doping rules constitutes a material breach of contract, in particular:
  - The presence of prohibited substance, its metabolites and markers in the sample taken from the body of the player.
  - The use or attempted use by the player of a prohibited substance or prohibited method.
  - Evading sample collection without compelling justification – after that the player received notification according to the applicable doping rules – or the prevention of sample taking in any other way.
  - The breach of requirements concerning the availability of players outside competitions, within this supply of information about the whereabouts of the player based on relevant regulations of international requirements of controls, as well as the violation of the rule of participation at the test. (Any combination of three missed tests and/or filing failure

by the player within eighteen months is qualified as doping offense based on the decision of the anti-doping organizations having jurisdiction over the player.)

- Tampering or attempted tampering of any part of doping control.
  - Trafficking or attempted trafficking in any prohibited substance or prohibited method.
- t) To observe the anti-discrimination regulations of the Employer, the sports federation and of the interest representing bodies of professional players.
  - u) Not to pursue activities which are qualified by point e) of sub-section (6) of Article 18 of Act XCCCIII of 1997 on the Benefits of compulsory health insurance, and by point (1) of Article 5/B of Governmental Decree 217/1997. (XII.1.) about the implementation of this Act as especially dangerous (extreme) sports, entertainment and recreation activities – water-skiing, jet-skiing, rafting, mountaineering- and rock climbing, alpine expeditions, caving, BASE jumping, bungee jumping, wall climbing, motor sports, rally, hot-air ballooning, hang gliding, parachuting, ram-air parachuting, stunt flying – and shall not perform bob sledge, skiing, snowboarding, sledging or water-skiing. Small-pitch and pleasure football exercised not in the framework of Employer’s activities are subject to the preliminary permit of the Employer.
  - v) The Employee shall only wear the sports outfits selected by the Employer during working hours and in all other cases of the employment relationship when he/she appears in public as the football player of the Employer.
  - w) Within reasonable period of time to inform the Employer about any contract concluded with a player intermediary.

9. The Employer is obliged:

- a) to ensure all professional and objective conditions required by the Employee to the fulfillment of this agreement;
- b) to meet his/her payment obligations in time and without delay;
- c) to respect and observe the human rights of the Employee, in particular his/her right to freedom of expression and the prohibition on unjustifiable discrimination;
- d) in line with his/her health and safety policy to ensure the accident insurance of the Employee to the extent demanded by the rules of the sports federation, furthermore to ensure the regular medical and dentist examination of the Employee by qualified experts in connection with the sports activities of the Employee;
- e) to keep records – with the help of the Employer’s doctor – about the Employee’s injuries, including injuries suffered as playing in the national team, ensuring in this circle the confidentiality of data;
- f) to fully ensure the conditions needed to the successful preparation and sporting of the Employee, including in particular, but not exclusively the provision of sports equipment, circumstances related to football as a team sport, professional guiding, information, opportunities for regular and active sporting, competition and training, regular physical and intellectual training, as well as in connection with the successful sports activities joint and collective preparation and competition of football players;
- g) to abstain from the impolite and irrelevant style or tone actions towards the Employee during the employment relationship, and after its ending; and to show a behaviour which respects the Employee’s person, his/her activity and to keep the good reputation of the Employee;
- h) to always cooperate with the Employee.

The violation of the above obligations is regarded as a material breach of contract on behalf of the Employer, and the Employee has the right of immediate termination.

10. The professional management or the management of the Employer may determine in his/her sole discretion at what team – or in line with the content of sub-point 8.a) – individually, or otherwise shall the Employee perform his/her training work, or in the matches of what team he/she is obliged to participate.
11. During the term of this Contract only the Employer avails of the disposal right of the Employee’s right to play, which disposal right also covers the temporary (lending) or final pass-through or transfer of the player against remuneration to other sports organization, supposing that the Employee has given preliminary contribution to this.

12. If the Employee contests the opinion of the physical appointed by the Employer, he/she has the right of a second opinion by an independent medical specialist. If there are differences in the medical opinions, or the opinions of the experts differ, the parties agree on an independent third opinion, which will be binding.

### **III. TERM OF EMPLOYMENT**

13. The employment relationship is established by the Parties for a definite period of time defined in the Personal Conditions.
14. The commencement date of the Employee's work is the day defined in the Personal Conditions.

### **IV. REMUNERATION OF WORK**

15. The Employer is paying wage to the Employee. The Employer shall pay the Employee's personal base wage until the date of the month following the given month defined in the Personal Conditions – but the latest until the 20th day of the month – by bank transfer, the size of which wage is also determined in the Personal Conditions composing part of the Employment Contract.
16. The Parties agree that if the sport club drops out of the division where it participated at the time of the contract conclusion, the personal basic salary of the Employee can be reduced by the Employer with the percentage determined in the Personal Conditions – but by maximum 50 % – with the condition that if the basic salary reduction exceeds 30% of the original basic salary, the Employee may avail of the right of immediate termination of the contract.
17. On the basis of authorization granted by (1) of Article 145 of the Labour Code the Parties agree that the base wage of the Employee includes the supplements contained in Article 140-142 of the Labour Code, if they were due to the Employee.
18. The Employee may declare that he/she intends to fulfill his/her tax and contribution paying obligations after the part of the remuneration due to him/her on the basis of the contract and exceeding the valid minimum wage according to the provisions of Act CXX of 2005 on the simplified contribution to public revenues (hereinafter: EKHO Law). This statement of the Employee is valid until withdrawal, or until the occurrence of statutory exclusions.
19. By making a statement about payment of taxes and contributions on the basis of EKHO Law the Employee acknowledges that based on the simplified contribution (ekho) paid by Employer, he/she is entitled to social security services according to the content of Article 12 of the EKHO Law with the condition that the Employer shall provide the social security services in agreement with the Labour Code.
20. The Employer acknowledges the EKHO statement of the Employee. Based on paragraph (1) of Article 10 of the EKHO Law the simplified contribution to public revenue charged to the Employer – determined and deducted from the Employee – shall be returned and paid by the Employer pursuant to the provisions of Act XCII of 2003 on the Rules of Taxation. The Employer declares that if the Employee suffers accident (workplace accident) in the course of his/her sports activities performed in the framework of employment contract, the Employer shall pay the full wage to the Employee according to the contract in line with the provisions of the Labour Code, with the deduction of the social security amount paid to the Employee.

### **V. PLACE OF WORK**

21. Place of work: administrative area of Hungary, within this mainly the current stadium, sports facilities of the Employer, sports facilities of other sports organizations, etc. with the condition that – due to the character of the job – the Employee is obliged to perform his/her work both within the country and on abroad according to the unilateral decision of the Employer, which can be on a place different from the headquarter and sites of the Employer. The actual place of employment is defined in the Personal Conditions.

### **VI. WORKING HOURS, REST PERIOD, VACATION (ANNUAL LEAVE)**

22. The working time is defined in the Personal Conditions.
23. The Parties agree that the Employee may be employed on non-working days, too.

24. The Contracting Parties agree that time off is due in cases determined by sub-section (2) of § 143 of Labour Code, which should be allocated he/she latest until the 31st day of December of the year following the current one. Otherwise in connection with the extraordinary working time the rules relating to the valid employment relationship are governing.
25. The Employer may allocate the rest days – partly or fully – every six months together to the Employee. Based on the guidelines of the head coach the Employer shall determine the regulations relating to the rest time in advance taking into account the valid legal regulations and the time schedule of the trainings, matches and other activities of the Employee.
26. The Employee is entitled to basic vacation in the number of days determined by the Labour Code and to extra vacation according to the regulations of Article 117 of the Labour Code which should be allocated by the Employer mainly in the period between the championship seasons and should let the Employee know it by min. 15 days prior to taking it. The Employee may ask for getting in two parts of max. 7 working days vacation by min. 15 days before the starting of vacation, what the Employer shall have to fulfill. When demanding the allocation of 4 working days vacation the Employee has to consider the Employer's interests, thus especially the dates of the first team training and match. The Employer shall allocate min. fourteen days holiday per year in one bloc.
27. The Parties express their intention that during the employment relationship they will agree in each calendar year that based on par. (6) of Article 123 of the Labour Code the Employer shall be entitled to allocate the extra vacation due to the Employee based on Article 117 of the Labour Code by the end of the year following the year when due.
28. For extremely important economic reasons and in the case of causes directly and seriously affecting the operation the Employer may modify the date of allocation of the vacation and may interrupt the already commenced vacation of the Employee.

## **VII. AVAILABILITY AND USE OF DEVICES**

29. For the period of work the Employer may make available to the Employee sports equipment and sports or other devices needed to the performance of work. The Employee has full financial responsibility for these equipment and assets and shall use them for rightful purposes, shall preserve their condition and ensure their usability and shall return them to the Employer after the termination of the employment relationship. The Employee cannot be held responsible for amortization caused by natural wear and by proper use.

## **VIII. CONFIDENTIALITY**

30. The provisions of the Employment agreement are strictly confidential. The Parties are not entitled to make public to any third parties the provisions and conditions of this employment contract (except if this is necessary to the fulfillment of statutory or administrative obligations or to the use of professional/financial consultancy, or if the other party has preliminarily contributed to it).
31. During the term of the employment contract the Parties may acquire confidential data or information which are regarded trade secrets. During the term of the employment contract, or after it the Parties are not entitled to transmit, make available to third parties information in connection with their activities and obtained in the framework of the employment, or to use them in any other way (either for their own purposes or for the purposes of a third party). This includes particularly, but not exclusively information about the different processes, business activities, sports professional work and business plans, budget, accounts and financial matters of the Employer (including any information on sportsmen, sports organizations, clients, customers, suppliers, the Employee or products) or any other information about which the Employee may rationally think that it is confidential information of the Employer except for the cases when the Employer has preliminarily granted written contribution to this. The above obligations of the Parties are valid for unlimited period of time.
32. The Employee shall keep in mind his/her privacy obligations within the organization of the Employer and also in the teams operated by the Employer, and is not entitled to transfer confidential information to other Employees and sportsmen, except if this is absolutely necessary to the fulfillment of his/her tasks.
33. The violation of the conditions contained in this Chapter VIII is regarded as material breach of obligations of the employment contract and may have the consequence of immediate termination of contract, furthermore the other party shall compensate the damages caused to the offended party.

## **IX. CESSATION AND TERMINATION OF EMPLOYMENT RELATIONSHIP**

34. The employment relationship terminates with the death of the Employee, with the dissolution without legal successor of the Employer by the end of the period of time determined by Chapter III of this Contract, furthermore in other cases specified by the Labour Code.
35. The employment relationship may be terminated by mutual agreement, by notice and by immediate notice according to the provisions of the Labour Code.
36. The Employer may terminate the employment relationship with notice
  - a) during the period of liquidation procedure, or
  - b) if the maintaining of employment relationship becomes impossible due to unavoidable external reason, or
  - c) if the Employer's team drops out of the division where it was at the time of the signing of the contract, or is excluded from it for any reasons, or does not earn its licence in the given championship for competing next year. The Employer is entitled to exercise his/her right for termination specified in this sub-point within 30 days after the last official match of the championship.
37. The Employee is entitled to terminate the employment relationship with notice in the following cases:
  - a) With immediate effect, if the Employer's team drops out of the division where it was at the time of the signing the contract and the Employer unilaterally reduced the personal base wage of the Employee by more than 30% in line with those contained in point 16 of this contract; also if the Employer's team is for any reasons disqualified from the championship division in which it was at the time of the signing the contract, or if it does not get licence to starting next year, or if for any reasons (e.g. due to public debt, etc.) the sports organization cannot start (cannot enter), or based on its own decision it does not avail of the right to start in the championship, or does not enter into any championship, or enter into lower rank championship, than due to it. In cases mentioned in this sub-point the Employee can be immediately transferred and has right to play if he/she terminates the contract and this is proved to the Competition Directorate of MLSZ. The Employee is entitled to exercise his/her right for termination specified in this sub-point within 30 days after the last official match of the championship.
  - b) If the maintenance of the employment relationship becomes impossible by unavoidable circumstances, or if it caused undue harm to the Employee.
38. The Employer or the Employee may terminate the employment relationship with immediate effect, if the other party breaches its obligations in connection with the employment contract intentionally, or with gross negligence and seriously or otherwise is showing a behaviour which makes the maintenance of the employment relationship impossible.
39. With respect to termination of contract with immediate effect the below listed cases are in particular serious breach of the employment contract obligations by the Employee, or are behaviours which make the maintenance of the employment relationship impossible:
  - the breach by the Employee of obligations contained in Chapter II of the work contract, or specifically formulated by the employment contract;
  - appearance for work or doing work in a condition under the effect of alcohol or other agent or doping substance that is harmful to the working ability and is confirmed by blood test or by other suitable method, as well as the refusal of blood or urine or other similar test;
  - imposing final doping sentence on the Employee;
  - starting investigation against the Employee, as suspect in connection with participation in illegal betting;
  - proven consultation with the sports professionals or market competitors of the Employer or with their employees or representatives, which infringe the sports professional or business interests of the Employer, not including here the negotiations included in point 8. q) of this contract;
  - impolite, disrespectful behaviour with the exerciser of human rights of the Employer or with other superiors, with the members of the professional staff, or with the players, fans, employees, representatives, business partners, supporters of the Employer, or other sports organization;

- unjustified absence without serious reasons from any matches, trainings, preparation programs, or other preliminarily defined events; the Employee may exempt himself/herself from this with presenting proper certification;
- exercising negative influence on the working climate, and/or showing unfriendly behaviour which makes difficult or impossible the cooperation with the colleagues, especially if as a consequence of this the colleagues and the sport fellows express their complaint about the cooperation;
- committing illicit action suitable for the influencing of the match, attempt for such action or incitation to such action, or taking part or cooperation in such action without regard to the offense amount;
- the binding disqualification of the Employee from playing for more than 3 months or for more than 5 matches;
- the Employee returns from his/her vacation with a delay of more than 4 calendar days, or arrives for the winter or summer preparation with a delay of more than 4 calendar days; except if the reason for delay is external circumstances provingly unavoidable by the Employee;
- the sports federation withdraws the professional player licence of the Employee.

The Parties agree that with respect to the termination with immediate effect the non-fulfillment by the Employer of obligations formulated in sub-point 9. b) is regarded as material breach of important employment obligation. In this case the Employee may exercise the right for immediate termination of contract only after that the Employer is in min. 1,5 month (45 days) delay with the payment of the Employee's wage, and the Employee called upon the Employer to fulfill the contract within 15 (fifteen) days deadline and this date has expired without success.

## **X. APPLICATION OF OTHER LEGAL CONSEQUENCES**

40. Based on authorization contained in paragraph (1) of the Article 56 of the Labour Code the Parties agree that in the event of guilty infringement of obligations by the Employee – in his/her sole scope of authority and at his/her own discretion, instead of the termination with immediate effect or before it –the following negative legal consequences can be applied by the Employer against him/her depending on the weight of the infringement:
- a) verbal or written warning;
  - b) sanction imposing financial loss (cash penalty) in the first case (up to 66% of monthly wage valid at the time of imposing the sanction);
  - c) sanction imposing financial loss (cash penalty) in repeated case within one year after the imposition of the first cash penalty, or any time after imposing the repeated cash penalty (up to 66% of monthly wage valid at the time of imposing the sanction).

The guilty breach of rules relating to the work of the Employee, or any behaviour qualified as such by the internal rules of the Employer, or behaviour or negligence regarded as infraction of discipline, or any behaviour or negligence which has adverse consequences in the internal rules of the Employer are regarded guilty infringement of obligations by the Employee.

41. By signing this employment contract the Employee – pursuant to point a) of sub-section (2) of the Article 161 of the Labour Code – allows for the Employer to deduct the cash penalty from his/her wage and/or from his/her other reimbursements in line with the regulations of the Policy and of other rules – up to 33% of the monthly personal wage of the Employee – every month.
42. The Parties confirm that in the application of adverse legal consequences their order is binding only with respect to sub-points 40. b)-c), otherwise the Employer – in accordance with the relevant rules of the Employer makes a decision about giving a warning, or applying sanction imposing financial loss – after the assessment of all the circumstances of the case. The adverse legal consequence has to be formulated in writing and shall be justified, and the Employee has right of appeal against it, which can be exercised by submitting a lawsuit at the regionally competent administrative and labour court within 30 days from the date of being informed. The Employee expressly acknowledges being informed about the possible legal remedies.

## **XI. MISCELLANEOUS PROVISIONS**

43. The Employee represents to have taken over the Policy and Disciplinary Regulations, their content was communicated by the Employer, and was explained to him/her and the Employee accepts its content as mandatory for himself/herself, as well as he/she also acquainted with the other regulations of the Employer which is confirmed by his/her signature.
44. The Employer informs the Employee that the Employer's rights are exercised by the superior named in the Personal Conditions with the stipulation that the head coach, the trainers and goal trainer, as well as the team doctor are also entitled to exercise the instruction giving and control rights.
45. The Employer represents that if the Employee is also studying besides work, the Employer will provide all possible and available means, opportunities and conditions and will actively support him/her, supposing that this will not prevent him/her from work.
46. The Contracting Parties acknowledge that based on the relevant rules of the MLSZ this employment contract shall be sent by the Employer to the organization units having MLSZ scope of authority. If the Employer does not forward the signed employment contract and its annexes to MLSZ, the Employee has the right to submit it to MLSZ. Furthermore, Employer shall send this contract to the tax authority and to other authorities who have to know this contract, including but not exclusively the insurance company(ies), immigration and labour authorities.
47. The Employee acknowledges that if he/she is not included in the first team of the Employer, or based on the decision of the professional management he/she is transferred to the second or further teams of the Employer, his/her base wage will be reduced to the percentage determined in the Personal Conditions of the amount given in point 15 – but to max. its 50 % - from the 15th day of the month following the decision.
48. The possible invalidity of certain provisions of the employment contract does not influence the validity of the other parts of the employment contract. If any part of this contract becomes invalid due to legislative changes, or as a result of the provisions of a new legislation, the Parties shall without delay modify this contract according to the legal provisions after the occurrence of invalidity. The other parts of the contract not affected by invalidity – due to legislative provisions – will remain in force in unchanged form. If any part of the contract is invalid the rules relating to employment relations, or the provisions of the contract shall be applied.
49. The Parties agree that they shall make efforts to settle their possible dispute in amicable way by negotiations. If these efforts fail – in cases determined by the rules of MLSZ and FIFA – the Parties may turn to the organizational units with MLSZ or FIFA scope of authority, in case of labour dispute to the Administrative and Labour Court having competence and scope of authority, and in all other disputes arising out of their legal relationship the Parties stipulate the exclusive jurisdiction of the Sports Standing Arbitration Court based on the Article 47 of the Sports Law. The number of arbitrators is three; the procedure is determined by the Procedural Rules of the Arbitration Court.
50. The Parties apply the rules of the Hungarian law to their legal relationship. Matters not regulated by this employment contract shall be governed by the Labour Code, the Sports Law and other relevant legislative rules, as well as by the rules of the Employer, MLSZ, UEFA and FIFA.
51. Any amendment or addition of this employment contract is only possible with the written consent of the Parties.
52. The Parties confirm that provisions specified by the Personal Conditions composing inseparable part of this employment contract cannot be in conflict with the regulations of the employment contract, they may only supplement them always in line with the provisions of the contract and with regard to them.

## XII. PERSONAL CONDITIONS

The employment contract was signed in ..... copies what the Parties have read and signed as one being fully in agreement with their will. Parallel with signing the contract the Employer handed over to the Employee one original copy of the contract.

**Type of sport** (*please underline the correct*):          football / futsal / beach ball

**Is it a first professional contract?** (*please underline the correct*):          yes    /    no

**Duration of contract:** from ..... to .....

**The starting date of Employee's employment:** .....

**Other provisions regarding the duration of the contract** (*if there is no such agreement, the empty part should be crossed*):

The Parties agree that the Employee shall work in time framework and in unequal working time. The Employee acknowledges that the Employer determines his/her working time in a ..... months' time frame, based on the ..... hours daily working time. Within the working time framework the professional management of the Employer has the right to distribute the work.

**Sum and currency of the Football Player's salary (gross / net):** .....

**Date of salary payment:** .....

**Other provisions regarding the salary with exact payment deadline (in consideration of Section 16, Chapter IV and Section 47, Chapter XI herein; if there is no such agreement, the empty part should be crossed ):**

**Provisions regarding the buyout price of the Player** (*if there is no such agreement, the empty part should be crossed*):

**Type of tax** (*please underline the correct*):          normal          /          Simplified    Public  
Contribution (EKHO)

**Other allowance(s) payable to Player with exact payment deadline** (*if there is no such agreement, the empty part should be crossed out*):

**Sum and currency of net consideration paid to the Player for using the Player's playing rights (transfer fee) granted by the Player (in case such payment takes place at the time of concluding the contract / will take place at a later time; if there is no such agreement, the empty part should be crossed out):**  
.....+ VAT,

**Payment terms and conditions regarding the net consideration for using the Player's playing rights (transfer fee)** (*if there is no such agreement, the empty part should be crossed out*):

**Legal representative of the Employer:** .....

**Place of work:** .....

**Upon concluding the contract with an underage player** (*otherwise should be crossed*):

**Birth name of the legal representative:** .....

**Place and date of birth of the legal representative:** .....

**Adress of the legal representative:** .....

Personal ID card number of the legal representative: .....

**Other provisions relating to the employment contract, which are not included above, but the parties are agreed and are not inconsistent with the above provisions of the agreement** (*if there is no such agreement, the empty part should be crossed*):

In the event that it is not specifically regulated elsewhere in this contract, notifications according to this contract must be sent in writing to the addressee at the email address below, or/and delivered in person. All such notifications shall be deemed to have been duly delivered: upon certified delivery or, in the case of email, upon arrival in the recipient's system, or if the date of arrival cannot be verified, on the 5th (fifth) working day from the date of sending the email.

With regard to proven delivery of the notification, it is sufficient to prove that the shipment containing the notification was sent to the correct address (email).

The delivery addresses are:

To the Employer: ..... (email address)

To the Employee: ..... (email address)

The Parties jointly state and confirm as fact that they have used the services of an „Intermediary” ..... (name of „Intermediary”) registered by MLSZ and acting on behalf of ..... (name of company) during concluding contract between the football player and the sports club.

This contract was made in Hungarian and in ..... language. In case of any dispute between the Hungarian and ..... language versions the ..... language version should prevail.

The translation was ordered by the .....

The Parties have read the contract, understood it and signed approvingly as one being fully in agreement with their will.

Dated: ..... , .....

.....  
Employer

.....  
Employee

.....  
Intermediary  
(*in case of involving an intermediary,  
otherwise should be crossed out*)

.....  
Authorised Representative  
(*in case of involving underage Player,  
otherwise should be crossed out*)

**I took a copy of the original employment contract:**

**Dated:** ..... , .....

.....  
**Employee**