

COLLECTIVE AGREEMENT

Swedish Elite Football Association (SEF),

Corp. ID no. 825001-5065,
Box 161 03,
SE-200 25 MALMÖ,

and

Swedish Footballers' Association (SFS),

Corp. ID no. 857204-6475,
Box 10004,
SE-434 21 KUNGSBACKA,

have concluded the following collective agreement in respect of terms of employment for footballers for the period from 1 January 2009 up to and including 31 December 2011.

1. Scope of the agreement

The agreement applies, with the exceptions specified in clause 2, to all football clubs and limited sporting companies affiliated to the SEF in their capacity as employees and to elite footballers employed by them as professionals in accordance with the relevant regulations of the Swedish Football Association (SvFF) that are in force at any time. The SEF undertakes also to apply this agreement with regard to players who are not members of the SFS.

The insurance policies that the employee has undertaken to arrange in accordance with clause 11 only cover players with association agreements in first teams, second teams, youth teams and players with association agreements who still play in the oldest junior team.

In the event of a force majeure, the consequence of which is a significant increase in the premium and/or a significant worsening of the insurance cover for one or more of the insurance policies that the employer has committed to arrange in accordance with clause 11, either party may request a negotiation in respect of the termination or renegotiation of such an insurance policy/insurance policies for the next insurance period. In such cases the parties shall make every effort to attempt to find an insurance solution that essentially offers the same insurance cover.

The Player's Agreement jointly confirmed by the SvFF, SFS, EFD and SEF that is in force at any time constitutes an integral part of this agreement.

Note: In the event that a limited sporting company is affiliated to the SEF, but not to the corresponding football club (or vice versa), this agreement shall only be considered to apply to players in first teams, second teams, youth teams and players who still play in the oldest junior teams who are employed by the football club/limited sporting company that is not affiliated to the SEF.

2. General obligations

2.1 Loyalty

Relations between the employer and the player are based on mutual loyalty and mutual trust. The player shall do his best to represent and promote the employer's interests. Full discretion shall be observed, both internally and externally, with regard to the employer's affairs.

2.2 Secondary employment

No player may, either alone or for another employer, undertake work or operate a commercial business that is in competition with or in conflict with the football-related activities run by the employer where the player is employed under this agreement. Nor may any player accept any assignment or run a business that may have a negative effect on the player's employment.

2.3 Identity and health certificate

In order to obtain employment the player shall, if so requested by the employer in connection with the commencement of employment (before the employment contract is signed), confirm his identity and provide a certificate confirming his state of health. The employer designates the doctor and pays the fee for the certificate.

If the employer extends the employment contact, the employer is entitled to request a new certificate in respect of the player's health.

3. Tasks at work and marketing assignments

3.1 Tasks at work

Work as a player includes participation in all football-related activities assigned by the employer to the player. The player shall also perform any other tasks that the employer assigns to the player that have a direct link with the player's employment.

3.2 The player's advertising/sponsorship agreements

During the period of employment the player is entitled to conclude advertising/sponsorship agreements or other agreements on the concession of the player's intellectual rights, on the condition that (i) these agreements are not in direct competition with agreements that the employer has concluded with the employer's major sponsors and (ii) the employer has given his direct consent for this. The player shall therefore always obtain such consent before concluding his own advertising/sponsorship agreements, although the employer may not

withhold consent if the condition under item (i) has been fulfilled. The employer shall give the player a decision on such matters as soon as possible.

Note: 'Major sponsors' mean's employers' sponsorship agreements that are expressly industry-exclusive, employers' sponsorship agreements that make it expressly possible for two sponsors within the same industry to sponsor the employer exclusively or employers' sponsorship agreements that involve regular, not insignificant, direct exposure of the sponsor's logo and/or company name on team shirts or in stadium advertising.

If the employer does not consent to the player concluding an advertising/sponsorship agreement, at the player's request the employer shall be able to explain why the agreement is considered to be in direct competition with the employers' major sponsors.

If a player concludes his own advertising/sponsorship agreement during the period of employment, the contract period in such agreements may not exceed the contract period in the Player's Agreement. When concluding his own advertising/sponsorship agreement, the player shall also make sure that the advertising/sponsorship agreement can be terminated in connection with the premature termination of the player's employment with the employer, whatever the reason might be. If an advertising/sponsorship agreement or other agreements on the concession of the player's intellectual rights are concluded before this agreement comes into force, the player is entitled to complete such agreements without this being considered to be in breach of the provisions of this collective agreement or the Player's Agreement. Furthermore, in the event that a player's previous employment is not covered by this collective agreement, the player may in the same way honour any such agreements concluded before the start of the period of employment.

A player is always prevented from concluding advertising/sponsorship agreements or other agreements on the concession of the player's intellectual rights with (i) the employer's existing sponsors, with (ii) sponsors with whom the employer is negotiating or has initiated discussions, and (iii) with sponsors with whom the employer had an agreement that expired within the last six months.

Note: 'Sponsors with whom the employer is negotiating or has initiated discussions' does not include enquiries to potential sponsors from the employer or similar actions that have not proceeded to discussion or negotiation.

At the player's request, when the period of employment commences the employer shall always provide the player with a list of the employer's major sponsors and on an ongoing basis during the period of employment provide the player with an updated list of these sponsors.

3.3 The employer's right to use the player's name and image in connection with marketing

Unless otherwise agreed, during the period of employment the employer is entitled to use the player and the player's name and image in connection with the employer's marketing, sponsorship sales and advertising/sponsorship activities, on the condition that such use:

- (i) is related to footballing activities and has a direct association with the player's employment,
- (ii) is not in breach of any agreements that the player has concluded,

- (iii) is not in breach of any duty of loyalty that the player might have in respect of another employer and
- (iv) is not in conflict with the player's religious or political convictions.

If the employer intends to use the player or the player's name or image, the employer shall always inform the player in advance.

For any use of the player's name and image other than that defined in this clause 3.3, the player's consent is required in each individual case.

4. Salary

The employer and the player conclude an individual agreement in respect of salary and any other employment benefits.

5. Employment contract, etc.

5.1 General

Employment as a player is time-limited. An employment contract with a player aged 18 or over may not be concluded for more than five (5) years. An employment contract with a player aged 18 or under may not be concluded for more than three (3) years.

The player has no preferential right to re-employment.

The requirement for information about the employment arrangement under section 6 c of the Swedish Employment Protection Act (LAS) is satisfied by the player being provided with a copy of the Player's Agreement, including appendices, containing an appendix with details of the length of the employee's paid holidays and the length of the employee's normal working day or working week, as well as the appropriate collective agreement.

The provisions in sections 15, 28 and 30a of the Swedish Employment Protection Act (LAS) shall not be applied.

5.2 Duty of information in respect of extension, etc.

At least one month before the end of the period of employment, the employer shall enter into negotiations with the player with a view to determining whether the conditions exist to extend the employment contract, unless the player has already been notified that he will not be offered continued employment. The fact that such negotiations are entered into does not constitute a guarantee that the employment contract will be extended, although the employer is obliged to notify the player in connection with such negotiations if he can expect less favourable financial terms of employment.

The player shall notify the employer as soon as possible if the player is exercising his right under the Player's Agreement before the end of the contract period to conclude an agreement or negotiate a transfer to another club/limited sporting company, either Swedish or foreign, as a player.

6. Hours of work

This subsection replaces the Swedish Working Hours Act (1982:673) in full.

The hours of work for players are unregulated. Planning of hours of work and activities takes place in accordance with the provisions of section 9 below. The hours of work are determined by the employer.

The employer shall, however, plan the hours of work in such a way that the player has daily rest periods, breaks, weekly rest periods and does not exceed the maximum weekly hours of work, etc, in accordance with the European Parliament's and the Council's Directive 2003/88/EC of 4 November 2003 concerning certain aspects of the organisation of working time (the Directive). In exceptional circumstances the employer may deviate from the Directive's provisions on daily rest periods (Art. 3), breaks (Art. 4), weekly rest periods (Art. 5) and calculation periods (Art. 16) on the condition that (1) the player receives corresponding leave in lieu close to the instance of deviation or – if not possible for objective reasons to grant such leave in lieu – that the player is offered other suitable protection, and (2) that the calculation period does not exceed (i) 28 days when calculating weekly rest periods and (ii) that the calculation period does not exceed six months when calculating the maximum weekly hours of work.

Note: 'Other suitable protection' means leave on another occasion. This may involve, for example, extra days' holiday. It is assumed that the employer and the player shall reach agreement on when such leave is to be taken as soon as possible.

7. Trade union representative

This subsection replaces sections 5-7 and section 8, subsection 1 of the Act on the Position of a Trade Union Representative at the Work Place (1974:358).

A trade union representative is entitled to the necessary time off for trade union activities. This time off may not, however, be more than is reasonable with regard to conditions at the workplace. The time off, which may not be arranged in such a way that it constitutes a significant obstacle to the general course of work, shall be agreed through consultation between the trade union representative and the employer. When taking time off in respect of trade union activities at the trade union representative's own workplace, the trade union representative shall be entitled to retained employment benefits.

8. Holidays

8.1 General

This subsection replaces sections 12, 16 and 29-30 of the Swedish Annual Leave Act (1977:480).

8.2 Scheduling of holidays

The employer schedules the player's holidays after consultation with him. If agreement cannot be reached, the employer decides. A work-free day cannot, however, be designated as a holiday by the employer.

The player is entitled to at least two (2) consecutive weeks' holiday outside the competitive season.

8.3 Holiday pay

The player continues to receive his basic monthly salary during holiday leave. There is no additional entitlement to holiday pay. Holiday pay shall be specified in accordance with the prevailing legal requirements in force at any time.

8.4 Accrued holiday

Accrued holiday is scheduled after consultation with the player. If agreement cannot be reached, the employer decides. The employer shall specify holiday earned and taken on the player's payslip.

If accrued holiday has not been taken before the employment contract expires, the player shall receive 4.6% of the current monthly salary per accrued day of holiday. Payment shall be made no later than thirty (30) days after cessation of employment.

9. Information and consultation

This subsection replaces sections 11, 12, 14, 19-20 and 38-40 of the Swedish Co-determination in the Workplace Act (1976:580).

A local consultative group consisting of at least two representatives of the players, e.g. the players' council, and the employer in question deals with matters that are normally covered by the subsections mentioned above in the Swedish Co-determination in the Workplace Act. This means, among other things, that the employer is obliged to provide information about the local working environment, how the business is performing financially and the guidelines for personnel policy.

The employer and the players shall work together to develop the club's business in the best interests of the club. The details of this are determined by the employer after consultation (see above).

10. Skills development

The opportunity to develop the player's skills for use after the end of the playing career shall be taken into consideration during the period of employment. The responsibility for such skills development is shared by the employer and the player. Development appraisal meetings shall be held at least once every calendar year and shall be initiated by the employer.

11. Insurance policies, etc.

11.1 Insurance policies

The employer undertakes to arrange insurance in accordance with the content of appendix 1 to this agreement.

11.2 Compensation in connection with sick leave

If the player is on sick leave, the employer guarantees that the player shall receive 80% of the fixed, cash gross salary during the first 30 days of the period of sick leave.

Deductions shall be made in accordance with qualifying periods in connection with sick leave that is not a consequence of the player's footballing activities. Deductions shall not be made in accordance with qualifying periods in connection with sick leave that is a direct consequence of the player's footballing activities.

The employer then guarantees that as from Day 31 up to and including Day 90 the player shall receive 90% of the fixed, cash gross salary up to a level corresponding to SEK 15,000 above the sickness insurance ceiling in force at any time.

Note: The employer's sick pay period is Days 1-14 in the period of sickness. Sick leave that lasts for more than 14 days shall be reported to the Swedish Social Insurance Agency within seven calendar days of the end of the period of sick leave. The Swedish Social Insurance Agency pays sickness allowance as from the 15th day.

12. Negotiation procedure

Unless otherwise regulated in this agreement, the following applies.

The SFS is entitled to negotiate with the employer on matters relating to the relationship between the employer and any member of the SFS who either is or has been employed by the employer. The employer has the same right to negotiate with the SFS.

A party with an obligation to negotiate shall, either itself or through a representative, attend negotiations and, if required, present a justified proposal of a solution to the issue to which the negotiation relates. The parties may agree to adopt another form of negotiation than a meeting.

A party wishing to negotiate shall present an application to the counterparty for a negotiation. If the counterparty so requests, the application shall be made in writing and describe the matter in respect of which negotiation is being requested.

If the parties cannot agree otherwise, a negotiation meeting shall be held within two (2) weeks of the counterparty having received the application for negotiation. The parties are responsible for determining the time and venue of negotiation meetings.

Negotiations shall be conducted with all due urgency. If a party so requests, minutes shall be kept and checked by both parties. Unless otherwise agreed by the parties, a negotiation shall be considered to have been concluded when the party that has completed his obligation to negotiate has given the counterparty written notification that he is retiring from the negotiation.

Players who have been appointed to represent the SFS at negotiations may not be refused reasonable leave of absence to participate in negotiations.

13. Resolution of disputes

If anyone who is entitled to negotiate pursuant to section 10 above wishes to claim damages or other compensation relating to the relationship between the employer and the employee pursuant to law or this collective agreement, he shall call for negotiation within four (4) months of having become aware of the circumstance relating to the claim and within two (2) years of the circumstance having occurred. If a party does not call for negotiation within the prescribed time, he loses the right to negotiation.

If the SFS has not observed the prescribed period for negotiation or for making a claim, the person who is or has been a member of the SFS and who is affected by the dispute may make a claim within one (1) month of expiry of the period.

In the case of a dispute, players who cannot be represented by the SFS shall make a claim within four (4) months of having become aware of the circumstance relating to the claim and within two (2) years of the circumstance having occurred. If a player does not make a claim within the prescribed time, he loses the right to claim.

Disputes relating to the application of this agreement shall be settled by arbitrators in accordance with the Swedish Arbitration Act. The parties, each of whom shall pay half of the costs of the arbitrators, are each responsible for their own costs in connection with the arbitration procedure, regardless of the outcome of the dispute.

Disputes between employers and players with regard to the application of the Player's Agreement mentioned in section 1 above may not be deferred for a decision by a general court of law, but shall be tried in an arbitration procedure pursuant to the SvFF's statutes and the rules adopted by the SvFF.

14. Period of validity

This agreement is valid as from 1 January 2009 up to and including 31 December 2011.

Date

Date

Place

Place

**SWEDISH ELITE FOOTBALL
ASSOCIATION**

.....
Kenneth Håkansson

.....
Tommy Theorin

**SWEDISH FOOTBALLERS'
ASSOCIATION**

.....
Per Ågren

.....
Gert Persson

.....
Magnus Erlingmark

.....
Anders Jemail