

**REPRESENTATION CONTRACT BETWEEN PLAYER AND AGENT**

**The parties**

Roy Messing, residing at 260 Silver Spring Road, Ridgefield, Connecticut 06877, United States of America, who is associated with Global Sport Group, LLC, a limited liability company organized in Delaware and having its registered office at 2711 Centerville Road, Wilmington, Delaware 19808, United States of America; Mr. Messing is hereafter referred to as *Players’ Agent*; Global Sport Group, LLC is hereinafter referred to as *GSG*;

and

\_\_\_\_\_, residing at: \_\_\_\_\_, date of birth: \_\_\_\_\_  
(hereafter, the *Client*)

have agreed to conclude a representation contract as follows:

**1) Duration**

This contract will be valid for twenty-four (24) months. It will take effect on \_\_\_\_\_ and terminate on \_\_\_\_\_.

**2) Remuneration**

Only the Client may remunerate the Players’ Agent for the work he has accomplished.

The Players’ Agent shall receive a commission amounting to 10% of the annual gross basic salary due to the Client as a result of the employment contracts negotiated by the Players’ Agent.

- a lump sum payment at the start of the employment contract: \_\_\_\_\_
- annual payments at the end of each contractual year: \_\_\_\_\_

Note: See Attachment A for terms of additional remuneration to Players’ Agent.

**3) Exclusivity**

The parties agree that the placement rights be transferred

exclusively: \_\_\_\_\_

not exclusively: \_\_\_\_\_

Players’ Agent Initials:\_\_\_\_\_

Client Initials:\_\_\_\_\_

to the Players' Agent.

#### **4) Other agreements**

Other special arrangements that comply with the principles contained in the Players' Agents Regulations are enclosed with this contract as Attachment A. The parties agree that Attachment A is an integral part of this contract and as such will be deposited by the Players' Agent with the relevant national association.

#### **5) Mandatory legislation**

The parties agree to adhere to the public law provisions governing contracts, job placement and other mandatory national legal provisions in force in the country concerned as well as in applicable international law and treaties.

#### **6) Final notes**

This contract has been signed in four duplicates, each nonsignature page of the contract (including Attachment A) has been initialed by the Players' Agent and the Client, and the copies have been distributed as follows:

1. National association with which the players' agent is registered: United States Soccer Federation
2. National association with which the client is registered: \_\_\_\_\_
3. Players' Agent
4. Client

*[Signature page follows]*

Players' Agent Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

**NOTE:** Additional terms of this contract are contained on Attachment A. Both parties understand that these additional terms are an integral part of this contract, and are incorporated by reference as if they were set forth above.

Place and date:

Place and date:

**PLAYERS' AGENT:**

**CLIENT:**

\_\_\_\_\_  
Roy Messing

\_\_\_\_\_  
Print name below:

**Confirmation of receipt of contract:**

Place and date:

Place and date:

The Players' Agent's  
national association:

The Client's  
national association:

\_\_\_\_\_  
(Stamp and signature)

\_\_\_\_\_  
(Stamp and signature)

**NOTE: Attachment A follows.**

**ATTACHMENT A**  
**to**  
**STANDARD REPRESENTATION CONTRACT**

**7) Scope of Representation; Exclusivity**

By this contract Client retains Players' Agent to act as Client's sole and exclusive representative for the twenty-four (24) months following the Effective Date (the "Term") to represent, advise, and counsel Client with respect to all contracts entered into with professional football/soccer clubs *worldwide* (the "Territory") and in all business affairs related to Client's status as a professional football/soccer player, including but not limited to product endorsements, sponsorships, promotional activities, and other marketing contracts anywhere in the Territory. As Client's sole and exclusive representative, Players' Agent shall use all commercially reasonable efforts to: (i) introduce Client to appropriate professional football/soccer clubs *anywhere in the Territory* (the "Clubs"), (ii) assist with the transfer or loan of Client from one Club to another and the signing of Client by a Club when Client is in out-of-contract status, including assist in obtaining any approvals from national associations that may be required, (iii) assist in the negotiation of any renewal contract between Client and a Club, (iv) assist in arrangements for the release of Client from a Club for duty on a national team in international competitions, (v) develop endorsement, sponsorship, promotional, and other marketing opportunities for Client, and (vi) provide general advice and counsel to Client during the Term hereof.

**8) Additional Remuneration**

8.1 In addition to the commission payable to the Players' Agent under Section 2 above, the Players' Agent shall receive:

(a) a fee of ten percent (10%) of the gross basic salary due to Client at any time under any contract with a Club, league or national association *anywhere in the Territory* that was executed or negotiated in whole or in part during the Duration of this contract;

(b) a fee of ten percent (10%) of the gross amount of any (i) signing bonus, (ii) match appearance payment, or (iii) other payment based on match appearances, received by Client at any time under any contract entered into with any Club, league or national association *anywhere in the Territory* that was executed or negotiated in whole or in part during the Duration of this contract; and

(c) a fee of twenty percent (20%) of the gross endorsement, sponsorship, promotional, or other compensation due to Client at any time from any party *anywhere in the Territory* related to the Client's status as a

Players' Agent Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

professional football/soccer player that was executed or negotiated in whole or in part during the Duration of this contract.

8.2 All amounts due under Section 2 and Section 8.1(a) shall be paid to Players' Agent in accordance with the payment terms designated in Section 2. All amounts due under Section 8.1(b) shall be paid to Players' Agent on the last day of each year in which the Client receives such compensation. All amounts due under Section 8.1(c) shall be paid to Players' Agent on the first day of each year of the Client's contract for the relevant services or, in the absence of a contract for such services with a term of one year or more, upon receipt by Client of each amount of compensation for the relevant services.

8.3 For the avoidance of doubt:

(a) all remuneration due to Players' Agent under Section 2 and Section 8.1 shall be paid without deduction or offset; and

(b) in view of the exclusive nature of this contract and of the benefit to the Client of the general advice and counsel available to him by or through the Players' Agent during the Duration of this contract, all fees, including fees due on compensation arising out of employment contracts, shall be earned, and due in accordance with the terms of this contract, whether or not Client elects to use Players' Agent's services in the course of consummating or fulfilling a transaction described in Section 2 or Section 8.1.

## 9) General Terms

9.1 Client shall have final approval of all contractual terms, and Players' Agent cannot enter in to any contract binding Client without Client's approval. Client's signature on a contract shall be conclusive evidence that he has approved all of its terms.

9.2 Players' Agent warrants that he is a duly licensed FIFA Players' Agent and is free to enter into this contract. Client warrants that he is free to enter into this contract, that he is not currently represented by or under contract for representation with any other party, and that absent the prior written consent of Players' Agent, Client will not enter into a contract for representation with any other party during the Duration of this contract.

9.3 Client acknowledges that Players' Agent will delegate to certain of his associates in GSG, and may also engage outside professionals, including attorneys, accountants, and other FIFA-licensed Players' Agents to assist in, the performance of certain terms of this contract, and that Agent may assign the proceeds derived from this contract in Players' Agent's sole

Players' Agent Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

discretion. Players' Agent acknowledges that no such engagement or assignment (i) shall relieve Players' Agent from the obligation to supervise and see that all the services of the Players' Agent set forth in this contract are furnished to the Client, or (ii) result (without Client's prior written consent) in any remuneration additional to that provided for in this contract becoming due from Client. Notwithstanding the foregoing, Players' Agent may assign this entire contract, but only (a) with the prior written consent of Client, and (b) to another FIFA-licensed agent or to an attorney domiciled and authorized to practice in the country of residence of the Client as a lawyer in compliance with the rules in force in his country of domicile. In the event of an assignment of this entire contract as described in the preceding sentence, (x) neither Players' Agent nor his associates shall have any further obligation for the performance of the terms of this contract, but (y) Client shall continue to be obligated (unless otherwise agreed by Players' Agent in writing) to pay Players' Agent the remuneration due under this contract with respect to contracts that were executed or negotiated in whole or in part during the Duration of this contract prior to the date of said assignment.

- 9.4 The parties agree that this contract will be governed by and construed in accordance with the laws of the State of Delaware, United States of America, without regard to conflict of laws principles which could cause the application of the laws of any other jurisdiction. Any and all disputes arising between Player' Agent and the Client under this contract shall be decided: (a) if the Players' Agent, Client, Club and/or another players' agent are all registered with the same national association, by the national association concerned, and, if not, by the FIFA Players' Status Committee, or (b) to the extent the relevant national association or the FIFA Players' Status Committee refuses to accept the submission of, or does not finally rule on, all or any part of the dispute, or refuses to enforce any provision of this contract (including a subsection thereof) that is enforceable under applicable law, by binding arbitration (of all or the unresolved part of the matter, as the case may be) in New York County, New York State, United States of America under the Rules of Arbitration of the International Chamber of Commerce, by one arbitrator appointed in accordance with said Rules. Each party shall bear his own expenses (including attorneys' fees) and 50% of any tribunal fees arising out of any proceeding described above.

Any action at law or in equity by either party to enforce a ruling issued by a tribunal pursuant to the above procedure, including by way of injunctive relief, may be brought in a court in any country, territory, state, municipality, or other jurisdiction that the party seeking to enforce the ruling in his sole discretion elects, and each party to this contract hereby consents to, and agrees not to contest, the jurisdiction and/or convenience of the forum or forums elected.

Players' Agent Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

- 9.5 If this contract is translated into a language other than English and there arises a conflict or ambiguity between this English language version and the non-English language version, the English language version of this contract shall prevail and be given full force and effect.
- 9.6 Any notice given to either party shall be in writing and shall be deemed to have been given when delivered either personally, by confirmed facsimile, by overnight delivery service (such as DHL) or send by certified or registered mail, postage prepaid, return receipt requested, duly addressed to the party concerned at the address indicated below or to such changed address as the party may subsequently give notice of:

Players' Agent:

Mr. Roy Messing  
 Managing Director  
 Global Sport Group, LLC  
 260 Silver Spring Road, Suite 100  
 Ridgefield, Connecticut 06877  
 USA

Fax: 001.203.643.2220

Client:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Fax: \_\_\_\_\_

- 9.7 The parties hereto agree that this contract contains the entire understanding and agreement between them, and supersedes all prior understandings and agreements between the parties respecting the subject matter hereof, and that the provisions of this contract may not be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by the parties hereto. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this contract to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No agreement or representation, oral or otherwise, express or implied, with respect to the subject matter hereof has been made by either party which is not set forth expressly in this contract.
- 9.8 The invalidity or unenforceability of any provision or provisions (including a subsection of any provision or provisions) of this contract shall not affect the validity or enforceability of any other provision or provisions of this contract, which shall remain in full force and effect.
- 9.9 This contract may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one

Players' Agent Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_

and the same instrument. Faxed signatures shall be as binding as originals.

- 9.10 The Client declares and represents that: (a) he has read and understands this contract, (b) he has been given the opportunity to consult with an attorney if he so desires, (c) he intends to be legally bound by the promises set forth in this contract and enters it freely, without duress or coercion, and (d) he has retained a copy of this contract for his records.

Players' Agent Initials: \_\_\_\_\_

Client Initials: \_\_\_\_\_