

COLLECTIVE LABOUR AGREEMENT

**COLLECTIVE LABOUR AGREEMENT FOR PROFESSIONAL FOOTBALL CONTRACT
PLAYERS IN THE NETHERLANDS**

Term from 1 July 2023 up to and including 30 June 2027

FOREWORD

The previous collective labour agreement for Professional Football Contract Players in the Netherlands had a term from July 1, 2020 to June 30, 2023. The Social Partners – FBO (Federation of Professional Football Organisations) on the one hand, and ProProf and VVCS (Association of Contract Players) on the other – have already entered into consultations regarding its extension at an early stage. This has resulted in the agreement in principle of 21 October 2022, and the outcome is laid down in the present Collective Labour Agreement for Professional Football Contract Players in the Netherlands 2023 -2027.

The fact that the Social Partners proceeded to do this well in advance of the expiration of the old collective labour agreement was motivated in part by the particularly sad health situation of the late Serge Rossmesl, FBO Director. This has accelerated the collective bargaining process, but without sacrificing due diligence. The influence Serge has had on the collective labour agreement as it reads today, as well as the role he played in the current good relations between the Social Partners, is extraordinary. In the most positive sense, of course. With his connecting forces, his sense of humour and ever-positive mentality, Serge contributed to the fact that the Social Partners now work together with enthusiasm, fun, optimism, mutual respect and with an eye for each other's interests.

One of the reasons for this is that with the agreement in principle and, by extension, the present collective labour agreement, the Social Partners wish to confirm the good cooperation between the Social Partners and to emphasise the importance of good social relations. This also satisfies the collective desire to pay Serge a more than deserved tribute. The Social Partners are very grateful to Serge that he was still willing and able to sign the agreement in principle on behalf of the FBO on 21 October 2022.

Serge passed away on 30 October 2022. It deeply saddens everyone, in particular the Social Partners, to miss him. Serge was invaluable. The Social Partners have agreed with each other that in the future they will act and cooperate in the spirit and words of Serge:

'Live positively, don't be suspicious, let the glass be half full, be nice to each other, count to 10 a little more often and oblige the other person every once in a while.' (Serge Rossmesl, LinkedIn September 2022)

18 April 2023

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COLLECTIVE LABOUR AGREEMENT FOR PROFESSIONAL FOOTBALL CONTRACT PLAYERS
IN THE NETHERLANDS

2023 - 2027

COLLECTIVE LABOUR AGREEMENT

This agreement is made between:

The association having full legal capacity De Nederlandse Federatie van Betaald voetbal Organisaties (FBO), having its registered office in Utrecht and its principal place of business in Zeist, as the party of the first part,

and

The association having full legal capacity Vereniging van Contractspelers VVCS, having its registered office in Hoofddorp and its principal place of business in Hoofddorp,

and

The association having full legal capacity ProProf, having its registered office in Utrecht and its principal place of business in Culemborg,

Jointly acting as party on the other side

hereinafter jointly referred to as 'Parties',

The Parties have entered into the following Collective Labour Agreement.

Article 1

Definitions

In this agreement, the following terms will have the following meanings:

1. Employer: the professional football organisation having full legal capacity, member of the party of the first part, which has been allowed to participate in the men's leagues of the professional football section of the KNVB.
2. Employee: the football player who has an employment contract (also referred to as a player contract) with an Employer and has been registered as a contract player with the professional football section of the KNVB for participation in the men's leagues of the professional football section.
3. Month: a calendar month.
4. Working hours: the number of hours per week during which the Employee normally performs duties for the Employer.
5. Monthly Salary: the agreed fixed gross salary per month, agreed upon subject to the Dutch Minimum Wage and Minimum Holiday Allowance Act, including guaranteed gross premiums for league, play-off (play-offs for promotion/relegation and play-offs for participation in European club leagues), cup and friendly matches.
6. Annual salary: the sum of twelve Monthly Salaries.
7. Monthly Income: the Monthly Salary, plus the premiums for league, play-off (play-offs for promotion/relegation and play-offs for participation in European club leagues), cup and friendly matches to the extent that they exceed the guaranteed premiums, but explicitly no holiday allowance.
8. Annual Income: the sum of the twelve Monthly Incomes, increased by any special remunerations, but explicitly no holiday allowance.
9. Players Council: the representative body of the Employees with an Employer.
10. Players Council Regulations: the regulations as referred to in Article 18 of this Collective Labour Agreement.
11. *Stichting CAO voor Contractspelers*: the joint consultation platform as referred to in Article 22 of this Collective Agreement.
12. Spouse: the Employee's wife or husband. An unmarried adult who has run a joint household with the Employee over a period of at least six months will also be deemed a Spouse, unless this person is a blood relative in the first degree. A joint household exists, if two persons have their primary residence in the same dwelling and demonstrably take care of each other by contributing to the costs of the household. A joint household will in any event be deemed to exist, if the persons concerned have their principal residence in the same dwelling and have undertaken towards each other to contribute to the household by means of a cohabitation contract or are deemed to conduct a joint household on the basis of a registered partnership.
13. CFK: *Stichting Contractspelersfonds KNVB* (KNVB Contract Players Fund Foundation).
14. Season: the period from 1 July to 30 June of the following calendar year.

Article 2

Scope

This Collective Labour Agreement applies to all employment contracts between Employees and Employers.

Article 3

General obligations and rights of the Parties

1. The Parties are obliged to comply with the provisions of this Collective Labour Agreement, unless such circumstances arise that they cannot reasonably be required to do so.
2. The Parties undertake to promote compliance with this Collective Labour Agreement among their members and to refrain from taking or promoting action that could prejudice the proper performance of this Collective Labour Agreement in any way.
3. The Parties undertake to settle disputes in connection with the interpretation or application of, or the compliance with the provisions of this Collective Labour Agreement in mutual consultation. If the Parties do not come to a solution of the dispute in mutual consultation, the Parties will submit the dispute to the competent civil court.
4. The Parties are obliged to promote the appeal of the professional football product in general and the quality of the matches and the leagues in particular with all means available to them.
5. The Parties will make every effort to broaden and deepen the social role of (professional) football and, where possible, will strive to strengthen that social role (within their own field).
6. The Parties will promote that persons not authorised thereto will not be involved in the formation, amendment or termination of employment contracts between Employers and Employees.
7. The Parties will make maximum use of all the means available to them in order to prevent and combat any form of match-fixing as described in Article 4, paragraph 9 and Article 5, paragraph 9 of this Collective Labour Agreement.
8. The Parties seek to have the Collective Labour Agreement declared universally binding.
9. In the event of special circumstances that the Parties could not foresee at the time of entering into this Collective Labour Agreement (as, for example, was the case with the COVID-19 pandemic) and that may have an impact on the entire professional football sector, the Parties undertake to consult with each other and then to make every effort to jointly limit the negative consequences of these special circumstances, taking into account the interests of (the parties involved in) professional football and subject to the standards of reasonableness and fairness, and the principle of solidarity.
10. If any part of the Collective Labour Agreement is found to be in conflict with mandatory law or is found to be invalid for any other reason, the invalidity of that part will not cause the entire Agreement to become invalid. In such a case, the Parties are obliged to enter into consultations about the revision of the invalid provision(s), in the sense that the purpose initially intended by the Parties of the part later found to be invalid is

approximated as much as possible in the spirit of this Collective Labour Agreement and in accordance with the principle of reasonableness and fairness.

Article 4

General obligations of the Employer

1. The Employer is obliged to comply with the provisions of the Collective Labour Agreement in accordance with the requirements of reasonableness and fairness.
2. The Employer is obliged to enter into a written individual employment contract with each Employee, signed in triplicate, in which this Collective Labour Agreement will be declared applicable.
3. When entering into an individual employment contract, the Employer is obliged to provide the Employee, digitally or otherwise, with a copy of this Collective Labour Agreement.
4. The Employer is obliged to provide the Employee with a copy of the individual employment contract.
5. The Employer is obliged to ensure that the employment contract between it and each individual Employee includes the contents of the standard player contract as referred to in Article 53 of the Professional Football Regulations of the KNVB (as stipulated from time to time pursuant thereto), the current version of which has been incorporated into this Collective Labour Agreement as Annex I.
6. The Employer will see to the application for registration with the KNVB of each individual employment contract that it enters into with an Employee.
7. The Employer is obliged to immediately inform the Employees and the Parties of a financial emergency situation at the Employer's. A financial emergency situation exists as soon as the Employer can no longer fulfil its financial obligations towards the Employees.
8. In the event of an Employee being loaned to another professional football organisation, the Employer is obliged to – in any case – include in the loan contract the conditions of the standard loan contract drafted by the Parties. The loan contract can be obtained from the FBO.
9. The Employer must refrain from acts aimed at unlawfully influencing results of matches or leagues in which the Employer is taking part. Influencing is deemed to include either directly or indirectly instructing, permitting and/or enabling someone to influence a match/league.

Article 5

General obligations of the Employee

1. The Employee is obliged to comply with the provisions of the Collective Labour Agreement based on reasonableness and fairness.
2. The Employee is obliged to sign an individual employment contract in which the Collective Labour Agreement will be declared applicable.
3. The Employee is obliged to ensure that the individual employment contract between him and the Employer includes the contents of the standard player contract as referred to in Article 53 of the Professional Football Regulations of the KNVB (as stipulated from time

to time pursuant thereto), the current version of which has been incorporated into this Collective Labour Agreement as Annex I.

4. The Employee is obliged to represent the interests of the Employer as a good employee.
5. The Employee is obliged to properly perform the duties assigned to him by or on behalf of the Employer and to follow the instructions and regulations provided by the Employer, such as those with regard to the place where and the time at which said duties are to be performed, insofar as this may reasonably be required of him.
6. The Employee is obliged to periodically submit to a medical examination at the expense of the Employer, by a physician designated by the Employer in accordance with the relevant applicable regulations.
7. If agreed in writing with the Employer, the Employee is obliged to submit to any insurance examination.
8. The Employee is obliged to follow the instructions given by the Employer's medical staff with regard to medical care and hygiene.
9. The Employee will refrain from :
 - betting on the result, progress and/or course of any match or league in which he is participating or has participated in that season or in which he has or may have, directly or indirectly, any degree of influence;
 - betting on any other matter concerning or related to any club participating in a league in which he is participating or has participated, during the season in question, including but not limited to player transfers, team selection or disciplinary sanctions;
 - betting on the result, progress and/or course of any match or league played in the youth leagues;
 - any other acts aimed at unlawfully influencing results of matches, including but not limited to directly or indirectly instructing, allowing and/or giving someone the opportunity to enter into the aforementioned bets.

Furthermore, Employee will immediately proceed to report in writing to the Section Board under which they reside if they have received requests to perform acts aimed at unlawfully influencing results of matches. A written report as mentioned in the previous sentence is recognised as a report via the so-called 'VVCS Red Button application'. The provisions of this article are based on what was included at the time of the signing of this Collective Labour Agreement in Article 2 paragraph 2 letters e and f of the General Regulations of the KNVB.

Article 6

Start and end of the employment

1. The effective date of the employment contract between the Employer and the Employee will be stated in the individual employment contract. The employment contract must always be entered into for a fixed term and end on 30 June of any year.
2. In derogation from the provisions of Section 7:668a of the Dutch Civil Code, all fixed-term employment contracts concluded between the Employer and the Employee will continue to be deemed to have been entered into for a fixed term. The provisions of this paragraph apply to employment contracts that follow each other with intervals of no more than six months, regardless of the term of the employment relationship arising from

the successive employment contracts and regardless of the number of successive employment contracts underlying the employment relationship. A maximum of 12 years is applicable to the above provisions.

3. The first fixed-term employment contract ends by operation of law on the expiry of the agreed term.

Explanatory notes to Article 6, paragraph 3

The end of the fixed-term employment contract should be announced in the manner as laid down in Section 7:668 (1) of the Dutch Civil Code.

4. The extended fixed-term employment contract ends:
 - a. With due observance of the statutory termination possibilities, or;
 - b. By the notice to the Employee or Employer, as laid down in paragraphs 5 and 6 of this article.
5. The Employer must give the Employee the notice referred to in paragraph 4 letter b of this article by registered letter no later than 31 March of the year in which the employment contract ends. If the notice was not given in time, the employment contract will continue by operation of law for a period of one year, unless the Employee gives notice (as referred to in paragraph 6 of this article). The date on the proof of registration will determine if the notice was given in time.

Explanatory notes to Article 6, paragraph 5

The Employer can give the notice to the Employee by means of registered post up to and including 31 March. This means that the notice may reach the Employee after 31 March, but the notice will have been sent in time if the notice was sent by registered post on 31 March. Therefore, the date on the notice of registration will determine if the notice was given in time.

6. The Employee must give the notice referred to in paragraph 4 under b of this article to the Employer by registered post, no later than 15 May of the year in which the employment contract ends. If the Employer did not give notice as referred to in paragraph 5 or did not do so in time and the Employee also did not give notice or did not do so in time, the agreement will continue by operation of law for a period of one year. The date on the proof of registration will determine if the notice was given in time.

Explanatory notes to Article 6, paragraph 6

The Employee can give the notice to the Employer by means of registered post up to and including 15 May. This means that the notice can reach the Employer after 15 May, but the notice will have been sent in time if the notice was sent by registered post on 15 May. Therefore, the date on the notice of registration will determine if the notice was given in time.

7. The employment contract governed by this article is fully subject to the provisions of Articles 7:671b, 677, 678 and 679 of the Dutch Civil Code. An Employer who has ended the employment contract with the Employee by invoking the provisions of paragraphs 4 and 5 of this article and then decides to continue the employment contract with the same Employee after all can do so only on employment conditions that are at least equal

to the conditions applicable in the last year of the previously terminated employment contract.

8. In derogation from Article 6, paragraph 7, the Employer and Employee may, until 1 July of the year in which the employment contract ends, decide – after termination of the employment contract – to continue the employment contract with each other after all, provided that the condition that the employment contract will be continued on the written request of the Employee is met and that both agree to this continuation in writing.

Article 7

Working hours

1. The working hours of an Employee in full-time employment, calculated over a period of 26 weeks, are on average 40 hours a week.
2. The working hours include the time during which the Employee is available for training sessions and matches, which includes the time required for preparing for training sessions and matches with the team and for medical care in connection therewith. The provisions of this paragraph also apply during periods in which matches are played abroad as well as during training camps.
3. Travel time in the Netherlands and abroad in connection with playing matches will in principle be counted as working hours. On the basis of the average travel time of all players involved in professional football, the travel time is fixed at 2 hours a week or 104 hours on an annual basis. The travel time abroad will be determined on a case-by-case basis, in consultation with the Players Council.

Article 8

Salary provisions

1. A Monthly Salary will be granted to Full-time Employees that is at least equal to the legal minimum wage by age, as determined annually on the basis of the Minimum Wage and Minimum Holiday Allowance Act.
- 2a. Part-time Employees of the Employer who are below the age of 23 are granted a Monthly Salary of at least 55.5% of the statutory minimum wage by age, as determined on an annual basis pursuant to the Dutch Minimum Wage and Minimum Holiday Allowance Act.
- 2b. Part-time Employees of the Employer who are below the age of 23 will be granted a Monthly Salary for the remaining term of the contract of at least 100% of the statutory minimum wage by age, as determined on an annual basis pursuant to the Dutch Minimum Wage and Minimum Holiday Allowance Act, in case the Employee in question played at least 8 Official matches in the first team of the Employer in a season. The obligation to pay this Monthly Salary this wage has no retroactive effect and takes effect from the day on which the Employee participates in the eighth Official match. For the purpose of this paragraph, Official matches refer to:

- matches of the Employer's first team that are part of the league (Premier League (Eredivisie) or First Division), any play-offs (in connection with promotion/relegation or European ticket) or the KNVB cup.
- 2c. Part-time Employees of the Employer who are aged 23 or over, will be granted a Monthly Salary of at least 100% of the statutory minimum wage, as determined on an annual basis pursuant to the Dutch Minimum Wage and Minimum Holiday Allowance Act.
- 3a. Employers who have a team in the Premier League must employ at least 18 Employees who earn a Monthly Salary of at least 100% of the minimum wage by age as established annually on the basis of the Minimum Wage and Minimum Holiday Allowance Act and who have not been loaned to another professional football organisation.
- 3b. The Employer competing in the Premier League must employ at least 16 Employees who earn a Monthly Salary of at least 100% of the minimum wage by age as established annually on the basis of the Minimum Wage and Minimum Holiday Allowance Act and who have not been loaned to another professional football organisation.

Explanatory notes to Article 8, paragraphs 3a and b

The obligation to employ a minimum number of Employees as referred to in Article 8, paragraphs 3a and b, applies for the duration of the season, while in the periods designed by the KNVB as so-called transfer periods, the club can (and may) – in connection with the transfer of players – temporarily have a lower than the minimum number of players in its employment. In any case, at the end of such transfer period, the condition with regard to the minimum number of Employees that an Employer must have in its employment must be complied with in full.

4. In addition to the conditions of Article 1, paragraph 2 of this Collective Labour Agreement, Employees as referred to in paragraphs 3 and 6 of this article include those players who have an employment contract with another professional football organisation, but have been loaned by the Employer referred to in paragraphs 3 and 6.
5. The Monthly Income will be paid out to the Employee no more than 10 days after the end of the Month.
6. In derogation from the provisions in paragraph 3 of this article, the following arrangement applies to the Employer who has been promoted from the Second Division to the First Division in accordance with KNVB regulations applicable at the time:
- The Employer competing in the First Division after having been promoted from the Second Division must employ at least 10 Employees who earn a Monthly Salary of at least 50% and at least 6 Employees who earn a Monthly Salary of at least 100% of the minimum wage by age as determined on an annual basis pursuant to the Dutch Minimum Wage and Minimum Holiday Allowance Act in the first season after said promotion.
 - The Employer competing in the First Division after having been promoted from the Second Division must employ at least 8 Employees who earn a Monthly Salary of at least 50% and 8 Employees who earn a Monthly Salary of at least 100% of the minimum wage by age as determined on an annual basis pursuant to the Dutch Minimum Wage and Minimum Holiday Allowance Act in the second season after said promotion.

- The Employer competing in the First Division after having been promoted from the Second Division must employ at least 4 Employees who earn a Monthly Salary of at least 50% and 12 Employees who earn a Monthly Salary of at least 100% of the minimum wage by age as determined on an annual basis pursuant to the Dutch Minimum Wage and Minimum Holiday Allowance Act in the third season after said promotion.
- The Employer competing in the First Division after having been promoted from the Second Division will have to comply with the provisions set forth in paragraph 3b of this article in the fourth season after said promotion.

Article 9

Holiday allowance

1. The employee is entitled to a holiday allowance of 8 percent of his Annual Income with a maximum of 8 percent of 3 times the full statutory minimum wage on an annual basis (for those aged 21 and over), as determined on an annual basis pursuant to the Minimum Holiday allowance and Minimum Holiday Allowance Act, to be paid out along with the income of the month of May.
2. If the Employee receives an Annual Salary of at least three times the maximum daily wage determined for that year for the purposes of the WW/WIA, the holiday allowance will be deemed to be already included in the Annual Salary. In that case, the Employee will not have a separate entitlement to a holiday allowance.

Explanatory notes to Article 9

In Article 9, full statutory minimum wage means the statutory minimum wage as determined pursuant to Minimum Age and Minimum Holiday Allowance Act for employees who are 21 years or older on 1 January immediately preceding the relevant month of May.

Article 10

Authorised absence/paid leave

1. The Employee retains entitlement to the salary agreed for the time period in the following cases and for the respective terms of leave stipulated for each of these cases during which he is unable to perform the agreed duties, provided that, where possible, he informs the Employer or the Employer's authorised representative of his absence at least one day in advance, on submission of evidence, and actually attends the event or ceremony related to the relevant case:
 - a. from the day of death up to and including the day of the funeral in the event of the death of the Employee's Spouse or parents or of a child or foster child belonging to the Employee's family;
 - b. for one day on the day of the funeral of grandparent(s), grandparent(s) of the Spouse, brother(s), sister(s), parent(s)-in-law, son(s)-in-law, daughter(s)-in-law, brother(s)-in-law and sister(s)-in-law of the Employee;

- c. one day to give official notice of the Employee's intended marriage and two consecutive days for his marriage;
 - d. one day for the marriage of one of his children, foster children, brothers and sisters, parents and parents-in-law, brothers-in-law and sisters-in-law;
 - e. one day when the Spouse gives birth;
 - f. one day for the Employee to move house;
 - g. a time period of up to two days to be determined by the Employer in accordance with the requirements of reasonableness and fairness, if the Employee is prevented from performing his duties due to a personal obligation imposed on him by or pursuant to the law, through no fault of his own, provided that the relevant obligation cannot be fulfilled in his free time and subject to deduction of the compensation for loss of income that he could receive from third parties.
2. At the request of the VVCS or ProProf, of which the Employee in question is a member, the Employer will – within limits deemed reasonable by the Employer – grant an Employee paid leave in the following cases:
 - a. to attend a meeting of the VVCS or ProProf, if the Employee forms part of a managing body of the VVCS or ProProf or is a delegate to said meeting;
 - b. to participate in a training session or education meeting organised by the VVCS or ProProf.
 3. The VVCS or ProProf will normally submit the request for leave for the activities referred to in paragraph 2 of this article to the Employer in writing and in time.
 4. The Employer will also grant paid leave to an Employee who is a member of the Central Players Council (CSR) and who must be present in that capacity for attending:
 - a. Meetings of and with the CSR;
 - b. the Professional Football General Meeting of the KNVB;
 - c. other KNVB meetings to which the CSR is invited.

Explanatory notes to Article 10:

The Employee may claim other paid leave (subject to conditions). An overview of the forms of paid leave and how they are calculated is contained in the Work and Care Act (to be consulted via government.nl). A practical explanation of the forms of paid leave and how to apply for it can also be found on the UWV website and the central government website.

Article 11

Holidays

1. The holiday year runs from 1 July up to and including 30 June.
2. The Employee acquires 20 days' paid holiday entitlement per holiday year based on full-time employment. For part-time employment, this entitlement applies proportionately.
3. An Employee who is or was in the employment of the Employer for only a part of the holiday year is entitled to a proportionate part of the holidays specified in this paragraph, subject to the provisions in paragraph 4 of this article.
4. For the calculation of the number of holidays, an Employee who enters the employment or leaves the employment on or before the 15th day of a month will be deemed to have

- entered or left the employment on the first day of that month and an Employee who enters or leaves the employment after the 15th of a month will be deemed to have entered or left the employment on the first day of the following month.
5. Upon commencement of the employment, the Employee is required to communicate how much holiday entitlement he accrued with his previous employer(s) but did not yet take. The Employee will be entitled to take those holidays as unpaid leave.
 6. The Employee will not accrue any holidays in respect of the period during which he cannot claim income expressed in monetary terms on account of not performing his duties.
 7. The provisions in paragraph 6 of this article do not apply if the Employee has not performed his duties due to:
 - a. illness or accident, unless intentionally caused by the Employee;
 - b. leave arising from leave accrued in previous employment but not yet taken.In these cases holidays are still acquired in respect of the first 12 months during which no work is performed, with the duration of the interruption from the respective causes being added up. If an interruption of work as referred to under a or b of this paragraph takes place in more than one holiday year, the part of the interruption that took place in a previous year is taken into account for the calculation of the period of absence.
 8. The provisions in paragraph 4 of this article apply equally in respect of the time of the commencement and end of the interruption referred to here.
 9. The holidays accrued in the cases referred to in paragraph 7 under a. or b. of this article will lapse if the Employee terminates the employment before resuming his duties.
 10. At least three weeks of the holidays referred to in paragraph 2 will normally be granted consecutively.
 11. An Employee who has not yet reached the age of 18 on 1 May of the calendar year and who is no longer obliged to attend school accrues holidays in respect of the time he spends on following training which the Employer must give him the opportunity for under the law.
 12. In the event of premature termination of the employment contract, the Employee will, at his request, be given the opportunity to take the holidays to which he is still entitled, provided that those days may not be counted for the notice period unilaterally.
 13. If the Employee has not taken the holidays to which he is entitled, he will be paid an amount proportionate to one day's salary for every day not taken. Excess holidays taken will be deducted from the Monthly Salary in the same manner.
 14. The Employer will issue the Employee with a statement at the end of employment showing the length of unpaid holidays to which the Employee is still entitled at that time.
 15. The holidays referred to in paragraph 2 of this article will only be taken by the Employee during the so-called winter or summer break.

Explanatory notes to Article 11, paragraphs 5, 10, 13:

In paragraph 5 it is assumed that the previous Employer(s) has (have) settled the holiday(s) not yet taken with the Employees. On the basis of the statement referred to in paragraph 13, the Employee may take these holiday(s) as unpaid leave. The provision set out in paragraph 10 means that at least 21 holidays must be taken consecutively.

Article 12

Healthcare insurance contribution

1. The Employee may be entitled to a monthly gross contribution in respect of the costs of his healthcare insurance and that of his family if the provisions in paragraphs 3 and 4 of this article have been complied with. The right to or the amount of this contribution depends on the calculation as shown in paragraph 2 of this article.
2. If the sum of
 - 50% of the Employer's levy under the Health Care Insurance Act, calculated on a maximum of €40,000 annually; and
 - 50% of the flat-rate premium of the basic insurance for the Employee and his family; and
 - 50% of the costs of the flat-rate premium of the additional insurance for the Employee and his family;exceeds 100% of the employer's levy under the Health Care Insurance Act, but calculated over up to €40,000 annually, the Employee will be entitled to a contribution in the amount of the difference between the established total and the calculated Employer's levy. If the combined total is less than 100% of the calculated Employer's Levy, the Employee will not be entitled to a contribution.
3. The Employee will only be entitled to the contribution for his Spouse/Wife, if he/she is not already receiving, or entitled to receive, a reimbursement through her own employer for the cost of the nominal premium due for the basic and/or additional insurance by virtue of employment elsewhere.
4. The Employee will only be entitled to a contribution as referred to in this article if the Employee participates at the earliest possible date in the group healthcare insurance taken out by the Employer.

Explanatory notes to Article 12, paragraph 2

The Dutch government annually determines the rates of the employer's levy due under the Health Care Insurance Act.

Article 13

Illness and occupational disability

1. In the event of illness or occupational disability, the Employee must report this to the Employer on the first day of illness before 8:30 a.m.
2. The Employee must comply with the relevant regulations of the Employee Insurance Agency (UWV) and/or the Occupational Health and Safety Service and be available for examination. When assessing the occupational disability, the Employer's club doctor will consult with the UWV and/or Occupational Health and Safety Service insofar as necessary.
3. If the Employee is injured, he must be treated by the club doctor / medical staff of the Employer and follow his instructions. In consultation with the club doctor, the Employee

may also seek (recognised) medical assistance elsewhere, provided that the costs thereof are at the Employee's expense, unless expressly agreed otherwise.

4. In the event of illness or occupational disability of the Employee, the Employer will continue to pay the Employee 100% of the Monthly Salary for a maximum period of 52 weeks. If, in the aforementioned period of 52 weeks, the employment contract is terminated, the aforementioned obligation of continued payments will also end at the date of such termination.
5. If the illness continues after the period of 52 weeks referred to in paragraph 4 of this article, the Employer will continue to pay the Employee 100% of the Monthly Salary, unless the Employee fails to cooperate or insufficiently cooperates in the rehabilitation as stipulated in the procedure pursuant to the Dutch Eligibility for Permanent Incapacity Benefit (Restrictions) Act (Wet Verbetering Poortwachter) or comparable legislation of a later date. Only in that case will the Employee be paid 70% of his Monthly Salary after the period of 52 weeks referred to in paragraph 4 of this article. If, in the aforementioned period of a total of 104 weeks referred to in paragraph 4 and 5, the employment contract is terminated, the aforementioned obligation of continued payments will also end at the date of such termination.
6. If the full or partial occupational disability continues after expiry of the combined periods referred to in paragraphs 4 and 5 of 104 weeks, the Employer will continue to pay the Employee 100% of the Monthly Salary until the end date of the employment contract.
7. Any statutory benefits to which the Employee is entitled will be deducted from the Employer's wage payment obligation.
8. The Employer does not have to pay the supplements over and above the statutory entitlement, as referred to in paragraphs 4, 5 and 6 of this article:
 - a. if the Employee intentionally provided incorrect or incomplete information regarding his health when he entered the employment;
 - b. if the Employee does not receive any statutory benefits through his own actions, on the understanding that the amount to which the Employee would have been legally entitled will be deducted from the Employer's continued payment obligation.

Article 14

Group accident and rehabilitation insurance

1. The Employer is obliged to use at least the group accident insurance taken out under this Collective Labour Agreement for the benefit of the Employees in his employment, the standard package of which offers cover to a maximum of €175,000 in the event of permanent disability or death.
2. The Employer is obliged to use the group rehabilitation insurance taken out under this Collective Labour Agreement for the benefit of the Employees in his employment, the standard package of which offers cover to a maximum of €10,000 per Employee in the event of rehabilitation.
3. The premium for the group accident insurance is at the Employee's expense. The premium for the group rehabilitation insurance is at the Employer's expense.
4. The provisions in this article only apply to Employers competing in the professional football leagues (Premier League or First Division).

Article 15

Payment on death

1. Upon an Employee's death, the Employer will pay the Employee's surviving relatives a death benefit, based on the average gross Monthly Income earned in the last four months, over the remaining part of the Month of death plus two consecutive Months. The Employer may deduct from this amount any amounts to which the surviving relatives are entitled in connection with the death of the Employee as football player/contract player pursuant to social security legislation.
2. In paragraph 1 of this article, surviving relatives means:
 - a. the Employee's Spouse, provided they did not live apart permanently;
 - b. if the Spouse is no longer alive, or if the spouses live apart permanently: the minor legitimate or acknowledged natural children.
- 2.
3. No payment will be due if there is no entitlement to a benefit pursuant to social security legislation through actions of the Employee.

Article 16

ANW shortfall

The Employer will reimburse the married Employee who is exempt from participation in the CFK transitional arrangement for the costs of the insurance to be taken out to cover the ANW shortfall for his Spouse.

Article 17

Training and social supervision

1. The Employers and the Parties will promote the training as professional football player of those persons who wish to work as such.
2. The Employers and the Parties will promote activities to prepare the Employees for a future social career.

Article 18

Players Council

The Employer's Employees have the right to set up a Players Council with that Employer. The Parties will strive to draw up standard regulations for the Players Council and to enclose such with this Collective Labour Agreement as an appendix. The tasks and powers of the Players Council with an Employer will be agreed upon between this Employer and the Players Council, subject to the regulations contained in the standard regulations referred to in the previous sentence of this article, if the Parties have agreed on that.

Article 19

Travel expenses

1. The Employee is entitled to reimbursement of travel and accommodation expenses incurred in the performance of his duties.
2. The Employee is entitled to a (tax exempt) allowance for the actual costs incurred by the Employee himself in commuting in accordance with applicable statutory regulations.
3. If the Employee makes use of a lease car, any reimbursement for commuting expenses as referred to in paragraph 2 of this article will lapse.

Article 20

Merger, reorganisation, dissolution

In connection with the obligations arising from the SER Merger Code of Conduct, an Employer considering to:

- a. enter into a merger;
- b. implement a far-reaching reorganisation;
- c. decide on dissolution of the professional football organisation;

will, as soon as possible in the light of the necessary confidentiality, inform the FBO, ProProf, the VVCS, the Players Council and the relevant Employees of the measures considered. Following this, the Employer will discuss the measures and any social consequences thereof for the relevant Employees with ProProf and the VVCS as well as the Players Council.

Article 21

Disciplinary action

With due observance of the statutory provisions, the Employer may take disciplinary action against an Employee who fails to fulfil his obligations under the employment contract.

Explanatory notes to Article 21

Section 7:650 of the Dutch Civil Code provides the following in respect of penalties:

1. *The Employer may only impose a penalty for violation of regulations of the employment contract, if the employment contract sets out the regulations in respect of which violations are subject to a penalty as well as the amount of the penalty.*
2. *The agreement in which the penalty is stipulated must be in writing.*
3. *The agreement in which the penalty stipulated must give details on the intended use of the penalty. Penalties may not directly or indirectly benefit the Employer personally or the person authorised by the Employer to impose penalties on Employees.*
4. *Every penalty stipulated in an agreement must be fixed at a specific amount, expressed in the currency of the wage.*
5. *The aggregate of the penalties imposed on the Employee within a single week may not exceed the Employee's monetary wage for half a day. An individual penalty may not exceed that amount.*
6. *Every stipulation that is in conflict with any provision of this article is void. It is permitted, however, though only with regard to Employees whose monetary wage per day exceeds the*

amount of the minimum wage applicable to them, to derogate from the provisions of paragraphs 3, 4 and 5 by written agreement. In that case, the court will always be authorised to set the penalty at a smaller amount if it considers the penalty imposed excessive.

7. If the amount of the salary referred to in paragraph 6 is changed, the effect of the stipulations pursuant to which paragraphs 3, 4 and 5 are derogated from will be suspended with regard to the Employee whose daily monetary wage does not exceed the changed amount of the minimum wage.
8. For the purposes of this article, 'setting and stipulating penalties' also refers to the Employer stipulating a penalty within the meaning of Sections 91 up to and including 94 of Book 6.

Article 22

Stichting CAO voor contractspelers

1. The parties have established the *Stichting CAO voor Contractspelers* for the purpose of operating Collective Commercial Rights.
2. Employees and Employers grant the *Stichting CAO voor Contractspelers* permission for the use of the rights accruing to each of them individually for the purpose of the operation of the rights referred to in paragraph 1 of this article, provided that such operation takes place in accordance with the provisions of this article. The above provisions only apply to Employees and Employers competing in the professional football leagues (Premier League or First Division).
3. By 'collective commercial rights', the Parties mean:
the cashable economic claims of the Employees and Employers, in any event including the proportionate and even use of logos, names and/or other registered trademarks belonging to all Employers from the same division, always and only in combination with the proportionate and even use of illustrations, names and/or other moral rights of at least eleven (11) Employees of each of those Employers from the aforementioned division. 'Collective Commercial Rights' expressly does not refer to the rights that, on the effective date of this Collective Labour Agreement, are already being operated within the framework of other entities in professional football, including so-called media rights.
4. The *Stichting CAO voor Contractspelers* is governed by the Parties to this Collective Labour Agreement, and in accordance with the provisions of this Foundation's Articles of Association. The name of the foundation will be *Stichting CAO voor Contractspelers*. The FBO will have two seats on the board and the VVCS and ProProf one seat each. The articles will contain a provision to the effect that Ajax, Feyenoord and PSV have a veto right in respect of any contracts the foundation may intend to conclude. It will be up to the board of the *Stichting CAO voor Contractspelers* to make a suitable provision for the costs incurred by the foundation.

Article 23

Social Fund

The Parties will organise the operation of a Social Fund, to be financed by the Parties jointly. The Fund will be funded from the proceeds generated by the *Stichting CAO voor Contractspelers*. The parties will allocate the net income in excess of €65,000 per party to the Social Fund, the ceiling

for both Employers and Employees being €108,000. The Fund will use the available funds for (re-)educating, training and supervising Employees. The board of the *Stichting CAO voor Contractspelers* will manage the Fund and decide on the allocation of the Fund and the funds available within the Fund.

Article 24

CFK Transitional Arrangement

The Employer grants the Employee an entitlement to a transitional payment as referred to in the articles and the regulations of the SFK, subject to the conditions stated in the aforementioned regulations. If the Employee qualifies for and makes use of the dispensation scheme referred to in the aforementioned regulations, the obligation of the Employer as referred to in this article will lapse. The provisions in this article only apply to Employers competing in the professional football leagues (Premier League or First Division).

Article 25

Pension scheme

1. The Employer awards a pension to an Employee who has reached the age of 21 (hereinafter referred to as 'participant'). The pension scheme is operated by Nationale Nederlanden and laid down in the pension regulations.
2. An insurance policy of capital based on investments is taken out for the retirement pension and the partner's pension upon death after the retirement date. This insurance is built up with a defined contribution derived from the participant's age and pensionable earnings. The retirement pension commences on the 1st day of the month in which the participant reaches the age of 68.

Age of the participant	Defined contribution percentage
From 21 to 25 years	3.431%
From 25 to 30 years	4.161%
From 30 to 35 years	5.037%
From 35 to 40 years	6.132%
From 40 to 68 years	7.446%
4. Partner's pension and orphan's pension upon death before the retirement date is taken out for participants, as well as employees younger than 21, with a partner and/or children.
5. The partner's pension is 1.16% of the pensionable earnings, multiplied by the number of years of participation. The partner's pension upon death before the retirement date commences on the 1st day of the month in which the participant dies, provided that the death occurs during participation. The partner's pension continues until the end of the month in which the partner dies.
6. The orphan's pension is 0.232% of the pensionable earnings, multiplied by the number of years of participation. For each child beneficiary, the orphan's pension upon death before the retirement date commences on the 1st day of the month in which the participant dies, provided that the death occurs during participation. Payment of the orphan's pension continues until the end of the month in which the child has their 21st birthday. If the child is a student or is disabled:

- at the time the orphan's pension commences or
 - at the end of the month in which the child has their 21st birthday, payment of the orphan's pension continues until the end of the month in which the child has their 27th birthday. If the child dies, ends his or her studies, or is no longer disabled before this time, payment continues until the end of the relevant month.
7. Effective from 1 July 2023, the maximum annual salary that qualifies for the pension scheme is €128.810. The contribution-free allowance as from this date is: € 16,623. The pensionable earnings equal the annual salary less the contribution-free allowance. Pensionable earnings are reset annually on 1 July.
 8. If the participant becomes disabled for more than 35% during the participation and is entitled to a WIA benefit, he has a (partial) right to continued accrual of the pension rights. The continued accrual will subsequently continue after termination of employment. The right to continued pension accrual also exists if the participant is ill at the end of his participation and subsequently becomes entitled to a WIA benefit due to being disabled for 35% or more.
 9. The participant and Employer will bear the costs of the pension scheme jointly. The following will be borne by the member: the available premium scale, the costs of the scheme and the insurance premium in connection with pension accrual in case of occupational disability. The contributions for the surviving dependant's pension and orphan's pension upon death before the retirement date are payable by the Employer.

Article 26

Loaning players

1. Loaning an Employee to another Employer is only possible with the consent of the relevant Employee.
2. The employment contract between the Employee and the loaning Employer will remain in effect during the loan period. The loaning Employer will fully fulfil all obligations under this employment contract.
3. The Employer and Employee may derogate from the provisions in paragraph 2 of this article in writing on the understanding that the Employer and Employee may decide to temporarily suspend their employment contract. If so, however, it is expressly understood that the hiring Employer is responsible for the notification and notice referred to in Article 6, paragraph 5.
4. If an Employee agrees on supplementary compensation with the borrowing Employer for the loan period, that agreement will not release the loaning Employer from its obligations towards the Employee, unless agreed otherwise.
5. The borrowing Employer must indemnify the loaning Employer against liability pursuant to Section 7:658 of the Dutch Civil Code.
6. As a minimum, the loaning Employer will take out the usual insurance required to insure all risks the Employee runs with the borrowing Employer. If players are loaned by means of suspending the employment contract with the loaning party as described in paragraph 3, the obligation referred to in paragraph 6 will rest with the new, borrowing (temporary) Employer.

Article 27

More favourable provisions

1. The Employers and Employees have the right to agree on provisions in derogation from this Collective Labour Agreement for the benefit of the Employees.
2. Insofar as the Employer and the Employee agree on employment conditions that derogate from the provisions contained in this Collective Labour Agreement in a manner favourable for the Employee, those employment conditions will remain fully effective.

Article 28

Effective date, direct effect, continuation of effect and end of the Collective Labour Agreement

1. This Collective Labour Agreement takes effect as from 1 July 2023 and ends by operation of law on 30 June 2027. During the term of this Collective Labour Agreement, the Parties have the right to re-open negotiations on the current Collective Labour Agreement if social circumstances give reason for doing so. The Parties also agree to reopen negotiations if the current Dutch league structure is changed (by the KNVB) and adjustment of the Collective Labour Agreement is required or deemed necessary as a result thereof.
2. The provisions of this Collective Labour Agreement will continue to apply to employment contracts concluded between Employers and Employees during the term of this Collective Labour Agreement after expiry of this Collective Labour Agreement.
3. The provisions of this Collective Labour Agreement will continue to apply to employment contracts concluded between Employers and Employees within one year of expiry of this Collective Labour Agreement, unless following this Collective Labour Agreement or within the aforementioned period of one year a new Collective Labour Agreement is concluded that applies or is declared applicable to those employment contracts.
4. The provisions of this Collective Labour Agreement will continue to apply to employment contracts concluded in the period of one year after expiry of the Collective Labour Agreement, until 1 July 2028.

Article 29

Employer's contribution

The Employers will pay the VVCS and ProProf jointly an annual contribution of €356,860.24 for the purposes of union work within the sector. This Employer's contribution must be paid to VVCS and ProProf no later than in the first week of January and will be indexed at a rate of 3% on 1 January 2024, 1 January 2026 and 1 January 2027.

Explanatory notes to Article 29:

The payment of the Employer's contribution will be effected by the FBO.

FBO

VVCS

ProProf

L.M. van Putten
Director

A.P. Everard
Director

J.T. Andriessen
Director

APPENDIX 1

Employment contract for professional football contract players

THIS CONTRACT IS MADE BETWEEN:

The.....(legal form)(name of club),
established in, legally represented in this matter by
Mr/Mrs/Ms (position), and
Mr/Ms, (position),
hereinafter referred to as: 'Employer';

and

Mr
residing in
born on/...../19... in.....,
hereinafter referred to as 'Employee';

The Employer and the Employee are hereinafter jointly referred to as: 'Parties'.

RECITALS:

- a. The Parties wish to enter into an employment contract with each other.
- b. The Parties have consulted on this and have reached agreement.
- c. The Parties wish to lay down the mutual rights and obligations in this regard in this agreement.

THE PARTIES AGREE AS FOLLOWS:

Article 1: Commencement, duration and termination of the employment contract

The Employee will enter the employment of the Employer in the position of contract player for
the
duration of this agreement.

This agreement commences on/...../20....., is entered into for
a fixed term up to and including 30 June ... and ends by operation of law.

or

With effect from / / 20... the Employee will be employed by the Employer in the

position of contract player. By means of this agreement, the Parties wish to replace/extend the employment contract currently in place and applicable between the parties. This agreement commences on/...../20....., and is entered into for a fixed term up to and including 30 June

Article 2: Collective Labour Agreement, Appendices

1. The Collective Labour Agreement for Professional Football Contract Players applies to this agreement.
2. Appendices, which the Employer and the Employee have signed to indicate their agreement, form an inextricable and integral part of this agreement. At the time of signature of this agreement, the following appendices form part of this agreement as referred to in the preceding sentence:
 - a. Appendix I:
 - b. Appendix II:
 - c. Appendix III:

Article 3: Working hours

The Employee enters the employment on the basis of full-time or part-time employment. The working hours amount to, on average, hours per week.

Article 4: Salary, match premiums

1. The gross basic salary per month amounts to €.....
2. The Employee is entitled to a (match) premium scheme in accordance with the conditions of Appendix

or

The Employee is not entitled to a premium scheme.

3. In connection with the signature of this agreement, the Employer grants the Employee a one-off contract fee and participation fee in the amount of €..... In accordance with the CFK regulations, this is subject to deduction and payment of 100% fund premium. The payment will take place within the term set in the CFK regulations.

or

No contract fee or participation fee is granted to the Employee.

4. Payment of the salary and other payments to be made by the Employer to the Employee, as laid down in this agreement, will be made by means of a transfer to a bank account as indicated to the Employer by the Employee.

Article 5: General obligations of the Employer

1. The Employer will see to the application for registration with the KNVB of this employment contract in accordance with the conditions of the Professional Football Regulations of the KNVB.
2. The Employer is obliged to provide the Employee with a copy of this employment contract, signed by the parties.

Article 6: General obligations of the Employee

1. The Employee is obliged to keep himself available for:
 - The training sessions and matches of the selection for the first team and the matches of the second team / promises team;

or / and

 - The training sessions and matches of the selection for the first and second / promises team;

or / and

 - The training sessions and matches of the selection for the first and second / promises team, and of the junior teams. The obligation to keep himself available for the training sessions and matches of the junior teams ends on the date on which the Employee, on the basis of the applicable regulations of the KNVB, is no longer entitled to play with the aforementioned teams.
2. The Employee must carry out the activities assigned to him by or on behalf of the Employer to the best of his abilities.
3. The Employee undertakes to carry out activities other than those referred to in paragraph 1 of this article, if this can reasonably be required of him, which includes but is not limited to – at the request of the Employer – participating in social activities that improve the image of professional football in general and of the Employer in particular. The maximum number of times the Employee must make himself available for social activities per contract year will be agreed upon with the Players Council of the Employer.
4. Unless he has the prior written permission of the Employer, the Employee may not participate in indoor football and/or other organised or unorganised football activities.

In addition, unless he has the prior written permission of the Employer, the Employee may not participate in high-risk activities, which includes but is not limited to bungee jumping, parachuting and skiing, which could impair the activities that the Employee carries out for the Employer. This ban also applies to the period between the football seasons and in the holiday periods.

5. The Employee will exercise all reasonable care in handling all the items made available by the Employer and in the possession of the Employee pursuant to his employment with the Employer.

Article 7: Loaning players

1. If, with the agreement of both parties, the Employee is loaned out to another professional football club, the Employer, the Employee and the borrowing club will lay down the conditions and consequences of this loan in a written loan agreement, which must be signed by all the Parties.
2. The employment contract between the Employee and the Employer will remain in effect during the loan period. The obligations arising from this employment contract will continue to exist during this loan period, with due observance of the conditions of the loan agreement. The Parties may deviate from the above in writing.
3. As a minimum, the Employer will take out the insurance required to insure all risks the Employee runs with the borrowing club.

Article 8: KNVB Contract Players Fund

The Employer grants the Employee an entitlement to a transitional payment as referred to in the articles and the regulations of the Stichting Contractspelersfonds KNVB, having its registered office in Zeist, all this subject to the conditions of the aforementioned regulations. The Parties declare to agree that the conditions in the aforementioned regulations also apply to this entitlement. If the Employee qualifies for and makes use of the dispensation scheme referred to in the regulations of the Stichting Contractspelersfonds KNVB, the obligation of the Employee as referred to in this article will lapse, as will the obligation as referred to in Article 4, paragraph 3 of this agreement (if a contract and participation fee is granted).

Article 9: Applicable law and choice of forum

1. This agreement is subject to Dutch law.
2. Any dispute between Employer and Employee that arises as a result of or in connection with this agreement will be subjected, to the exclusion of the ordinary court, to the Arbitration Committee of the KNVB, as prescribed in the articles and rules of procedure of the KNVB.

Article 10: Football Agent

1. In the formation of this agreement:
..... (name of licensed Football Agent) represented the Employee's interests.
..... (signature of licensed Football Agent)

or

In the formation of this agreement, the Employee did not make use of the services of a licensed Football Agent.

2. In the formation of this agreement:
..... (name of licensed Football Agent) represented the Employer's interests.
..... (signature of licensed Football Agent)

or

In the formation of this agreement, the Employer did not make use of the services of a licensed Football Agent.

Agreed and drawn up and signed in triplicate in, on 20....

.....
[Employer]

.....
[Employee]