Kingdom of Saudi Arabia Saudi Arabian Football Federation Professionalism and Players' Status Committee



المملكة العربية السعودية الاتحاد العربي السعودي لكرة القدم لجنة الاحتراف وأوضاع اللاعبين

Contract For Football Professional Player

Parties:

It is agreed on this day Saturday 01/06/2019 in the city of AL RASS in KSA between:

- 1- AL HAZEM FC, whose address is AL RASS, P.O. Box: 188 postal code: 51921 and Email address is: alhazemclub@hotmail.com represented in signing this contract by Mr. / Abdullah M Al-Mutairi as President of the club or the official authorized person, referred to hereinafter in this contract as ("First Party")
- 2- Player/ YOUSSOUF MOHAMED MOHAMED OUMAR, his nationality is NIGER player passport number (09PC25297) birth date: 21/08/1996, Born in Saudi Arabia/ Jeddah address: address is AL RASS, P.O. Box: 188 postal code: 51921 Email address: shabba7@outlook.sa, referred to hereinafter in this document as ("Second Party").

Preface:

Whereas the first party wishes to sign a Contract with the second party as a football professional player of the First Team according to the conditions of this contract and regulations; and whereas the second party agrees to play for the first party as a football professional player according to the conditions of this contract and regulations; and after declaring their capacity for only this contract, the two parties have agreed on the following:

Item 1: The preface is considered as an integral part of this contract.

Item 2: The Term of the Contract:

The term of the contract is (24 Months) and it will take effect from the date of 01/07/2019, and will end on 30/06/2021 and it is valid only after the player's arrival to the kingdom and passing the medical and the physical checkup successfully and commencing his work in the club.

Item 3: Complying with Regulations and Rules:

The two parties shall comply with and implement the laws, circulars and regulations issued by SAFF, FIFA, the Confederation and Saudi professional league.

Item 4: Obligations of the First Party:

According to the content of Professionalism Regulations, the first party shall comply with the following:

1- **SEASON 2019/2020:**

The total value of the contract is (250.000 R.S) (Two hundred fifty thousand KSA RIYAL), to be paid as follows:

- the rest will be distributed over 12 months as monthly salary with a sum of (20.834 KSA RIYAL) (Twenty thousand eight thousand thirty four KSA RIYAL) paid to the second party at the end of every Gregorian month.
- In addition bonus (50.000 KSA RIYAL) (fifty thousand KSA RIYAL) if the player plays 70% of the total games during the Saudi professional league of the season 2019/2020 to be paid by the first party on date of 01/08/2020.

• The second party (player) agrees to pay VAT (5%) of the total contract, deducted from the monthly salary for 12 months.

1 page من 5

1957

2- SEASON 2020/2021:

The total value of the contract is (350.000 R.S) (three hundred Fifty thousand KSA RIYAL), to be paid as follows:

- Advance payment of (50.000 KSA RIYAL) (seventy thousand KSA RIYAL) to be paid by the first party on date of 01/08/2020.
- the rest will be distributed over 12 months as monthly salary with a sum of (25.000 KSA RIYAL) (Twenty five thousand KSA RIYAL), paid to the second party at the end of every Gregorian month.
- In addition bonus (50.000 KSA RIYAL) (fifty thousand KSA RIYAL) if the player plays 70% of the total games during the Saudi professional league of the season 2020/2021 to be paid by the first party on date of 01/08/2021.
- The second party (player) agrees to pay VAT (5%) of the total contract, deducted from the monthly salary for 12 months.

3- Renewal clause:

Both parties hereto agreed in mutual consent that the term of the contract is 24 months and it shall be renewed automatically for three other seasons (36 months) if the club notifies the player in written within a period of before the end of this contract no later than 30/06/2021 by any mean that leave a trace

In this case, the contract shall be automatically renewed for three other seasons until 30/06/2024 with the following values:

SEASON 2021/2022

total value of the second year (400.000 R.S) (four hundred thousand KSA RIYAL), distributes as contract advance and monthly salaries.

SEASON 2022/2023

total value of the second year (500.000 R.S) (fife hundred thousand KSA RIYAL), distributes as contract advance and monthly salaries.

SEASON 2023/2024

total value of the second year (600.000 R.S) (six hundred thousand KSA RIYAL), distributes as contract advance and monthly salaries.

- 4- <u>In addition bonus</u> (50.000 KSA RIYAL) (fifty thousand KSA RIYAL) if the player plays 70% of the total games during the Saudi professional league of each season to be paid by the first party at the end of every season.
- 5- Accommodation: club will provide
- 6- <u>Transportation</u>: The Club shall provide The Player with a suitable car.
- 7- <u>Win bonus & other advantages</u>: The player shall receive win bonus in accordance to the Club's internal list related to bonus.
- 8- Annual vacation as agreed by the two parties.
- 9- Insurance for the player,
- **10-** Allow the player chosen within the national team to join playing or training immediately when requested by the association concerned in accordance with the regulations.

Item 5:

Any financial advantage and wages earned under this contract is subject to deduction and charge under the regulations of the Saudi Arab Football Federation.

5 نم 2 page

1957

Item 6: Obligations of the Second Party:

The second party shall:

- 1. Comply with the laws, regulations, decisions and circulars issued by SAFF and FIFA and sports traditions & provisions of these regulations.
- 2. Join the national teams immediately when requested by SAFF according to provisions of Annex (1) of FIFA Regulations on Players' Status and Transfer. If the interest of the national team requires releasing him for a longer time period, SAFF may extend the period without prejudice to any official participation of the club.
- 3. Attend training, camps, seminars, press conferences and taking part in friendly and official matches of the club or national team according to established dates. Student players shall be exempted from the morning trainings during school days only, provided that such trainings shall be compensated in other periods to be fixed by the club.
- 4. Obtain the club's written consent in case he leaves KSA during a season or vacations.
- 5. Maintain his physical fitness and attend technical tests and periodical medical examinations and treatment according to tables prepared by technical and medical staffs of the club and SAFF and examinations performed by Anti-Doping National Committee.
- 6. Enjoy sportsmanship and sporting morals and to be an example to be followed on and off the field of play.
- 7. Not to receive any financial support or gifts from any department without the agreement of the club.
- 8. Not to retire during the course of the contract without the agreement of the first party except in the case of force majeure.
- 9. Not to participate in any sporting, cultural or social activity or to play in friendly matches for a club other than his current club unless he obtains its written consent.
- 10. Pursue his academic education and promoting his cultural standard in such a manner that helps him guarantee his future career (for Saudi players).
- 11. Inform his current club and obtain its consent when negotiating or signing with a new club unless his contract has expired or will expire during the last six months of his contract.
- 12. Not to conduct any direct negotiations with clubs after joining national teams, and any violations committed by the player will result in facing sanctions according to the provisions of Chapter 14 (Violations and Sanctions) of the Regulations on Professional Players' Status and Transfer.
- 13. Participate and exert his best and capabilities in performing the activities and duties provided for in the contract signed with him unless the player's health does not allow this according to medical reports approved by the first party.
- 14. Respect the agreements and contracts signed with the official sponsors of the club in such a manner that does not conflict with the provisions of the regulations.
- 15. Notify the first party of any injury or disease and not to use medical treatment without the knowledge of the physician of the first party except in emergency cases, and shall also use only the medical treatment determined for him by agreement of the first party.
- 16. Not to disclose the secrets of the first party or abuse it and its affiliates or audiences in any form whatsoever.
- 17. Comply with FIFA and national anti-doping regulations, and to attend the doping examination committee whenever he is requested.
- 18. Comply with the sanctions and rewards internal regulations of the club.

Item 7: Regular Payment of Salary & Termination of Contract:

The first party may not delay payment of the second party's salaries or terminate the contract due to player's injury during play or training.

3 page من 5

Item 8: Advertisement Rights:

- 1- The first party has absolute right to invest the image of the second party.
- 2- The second party has the right to invest his name and individual image in advertisement by written consent of the first party on the form and content of the advertisement, provided that the advertisement shall not conflict with the SAFF regulations and with public order and public morality in KSA and shall not advertise products harmful to health.

Item 9: Imposition of Sanctions:

The first party may take decisions and issue sanctions against the second party in case of violating his obligations stipulated in the contract without prejudice to regulations, provided that he shall inform the second party in writing, and the latter may object according to regulations and rules. The Player Declare that he is Aware of the Rule and Regulation issued by the Professional Players Committee of SAFF

Item 10: Settlement of Disputes:

- 1. The two parties shall seek solving their disputes on the enforcement of the contract by amicable ways.
- 2. Any controversy or claim arising out of or relating to this contract, or the breach thereof which may not be resolved amicably between the parties hereto, shall be administered and settled by the by arbitration and thus the dispute shall be submitted exclusively to SAFF Dispute Resolution Chamber or to exclusively to the CAS-TAS as court of first instance, been the arbitration held by a Sole arbitrator at Lusanne Switzerland, in English language, which decision shall be final and binding, renouncing the parties to any kind of appeal".
- 3. This Agreement shall be governed by, and construed and interpreted in accordance with the SAFF and FIFA regulations and, additionally, Swiss Law in order to fill any gap.

Item 11: Termination of the Contract and Amendments made to it:

- 1. Amendments may be made to a contract by agreement of the two parties that shall sign any addition or omission.
- 2. A contract may not be terminated during the sporting season.
- 3. The two parties may agree on terminating the contract before the date of its expiry.
- **4.** The second party may terminate this contract with a just cause if the following cumulative conditions are met:
 - a. Existence of an outstanding of three (3) consecutive monthly wages or an amount equal to three (3) monthly wages as described in Item.4 of this contract and art.2 of Annexe (A);
 - b. 15 days' Notice to cure the default.
 - c. Letter of termination.
- 5. The first party may terminate this contract for just cause if the second party fails to perform or repudiate one of his obligations within 15 days' time limit according to the requirements of this contract.
- **6.** Compensation for breach: The parties hereby expressly and irrevocably agrees that if one party breaches this contract without just cause prior to the expiry of the contractual term and the breaching party fails to cure the material breach within the fixed deadline as required by a 15 days default notice, therefore he shall be liable to pay to the aggrieving party a compensation equivalent to tow (2) monthly salaries.
- 7. The second party The Player hereby expressly and irrevocably agrees that he shall not breach this contract in order to benefit from another offer to transferring to another party or another club.
- 8. The Player hereby expressly and irrevocably agrees that he shall not commit any willful misconduct and/or gross negligence. The Club may at any time terminate this Contract without notice and the Player will be liable to pay compensation to the Club in accordance with Item 11.5 below if the Player (i) commits any material breach of the obligations contained herein and in particular, of the obligations set forth in Clause 5; and/or (ii) commits willful misconduct or gross negligence. Among other infringements and violations, the following shall constitute a serious violation and gross misconduct after which the

4 page من 5

PORTS AUTHORITA

Club shall have the right to terminate the contract with just cause and the Player will be liable to pay compensation to the Club as provided in Clause 11.7 below:

- i. The Player is injured outside his football activity for a reason attributable to him and is not able to practice football anymore do to a permanent incapacity; and/or
- ii. To have material breach of Contract according to Item 5 above; and/or
- iii. To be convicted for criminal responsibilities.

Item 12: The Language of the Contract:

Arabic and English are the official and approved language of this employment agreement, letters, correspondences, documents exchanged between both parties.

Item 13: Declarations:

- 1- The player declares that this is his only contract and that he is not bound by any contract with other clubs.
- 2- He shall declare that he is a full-time player dedicating all his time for the club and that he is not bound by any governmental or private business of any kind from the date of the beginning of this contract with the club until its end.

Item 14: General Provisions:

- 1- The two parties declare that they have taken note of SAFF and FIFA regulations and circulars before signing this contract and that they are obliged to implement them.
- 2- Any text conflicting with the regulations, laws and circulars issued by SAFF, FIFA, Confederation and Saudi Professional League, shall not be recognized.
- 3- Determination of reasons and personal circumstances shall be subject to discretion of the first party and the committee.
- 4- The provisions of Professional Players' status and transfer regulations shall apply to all matters not provided for in this contract.
- 5- The two parties may agree on the addition of any terms or conditions to the contract without prejudice to regulations.
- 6- The player testifies that he has received a copy of the list of penalties and sanction by signing at the bottom of this contract and commits to adhere it and accepts what is stated therein.

Item 15: Copies of the Contract:

This contract is made in (3) copies with all its pages duly signed and the last page is dated and it shall also bear the stamp of the first party, and one copy shall be delivered to each party immediately on signing the contract, and a copy shall be delivered to SAFF which will be the approved one in case of dispute.

<u>Item 16:</u>

This contract is binding to the two parties from the date of being signed and shall not be effective before being approved by the Committee.

(First Party)

Abdallah al -mutairi Name

President

Position

Professional Player

(Second Party)

YOUSSOUF MOHAMED OUMAR

Born in Saudi Arabia

Signature

Name

Position

: 01/06/2019 Date

Signature Date

01/06/2019

Approval of Professional Players' Status Committee

Its Seal