

**Resolution No. III/42 of 27 March 2015 of the Management Board of the Polish Football Association on cooperation with transaction intermediaries**

On the basis of Art. 36 § 1 point 23) of the Statute of the Polish Football Association it is agreed as follows:

- I. Provisions are hereby adopted defining the standards and requirements set by the Polish Football Association to those who as of 1 April 2015 will be intermediaries on the territory of Poland in the negotiation and conclusion of agreements on the amendments of the players' club membership (hereinafter referred to as "transfer agreements") and contracts for professional practice of football signed by the players with clubs. The following provisions shall supersede in their entirety regulations that had been recognized in the text of Resolution No. I/7 of 31 March 2006 of the Management Board of the Polish Football Association on licenses for Managers for Footballers in connection with the repeal by Congress of the International Federation of Football Association (FIFA) in June 2014 of Regulations concerning Football Agents adopted on 29 October 2007.
- II. According to the FIFA Regulations on the cooperation with transaction intermediaries, the aim of this regulation is to promote and secure the implementation of optimal ethical standards in the relationships between clubs, players and third parties who are intermediaries in the negotiation and conclusion of transfer agreements and contracts for professional practice of football, protecting clubs and players from any occurrence of unfair or illegal practices or behaviors in the process of concluding transfer agreements or contracts for professional practice of football.  
Provisions of the Resolution should be taken into account in the formulation of rights and obligations of the parties resulting from entrusting to a transaction intermediary by the club or player of intermediary activities in the negotiation and conclusion of the transactions.
- III. To achieve the objectives referred to in paragraphs I and II, the following provisions shall be adopted determining the standards and requirements that must be maintained at the signing of any transfer agreement or any contracts for professional practice of football with the participation of intermediary signed with the player. These provisions and the potential additional subscriptions beyond formulated standards and requirements may not have any effect on the validity of transfer agreements and contracts:

**Art. 1**

For the purposes of these provisions:

1. "Compensation" means a fee for training or development of the player, which the new club is obliged to pay to the old club.
2. "Club" is an entity participating in sporting competitions in football on the principles laid down by the relevant football federation.
3. "Intermediation agreement" is a written agreement signed by the club or the player with the intermediary which has the form of a civil law contract for the provision of intermediation services.

4. "Professional Football Player Contract" (hereinafter the "contract") means an agreement regulating mutual rights and obligations of the Club and professional player, taking into account applicable football regulations.
5. "Transaction intermediary" (hereinafter the "intermediary") is a natural person, legal person or other organizational unit, registered in the Polish Football Association in accordance with the provisions of this Resolution that for free or for consideration represents the Club or a player in the negotiation and conclusion of transfer agreement or Professional Football Player Contract (including a commission or agency agreement), employment services or any other legal relationship.
6. "PZPN" means the Polish Football Association.
7. "Competitions season" means the period from 1 July of a given year to June 30 of the following year.
8. "Registration System" is a record of Intermediaries and actions performed by them, maintained and made public by the PZPN on the principles set out in this Resolution.
9. "Transaction" means the negotiation and conclusion of transfer Agreement or Contract.
10. "Transfer agreement" is a civil law agreement between two football clubs, on the basis of which occurs, with the consent of the player, free of charge, or payable change of his club membership.
11. "Basic remuneration of the Player" means the remuneration specified in the Contract, the payment and the amount of which cannot in any way be conditioned.
12. "Player" is a person who is practicing the sport of football in an amateur or professional way.
13. "Minor Player" is a player who is under 18 years of age.

## **Art. 2**

1. When concluding Transfer agreement or the Professional Football Player Contract, the Player and the Club are entitled to use only the services of Intermediaries.
2. When choosing an Intermediary, Player or Club must act with due diligence and with respect for the regulations of PZPN. In particular, the possibility to use Intermediary's services at the Transaction depends on:
  - 1) existence of the good repute of the Intermediary,
  - 2) registration and verification of the Intermediary at the Registration system, in accordance with the provisions of this Resolution, not later than on the date of conclusion of Intermediation agreement,
  - 3) conclusion with the Intermediary an Intermediary Agreement and its immediate submission to the PZPN.
3. Intermediary cannot be a person performing management, administrative, technical or medical functions in FIFA, continental confederation, national or regional football association, professional league and football club, as well as a person who is a member of these organizations, football referee, assistant referee, coach and instructor, as well as any other entity required to comply with the FIFA and the PZPN Statutes, subject to their disciplinary power due to any other reason for participation in the sport of football.
4. Intermediary acting as a natural person can be a person with an impeccable reputation, in particular in the past has not been convicted by a final judgment of conviction for any willful felony or intentional tax offense prosecuted by public indictment (unless there has been an expungement of conviction record), is not subject to the punishment of disqualification in

the period including the Declaration of the Intermediary or statutory penalty and in the past was not subject to the penalty of disqualification for corruption in sport.

5. Intermediary acting as a legal person or other organizational entity can be a legal person or other organizational unit, the persons of which who are authorized to represent it have an impeccable reputation, in particular, in the past, none of them has been convicted by a final judgment of conviction for any intentional offense or intentional tax offense prosecuted by public indictment (unless there has been an expungement of conviction record), is not subject to the punishment of disqualification in the period including the Declaration of the Intermediary or statutory penalty and in the past was not subject to the penalty of disqualification for corruption in sport.
6. Person acting on behalf of and for the benefit of an Intermediary as a legal person or other organizational must have an impeccable reputation, in particular, in the past, has not been convicted by a final judgment of conviction for any intentional offense or intentional tax offense prosecuted by public indictment (unless there has been an expungement of conviction record), is not subject to the punishment of disqualification in the period including the Declaration of the Intermediary or statutory penalty and in the past was not subject to the penalty of disqualification for corruption in sport.
7. Legal person or another organizational unit cannot be linked (in terms of capital or personally) with other entities referred to in paragraph 3 or operations of these entities, aiming at bypassing the existing regulations.
8. Natural person acting as an Intermediary or a natural person acting on behalf and for the benefit of the legal person or other organizational unit which being the Intermediary cannot act as an Intermediary on behalf and for the benefit of another legal person or another organizational unit.

### **Art. 3**

1. Before using the services of an Intermediary, Player or Club are obliged to make every effort to ensure that, in connection with the conclusion of the Intermediation Agreement there is not or may not be a conflict of interest for the Player or the Club, as well as for Intermediary.
2. A conflict of interest within the meaning of this Resolution exists when an Intermediary within the scope of negotiation or conclusion of Transaction can realize his/her personal (private) interest or financial benefit at the expense of the interests of the Club, Player, sport of football or public interest.
3. A conflict of interest does not occur when the Intermediary discloses in writing to all parties involved in the Transaction, any actual or potential conflict of interest that has or may have occurred between him/her and the other parties involved in a given Transaction, and will receive, prior to the commencement of negotiations, express written consent to participate in this Transaction from all involved parties.
4. If the Player and the Club want to use the services of the same Intermediary in respect to the same Transaction on the terms set out in the paragraph 3, these parties shall give their consent in writing as to the possibility of parallel representing them by the same Intermediary and indicate in writing which party (Player or Club) will pay the intermediary appropriate remuneration. Intermediary is obliged to immediately transfer these findings and the above documents to the PZPN.

5. If the Intermediary does not provide to the PZPN, the consent referred to in paragraph 4, it cannot continue to provide services to the other party or receive remuneration from the other party in respect of a given Transaction, and the other party cannot use any services of the Intermediary or make any payments to Intermediary in respect of a given Transaction. Intermediary may still represent only the party which has consented in writing, with respect to a given Transaction and receive payment for such services under terms of the Intermediation agreement.

#### **Art. 4**

1. A natural person, legal person or other organizational unit acquires Intermediary's powers through an entry in the Registration system. The registration process ends after verification of data.
2. Verification referred to in paragraph 1 should be done within 24 hours since the submission of documents required by this Resolution.
3. Registration in the registration system takes place after complying with the following conditions:
  - 1) self-introduction by the Intermediary to the Registration system of a properly signed Declaration of an intermediary with the indicated content, depending on the form of conduct of business by the Intermediary, respectively, in Appendix 1 or 2 to the Resolution, together with confirmation of sending a registered letter to the PZPN of the original Declaration, referred to above, and any person acting on behalf of the legal person or other organizational unit must submit a separate form of intermediary's Declaration,
  - 2) payment, to the indicated bank account of the PZPN, of a fee for entry to the Registration system in the amount specified for the competitions season by the Management Board of PZPN,
  - 3) fulfillment of the other requirements referred to in this Resolution.
4. Fulfillment of the conditions referred to in paragraph 3 allows Intermediary to perform activities for the period of one competitions season. Before the commencement of operation in each competition season any entity wishing to operate as an Intermediary is required to re-meet those conditions.
5. If any documents entered into the Registration system do not meet the formal conditions, or if a due payment has not been paid, PZPN calls the person who submitted it, to correct, supplement or make payment within a week. After the expiry date, the above mentioned documents are subject to return. Documents corrected or completed within time have effects from the date of their contribution.
6. Refusal to enter intermediaries into the Registration system in case when an entity does not meet the requirements set out in this Resolution, occurs with the decision of the Team working under the Committee for Legal cases, which may be appealed to the Supreme Board of Appeal.
7. After the conclusion of the Intermediation agreement, the Intermediary is required within 3 days, but no later than until the date of conclusion of a contract or a transfer agreement, to enter it into the Registration system under pain of ineffectiveness against the PZPN and send its original by registered mail to the PZPN.

8. After the conclusion of a Transfer agreement or contract Intermediary is required within 7 days to enter the above mentioned documents to the Registration system and submit copies thereof to the PZPN.
9. In the Registration system each individual involvement of the Intermediary in the activity of intermediation in the negotiation or signing of the Transfer Agreement or the Contract is disclosed. Data concerning entities participating in a given transaction, its type and payments being remuneration for providing intermediation services are in particular covered by the scope of registration.
10. Intermediary or a natural person having control or sitting in a management or supervisory bodies of the Intermediary is required to indicate in the Registration system under disciplinary sanction, any agreements and other documents signed by him/her as a natural person or a legal person or any other organizational unit over which this person has control or sits in its management or supervisory bodies with any Club or Player being a party to the Transaction, at which he/she provided services.

#### **Art. 5**

1. Intermediary or an individual who is a shareholder/partner/accomplice/member or person sitting in the management or supervisory bodies of the Intermediary is required not to enter into any, under the disciplinary sanction, civil law contracts with Players or their legal representatives, other than the Intermediation Agreement, the subject of which will be to represent the interests of such Players or their legal representatives in relation to the negotiation and conclusion of Transfer Agreements and Contracts.
2. The player is obliged to report to the PZPN Disciplinary Commission any attempt to conclude by the Intermediary or another natural person, legal person or other organizational unit of the civil law agreement other than Intermediation agreement with him or his legal representatives, the subject of which will include, among others, representing the interests of such Player or his legal representatives in relation to the negotiation and conclusion of the Transfer Agreement or Contract.
3. The club is obliged to report to the PZPN Disciplinary Commission any attempt to conclude with it by the Intermediary or another natural person, legal person or another organizational unit of a civil law agreement other than Intermediation agreement, the subject of which will include, among others, to represent the interests of this Club in relation to the negotiation and conclusion of Transfer Agreement or Contract.
4. The Player is obliged to report to the PZPN Disciplinary Commission any attempt to rely by the Intermediary or any other natural person, legal person or another organizational unit representing the Club on civil law agreement other than the Intermediation agreement, the subject of which will include, among others, the representation of the interests of this Club in relation to the negotiation and conclusion of Transfer Agreement or Contract.
5. The Club is obliged to report to the PZPN Disciplinary Commission any attempt to rely by the Intermediary or any other natural person, legal person or another organizational unit representing the Player or his legal representatives on civil law contract other than the Intermediation agreement with the Player, the subject of which will include, among others, the representation of the interests of this Player or his legal representatives in relation to the negotiation and conclusion of Transfer Agreement or Contract.

## **Art. 6**

1. Intermediation agreement must contain at least the following elements: first and last names or names of the parties, scope of services provided, term of the contract (with the date of commencement of services and their completion), the amount of remuneration determined for the implementation of intermediation, manner of its payment, provisions relating to termination or expiration of the contract and the signatures of the parties.
2. If the Intermediary is a legal person or other organizational unit in the intermediation agreement natural person(-s) acting at a given Transaction must be disclosed.
3. Intermediation agreement can be entered into only with the Player who:
  - a) has completed 15 years, or
  - b) received from the Club, in accordance with applicable regulations of the PZPN, the first professional contract offer.
4. Intermediation agreement with the minor Player must also be signed by his parents or other legal guardians, in accordance with the provisions of universally binding law.
5. Intermediary who is a legal person or other organizational unit may not enter into Intermediation agreement with the minor Player.

## **Art. 7**

1. Intermediary may be remunerated solely by the Club or Player, with whom he has signed an Intermediation agreement.
2. The amount of remuneration payable to the Intermediary acting on behalf of the Player shall be determined in the Intermediation agreement, which the Parties shall conclude before the conclusion of the Contract and shall be determined on the basis of the Basic salary of the Player during the entire period covered by the Contract.
3. It is recommended that the total amount of remuneration for one Transaction due to the Intermediary, which acted at its conclusion on behalf of the Player does not exceed 3% (three percent) of the Basic salary of the Player for the entire period of the Contract.
4. The Club using the services of the Intermediary will pay him the remuneration agreed in the Intermediation agreement. It is allowed to make installment payments.
5. It is recommended that the total amount of remuneration for one Transaction due to the Intermediary, which acted at its conclusion on behalf of the Club in order to enter into a Contract with the Player does not exceed 3% (three percent) of the final, Basic salary for the entire period of the Contract.
6. It is recommended that the total amount of remuneration for one Transaction due to the Intermediary, which acted at its conclusion on behalf of the Club in order to enter into a Transfer agreement does not exceed 3% (three percent) of the final payment for a transfer paid in connection with the change of club membership.
7. Clubs must ensure that each payment paid by one to the other in connection with the change of club membership of the Player such as: transfer sum, compensation, or solidarity contribution were not paid in whole or in part, through or to the Intermediary and that these payments will not be paid by the Intermediary.
8. The prohibition referred to in paragraph 7 also includes a ban on the participation of the Intermediary in any payment in respect of future changes of the Player's club membership or the future conclusion of another contract by the Player. This provision does not apply to

situations where the Intermediation agreement concluded by the Intermediary with the player's former club payment terms of commissions for the future transfer of this player have been formulated in amount with respect to the transfer sum. Assignment of claims connected with the change of club membership with the participation of intermediaries is also prohibited.

9. Subject to the content of provisions of this Resolution, any remuneration for the services of the Intermediary may be paid only by the entity, i.e. Club or Player who has entered into an Intermediation agreement with the Intermediary, directly to the Intermediary.
10. A Player may authorize the Club to implement, on behalf of the Player, due under the Intermediation agreement payment to the Intermediary, which will be covered from the remuneration under the Contract. Such authorization, under pain of nullity, must be placed, along with an indication of the amount of that payment, in the Contract.
11. It is prohibited to persons, within the meaning defined in point 11 of the FIFA Statute Definitions Chapter to take any payments for the intermediation from the whole or part of the fee paid to the Intermediary by the party represented by him in the Transaction. Any person who violates this provision shall be subject to disciplinary responsibility, in accordance with the provisions of the Disciplinary Regulations of the PZPN.
12. It is forbidden to pay by the minor Player or a Club any fees payable to the Intermediary in connection with the Contract or a transfer agreement of a minor Player or incur any obligations relating to the payment of any fees to the Intermediary in connection with the execution of such Contract or Transfer agreement in the future. Violation of this provision will result in disciplinary liability under the provisions of the Disciplinary Regulations of the PZPN.

#### **Art. 8**

1. A Player using the services of the Intermediary immediately after the conclusion of the Contract is obliged to send to the PZPN all documentation related to the cooperation with the Intermediary at such Transaction, regardless of the obligation of the Club to present the Contract concluded with the participation of the Intermediary during the authorization of the Player to play. In addition, Player is required to forward to the PZPN full information concerning each Transaction carried out with the participation of the Intermediary and all remunerations and payments of any nature, paid or to be paid to the Intermediary.
2. Club using the services of the Intermediary immediately after the conclusion of Transfer agreement or Contract is required to send to the PZPN all documentation related to the cooperation with the Intermediary at such Transaction. The obligation to submit the above documents refers to both the Club, which withdraws the Player and the Club that acquires the Player, if it uses the services of Intermediary at the Transaction. Furthermore the Club is obliged to provide the PZPN with full information concerning each Transaction carried out with the participation of the Intermediary and all remunerations and payments of any nature, paid or to be paid to the Intermediary.
3. The Player or the Club shall be required that any Transfer agreement or Contract negotiated or signed with the participation of the Intermediary acting on the basis of Intermediation agreement shall contain the name and signature of such Intermediary, and also the date of conclusion of the Intermediation agreement.

4. Indication of the Intermediary in the Transfer agreement or Contract is the confirmation of successful provision of intermediation services by the Intermediary under the Intermediation agreement and the basis for the recognition of remuneration established in the Intermediation agreement for the due.
5. In case when the Player or the Club did not use the services of the Intermediary in the negotiations or the conclusion of Transfer agreement or Contract, that fact must be visible in the Transfer Agreement or Contract.

#### **Art. 9**

1. Before 31 March of each calendar year, the PZPN will publish on its website names of all Intermediaries who have been registered in connection with activities under the content of this Resolution, Intermediation Agreements and all Transactions in which they took part in the last 12 months. At the same time the PZPN will publish total amount of remunerations or other claims which Players and Clubs paid to a given Intermediary, in the form of a lump sum for all Players of a given Intermediary and as a total amount paid by a given Club.
2. PZPN will publish in the Registration system information about all signed agreements and terms of their validity. This information will be made available to active users of the Registration system.
3. PZPN will provide Players or Clubs, at their request, with certain information from the Registration system concerning the Transaction, in which the Intermediary participated if, in their use irregularities concerning the carried out activities covered by the content of this Resolution will be identified or eliminated.

#### **Art. 10**

1. Club or Player who enters into an Intermediation agreement with a person who does not hold intermediation powers is subject to disciplinary action.
2. Club, Player or Intermediary who breaches or applies the provisions of this Resolution in a manner inconsistent with its content and other provisions of the PZPN regulations is subject to disciplinary action.
3. The person who will take action or enter into an Intermediation agreement without having Intermediary's powers may not be included in the list of Intermediaries for two consecutive seasons, and in the case of further action or another conclusion of Intermediation agreement without Intermediary's powers, that person may not be included on the list of Intermediaries for a period of five consecutive seasons or permanently.
4. Disciplinary proceedings shall be conducted on the basis of PZPN Disciplinary Regulations and other relevant rules, at the request of the Commissioner for the protection of Association Law, the Disciplinary Commissioner or the Team acting as a part of the Legal affairs Commissions.
5. Disciplinary sanctions imposed on the Intermediary, Player or the Club in connection with the implementation of this Resolution are published on the website of PZPN. FIFA is also notified about its content.
6. FIFA Disciplinary Commission may decide to extend the sanctions imposed in accordance with the FIFA Disciplinary Code.



7. Property disputes that arise between the Intermediaries and the Clubs or Players, resulting from intermediation agreements, in connection with the implementation of this Resolution will be subject to the decision of the Football Conciliation and Arbitration Court of PZPN.
8. PZPN may with a separate Resolution of the Management Board of the PZPN introduce the obligation to insure Intermediaries and other obligations related to the conduct of Intermediary's activities.

#### **Art. 11**

1. In case of matters not covered in this Resolution, respectively the provisions of the Civil Code apply.
2. The right of interpretation of the provisions in this Resolution belongs to the Management Board of PZPN.
3. This Resolution replaces the valid until 31 March 2015 Resolution of the Management Board of PZPN No. I/7 of 31 March 2006 (with later amendments) on the licensing of managers for footballers and shall enter into force on 1 April 2015.
4. With the entry into force of this Resolution the current licensing system for players' managers shall expire, thus all previously issued licenses expire and must be returned to the PZPN.
5. The existing licensed managers for footballers will be entered into the Registration system as Intermediaries after complying with the conditions referred to in Art. 4, paragraph 3 point 1) - 3).
6. Fulfillment of the conditions referred to in Art. 4 paragraph 3 point 1) - 3), in the period from 1 April to 30 June 2015 enables the Intermediary also to conduct business in competitions season 2015/2016.
7. All agreements for the provision of management services, concluded before the entry into force of this Resolution are covered by the provisions of this Resolution, as long as they were submitted to the PZPN within 30 days from the date of their conclusion, to the expiry date and cannot be extended, but their effectiveness against the PZPN is subject to the fulfillment by the Intermediary of all obligations set forth in this Resolution.
8. The provisions of this Resolution shall apply to all cases pending before the authorities of PZPN arising from the content of agreements submitted to the Registration system.
9. In order to implement the provisions of this resolution the Department of National Competitions of PZPN is authorized to develop technical guidelines, implement and oversee the operation of the Registration System of Intermediaries, enabling:
  - registration and verification of intermediaries in accordance with the principles set out in this Resolution,
  - registration of agreements concluded by intermediaries
  - publication on the website of PZPN of information referred to in Art. 10 of this resolution
  - performance of other activities enabling the implementation of provisions of the Resolution

Substantive verification of submitted documents shall be performed by the National Competitions Department of PZPN in collaboration with Team acting as part of the Legal Affairs Committee.

President of PZPN Zbigniew Boniek

## **Appendix no. 1**

### **Intermediary's declaration for a natural person**

First name (names):

Surname (surnames):

Date of birth:

PESEL:

Citizenship/Citizenships:

Full permanent address (including phone/fax number and e-mail address)

### **I HEREBY DECLARE AS FOLLOWS:**

1. In the course of carrying out my activities as an Intermediary in the field of football I undertake to comply with all applicable international and national laws applicable to the performance of indicated activities. Notwithstanding the above, I agree for the use against my person of the provisions of the FIFA Statutes and Regulations of FIFA, on intermediation in football, relevant provisions of the UEFA in this respect, as well as the provisions of the Polish Football Association, in particular, of the Statute, the Disciplinary Regulations of the PZPN and Resolution of the Management Board of PZPN, the appendix of which is this declaration.

At the same time I declare that as an Intermediary providing services in the field of football I surrender to the disciplinary liability arising from the content of the Statutes and Disciplinary Regulations of the PZPN and statutory implemented by the relevant authorities of PZPN, and also disciplinary liability on the principles set out in the FIFA Disciplinary Code.

2. I declare that I currently do not hold official position within the meaning defined in point 11 of the Definitions Chapter of the FIFA Statute and art. 1 paragraph 4 of the Resolution the appendix of which is this declaration and that I will not hold such position for the lifetime of the statement.
3. I declare that I have an impeccable reputation, and also in the past I have not been convicted with a final judgment convicting for any willful crime or intentional tax offense prosecuted by public indictment or I am not subject to the penalty of disqualification in a period of this declaration, or not subject to the penalty of disqualification for corruption in sport.
4. I declare that I have not concluded (or do not cooperate in the provision of intermediation services in football with an entity that has entered into) in effect during the period of validity of this Declaration or in this period I will not conclude a civil law contract with a Player registered in Extranet PZPN system or his legal representatives, other than an Intermediation Agreement referred to in the Resolution, the appendix of which is this Declaration, on the basis of which I will be entitled to represent the interests of such Player or his legal representatives in relation to the negotiation and conclusion of transfer agreements or contracts within the meaning of the abovementioned Resolution of the Management Board of the PZPN.
5. I declare that I have no contractual relationships with FIFA, continental confederations, national or regional football federations, professional leagues that could pose a potential conflict of interest. At the same time I declare that in case of any doubt, I will disclose

immediately any legal relationship that connects me with the above mentioned entities. At the same time I declare that in connection with the performance of my activities as an Intermediary in the field of football I will not seek to establish any contractual relationship with FIFA, continental confederations, national or regional football federations, professional leagues.

6. I declare that, in accordance with the content of Article 7 § 4 of the FIFA Regulations on working with intermediaries, I will not receive any payments from one Club to another Club due to a change of club membership of a Player, in particular any transfer sums, compensation due to the solidarity contribution and any compensations for training of a Player.
7. I declare, in accordance with Article 7 § 8 of the Regulations of FIFA concerning working with an intermediary, that I will not accept any payment from either party, if the change of club membership concerns a minor Player.
8. I declare that I am not and I will not be associated, directly or indirectly, including that I will not take a personal part in sports betting, lotteries, gambling games or other mutual betting, or similar events or transactions connected with football matches. At the same time I acknowledge that I do not have any shares in corporations, companies and other organizations that promote, arrange, negotiate or carry out any transactions or events related to the above games.
9. I agree, in accordance with Article 6 § 1 of the FIFA Regulations on working with an intermediary, to transfer to the PZPN detailed information regarding all payments of any nature whatsoever, which I obtained from the Club or the Player, in connection with the provision of intermediation services.
10. I agree, in accordance with Article 6 § 1 of the FIFA Regulations on working with the Intermediary, to transfer, if necessary, to FIFA, continental confederations, national or regional football associations and professional leagues in order of suitable examination of all relevant contracts, agreements and other documents related to my activities as an Intermediary in football. At the same time, I agree to the fact that those entities can obtain any other, appropriate document from any third party, also providing advisory services and taking an active part in the negotiations or consultations, for the conduct of which I am responsible.
11. I agree, in accordance with Article 6 § 3 of FIFA Regulations on working with an Intermediary for the storage and processing of any data, including personal data, by the PZPN in order of their publication, in connection with my function as an Intermediary to the extent specified in the regulations of FIFA and the PZPN as well as the transfer of such data to a third country.
12. I agree, in accordance with Article 9 § 2 of the FIFA Regulations on working with the Intermediary, for the publication by the PZPN of information about all disciplinary sanctions imposed on me and to inform FIFA about these sanctions.
13. I am fully aware and agree that this declaration shall be made available to members of the competent authorities of PZPN, regional associations and professional league.
14. I agree in case of violation of the provisions of Resolution No. xx of the Management Board of PZPN of 27 March or other regulation of PZPN to publish information about the deletion of the Intermediary from the Registration system.
15. Notes and observations that could potentially be relevant:

This declaration is submitted in good faith, the authenticity of which is based on information and materials available for me today, and I agree that the PZPN will be entitled to carry out control functions in relation to the need to verify the information contained in this declaration. I also acknowledge that after the submission of this declaration, in case of change of any of the elements of the above information, I am obliged to immediately inform the PZPN of the change.

(Place, date)

(Signature)

## **Appendix no. 2**

### **Intermediary's Declaration for legal person or other organizational unit**

Name (legal person/legal entity)

Address (including phone/fax number, e-mail address and website)

Hereinafter referred to as "legal person or other organizational unit"

Name (names), surname and PESEL of a person authorized to represent the above-mentioned legal person or other organizational entity (legal person/legal entity)

(Note: any person acting on behalf of the legal person or other organizational unit must submit a separate form of the Intermediary's Declaration):

#### **I HEREBY DECLARE AS FOLLOWS:**

1. In the course of carrying out activities of an Intermediary in the field of football by a natural person or other organizational unit, which I hereby represent, I undertake on its behalf and personally to comply with all applicable international and national laws applicable to the performance of indicated activities. Notwithstanding the above, I agree for the use against natural person or other organizational unit of the provisions of the FIFA Statutes and FIFA Regulations, on intermediation in football, relevant provisions of the UEFA in this respect, as well as the provisions of the Polish Football Association, in particular, the Statute, the Disciplinary Regulations of the PZPN and Resolution, the appendix of which is this declaration.  
At the same time I declare that legal person or other organizational unit that I represent surrenders as an Intermediary providing services in the field of football to the disciplinary liability arising from the content of the Statutes and Disciplinary Regulations of the PZPN and statutory implemented by the relevant authorities of PZPN, and disciplinary liability on the principles set out in the FIFA Disciplinary Code and other FIFA regulations.
2. I declare that none of the persons which are to provide services within the scope of intermediation in football, as a part of legal person or another organizational unit, which I am representing, and I personally do not hold official position within the meaning defined in point 11 of Definitions Chapter of the FIFA Statute and in art. 1 paragraph 4 of the Resolution the appendix of which is this declaration and that I will not hold such a position for the lifetime of the Declaration.
3. I declare that each person who is to provide services within the scope of legal person or another organizational unit which I am representing, perform functions connected with intermediation in football and I personally have an impeccable reputation, as well as none of these persons have been convicted with a final judgment convicting for any willful crime or intentional tax offense prosecuted by public indictment or are not subject to the penalty of disqualification in a period of this declaration, or were not subject to the penalty of disqualification for corruption in sport.

4. I declare that none of the persons who is to provide services within the scope of intermediation in football as a part of legal person of another organizational unit which I am representing, nor any person cooperating with this entity within the scope of intermediation in football have concluded in effect during the period of validity of this Declaration or in this period will not conclude a civil law contract with a Player registered in Extranet PZPN system or its legal representatives, other than an Intermediation Agreement referred to in the Resolution, the appendix of which is this Declaration, on the basis of which it will be entitled to represent the interests of such Player or his legal representatives in relation to the negotiation and conclusion of transfer agreements or contracts within the meaning of the abovementioned Resolution of the Management Board of the PZPN.
5. I declare that neither the legal person nor another organizational unit which I am representing, nor none of the persons which within its scope will deal with intermediation in football, nor I personally have contractual relationship with FIFA, continental confederations, national or regional football federations, professional leagues that could pose a potential conflict of interest. At the same time I declare that in case of any doubt, legal person or other organizational unit which I am representing, its employees within the scope of intermediation in football and I personally will disclose immediately any legal relationship that connects us with the above mentioned entities. At the same time I declare that the legal person or other organizational entity which I am representing, its employees within the scope of intermediation in football and I personally will not seek to establish any contractual relationship with FIFA, continental confederations, national or regional football federations, professional leagues.
6. I declare that, in accordance with the content of Article 7 § 4 of the FIFA Regulations on working with intermediaries, that neither the legal person nor other organizational unit which I am representing, nor any persons that provide intermediation services within its scope nor I personally will receive any payments from one Club to another Club due to a change of club membership of a Player, in particular any transfer sums, compensation due to the solidarity contribution and any compensations for training of a Player.
7. I declare, that in accordance with Article 7 § 8 of the Regulations of FIFA concerning working with an intermediary, that legal person or other organizational unit which I am representing, and any persons dealing in it with intermediation in football and I personally will not accept any payment from either party, if the change of club membership concerns a minor Player.
8. I declare that neither legal person nor other organizational unit which I am representing, nor none of its employees, nor I personally will be personally participate in sports betting, lotteries, gambling games or other mutual betting, or similar events or transactions connected with football matches. At the same time I acknowledge that both legal person or other organizational unit which I am representing, or any of the persons who are dealing with intermediation as a part of it, or I personally do not have any shares in corporations, companies and other organizations that promote, arrange, negotiate or carry out any transactions or events related to the above games.
9. On behalf of legal person or other organizational unit which I am representing, people performing intermediation activities in football as a part of it and I personally agree, in accordance with Article 6 § 1 of the FIFA Regulations on working with an intermediary, to the acquisition of the PZPN detailed information regarding all payments of any nature

whatsoever, which we have obtained from the Club or the Player, in connection with the provision of intermediation services.

10. On behalf of legal person or other organizational unit which I am representing, its employees within the scope of intermediation activities in football and I personally agree, in accordance with Article 6 § 1 of the FIFA Regulations on working with the Intermediary, to transfer, if necessary, to FIFA, continental confederations, national or regional football associations and professional leagues in order of suitable examination of all contracts, agreements and other documents related to my activities as an Intermediary in football. At the same time, we agree to the fact that those entities can obtain any other, appropriate document from any third party, also providing advisory services and taking an active part in the negotiations or consultations, for the conduct of which we are responsible.
11. On behalf of legal person or other organizational unit which I am representing I agree, in accordance with Article 6 § 3 of FIFA Regulations on working with an Intermediary for the storage and processing of any data, including personal data, by the PZPN in order of their publication, within the scope specified in the FIFA and PZPN regulations.
12. On behalf of legal person or other organizational unit which I am representing, people performing intermediation activities in football as a part of it and I personally agree, in accordance with Article 9 § 3 of the FIFA Regulations on working with the Intermediary, for the storage and processing of any data, including personal data, by the PZPN in order of their publication, in connection with our function as an Intermediary. On behalf of legal person or other organizational unit which I am representing, its employees within the scope of intermediation activities in football and I personally agree, in accordance with Article 9 § 2 of the FIFA Regulations on working with the Intermediary for the publication by the PZPN of information about all disciplinary sanctions and to inform FIFA about these sanctions.
13. I am fully aware and agree that this declaration shall be made available to members of the competent authorities of PZPN, regional associations and professional league.
14. Notes and observations that could potentially be relevant:

This declaration is submitted in good faith, the authenticity of which is based on information and materials available for me today, and I agree that the PZPN will be entitled to carry out control functions in relation to the need to verify the information contained in this declaration. I also acknowledge that after the submission of this declaration, in case of change of any of the elements of the above information, I am obliged to immediately inform the PZPN of the change.

(Place, date)

(Signature)