



Addendum
to
Circular nr. 125

This Addendum to DBU Circular 125 of September 7, 2023 – Regulations Governing Football Agents, temporarily suspends the following provisions/parts of the provisions of DBU Circular 125:

7. Representation agreements

... ..

In Article 7, par. 3, the following part of the provision is suspended:

7.3 The representation agreement must state the names of the parties, the duration and amount of the fee. ~~Payment of the service fee due under a representation agreement shall be made exclusively by the player or the club of the football agent. A player or a club may not contract with or authorise any third party to make such payment on its behalf, but see Article 8, paragraph 2.~~

... ..

Article 7, par. 5, has been changed to:

7.5 *In case of a representation agreement in relation to a transaction with a cross-border element, the football agent must ensure to comply with the FFAR, Article 16 (with the exception of the reporting obligations stipulated in the FFAR, article 16, paragraph 2 h), j) k) and paragraph 4, which are temporarily suspended by FIFA).*

... ..

8. Service fee of a football agent

... ..

Article 8, par. 2, is suspended:

8.2 ~~Payment of the service fee due under a representation agreement shall be made exclusively by the player or club of the football agent. The player or club may not reach an agreement with or authorise any third party to make such payment.~~

~~The only exception to this principle is when a football agent is representing a player and the negotiated annual remuneration is less than USD 200.000 (or equivalent), not counting any conditional payments. In such cases, an engaging club may agree with the player to pay the service fee on behalf of the player to the football agent for that transaction in accordance with representation agreement. In such cases, all of the following conditions apply:~~



DANSK BOLDSPIL-UNION
EN DEL AF NOGET STØRRE

- a) ~~The service fee payment made by the engaging club on behalf of the player shall not affect the fiduciary duty of the football agent to the player. It must also not create any dependency or subordination of the football agent towards the engaging club.~~
- b) ~~The service fee payment made by the engaging club on behalf of the player must be no higher than the agreed service fee in the representation agreement between the player and football agent.~~
- c) ~~The engaging club may not deduct any service fee payment from the player's remuneration.~~
- d) ~~The player, club and football agent are at all times obliged to comply with applicable tax and labor law regulations in Denmark.~~

... ..

Article 8, par. 5, is suspended:

~~8.5 — Payment of any service fee shall be made after the closure of the relevant registration period and in instalments every three months for the duration of the negotiated player contract.~~

Article 8, par. 6, is suspended:

~~8.6 — Only the remuneration actually received by a player shall be subject to the payment of a service fee, calculated on pro rata basis.~~

Article 8, par. 7, is suspended:

~~8.7 — Where a negotiated player contract is less than six months in duration, payment shall be made in a single instalment at the expiry of the negotiated player contract.~~

Article 8, par. 8, is suspended:

~~8.8 — Where a football agent acts on behalf of an engaging club and a player in the same transaction under Article 10, paragraph 3 (permitted dual representation), the engaging club may pay up to 50% of the total service fee due.~~

Article 8, par. 9, is suspended:

~~8.9 — A releasing club shall pay a service fee to a football agent following receipt of each instalment of the transfer compensation due to the releasing club. The releasing club shall duly inform the football agent of any such instalments received.~~

Article 8, par. 10, is suspended:

~~8.10 — A football agent is not entitled to receive any service fee not yet due deriving from a~~



DANSK BOLDSPIL-UNION
EN DEL AF NOGET STØRRE

negotiated player contract where:

- a) ~~The player transfers to another engaging club before the negotiated contract expires;~~
- or
- b) ~~The negotiated player contract is terminated prematurely by the player without just cause and the football agent still represents the player at the time of the termination.~~

In Article 8, par. 11, the following part of the provision is suspended:

8.11 All service fee payments to football agents shall be made directly to the football agent unless the relevant representation agreement from which the football agent service derives concerns an international player transfer with cross-border element.

~~All service fee payments to football agents concerning an international transfer with a cross-border element shall be made through the FIFA Clearing House in accordance with the FIFA Clearing House Regulations, unless:~~

- a) ~~The FIFA Clearing House Regulations do not regulate service fee payments to football agents when this circular enters into force, in which case payment shall be made directly to the football agent, until such time that the FIFA Clearing House Regulations regulate service fee payments.~~

... ..

Article 8, par. 14, is suspended:

8.14 ~~The service fee payable to the football agent for the performance of football agent activities shall be calculated as follows:~~

- a. ~~When representing a player or an engaging club: based on the player's remuneration.~~
- b. ~~When representing a releasing club: based on the transfer compensation for the relevant transfer.~~

Article 8, par. 15, is suspended:

8.15 ~~The maximum service fee payable for the provisions of football agent services in a transaction, regardless of the number of football agent providing football agent services to a particular player or club, is:~~

8.15.1 ~~Services fee cap – Player/Engaging club:~~

- o ~~A maximum of 5% of the player's annual remuneration less than or equal to USD 200.000 (2023). If the football agent is representing both an engaging club and the player (permitted dual representation) the maximum service fee cap is 10% of the player's annual remuneration less than or equal to USD 200.000 (2023), see paragraph 9 in this article.~~



- ~~○ A maximum of 3% of the player's annual remuneration above USD 200.000 (2023). If the football agent is representing both an engaging club and the player (permitted dual representation) the maximum service fee cap is 6% of the player's annual remuneration above USD 200.000, see paragraph 9 in this article.~~

~~8.15.2 Service fee cap – Releasing Club:~~

- ~~○ A maximum of 10% of the transfer compensation.~~

~~8.15.3 For the avoidance of doubt, the following shall apply:~~

- ~~a) The calculation to determine the relevant service fee cap of the player's remuneration may not take into account any conditional payments.~~
- ~~b) If the player's remuneration is above USD 200.000 (or equivalent), the annual excess above the amount shall be subject to a maximum service fee cap of 3% if the football agent is representing a player or an engaging club or 6% if the football agent is representing both an engaging club and a player (permitted dual representation).~~
- ~~c) The calculation of the transfer compensations may not include: (i.) any amount paid as compensation for breach of contract in relation to the football agent's compliance with the ongoing licensing requirement; and/or (ii.) any sell-on fee.~~

Article 8, par. 16, is suspended:

~~8.16 Where a football agent or another party directly or indirectly connected to the football agent, in the 24 months prior to or following a transaction, performs other services for a player or club involved in that transaction, it shall be presumed that the other services formed part of the football agent services performed in that transaction, unless proven to contrary.~~

Article 8, par. 17, is suspended:

~~8.17 Where a football agent and/or player or club fails to rebut the presumption in paragraph 16 of this clause, the fees paid for the other services shall be deemed to be part of the service fee paid for the football agent services performed in that transaction.~~

... ..

10. The football agent's obligations

... ..

In Article 10, par. 3, the following part of the provision is suspended:

~~10.3 The prohibition in paragraph 2.5 in this article does not apply if a player and an engaging club wish to be represented by the same football agent in the same transaction, and if the conditions in paragraph 2.4 in this article are satisfied. For such permitted dual representation to be allowed, the football agent, the player and the engaging club must~~



conclude a DBU standard dual representation agreement via DBU's football agent platform (mit.dbu.dk/agent). Payments of the football agent's service fee must at all times comply with Article 8, paragraph 8 in this circular.

... ..

14. The club's obligations

... ..

In Article 14, par. 8, the following part of the provision is suspended:

14.8 If, in connection with a transfer agreement, a club is to pay transfer compensation to another club in accordance with FIFA's regulations, the club must make such payment directly to the club which is entitled to receive the compensation, ~~see Article 8. In case the transfer has a cross-border element, the payment must be made through FIFA's Clearing House in accordance with the FIFA Clearing House Regulations~~

... ..

18. Governing bodies

... ..

In Article 18, par. 3, the following part of the provision is suspended:

18.3 If a football agent's, a player's, or a club's failure to perform its obligations occurs in connection with an international club transfer, the power to impose sanctions will be held by DBU if the football agent, player or club in question is subject to DBU's authority, cf. Article 3. Otherwise, breaches or other complaints which include a football agent's, a player's, or a club's obligations according to the FIFA Football Agent Regulations, ~~the FIFA Statutes, the FIFA Disciplinary Code, FIFA Code of Ethics or any other FIFA regulations~~ in connection with an international transaction, the power to impose sanctions is subject to FIFA Disciplinary Committee's authority.

... ..

20. Disciplinary complaints and investigations

In Article 20, par. 1, the following part of the provision is suspended:

20.1 Disciplinary complaints in accordance with Article 8-15 may be brought before Danish Football's Disciplinary Committee if the person against whom a complaint has been made subject to DBU's authority. ~~Otherwise, complaints regarding transactions with a cross-border element must be submitted to FIFA's Disciplinary Committee. Any disputes arising from or in connection with, a representation agreement in relation to a transaction with a cross-border element, will be dealt with by FIFA's Agents Chamber of the Football Tribunal.~~

... ..



DANSK BOLDSPIL-UNION
EN DEL AF NOGET STØRRE

21. Civil law disputes

... ..

Article 21, par. 3, is suspended:

~~21.3 Without prejudice to the right of a football agent, a player, or a club to seek redress before an ordinary court of law, the FIFA Agents Chamber of the Football Tribunal has jurisdiction to deal with disputes:~~

- ~~a) arising out of, or in connection with, a representation agreement with a cross-border element (see FFAR Article 2, paragraph 2);~~
- ~~b) where a claim is lodged in accordance with the Procedural Rules Governing the Football Tribunal; and~~
- ~~c) where no more than two years have elapsed since the event giving rise to the dispute; the application of this time limit shall be examined ex officio in each case.~~

This Addendum to DBU Circular 125 on temporary suspension of the above provisions/parts of the provisions in DBU Circular 125 shall enter into force on December 22, 2023 with regard to the provisions in Article 7, par. 3, Article 8, par. 2, Article 8, par.5-7 and Article 8, par.15, and on January 4, 2024 with regard to the provisions in Article 7, par. 5, Article 8, par. 8-11, Article 8, par. 14, Article 8, par 16-17, Article 10, par. 3, Article 14, par. 8, Article 18, par. 3, Article 20, par. 1, and Article 21, par. 3, and shall remain in force until the DBU Board of Directors should decide otherwise.

Brøndby, January 4, 2024

On behalf of the DBU Board of Directors

Erik Brøgger Rasmussen