

DRAFT

CLUB / AGENT WARRANTY CLAUSE FOR INCLUSION IN THE STANDARD
REPRESENTATION CONTRACT

- XX. The Authorised Agent warrants and represents to the Club, on a continuing basis throughout the term of this Agreement, that:
- a. the Authorised Agent has not at any time in the previous two transfer windows or the period in between or since:
 - i. been party to a representation agreement with the Player; or
 - ii. carried out any Agency Activity (as defined in the Regulations) for or on behalf of the Player in relation to a completed Transaction or Contract Negotiation involving any other football club (including any club outside England);
 - iii. had, either directly or indirectly, any interest in, or beneficial ownership of, the Commercial Rights (as defined in the Regulations), including without limitation the image rights, of the Player;
 - iv. had any contractual or other customary arrangement (with the Player or otherwise) which involves the representation, by the Authorised Agent, of the Commercial Rights of the Player;
 - b. the Authorised Agent has not carried out any Agency Activity for or on behalf of any other football club (including any club outside England) in respect of the Player either:
 - i. in the immediately preceding completed Transaction or Contract Negotiation involving the Player; or
 - ii. in the previous two transfer windows or the period in between or since;
 - c. the Authorised Agent is not a Connected Agent (as defined in the Regulations) by reference to any other Authorised Agent who has carried out any of the activities specified in clause (a) or clause (b) above;
 - d. the Authorised Agent has disclosed in writing to the Club and the Player any and all actual or potential conflicts of interest in relation to the Transaction or Contract Negotiation;