



JOHOR DARUL TA'ZIM FOOTBALL CLUB

JDT HQ, Stadium Sultan Ibrahim, Jalan Gelang Patah, 79200 Iskandar Puteri, Johor
Tel : 607-5852442 Email : admin@jdtfc.my

SUPPLEMENTARY AGREEMENT

This Supplementary Agreement (“**Supplementary Agreement**”) is made on 2 December 2021

BETWEEN:

- (i) **JOHOR DARUL TA'ZIM FOOTBALL CLUB SDN. BHD.**, a company duly registered in Malaysia (registration 202001025909 (1382229-A) and having its office at JDT HQ, Stadium Sultan Ibrahim, Jalan Gelang Patah, 89200 Iskandar Puteri, Johor (“**Club**”); and
- (ii) **ALVARO JAVIER VITA LORENTE** a Physiotherapist of Spanish nationality with passport number PAL001179 (“**Employee**”),

together hereinafter referred to as the “**Parties**”.

WHEREAS:

- A. The Club will execute a Football Association of Malaysia (hereafter “**FAM**”) Foreign Official’s Contract with the Employee on 1 January 2021 (hereafter “**Football Agreement**”) to engage the services of the Employee pursuant to the terms and conditions therein;
- B. In consideration of the Employee agreeing to perform the services pursuant to the Football Agreement and upon the mutual undertakings and obligations of the Parties hereto, the Club agrees to set out further terms to clarify various obligations between them;

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Unless the context otherwise requires, all words and expressions as defined in the Football Agreement shall have the same meanings when used or referred to in this Supplementary Agreement.
 - 1.2 Any reference in this Supplementary Agreement to any provisions of any statute, by-law, rule and regulation shall be construed as a reference to the provision as amended, re-enacted or extended at the relevant time.
 - 1.3 Words importing the singular number include the plural number and vice versa.
-

- 1.4 The headings in this Supplementary Agreement are for convenience only and shall not affect its interpretation.

2. AGREED TERMS

Term

- 2.1 This Supplementary Agreement shall commence on **1 January 2022** and conclude on **31 December 2022** (“Term”).

Remuneration

- 2.2 The Club shall, in addition to the non-financial benefits stipulated in the Football Agreement, pay the following to the Employee:

EUR\$5,500 per month.

- 2.3 For the avoidance of doubt, this amount amends the salary set out in the Football Agreement, and are the only amounts to be paid to the Employee pursuant to the Football Agreement and Supplementary Agreement.

Taxation

- 2.4 The Employee has signed the Football Agreement which shall be submitted for registration purposes to the FAM. The Club shall withhold an amount required by the Laws of Malaysia for the purposes of taxation calculated against the salary stated in the Football Agreement. The Club shall provide the Employee with the appropriate annual taxation certificate on an annual basis following the completion of his tax return.
- 2.5 The Employee has signed this Supplementary Agreement which reflects the full salary to be paid by the Club. The Employee is wholly responsible for withholding an amount required by the Laws of Malaysia for the purposes of taxation or required by any other national taxation regime of which he is a subject, calculated against the salary stated in this Supplementary Agreement.
- 2.6 For the avoidance of doubt, the Club bears no responsibility for withholding any amount for the purposes of income taxation save except for the amount set out in this section.

Accommodation

- 2.7 The Employee shall bear all rental, utility and other expenses related to the accommodation, including without limitation any insurance policy.
- 2.8 Upon completion of his employment with the Club, to protect the professional relationship between JDT and the Johor based accommodation providers, should the Employee not return the accommodation in a like-state, the Club shall be entitled to deduct the cost of any repairs and/or any outstanding rental payments owed.

Transportation

- 2.9 The Employee shall be responsible for the rental and other expenses related to a motor vehicle during the contractual period provided.
- 2.10 The Employee shall bear all petrol and other motor vehicle expenses.
- 2.11 Upon completion of his employment with the Club, to protect the professional relationship between JDT and the Johor car rental providers, should the Employee not return the vehicle in a like-state, the Club shall be entitled to deduct the cost of any repairs from any outstanding payments owed if the Employee fails to do so.

Physiotherapist qualifications

- 2.12 The Employee warrants that he has obtained and holds the necessary qualifications in order to be registered with the Asian Football Confederation (“AFC”) and FAM for the position he has been employed for.
- 2.13 The Employee shall provide copies of all necessary qualifications within thirty (30) days of the commencement of this Supplementary Agreement to the Club.
- 2.14 The Parties agree that the Club shall have the right to unilaterally and immediately terminate the Supplementary Agreement and Football Agreement with just cause if:
- 2.14.1 the Employee fails to provide evidence of his qualifications with the prescribed period; or
- 2.14.2 the AFC or the FAM refuses to register the Employee on the basis that he does not hold the requisite qualifications to perform the function for which he has been registered.
- 2.15 In either case, the Club shall pay the Employee a pro-rated salary on the basis of the duration of his employment. The Employee will be required to pay for his exit expenses from Malaysia.

Work permits and visa

- 2.16 The Club will provide all necessary visas and permits required for the Employee to be employed as a professional physiotherapist in Malaysia

Return tickets

- 2.17 The Club will provide the Employee with an allowance for the purchase of two (2) economy class return tickets from his home country (Spain). The amount for each ticket to be MYR3,800. The total flight allowance of MYR7,600 will be paid in twelve (12) installments of MYR634 to the monthly salary of the Employee. The Employee may only utilise the tickets during the periods permitted by the Club.

For the avoidance of doubt the Employee will arrange and pay for his flight ticket/s to Malaysia and the flight allowance will be paid to the Employee on the above schedule.

Morality Clause

- 2.18 This morality clause complements any similar clauses found in the Football Agreement.
- 2.19 The Employee acknowledges that the Disciplinary Regulations (**Regulations**) adopted by the Club form an essential part of this Supplementary Agreement and agrees to be bound by the Regulations.
- 2.20 The Parties agree that the Club may unilaterally and immediately terminate the Football Agreement and Supplementary Agreement if the Employee engages in any misconduct identified as such within the Regulations.

Mutual termination

- 2.21 If for whatever reason the Employee fails to settle in Malaysia, and the Club agrees with the Employee that he has failed to settle in Malaysia, the Club and Employee may agree to mutually terminate the Football Agreement and Supplementary Agreement in writing.

3. CONFIDENTIALITY

- 3.1 The terms of this Supplementary Agreement are strictly confidential and shall at no time be disclosed by the parties to any third party without the prior written consent of the other party to the Supplementary Agreement, except that a party may disclose such terms:
- 3.1.1. to the appropriate football authorities applicable to that party, in order to comply with any rule binding on that party;
 - 3.1.2. as required by any governmental department or any governmental or quasi-governmental authority, official or agency;
 - 3.1.3. in confidence to that party's professional advisers; or
 - 3.1.4. to the extent that such terms have become public knowledge without any fault on the part of the disclosing party.
- 3.2 A party disclosing any financial terms of this Supplementary Agreement in reliance on any of the exceptions set out above shall take all reasonable steps available to it in order to prevent any further disclosure of the financial terms of this Supplementary Agreement (including using its reasonable endeavours to impose a duty of confidentiality in respect of that information on such party to whom it is disclosed).

4. COUNTERPARTS

- 4.1 This Supplementary Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each party has executed at least one (1) counterpart. Each counterpart shall constitute an original of the

Supplementary Agreement, but all the counterparts shall together constitute one (1) and the same instrument.

5. AMENDMENT

- 5.1. No modification, amendment or waiver to any provision of this Supplementary Agreement shall be effective unless made in writing and signed by all Parties hereto.

6. SEVERABILITY

- 6.1. If any term of provision of this Supplementary Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision (or relevant part thereof) shall, to the extent so illegal or unenforceable, be deemed not to form part of this Supplementary Agreement, but the validity or enforceability of the other terms and provisions of this Supplementary Agreement shall not be effected and shall continue in force.

7. DISPUTES AND GOVERNING LAW

- 7.1. This Supplementary Agreement and the Football Agreement, and any non-contractual obligations arising in connection with it shall be governed by and construed in accordance with the FIFA Statutes and the FIFA RSTP.
- 7.2. Any dispute, controversy or claim arising out of or in connection with this Supplementary Agreement or Football Agreement, including any question regarding its existence, validity or termination, shall be subject to the jurisdiction of the relevant competent body of FIFA pursuant to the FIFA RSTP.
- 7.3. In accordance with the FIFA RSTP, any appeal from the relevant competent body of FIFA shall be finally settled in accordance with the Rules of the Code of Sports-related Arbitration by the (appeal chamber of the) Court of Arbitration for Sport (**CAS**), domiciled in Lausanne, Switzerland. The language to be used in any arbitral proceedings shall be English. Should a hearing be required, it will be held at the Alternate Hearing Centre in Kuala Lumpur, Malaysia.
- 7.4. If for whatever reason there is no relevant competent body at FIFA which can assert jurisdiction pursuant to the FIFA RSTP, the matter shall be finally settled in accordance with the Rules of the Code of Sports-related Arbitration by the (ordinary chamber of the) CAS, domiciled in Lausanne, Switzerland. The language to be used in any arbitral proceedings shall be English. Should a hearing be required, it will be held at the Alternate Hearing Centre in Kuala Lumpur, Malaysia.

- 7.5. For the avoidance of doubt, the competence of any state courts, as well as the relevant decision-making bodies of the FAM, are expressly excluded in favour of those of FIFA and CAS.

8. CONSENT

- 8.1. The Employee hereby expressly and irrevocably consents to all of the terms and conditions contained within this Supplementary Agreement and confirms that he has received independent legal advice.

9. COSTS

- 9.1. All stamping fees and other costs incidental to or in connection with this Supplementary Agreement shall be borne by the Club.

10. NOTICES

- 10.1. Any notice required to be given by one party to the other shall be sufficiently given if sent by email or delivered by hand in exchange for signed confirmation. The Employee shall provide the Club with his email address for the service of notices directly after the execution of this Supplementary Agreement.

11. IMPLIED TERMS

- 11.1. This Supplementary Agreement embodies the entire understanding of the parties hereto and there are no promises terms conditions or obligation oral or written express or implied other than those contained herein.

12. SUCCESSORS BOUND

- 12.1. This Supplementary Agreement shall be binding upon the successors-in-title and the permitted assigns of the respective parties hereto.

13. TERMS TO SUBSIST

- 13.1. The terms of the Football Agreement shall continue and subsist unless specifically amended by the terms of this Supplementary Agreement.
- 13.2. Where the terms of this Supplementary Agreement do not specifically amend the terms of the Football Agreement, they shall supplement to the Football Agreement.
- 13.3. Where there is any inconsistency between the Football Agreement and the Supplementary Agreement, the Supplementary Agreement shall prevail to the extent of the inconsistency.

14. MATTERS RELATING TO EXECUTION

- 14.1. The parties warrant that they each have the full power and capacity to enter into this Supplementary Agreement and to exercise its rights and perform its obligations under this Supplementary Agreement and that no judicial decision prevents them from being able to do so.
- 14.2. This Supplementary Agreement may be executed by email (pdf) or fax transmission. Copies and signatures communicated by email or fax shall be valid as originals.

IN WITNESS WHEREOF the parties hereto have duly executed this Supplementary Agreement the day and year first above written.



ALISTAIR EDWARDS
Technical Director, Johor Darul Ta'Zim

Date: 2 December 2021

ALVARO JAVIER VITA LORENTE
Employee

Date: 2 December 2021