

MINISTRY OF INTERIOR AFFAIRS
DINAMO BUCURESTI SPORTING CLUB
DEPARTMENT _____

TRANSFER AGREEMENT

No. _____ on _____

Between:

DINAMO BUCURESTI SPORTING CLUB (hereinafter referred to as THE CLUB), with legal address in Bucharest, Sos. Stefan cel Mare nr. 7-9, Sector 2, represented by Mrs. ELISABETA LIPĂ, in capacity of president and Mrs. GRIGORE LILIANA – in capacity of Chief Accountant

and

the SPORTSMAN NICOLE MARIE DAVIS,
having the domicile in STOCKTON - USA, St. _____ no. _____, bl. _____, sc. _____, ap. _____, sector _____, CNP _____, holder of the I.C. series _____ no. _____,

AGENCY
TOP VOLLEY SRL. Sede Legale: V.le Gramsci 43
Sede Amministrativa: Via Martiri della Foibe 65-41125 MOBENA

Pursuant to the Civil Code – Title II, Chap. I “the Agreement”, to the Law of physical education and sport no. 69/2000, modified and supplemented, the G.D. no. 1447/2007 concerning the approval of the financial norms in the sports activity, modified and supplemented, to the Organising and functioning Regulation of S.C. Dinamo Bucharest, to the Regulation of the Volleyball Romanian Federation, to the Regulation of the Volleyball International Federation and the address no. 185/14.05.2013, the herein transfer agreement was concluded.

I. OBJECT OF AGREEMENT

1.1 The object of the Agreement is the transfer of the sportsman/sportswoman from the Sporting Club _____ or the legal representative thereof (Agency) TOP VOLLEY SRL, to Dinamo Bucuresti Sporting Club, Female Volleyball

Section.

1.2 The relations set out by the herein Agreement comprise obligations and rights according to the requirements of the two parties, under the law provisions.

II. DURATION OF AGREEMENT

2.1 The herein Agreement is concluded for the duration of 10 months beginning with the date of 15.08.2013 and expires on the date of 15.05.2014.

2.2 The period of the Agreement is firm, and the sportsman could only give up the herein Agreement in well grounded cases, with the previous agreement of the technical staff of the section and with the approval of the club management body.

2.3 In case of the herein Agreement cancellation before the expiring the validity period, by the sportsman, without of the agreement of the section technical staff, this one shall be obliged to pay all expenses made for his training (expenses for training and training camp, allowances, as well as other rights he had before).

2.4 The Agreement can be extended by the two parties' agreement, by addendum.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

A. The CLUB commits itself:

1. To pay the equivalent of the amount of _____ lei, representing 49.500 DOLLARS \$ in monthly instalments.

2. To pay to R. Volleyball F., I.F.V.B. and C.E.V. the duties relating to the transfer.

3. To assure the training conditions, the necessary equipment and logistics (fields or/and training/coaching halls, as well as changing rooms, recovery halls and other necessary annexes, training and semi-training camps), in order to allow the sportsman participation to trainings and competitions.

4. To assure the necessary specialised personnel (trainers, coaches, medical personnel and other specialists) for the training at high level, in order to allow the sportsman participation to trainings and competitions.

5. To give awards to the sportsman and to assure the payment of the allowances for effort, according to the legal norms in force and to the provisions elaborated at the club level, in agreement with the set out objectives and with the personal contribution in the training and the competitions. The sportsman awards and the allowances in the sportsman favour according to the herein Agreement, are granted within the approved budget limit, according to the law and to the Internal Regulation of the section.

6. To assure the medical assistance at competitions, according to the legislation in force.

7. To inform the sportsman, by the technical staff, about the Internal Regulation of the section and of the Organising and Regulation of the section as well about any normative

deed, that could be in the interest of the sportsman.

8. To assure the accommodation, the food and the transport of the sportsman or in the training camps, according to the legal norms.

9. To pay to the sportsman the equivalent of two travels (from LISA to Romania, from Romania to LISA).

10. **The bonuses for winning the National Championship and the Romania Cup shall be paid by the sponsors according to the agreements with each sportsman / sportswoman separately.**

B. The AGENCY commits itself:

1. To pay to the club and to the Federation of origin the amounts set out for the transfer of the sportsman / sportswoman to Dinamo Bucuresti Sporting Club.

B. The SPORTSMAN / SPORTSWOMAN commits himself/ herself:

1. To contribute with all his forces and capacities for the accomplishment of the section objectives.

2. To participate at all trainings and competitions of the section, to fulfil the control norms.

3. To know and to observe the regulations provisions of the speciality federation, the club's regulation and the internal regulation of the section, as it concerns him.

4. To not affect, by his behaviour, the club reputation and to make no defamatory declarations about the club and the persons with which he works directly, to have a sporting, fair-play attitude towards all persons participating at competitions and coaching, trips and other events.

5. During the Agreement duration, to keep the confidentiality of activities of any kind and to not conclude another agreement with a third, without the club agreement.

6. To not enter in relations or in any arrangements with mass-media, that could affect the club's image or the interests thereof. Within the public declarations, he is obliged to mention the section or his sponsor's name.

7. To wear the coaching, play and representative equipment of the club, in the publicity and representation actions.

8. To have a respectable and civilised behaviour in all circumstances, so that to bring no prejudice to the club and to the Romanian sport, and his public declarations to not bring any prejudice thereto.

9. To observe the coach indications and of the club's physician as well as of the technical staff as it concerns the manner of life after the training and competition program, to not utilise forbidden substances; otherwise the provisions of the Chap. VI shall be applied, relating to the Agreement cancellation and the sportsman penalising as well as the provisions of the item 12.

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10. To observe the prescribed medical treatments and the therapy specific to the sport, and to submit himself to anti-doping tests, in this respect he exempts the physician of his obligation to keep the professional secret towards the club management body.

11. To be responsible for the material prejudices made to the club by his fault.

12. To observe the norms of moral, civic behaviour, the professional deontology as well as the discipline rules.

13. **In case of failure to observe the contractual clauses, the sportsman is directly responsible and he shall be sanctioned disciplinary, civil and/or criminal, as the case may be, according to the law provisions, for any infraction of discipline.**

IV. FIDELITY CLAUSE

4.1 On the validity duration of the Agreement, the sportsman cannot transfer himself to another sporting club (from the country or abroad), except the case when he has the agreement of Dinamo Bucuresti Sporting Club.

4.2 The sportsman transfer to another sporting club from the country or abroad shall only be made after cessation of the herein Agreement, the club to which the sportsman is transferred being obliged to pay the transfer duty set out in accordance with the legislation in force.

4.3 In case of the sportsman transfer to another sporting club from the country or abroad before the expiring of the Agreement validity duration, the provisions of the Chap. II, indent 2.3 of the herein Agreement shall be strictly observed.

4.4 At the Agreement cessation, the sportsman can transfer oneself to another sporting unit, under the provisions of the indent 4.2 of the herein chapter, respectively only after the payment, by the club to which the sportsman is transferred, of the transfer duty set out in accordance with the legislation in force.

V. PUBLICITY RIGHTS

5.1 Beginning with the date of the sporting training Agreement conclusion, the sportsman consents to transfer, for undetermined duration, to Dinamo Bucuresti Sporting Club the publicity and image right from the period of the Agreement execution, as long as it is related to the relations between the parties in the herein Agreement.

5.2 The publicity right comprises:

- distribution by the club of photos, posters, movies, - individual or with the team - video records, of any kind (sequences, integral plays and in any manner, directly or in revival), with public or private companies;

5.3 a) Utilisation by the sportsman of other publicity ways about his sportsman personality member of Dinamo Bucuresti Sporting Club is only allowed with the previous, written agreement of the club.

b) This agreement can only be refused if it damages directly the relations between the parties.

c) The club can withdraw anytime, motivated, the agreement given in this respect.

VI. CESSATION AND CANCELLATION CLAUSES, PENALTIES FOR FAILURE TO ACCOMPLISH THE PERFORMANCE OBJECTIVES

The Agreement ceases under the following conditions:

- at the duration expiring for which it was concluded;

The Agreement can be cancelled under the following conditions:

- with the written agreement of both parties;
- unilaterally, in case one of the parties fails to fulfil or fulfils inadequately, repeatedly, the assumed obligations;
- from the club's initiative, in well grounded cases;
- in case of impossibility, of objective reasons, to carry out the performance activity;
- in case of the sportsman incapacity to practice the performance sport, owing to some causes that are not related to the concerned sport, incapacity shown by the obtained results, constantly, in the activity discipline;
- for an illegal or illicit act, generating material prejudice for the club;
- for acts or deeds affecting seriously the club image.

The party invoking the Agreement cancellation must notify the other party about it 15 days before.

In special, well grounded situations (for ex.: failure to observe the provisions in the Chap. III, item B, indent 1-12), the club shall perform the prompt and unilateral cancellation of the herein Agreement, without notifying the sportsman within the above-mentioned term. In this respect, the provisions relating to the payment of all expenses made for his training (expenses for training and training camp, allowances, as well as other rights he had shall apply).

For the non-fulfilment or the inadequate fulfilment of the assumed obligations or for the failure to accomplish the set out performance objectives, the sportsman could be penalised accordingly, according to the decision of the section management and the approval of the club management body, according to the Internal Regulation of the section.

VII. OTHER CLAUSES

7.1 The litigations between the parties shall be amiably solved. In case one cannot find a solution accepted by the two parties, the litigation shall be solved according to the legal norms in force.

7.2 The herein Agreement is the parties will and removes any verbal understanding between them, previous or after the conclusion thereof.

7.3 The Internal Regulation of the section _____ is an integral part of the herein Agreement.

The herein Agreement was concluded in 2 (two) copies, one for each contracting party.

Concluded this, _____

**DINAMO BUCURESTI S.C.
PRESIDENT,**

ELISABETA LIPA

CHIEF ACCOUNTANT

GRIGORE LILIANA

**VISA
for legality
LEGAL ADVISER**

GRANDORI GEORGETA

AGENCY

SPORTSMAN

**TECHNICAL STAFF
(SECTION COORDINATOR)**


