



PRESS RELEASE No 110/26

Luxembourg, 16 July 2026

Judgment of the Court in Case C-209/23 | RRC Sports

Football: The Court of Justice rules on whether FIFA's rules relating to agents comply with EU law

Two football agents ¹ have sought an injunction before a German court ² to prevent the implementation of several rules of the Fédération Internationale de Football Association (FIFA) governing the activities of football agents and coaches. ³

The contested rules concern, *inter alia*:

- **the prohibition on simultaneously representing two or three of the parties** concerned by the transfer of a player or coach, namely the player or the coach, the engaging entity ⁴ or the releasing entity;
- **the remuneration** of agents, in particular the capping of that remuneration as a percentage of the transfer fee or of the annual remuneration of the player or the coach; ⁵
- **certain rules in relation to obtaining and retaining a FIFA licence**, which is required in order to work as an agent; ⁶
- **the possibility of seeking new players or coaches** to represent; ⁷ and
- **the communication of certain information** to FIFA, other agents, clubs, single-entity leagues, players and coaches. ⁸

Both agents argue that those rules fail to comply with EU law, namely the prohibitions on cartels and on abuse of a dominant position, the freedom to provide services and the General Data Protection Regulation (GDPR). ⁹ The German court submitted questions to the Court of Justice in that respect.

According to the Court of Justice, **it is ultimately for the court before which the dispute was brought to assess whether the contested FIFA rules are contrary to the prohibition on cartels** or whether they may be considered to be justified. The Court provides, in that respect, a number of clarifications for the purpose of that assessment.

The rule prohibiting agents from approaching or concluding representation agreements with a client who is already bound by an exclusive representation agreement outside of a two-month window preceding the expiry of the contract appears, in any event, to be incompatible with the prohibition on cartels. That rule does not apply to agents who are already bound by an exclusive representation agreement, with the result that those agents can renegotiate the terms or conclude a new contract outside of that window of time and are therefore granted an undue advantage.

So far as concerns the prohibition on abuse of a dominant position, the Court finds that **FIFA may be regarded as occupying a dominant position on the market of agent services** as regards the international transfer of professional players and coaches **and on the employment market for players and coaches**, a position resulting from the regulatory, supervisory and sanctioning power it exercises in respect of those markets.

However, **it is for the court before which the dispute was brought to assess**, on the basis of the criteria provided by the

Court, **whether the contested FIFA rules constitute an abuse of those dominant positions and, if necessary, whether such conduct can be justified.**

As for the freedom to provide services, the following constitute obstacles to that fundamental freedom: (i) the FIFA rules which limit multiple representation, (ii) the agent licence rules in so far as they make the granting of such a licence conditional upon agents not having been subject to certain criminal or disciplinary measures and (iii) the rules on making 'approaches'.

The rules relating to agent licences which make obtaining and retaining such a licence subject to the conditions that agents submit to FIFA's rules and, by default, to Swiss law, and to the jurisdiction of FIFA, the federations which are members of it and the Court of Arbitration for Sport (CAS), can constitute a restriction on the freedom to provide services only if the rules which are thus applicable to agents are themselves such as to dissuade them from carrying out their activity in another Member State.

It is for the court before which the dispute was brought to assess whether those obstacles to the freedom to provide services can be justified by a legitimate objective in the public interest, such as (i) avoiding conflicts of interest, (ii) setting basic ethical standards and protecting players and coaches, in particular at the start of their careers, from abusive practices by agents, (iii) ensuring a higher level of protection for agents' clients and for agents themselves, by establishing a uniform legal framework, together with a mechanism of supervision by a single decision-making body or (iv) guaranteeing the integrity of the transfer system and of sporting competitions more broadly.

As regards, lastly, **the GDPR**, the Court notes first of all that that regulation **governs only the processing of data relating to natural persons.**

It is, ultimately, for the court before which the dispute was brought to assess – taking into account the clarifications provided to it by the Court – **whether the processing of the personal data** contained in the information which agents must communicate to FIFA **is necessary for the purposes of legitimate interests and, if necessary, whether the interests or rights and freedoms of the data subject do not override those legitimate interests.**

That being said, the Court finds that the GDPR precludes the disclosure and publication, by a federation such as FIFA, of any sanction imposed on agents or their clients and of detailed information on all transactions involving agents.

NOTE: A reference for a preliminary ruling allows the courts and tribunals of the Member States, in disputes which have been brought before them, to refer questions to the Court of Justice about the interpretation of EU law or the validity of an EU act. The Court of Justice does not decide the dispute itself. It is for the national court or tribunal to dispose of the case in accordance with the Court's decision, which is similarly binding on other national courts or tribunals before which a similar issue is raised.

Unofficial document for media use, not binding on the Court of Justice.

The [full text and, as the case may be, an abstract](#) of the judgment is published on the CURIA website on the day of delivery.

Press contact: Jacques René Zammit ☎ (+352) 4303 3355.

Images of the delivery of the judgment are available on '[Europe by Satellite](#)' ☎ (+32) 2 2964106.

Stay Connected!



¹ One of the two, RRC Sports, is a company established in Germany and the other is its managing director.

² Regional Court, Mainz.

³ Those include certain provisions of the FIFA Regulations on the Status and Transfer of Players and of the FIFA Football Agent Regulations, the latter of which entered into force in 2023. The FIFA Football Agent Regulations establish the framework conditions applicable to persons providing agent services in the

context of the international system for transferring players and coaches implemented by FIFA. In particular, they set the rules governing the offering and provision of intermediation services to players, coaches, clubs and single-entity leagues, and the methods of paying for those services.

⁴ An exception is provided for in respect of joint representation of the player or the coach and the engaging entity where both parties have given their express consent.

⁵ In addition, it is – *inter alia* – prohibited, in principle, for third parties to pay remuneration due under a representation agreement on behalf of the agent's contracting partners. That prohibition is intended to limit the use of certain financial arrangement for paying an agent. Furthermore, it is presumed that the other services which an agent provides in the 24 months prior to or following the provision of his or her services must be regarded as forming part of those agent services.

⁶ Obtaining and retaining a FIFA licence are subject to the conditions that the candidates and the holders of such a licence submit, first, to FIFA's rules and, by default, to Swiss law and, secondly, to the jurisdiction of FIFA, the federations which are members of FIFA and the CAS, headquartered in Switzerland. In addition, in order to obtain a FIFA licence, the candidates must never have been found guilty, in criminal proceedings, of certain offences or been suspended for two years or more, disqualified or struck off by any regulatory authority or sports governing body for failure to comply with rules relating to ethics and professional conduct.

⁷ The period during which agents can approach a new client who is bound by an exclusive representation agreement is limited to the two months preceding the expiry of the agreement. Furthermore, agents are prohibited from concluding a contract with that new client outside of that two-month period.

⁸ Agents must upload certain information to a digital platform managed by FIFA. In addition, the names and contact details of agents, the clients they represent, the agent services provided to each individual client, any sanctions imposed on agents and clients and details concerning all transactions involving agents, including the amount of their remuneration, is made available to clubs, single-entity leagues, players, coaches and agents.

⁹ [Regulation \(EU\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).