



# Decision of the Dispute Resolution Chamber

passed on 9 April 2020,

in the following composition:

**Geoff Thompson (England), Chairman**  
**Roy Vermeer (the Netherlands), member**  
**Daan de Jong (the Netherlands), member**

on the claim presented by the player,

**Hamdi Naguez, Tunisia**  
represented by Mr Anis Ben Mime

*as Claimant / Counter-Respondent I*

against the club,

**El Zamalek, Egypt**  
represented by Mr Bernardo Palmeiro

*as Respondent / Counter-Claimant*

and the club,

**FK Suduva, Lithuania**

*as Counter-Respondent II*

regarding an employment-related dispute between the parties

## I. Facts of the case

1. On 27 January 2018, the Tunisian player, Hamdi Naguez (hereinafter: *the Claimant/Counter-Respondent 1* or *the player*) signed an employment contract (hereinafter: *the contract*) with the Egyptian club, El Zamalek (hereinafter: *the Respondent/Counter-Claimant*, or *the club*), valid as from "(...) the season of : January 2017/2018" until "(...) the end of the season : 2020/2021" (free translation from French).

2. Furthermore, according to clause 2 of the contact, "*The parties fixed a total remuneration amounting to USD 1,842,532 (...), divided as follows:*

*First season 2017/2018, (...) USD 197,372 payable in four installments as follows:*

*First payment of USD 49,343 (...) payable on 15/1/2018.*

*Second payment of USD 49,343 (...) payable on 15/3/2018.*

*Third payment of USD 49,343 (...) payable on 15/5/2018.*

*Fourth payment of USD 49,343 (...) payable on 15/6/2018.*

*Second season 2018/2019, (...) USD 516,128 payable in four installments as follows:*

*First payment of USD 129,032 (...) payable on 1/8/2018.*

*Second payment of USD 129,032 (...) payable on 15/1/2019.*

*Third payment of USD 129,032 (...) payable on 1/4/2019.*

*Fourth payment of USD 129,032 (...) payable on 1/7/2019.*

*Third season 2019/2020, (...) USD 548,384 payable in four installments as follows:*

*First payment of USD 137,096 (...) payable on 1/8/2019.*

*Second payment of USD 137,096 (...) payable on 15/1/2020.*

*Third payment of USD 137,096 (...) payable on 1/4/2020.*

*Fourth payment of USD 137,096 (...) payable on 1/7/2020.*

*Fourth season 2020/2021, (...) USD 580,648 payable in four installments as follows:*

*First payment of USD 145,162 (...) payable on 1/8/2020.*

*Second payment of USD 145,162 (...) payable on 15/1/2021.*

*Third payment of USD 145,162 (...) payable on 1/4/2021.*

*Fourth payment of USD 145,162 (...) payable on 1/7/2021."*

(free translation from French)

3. In addition, in accordance with clause 5 of the contract, the "*Annexe - additional clauses*" stipulated that :

*"1) The remuneration for the first season will be paid in cash at the rate of 100% when the contract is signed.*

*2) The player shall receive 50% as a deposit at the beginning of each season at the ceremony of signing the contract with the club.*

3) *The player will be paid only 20,000 Egyptian pounds as a housing allowance at the beginning of each month.*

4) *Payments will be made according to the exchange rate in force at the Central Bank of Egypt on the day of the transaction."*

(Free translation from French)

4. Moreover, in accordance with the "Declaration", the parties allegedly agreed upon the following :

*"The club declares that the player [...] shall receive 50% of the contract value as a deposit for each sports season. The remaining amount shall be divided equally over 10 months.*

*This declaration has been issued for information purposes only and is intended to serve and be relied upon as of right without involving the liability of the club."*

(free translation from French)

5. On 12 November 2019, the player sent the club a default notice by means of a letter dated 11 November 2019, granting it 15 days to fulfil its obligations as to outstanding remuneration amounting to USD 171,868, corresponding respectively to the monthly salaries as of August until November 2019 and to part of the sign on fee, payable in advance of each season.
6. Following this, on 1 December 2019, the player unilaterally terminated the contract.
7. On 2 December 2019, the player lodged a claim against the club in front of FIFA for outstanding remuneration and breach of contract and requested the total payment of USD 2,917,012, corresponding to :

i. USD 288,016 as outstanding remuneration

- USD 109,676 for the salaries of August to November 2019;
- USD 62,192 as the remaining part of the advance payment due on 1 August 2019;
- USD 116,148 as the remaining part of the salaries due for the season 2018/2019 : the Claimant argued that he should have received USD 516,148 but only received USD 400,000.

ii. Compensation

- USD 1,128,996 as compensation for breach of contract corresponding to the remaining value of the contract for the last two seasons.

iii. Moral damages

- USD 1,500,000 as moral damages, allegedly corresponding to the transfer value of the player.
8. The player further requested the imposition of sporting sanctions on the club.
  9. In his claim, the player deemed that the club had outstanding amounts towards him for a total value of USD 171,868, corresponding to the monthly salaries of August to November 2019, as well as part of the sign on fee, payable in advance of each season.
  10. In addition, the player held that the club still owed him USD 116,148 as outstanding dues from the 2018/2019 season.
  11. Consequently, having put the club in default on 12 November 2019 and having granted it 15 days to fulfil its obligations, however to no avail, the player sustained that he terminated the contract with just cause on 1 December 2019 in accordance with art. 12bis and 14 of the Regulations on the Status and Transfer of Players.
  12. For its part and in reply to the claim, the club firstly held that no outstanding dues were pending for the 2017/2018 and 2018/2019 season.
  13. In addition, the club sustained that it paid between August and September 2019 the amount of USD 122,137.80 out of the amounts due on 1 August 2019, *i.e.* USD 137,096. The remaining part represented therefore *"an amount inferior to what could be considered a monthly payment (calculated pro rata)"*, *i.e.* USD 14,958.20. In this respect, the club explained that in reply to the player's aforementioned default, he was allegedly told that all payments were up to date.
  14. Furthermore, the club considered the *"Declaration"* to be a forged document as *"(i) the document is not dated and (ii) it is allegedly signed by the "Financial Director for Football", a position that does hold the power to issue and/or sign documents of that nature, in particular documents that can affect an employment contract signed between a player and the Club."* In this respect, the club affirmed that the aforementioned document did not exist and that no other document than the contract should be considered.
  15. As such, the club deemed that, at the date of termination, only USD 14,958.20 were due, said amount equalling to half a salary on a monthly basis and, therefore, the player terminated the contract without just cause according to FIFA's Regulations.

16. Consequently, the club rejected the claim in full and lodged a counterclaim against the player and, eventually, against his new club deeming that it should be held jointly and severally liable.
17. In this respect, the club requested the following monies:
  - USD 1,128,998 *“as the remaining value of [the contract]”*;
  - USD 1,200,000 *“as loss of future earnings”*;
  - USD 526,437.71 *“regarding the specificity of sports”*.
18. In addition, the club requested the player to be sanctioned *“with a restriction on playing matches of at least four-month”* and, likely, his new club to be *“banned from registering any new players, either nationally or internationally, for two entire and consecutive registration periods”*.
19. In his comments on the counterclaim lodged by the club against him, the player sustained that the *“Declaration”* deemed as not existent and/or forged by the club, was actually authentic, duly signed by the parties, bore the club’s stamp and printed on the club’s letterhead paper. In addition, the player sustained that only a copy of said document had been remitted to him.
20. Moreover, the player rejected the alleged proofs of payment provided by the club deeming that said proofs were not signed by him and did not mention any bank account reference. Finally, the player reiterated his initial claim as previously provided.
21. In reply to FIFA’s request, the player explained that on 19 February 2020, he signed a contract with the Lithuanian club, FK Suduva (hereinafter: *FK Suduva* or *Counter-Respondent II*), valid as from the date of signature until 30 November 2020, according to which he was entitled to receive a monthly salary amounting to EUR 6,705.
22. In its position to the claim and counterclaim of the parties, FK Suduva held that it was informed that the player was a free agent on 25 January 2020 without any information on his possible conflict with his former club.
23. In fact, FK Suduva stressed out that the ITC having been issued by the Egyptian FA, it duly signed a contract with the player in February 2020.

## II. Considerations of the Dispute Resolution Chamber

1. First of all, the Dispute Resolution Chamber (hereinafter: *DRC* or *Chamber*) analysed whether it was competent to deal with the case at hand. In this respect, the Chamber took note that the present matter was first submitted to FIFA on 2 December 2019. Consequently, the 2019 edition of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber (hereinafter: *the Procedural Rules*) is applicable to the matter at hand (cf. art. 21 of the Procedural Rules).
2. Subsequently, the DRC referred to art. 3 par. 1 of the Procedural Rules and confirmed that, in accordance with art. 24 par. 1 in conjunction with art. 22 lit. b) of the Regulations on the Status and Transfer of Players (March 2020 edition) (hereinafter: *the Regulations*), it is competent to decide on the present litigation, which concerns an employment-related dispute with an international dimension between a Tunisian player, an Egyptian club and a Lithuanian club as Counter-Respondent II.
3. Furthermore, the DRC analysed which edition of the Regulations should be applicable as to the substance of the matter. In this respect, the Chamber confirmed that, in accordance with art. 26 par. 1 and 2 of the Regulations (March 2020 edition) and considering that the present matter was submitted to FIFA on 2 December 2019, the October 2019 edition of said Regulations is applicable to the present matter as to the substance.
4. The competence of the DRC and the applicable regulations having been established, the Chamber entered into the substance of the matter. In doing so, it started to acknowledge the facts of the case as well as the documents contained in the file. However, the Chamber emphasized that in the following considerations it will refer only to the facts, arguments and documentary evidence which it considered pertinent for the assessment of the matter at hand.
5. In continuation, the Chamber took note that the player and the club concluded the contract on 27 January 2018 which was valid as from the date of signature until the end of the 2020/2021 sporting season.
6. At this point, the Chamber recalled that in accordance with the contract, the player was entitled, *inter alia*, to a total amount of USD 1,842,532, respectively composed of USD 197,372 for the 2017/2018 season, USD 516,128 for the 2018/2019 season, USD 548,384 for the 2019/2020 season and USD 580,648 for the 2020/2021 season, all sums being payable in various installments as per the contract.

7. In addition, the Chamber also recalled that pursuant to clause 5 of the contract, the player was to receive : i) the remuneration of the first season in cash at the contract's signature, ii) 50% as a deposit at the start of each season when signing the contract with the club, iii) 20,000 Egyptian pounds as housing allowance at the beginning of each month, and, finally, that iv) the payments would be made according to the exchange rate in force at the Central Bank of Egypt on the day of the transaction.
8. Finally, the Chamber recalled as well that, in accordance with the "*Declaration*", the parties allegedly agreed upon the payment of 50% of the contract value to the player as a deposit for each sports season, the remaining amount being divided equally over 10 months.
9. In continuation, the Chamber noted that the player lodged a claim against the club maintaining that he had terminated the employment contract with just cause on 2 December 2019, after previously having put the club in default on 12 November 2019, since the club allegedly failed to pay part of the player's remuneration. In this respect, the player submitted that, at the time he terminated the employment contract, the club had failed to pay him USD 288,016 corresponding to his salaries as from August until November 2019, part of the advance payment due on 1 August 2019 and the remaining part of the salaries due for the season 2018/2019. Consequently, the player asked to be awarded his outstanding dues as well as the payment of compensation for breach of the employment contract corresponding to the residual value for the period of December 2019 until the end of the 2020/2021 season. Finally, the Chamber took also note of the player's request to be awarded moral damages.
10. The club, for its part, sustained that it had no outstanding dues towards the player for the 2017/2018 and 2018/2019 seasons. In addition, it held that it paid USD 122,137.80 out of the amounts due on 1 August 2019 and provided alleged payment evidence in support of this argument. Therefore, the Chamber took note that the club deemed that only USD 14,958.20 should be paid to the player, however, said amount being due only in January 2020 and which corresponded, in its opinion, to less than a monthly salary calculated pro-rata.
11. In continuation, the Chamber recalled that the club also considered the "*Declaration*" to be a forged document and as such, that it should not be considered in the present matter.

12. As a consequence of the above, the Chamber underlined that the club lodged a counterclaim against the player and, eventually his new club, sustaining that the player terminated the contract without just cause and requested to be awarded the total amount of USD 2,855,435.71 as compensation for breach of contract. In addition, the DRC also took note that the club requested the appropriate sanctions to be applied against the parties involved and considered to be in breach.
13. In reply to the club's counterclaim, the DRC took note that the player rejected it in full and that he reiterated his initial requests. For its part, FK Suduva sustained that it had registered the player in good faith, in accordance with the practice and the applicable Regulations.
14. In view of the foregoing and of the diverging opinions of the parties, the Dispute Resolution Chamber was of the opinion that the issue at stake, considering the claim and counterclaim lodged respectively by the parties against each other, was to determine whether the employment contract had been unilaterally terminated with or without just cause by the player on 1 December 2019, and which party was responsible for the early termination of the contractual relationship in question. The DRC also underlined that, subsequently, if it were found that the employment contract was breached by one of the parties without just cause, it would be necessary to determine the consequences for the party that caused the unjust breach of the relevant employment contract.
15. Reviewing the argumentations of both parties, the DRC took note that the player considered that he had just cause to terminate the contract as, despite having put the club in default, it failed to pay him outstanding remuneration for several months, composed of four monthly salaries, part of an advance payment and the remaining part of the remuneration due for the season 2018/2019.
16. On the other hand, the DRC took note that the club considered that all payments were up to date at the date of termination and in accordance with the only valid document concluded between the parties, *i.e.* the contract, and, as such, that by terminating the contract on 1 December 2019, the player had breached the contract.
17. In this respect, the Chamber firstly noted that, despite arguing that it had no outstanding payments towards the player for the 2018/2019 season and considering that the player claimed USD 116,148 as the remaining part of the salaries due for said season, the club failed to provide evidence that it had effectively paid the amount the player claimed to be still outstanding. As such, and referring to the legal principle of the burden of proof contained in art. 12 par. 3 of the Procedural



Rules according to which any party claiming a right on the basis of an alleged fact shall carry the burden of proof, the Chamber concluded that the club did not pay said amount.

18. Moreover, the Chamber further focused its attention on the payments due for the 2019/2020 season and took note of the evidence provided by the club, allegedly referring to the payment of USD 122,137.80 out of the amounts due on 1 August 2019, i.e. USD 137,096. In this respect, the members of the DRC analysed the three provided documents named "*Permission to Cash Check*" and amounting to the total aforementioned sum. Though, the members of the DRC underlined that despite said documents mentioning the Claimant's name as beneficiary, it could not be established from their analysis that they constituted proper payment receipts nor bank confirmations that said amounts had been duly cashed by the beneficiary, i.e. the player. In addition, the DRC recalled that, as disputed by the Claimant himself, the aforementioned documents did not bear the Claimant's signature.
19. In line with the above, the DRC considered that the club did not submit conclusive evidence in support of the aforementioned alleged payment allegations. Therefore, the members of the DRC referred to the aforementioned principle of burden of proof and decided, on such basis, not to consider said evidence. As such, the DRC concluded that the payment of the instalment of August 2019 did not occur.
20. Furthermore, the Chamber took note of the forgery allegations put forward by the club in its reply to the claim as to the "*Declaration*". In addition, the Chamber also recalled the arguments raised by the player, supposedly confirming the authenticity of the "*Declaration*".
21. Firstly, the DRC deemed it appropriate to remark that, as a general rule, FIFA's deciding bodies are not competent to decide upon matters of criminal law, such as the ones of alleged falsified signature or document, and that such affairs fall into the jurisdiction of the competent national criminal authority. However, after having duly examined the content of the "*Declaration*" as well as the content of the contract, the members of the Chamber observed that despite the existence or not and/or the forgery or not of the "*Declaration*", it appeared that its content was also contained in clause 5 of the contract, i.e. as to the advance payment. As such, the members of the Chamber concluded that they did not have to enter further into the examination of the possible forgery of the "*Declaration*", its content being already part of the contract, and consequently, the Chamber could disregard said forgery allegations.

22. Therefore, taking into account all the preceding considerations, the Chamber stated that, having failed to pay the player USD 109,676 for the period as from August to November 2019 even though it had been duly put in default, the club had seriously neglected its contractual obligations towards the player. In addition, the Chamber recalled that the amount of USD 116,148 as the remainder of the 2018/2019 season had remained unpaid on the date of termination, as well as the remaining part of advance payment due on 1 August 2019. Therefore, the Chamber concluded that the club was found to be in breach of the contract and that, in line with the Chamber's longstanding and well-established jurisprudence, the breach was of such seriousness that the player had just cause to unilaterally terminate the employment contract with the club on 1 December 2019.
23. Consequently, the Chamber decided that the club is to be held liable for the early termination of the contract with just cause by the player in accordance with art. 14 of the Regulations.
24. As an immediate consequence of such, the Chamber concluded at this point that the counterclaim lodged by the Respondent/Counter-Claimant against the player and the Counter-Respondent II is rejected.
25. In continuation, prior to establishing the consequences of the termination of the contract with just cause by the player, the Chamber decided that the club must fulfil its obligations as per the contract in accordance with the general legal principle of "*pacta sunt servanda*".
26. On account of the aforementioned considerations, the DRC established that the club is liable to pay to the player outstanding remuneration, in particular, as agreed upon in the contract.
27. In this respect, the DRC held that the club failed to pay the player USD 288,016, corresponding to the monthly salaries of August, September, October and November 2019, to the remaining part of the advance payment due on 1 August 2019 and to the remaining part of the salaries due for the season 2018/2019. Consequently, the DRC concluded that, in accordance with the general legal principle of "*pacta sunt servanda*", the club is liable to pay the player the aforementioned amount.
28. Having established that the club is to be held liable for the early termination of the employment contract with just cause by the player, the Chamber further decided that, taking into consideration art. 17 par. 1 of the Regulations, the player is

entitled to receive from the club compensation for breach of contract in addition to the aforementioned outstanding remuneration.

29. In this context, the Chamber outlined that in accordance with said provision the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.
30. In application of the relevant provision, the Chamber held that it first of all had to clarify whether the pertinent employment contract contained any clause, by means of which the parties had beforehand agreed upon a compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the contract at the basis of the matter at stake.
31. As a consequence, the members of the Chamber determined that the amount of compensation payable by the club to the player had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable. Therefore, other objective criteria may be taken into account at the discretion of the deciding body.
32. The members of the Chamber then turned their attention to the remuneration and other benefits due to the player under the existing contract and/or the new contract, which criterion was considered by the Chamber to be essential. The members of the Chamber deemed it important to emphasise that the wording of art. 17 par. 1 of the Regulations allows the Chamber to take into account both the existing contract and the new contract in the calculation of the amount of compensation.
33. Bearing in mind the foregoing, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the employment contract as from its termination and concluded that the player would have received USD 1,019,355 as remuneration had the employment relationship been executed until its regular expiry date at the end of the 2020/2021 season. Consequently, the Chamber concluded that the amount of USD 1,019,355 serve as the basis for the final

determination of the amount of compensation for breach of contract in the case at hand.

34. In continuation, the Chamber assessed as to whether the player has signed an employment contract with another club during the relevant period of time, by means of which he would have been able to reduce his loss of income. According to the constant practice of the DRC, such remuneration under a new employment contract(s) shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.
35. In this context, the Chamber recalled that, after termination of the contract, the player signed on 19 February 2020 an employment contract with the Lithuanian club FK Suduva, valid as from the date of signature until 30 November 2020, entitling him to a monthly salary of EUR 6,705.
36. Consequently, the player was able to mitigate his damages by EUR 60,345, amount which corresponded to approx. USD 64,500.
37. Furthermore, the Chamber recalled that in accordance with art. 17 para. 1 (ii), the player is entitled to an additional compensation of three monthly salaries. In this respect, the Chamber observed that given that the total amount of compensation would be higher than the residual value, the player is entitled to the residual value of the contract as compensation for breach of contract, *i.e.* USD 1,019,355.
38. Subsequently, the DRC analyzed the player's request for moral damages and, based on the principle of the burden of proof, it concluded that the player failed to provide the required evidence in order to support his allegations. In addition, the DRC further held that there was no contractual basis for such request. Consequently the DRC deemed that such request could not be awarded.
39. The Dispute Resolution Chamber concluded its deliberations in the present matter by establishing that any further request filed by the player is rejected. Equally and considering that the club was, overall, found to be in breach of contract, the counterclaim of the club is rejected.
40. Furthermore, taking into account the consideration under number II./3. above, the Chamber referred to par. 1 and 2 of art. 24bis of the Regulations, which stipulate that, with its decision, the pertinent FIFA deciding body shall also rule on the consequences deriving from the failure of the concerned party to pay the relevant amounts of outstanding remuneration and/or compensation in due time.

41. In this regard, the Chamber pointed out that, against clubs, the consequence of the failure to pay the relevant amounts in due time shall consist of a ban from registering any new players, either nationally or internationally, up until the due amounts are paid and for the maximum duration of three entire and consecutive registration periods.
42. Therefore, bearing in mind the above, the DRC decided that, in the event that the Respondent/Counter-Claimant does not pay the amounts due to the Claimant/Counter-Respondent I within 45 days as from the moment in which the Claimant/Counter-Respondent I, following the notification of the present decision, communicates the relevant bank details to the Respondent/Counter-Claimant, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become effective on the Respondent/Counter-Claimant in accordance with art. 24bis par. 2 and 4 of the Regulations.
43. Finally, the Chamber recalled that the above-mentioned ban will be lifted immediately and prior to its complete serving upon payment of the due amounts, in accordance with art. 24bis par. 3 of the Regulations.

### III. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant / Counter-Respondent I, Hamdi Naguez, is partially accepted.
2. The Respondent / Counter-Claimant, El Zamalek, has to pay to the Claimant / Counter-Respondent I outstanding remuneration in the amount of USD 288,016.
3. The Respondent / Counter-Claimant has to pay to the Claimant / Counter-Respondent I compensation for breach of contract in the amount of USD 1,019,355.
4. Any further claim lodged by the Claimant / Counter-Respondent I is rejected.
5. The counter-claim of the Respondent / Counter-Claimant is rejected.
6. The Claimant / Counter-Respondent I is directed to inform the Respondent / Counter-Claimant, immediately and directly, preferably to the e-mail addresses as indicated on the cover letter of the present decision, of the relevant bank account to which the Respondent / Counter-Claimant must pay the amounts mentioned under point 2 and 3 above.
7. The Respondent / Counter-Claimant shall provide evidence of payment of the due amounts in accordance with point 2 and 3 above to FIFA to the e-mail address [psdfifa@fifa.org](mailto:psdfifa@fifa.org), duly translated, if need be, into one of the official FIFA languages (English, French, German, Spanish).
8. In the event that the amounts due in accordance with point 2 and 3 above are not paid by the Respondent / Counter-Claimant within 45 days as from the notification by the Claimant / Counter-Respondent I of the relevant bank details to the Respondent / Counter-Claimant, the Respondent / Counter-Claimant shall be banned from registering any new players, either nationally or internationally, up until the due amounts plus interest are paid and for the maximum duration of three entire and consecutive registration periods (cf. art. 24bis of the Regulations on the Status and Transfer of Players).
9. The ban mentioned in point 8 above will be lifted immediately and prior to its complete serving, once the due amounts are paid.

10. In the event that the aforementioned sums are still not paid by the end of the ban of three entire and consecutive registration periods, the present matter shall be submitted, upon request, to FIFA's Disciplinary Committee for consideration and a formal decision.

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**Note related to the publication:**

The FIFA administration may publish decisions issued by the Players' Status Committee or the DRC. Where such decisions contain confidential information, FIFA may decide, at the request of a party within five days of the notification of the motivated decision, to publish an anonymised or a redacted version (cf. article 20 of the Rules Governing the Procedures of the Players' Status Committee and the Dispute Resolution Chamber).

**Note related to the appeal procedure:**

According to article 58 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (CAS). The statement of appeal must be sent to the CAS directly within 21 days of receipt of notification of this decision and shall contain all the elements in accordance with point 2 of the directives issued by the CAS. Within another 10 days following the expiry of the time limit for filing the statement of appeal, the appellant shall file a brief stating the facts and legal arguments giving rise to the appeal with the CAS (cf. point 4 of the directives).

The full address and contact numbers of the CAS are the following:

Court of Arbitration for Sport  
Avenue de Beaumont 2  
1012 Lausanne  
Switzerland  
Tel: +41 21 613 50 00  
Fax: +41 21 613 50 01  
e-mail: [info@tas-cas.org](mailto:info@tas-cas.org)  
[www.tas-cas.org](http://www.tas-cas.org)

For the Dispute Resolution Chamber:

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Emilio García Silvero  
Chief Legal & Compliance Officer