

**Sent to:**

Royal Belgian Football Association  
c/o Antoine Nokerman

Marc Biolley  
c/o Juan Manuel Canosa Fernandez

**NOTIFICATION OF THE FINDINGS OF THE DECISION  
CONTRACTUAL DISPUTE CONCERNING THE MATCH AGENT MARC BIOLEY  
Ref. Nr. FPSD-11877**

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned matter.

We kindly invite you to take note of this decision.

We remain at your disposal.

Yours faithfully,

**FIFA**

A handwritten signature in blue ink, appearing to read 'Erika Montemor Ferreira'.

**Erika Montemor Ferreira**  
Head of Disputes & Regulatory Applications

Copy for information:

- Union of European Football Associations

**Fédération Internationale de Football Association**

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regulatory@fifa.org T: +41 (0)43 222 7777

# Decision of the Players Status Chamber

passed on 15/October/2024

regarding a contractual dispute concerning the Match Agent Marc Biolley

**BY:**

**Javier VIJANDE PENAS (Argentina)**

**CLAIMANT:**

**Royal Belgian Football Association,**  
Represented by Antoine Nokerman

**RESPONDENT:**

**Marc Biolley,**  
Represented by Juan Manuel Canosa Fernandez

## I. Facts of the case

1. The parties to the present dispute are:
  - The Belge association, Union Royale Belge des Sociétés de Football Association (hereinafter: the RBFA or the Claimant/Counter-Respondent).
  - The Swiss Match Agent, Marc Biolley (hereinafter: the Match Agent or the Respondent/Counter Claimant) whom performs his activity through the companies Edo Export and Import Offices Company W.L.L. (Edo WLL) and Matchworld Football S.A. (hereinafter: MWF)
2. On 26 August 2022, the RBFA and the Match Agent concluded jointly, a commercial agreement regarding the organization of the international friendly football match between the Belgium and Egyptian national A teams in Kuwait (the "contract").
3. The Parties, and, as mentioned in the preamble and clauses 1 and 4 of the contract, agreed to organize such a match and MWF was furthermore "interested to purchase from RBFA the commercial and media rights concerning the match in question. RBFA has accepted to sell the commercial and media rights of the match in question, insofar as possible, to MWF.
4. Preamble of the contract reads as follows:

### Preamble

*RBFA intends to organize an international friendly match in Kuwait for its National A Men Team prior to the FIFA World Cup 2022 in Qatar.*

*M W agrees to organize such a match and is furthermore interested to purchase from RBFA the commercial and media rights concerning the match in question.*

*RBFA has accepted to sell the commercial and media rights of the match in question, insofar as possible, to MWF.*

*This contract (hereinafter referred to as "Contract") defines therefore the terms and conditions of the co-operation of the parties.*

*The parties are aware of the content of FIFA Match Agents Regulations and undertake to observe the provisions therein.*

### Article 1- Match

*MWF undertakes to arrange and organize the following international friendly match on behalf of the RBFA for its National A Men Team (hereinafter referred to as "Match"):*

*Match:*

*Date:*

*• Kick-off: Venue: Match:*

*Friday 18th November 2022*

*6.00 PM (local time)*

*Kuwait, Jaber Stadium*

*Belgium National A Men Team vs Egypt National A Men Team*

#### *Article 4- Commercial and Media rights*

*All the commercial rights connected with the Match played under this Contract shall belong to MWF.*

*Commercial rights shall comprise all current and/or future worldwide visual, audio-visual and sound-broadcasting rights of still and/or moving images transmitted via radio, television, or current and/or future electronic media (including RBFA net and wireless technology), as well as any current and/or future secondary rights deriving from them as well as all marketing, sponsorship, advertising, licensing, ticketing, catering and franchising rights related to the Match purchased.*

*Notwithstanding the foregoing, MW shall, free of charge, grant to RBFA a license, with the right of onward and sublicensing, to:*

- broadcast the match through television, radio, internet and mobile devices within the Belgian territory (the "RBFA Broadcast") and to retain all revenue generated therefrom. The RBFA Broadcast rights shall include, without limitation, all media rights, without any exceptions, in perpetuity for onward licensing to the Union of European Football Associations ("UEFA") and subsequently to the broadcaster for television (over-the-air, cable, satellite or otherwise), radio and internet broadcast;*

- use and license still photos and match footage for RBFA's own use and for commercial use.*

*Any technical overspill of a terrestrial and/or satellite transmission which originates and is intended for reception inside the territory of Belgium into countries outside of Belgium and vice versa, by chance, unintentionally and beyond reasonable control of the provider of such transmission shall not be deemed as a breach of this Contract by both parties.*

- 5. Pursuant to Article 5 of the contract, MWF undertook to pay a lump sum of EUR 1,100,000 in four instalments of EUR 275,000 each, as follows:*

#### *Article 5.- Financial terms and conditions*

*In consideration of the rights and obligations given to MWF as per article 3 and 4 above for the agrees mentioned Match, MWF commits to:*

- Provide at its costs RBFA with the accommodation and services described in article 2 of the contract;*
- Pay to RBFA a flat fee of EUR 1'100'000 (in writing: one million one hundred thousand Euros only)*

*The amount mentioned herein shall be paid by MWF to RBFA as follows:*

- 275'000 EUR within 20 days after the signature of the Contract*
- 275'000 EUR by 29.09.2022*
- 275'000 EUR by 14.11.2022*
- 275'000 EUR 1 day after the arrival of RBFA delegation in Kuwait*

*The mentioned amount has to be wired to the bank account indicated by the RBFA (beneficiary) in the basis of invoices that have to be sent to MWF.*

*Any and all taxes, as well as any and other costs or expenses (if any) due by MWF as per the applicable laws of its country of residence shall be borne exclusively by MWF.*

*MWF shall not be liable of any late execution of the payment not attributable to it, namely in the event the receiving or emitting bank fails to execute the payment in due time for any reason. Such late payment shall not be considered as a breach of contract.*

6. On 12 December 2022, the RBFA had not yet received payment of the last installment of EUR 275.000,00. The RBFA therefore sent a formal notice of default for breach of the Match Contract to MWF asking them to pay immediately to the RBFA the total principal amount of EUR 275.000,00, plus interest at the Swiss legal rate (5%) since the 12 December 2022, into the bank account held by the RBFA.
7. On 18 January 2023, the RBFA had still not received payment of the last installment of EUR 275.000,00, despite its first formal notice. The RBFA therefore sent a second formal notice of default for breach of the Match Contract to MWF.
8. On 17 March 2023, the parties held a digital meeting during which the Agent promised that he would make a financial proposal to the RBFA.
9. On 24 of April 2023, the RBFA had still not received any financial proposal from the Agent, despite his explicit promise. The RBFA granted an additional extension to the Agent until the 28 April 2023 before taking further legal action.

10. On 28 April 2023, the Agent formulated a financial proposal which the RBFA declined. Nevertheless, in a last try attempt to reach an amicable settlement, the RBFA again extended the deadline to 30 June 2023 for the full amount due to be paid.
11. On the 29 June 2023, the Agent asked the RBFA for more time, as his dispute with the Kuwait Football Association concerning the Belgium-Egypt match on the 18 November 2022, was due to be dealt with shortly by a FIFA mediation session. No financial proposal or payment was made.
12. On 10 July 2023, as the RBFA had still not received payment of the amount clearly due since a year despite its numerous efforts and attempts at amicable resolution, therefore RBFA submitted its claim before the FIFA Football Tribunal and requested the following:
  - *Condemn Matchworld Football SA and Mr. Marc Biolley, jointly and severally, to pay immediately to the RBFA the total principal amount of EUR 275.000,00 €, plus interest at the Swiss legal rate (5%) since the 12 December 2022, into the bank account held by the RBFA.*
  - *Withdraw with immediate effect the FIFA Match Agent license of Mr. Marc Biolley*
13. On 23 October 2023, the Agent filed its counterclaim before the FIFA Football Tribunal requesting the following:
  - *Condemn the Union Royale Belge des Sociétés de Football-Association to pay all financial damages and loss of image, to restore reputation and recover the sums lost that the defendant is entitled to, due to the non-respect of the RBFA contractual obligations plus interest. Also, to pay the full legal costs and further damages not yet quantified resulting from the defendant losing future revenue from clients and/or other rights holders being reluctant to work with him as a result of this matter and of the failure to broadcast the Advertisements. Those further losses could be extremely large. In schedule 7 we put this loss at EUR1,058,539, including the amounts that had to be reimbursed to the clients (sponsors), the costs of legal of the aforementioned procedure that appears in the CAS and the loss of profits."*
14. On 21 November 2023, FIFA notified the Agent counterclaim to the RBFA, which provided its position.
15. On 29 November 2023, the RBFA did provide comments to the counterclaim.

16. On 30 April 2024, FIFA notified the Parties the closure of the submission-phase and informed that a mediation procedure was deemed appropriate in the matter at hand. The Parties accepted FIFA's proposal and jointly nominated a Mediator.
17. On 24 May 2024, the FIFA administration offered to mediate the dispute.
18. On 3 July 2024, the mediation session was held via e-meeting. The session was conducted by Mr. Hans Lorenz and, as per information from the mediator, no agreement was reached between the Parties.

## II. Proceedings before FIFA

18. On 10 July 2023, the Claimant filed the claim at hand before FIFA. A summary of the parties' position is detailed below.

### a. Position of the Claimant

19. According to the Claimant, the Respondent is clearly in breach of the Contract.
20. Indeed, the Claimant *"has fulfilled all its obligations under the Match Contract and has always cooperated with Matchworld Football SA and Mr. Marc Biolley when requested"...* The Agent has no valid reason not to pay the above- mentioned amount, while the RBFA has a valid and due claim against Matchworld Football SA and Mr. Marc Biolley. The RBFA intends to enforce it by all available means, which is why it has decided to file this Statement of Claim".
21. From the Contract, it results evident that the obligation of payment derived from the right to organize and commercialized a friendly match between the Claimant's national team and the Egypt's one. There was no additional condition that the Claimant had to fulfil in order to obtain its payment in full.
22. Now, regarding the commercial and Media rights, according to art. 4 of the draft Contract, the parties agreed that all the commercial rights related to the match under this Contract belong to MWF, as follows:

*All the commercial rights connected with the Match played under this Contract belong to MWF.*

*Commercial rights shall comprise all current and/or future worldwide visual, audio-visual and sound-broadcasting rights of still and/or moving images transmitted via radio, television, or current and/or future electronic media (including RBFA net and wireless technology), as well as any current and/or future secondary rights deriving from them as well as all marketing, sponsorship, advertising, licensing, ticketing, catering and franchising rights related to the Match purchased.*

*Notwithstanding the foregoing, MWF shall, free of charge, grant to RBFA a license, with the right of onward and sublicensing, to:*

- Broadcast the match through television, radio, internet and mobile devices within the Belgian territory (the "RBFA Broadcast") and to retain all revenue generated therefrom. The RBFA Broadcast rights shall include, without limitation, all media rights, without any exemptions, in perpetuity for onward licensing to the Union of European Football Associations ("UEFA") and subsequently to the broadcaster for television (over-the -air, cable, satellite or otherwise), radio and internet broadcast;*
- Use and license still photos and match footage for RBFA's own use and for commercial use.*

*Any technical overspill of a terrestrial and/or satellite transmission which originates and is intended for reception inside the territory of Belgium into countries outside of Belgium and vice versa, by chance unintentionally and beyond reasonable control of the provider of such transmission shall no be dammed as a breach of this Contract by both parties.*

*MWF shall organize a TV production of the match and deliver on a European satellite with footprint over Belgian Territory a live continuous TV signal of the Match to RBFA, UEFA and their licensees. Al other technical costs regarding the delivery of the TV signal shall be borne by RBFA or their broadcaster.*

*The TV signal shall comply with the current technical international standard. The TV signal shall cover the entire match, and shall be produced by using a minimum number of eleven (11) TV cameras, in HD, format 16:9. The TV signal shall be delivered including standard international graphics (in English). Except for the stadium sound (so called "international sound"), there shall be no commentary in any form included in the TV signal.*

*UEFA and RBFA's broadcast partner shall be provided with free access to any zone of the venue which may be deemed necessary towards the performance of their tasks.*

*RBFA gives to MWF the non-exclusive right to use its name and logo to publicize and promote the Match during the period between the date of signature of the Contract and the Match date. RBFA is aware that the Match is linked with one or more sponsor names and/or brands (all elements on which brands of RBFA are used have to be pre-approved by RBFA). These sponsors/brands associated or the Match may not use the brands, trademarks and players images of the RBFA if such use is not related to the Match. In addition, these sponsors/brands associated to the Match may only use the brands, trademarks and players images of the RBFA up until the Match date. The name and the logo of RBFA may be used by MWF exclusively to inform any third parties that the Belgian National A Men Team will participate to the Match. However, all of the parties agree that any use of the images and/or logo of the RBFA and/or its full international squad or of the members thereof may be used only in relation with the Match and must at all times be previously and expressly authorized by the RBFA.*



23. It is well noted that when the parties were negotiating the terms of the Contract, the Respondent made some non-authorized changes to the above-mentioned clause, which gave rise to a comment on the draft version:

[Print Screen 1]

**Article 4 – Commercial and Media rights**

All the commercial rights connected with the ~~match~~ Match played under this ~~Ce~~ contract shall belong to MWF.

Commercial rights shall comprise all current and/or future worldwide visual, audio-visual and sound-broadcasting rights of still and/or moving images transmitted via radio, television, or current and/or future electronic media (including RBFA net and wireless technology), as well as any current and/or future secondary rights deriving from them as well as all marketing, sponsorship, advertising, licensing, ticketing, catering and franchising rights related to the ~~M~~match purchased.

~~Notwithstanding the foregoing, MWF shall, free of charge, grant to RBFA a license, with the right of onward and sublicensing, to:~~

- ~~• broadcast the match through television, radio, internet and mobile devices within the Belgian territory (the "RBFA Broadcast") and to retain all revenue generated therefrom. The RBFA Broadcast rights shall include, without limitation, all media rights, without any exceptions, in perpetuity for onward licensing to the Union of European Football Associations ("UEFA") and subsequently to the broadcaster for television (over-the-air, cable, satellite or otherwise), radio and internet broadcast;~~
- ~~• use and license still photos and match footage for RBFA's own use and for commercial use.~~

~~Any technical overspill of a terrestrial and/or satellite transmission which originates and is intended for reception inside the territory of Belgium into countries outside of Belgium and vice versa, by chance, unintentionally and beyond reasonable control of the provider of such transmission shall not be deemed as a breach of this Contract by both parties.~~

[Print Screen 2]

~~MWF shall organize a TV production of the match and deliver on a European satellite with footprint over Belgian Territory a live continuous TV signal of the Match to RBFA, UEFA and their licensees. All other technical costs regarding the delivery of the TV signal shall be borne by RBFA or their broadcaster.~~

~~The TV signal shall comply with the current technical international standard. The TV signal shall cover the entire match, and shall be produced by using a minimum number of eleven (11) TV cameras, in HD, format 16:9. The TV signal shall be delivered including standard international graphics (in English). Except for the stadium sound (so called "international sound"), there shall be no commentary in any form included in the TV signal.~~

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RBFA gives to MWF the non-exclusive right to use its name and logo to publicize and promote the Match during the period between the date of signature of the Contract and the Match date. RBFA is aware that the Match is linked with one or more sponsor names and/or brands (all elements on which brands of RBFA are used have to be pre-approved by RBFA). These sponsors/brands associated to the Match may not use the brands, trademarks and players images of the RBFA if such use is not related to the Match. In addition, these sponsors/brands associated to the Match may only use the brands, trademarks and players images of the RBFA up until the Match date. The name and the logo of RBFA may be used by MWF exclusively to inform any third parties that the Belgian National A Men Team will participate to the Match. However, all of the parties agree that any use of the images and/or logo of the RBFA and/or its full international squad or of the members thereof may be used only in relation with the Match and must at all times be previously and expressly authorized by the RBFA.

**Commenté [NA7]:** Please do not erase anything without notifying us.

As a FIFA Licensed Match Agent with experience, such as yourself, you should be aware of the rule, which applies to all member associations of the UEFA, that the UEFA has an exclusive right to use the images of the (international) friendly matches played by its member associations, in their countries of origin. This rule suffers no exception. We never had any problem in this regard with other FIFA Licensed Match Agent as this rule is more than well known.

These sentences must therefore stay in the Contract and there is no room for negotiation.

**Commenté [NA7]:** Please do not erase anything without notifying us.

As a FIFA Licensed Match Agent with experience, such as yourself, you should be aware of the rule, which applies to all member associations of the UEFA, that the UEFA has an exclusive right to use the images of the (international) friendly matches played by its member associations, in their countries of origin. This rule suffers no exception. We never had any problem in this regard with other FIFA Licensed Match Agent as this rule is more than well known.

These sentences must therefore stay in the Contract and there is no room for negotiation.

24. In view of the above, the Claimant requested the following:

- *Condemn Matchworld Football SA and Mr. Marc Biolley, jointly and severally, to pay immediately to the RBFA the total principal amount of EUR 275.000,00 €, plus interest at the Swiss legal rate (5%) since the 12 December 2022 into the bank account held by the RBFA.*
- *Withdraw with immediate effect the FIFA Match Agent license of Mr. Marc Biolley.*
- *Reject the Respondents' counterclaim in its entirety.*

#### **b. Position of the Respondent and counterclaim**

25. According to the arguments, the Respondent does not question the nature of the parties, nor the existence of a commercial contract between them for the purpose of playing a friendly match in Kuwait. He states the negotiation with the parties involved was very costly and generated a series of organizational problems that have given rise to another lawsuit filed before the FIFA Football Tribunal.
26. From the content of the Contract, it is clear that the Claimant sold the television rights in that contract, forming an essential part of it.
27. At the time of contacting interested third parties the Respondent learned that these rights did not belong to the defendant but to UEFA, which holds the television rights of the RBFA. Therefore, the RBFA sold rights that did not belong to it, and now, with this lawsuit, the Claimant intends to demand payment for something that he could not sell or market. The contract, and the price set therein, comprised all elements. It also omitted that it was subject to Belgian jurisdiction in different contractual aspects.
28. The Agent faced difficulties on the market for selling the "3rd party TV/Media rights" and found that they were linked to the confusion with the UEFA contract because the channels did not want to "buy back" a match that they already had with UEFA (centrally rights package of UEFA matches).
29. According to the Respondent, an email was received 3 working days before the match received the letter from the Claimant that all the commercial rights belong to the RBAF without exception. In such a short notice, it was completely impossible for the most of the tv channels to schedule the match in their program and therefore impossible for the Agent to sell TV rights (outside Belgian territory) and to make a proper sale of the commercial rights.

30. This generated a considerable financial loss for the defendant. Therefore, an email was sent on 18 November 2023, indicating the losses that this was causing:

*"From the time when we had final confirmation from Matchworld regarding who was the rights holder, to our understanding after decision was made having Egypt as the home team, the time was very short for potential broadcast customers to schedule the match. This affected the sales potential for third party rights sales for the match, where actual sales came out considerably below our expected revenue of EURO 150,000 -200,000". The losses that have been generated correspond.*

[Print screen 3]

Losses caused by RBFA by breaching their contractual obligations			
Losses suffered by Matchworld			
1	3rd party rights bought (rights belong to UEFA) - loss	\$ 150 000,00	€ 144 390,00
2	Commercial rights loss (because of non-confirmation of tv 3rd party rights)	\$ 155 000,00	€ 149 203,00
3	Clients refund for sold advertising but not broadcasted (loss)		€ 36 300,00
4	Clients refund for sold advertising but not broadcasted (loss) half of the contract	\$ 60 000,00	€ 57 756,00
5	Clients refund for sold advertising but not broadcasted (loss)	104 377,00 GBP	€ 125 037,00
6	50% of the damages claimed by clients (SMG)	354 788,50 GBP	€ 410 020,00
7	50% of the technical costs for virtual advertising	\$ 22 500,00	€ 21 658,00
8	Extras invoice in Kuwait (invoice 124)		€ 12 675,00
9	Extras invoice in Kuwait (invoice 103)		€ 1 500,00
10	Estimation costs for SMG case: TAS, lawyers etc (for the clients sold but not broadcasted)		€ 100 000,00
<b>Total</b>			<b>€ 1 058 539,00</b>

31. The Respondent stated that the the impossibility of selling the television rights meant a loss of sponsors, since they did not know if the match would be televised and on what media. As the Claimant was blocked with the sale of the 3rd party TV/Media rights, the Respondent lost the offer for the Belgian sponsors that he previously had.
32. The Agent suffered serious financial and image losses for the reasons stated. The Claimant did not pay attention to the reality of the facts and did not assess the serious damages caused by its clearly malicious attitude.
33. The Agents said that according to Swiss law, *there is reciprocity between benefits. The debtor's breach must be essential and not an accessory to the unfulfilled obligation. The non-compliance must be true and proper, serious, essential, of financial significance to the interested parties or of sufficient magnitude to prevent the financial satisfaction of the parties. There must be "deliberately rebellious will to comply" on the part of the debtor. When the Agent offered to "Provide at its RBFA costs with the accommodation and services described in article 2 of the Contract; and Pay to RBFA a flat fee of EUR 1,100,000", it was for the acquisition of full television and sponsorship rights.*

34. The requests for relief of the Respondent, were the following:

- *Annul the claim presented by Union Royale Belge des Sociétés de Football Association.*
- *Condemn the Union Royale Belge des Sociétés de Football Association to pay all financial damages and loss of image to restore reputation and recover the sums lost that the defendant is entitled to, due to the non-respect of RBFA contractual obligations, plus interest. Also, to pay the full legal costs and further damages not yet quantified resulting from the defendant losing future revenue from clients and/or other rights holders being reluctant to work with him as a result of this matter and of the failure to broadcast the Advertisements. Those further losses could be extremely large. In schedule 7 we put this loss at €1,058.539, including the amounts that had to be reimbursed to the clients (sponsors), the costs of legal of the aforementioned procedure that appears in the CAS and the loss of profits*

#### **c. Reply of the RBFA to the counterclaim**

24. In its counterclaim response, the Claimant / Counter-Respondent stated: (i) the Respondent / Counter-Claimant is a 24-year experienced Agent specialized in the organization of international friendly matches between national teams; (ii) the Respondent was supported by a lawyer since the beginning of the Match's Contract negotiations; (iii) the media and commercial rights were a specific topic of discussion during the negotiations.
25. There is no breach of contract from the Claimants side since the Respondent knew the terms of the Contract. The Respondent did not attach any evidence of the Respondent's alleged failures and on the contrary, the Respondent made several mistakes during the organization process that are not the responsibility of anyone but his agency.
26. The Respondent / Counter-Claimant merely stated that the Claimant / Counter-Respondent must pay all the damages they have suffered and which they estimate to be EUR 1.058.539,00, without explaining, for each of these damages, how they are directly linked to the alleged faults committed by the RBFA.
27. As well, the impact on reputation is simply mentioned by the Respondent / Counter-Claimant, but never substantiated or quantified. It is an intangible element devoid of any substance.
28. The Claimant / Counter-Respondent also stated that, according to Article 25.8 of the FIFA Procedural Rules Governing the Football Tribunal, no legal costs shall be awarded by the FIFA Football Tribunal, and the parties shall bear all their own costs in connection with any procedure. Therefore, the part of Respondent's counterclaim where they ask the FIFA Football Tribunal to condemn the RBFA to pay "*the full legal costs*" is simply contrary to the applicable rule.

29. The FIFA Football Tribunal could not reasonably accede to the Respondent / Counter-Claimant's request and order the Claimant / Counter-Respondent to pay for hypothetical damages, which are not based on any evidence, and the existence of which has not been demonstrated. Moreover, the Respondent / Counter-Claimant would be unable to prove that there is a causal link between these hypothetical damages and an alleged fault on the part of the RBFA, as these damages have not even been suffered by the Respondent / Counter-Claimant.
35. In view of the above - the Claimant / Counter-Respondent, requested the following:
- *Reject the Respondents' counterclaim in its entirety.*

### III. Considerations of the Players Status Chamber

#### a. Competence and applicable legal framework

36. First of all, the Single Judge of the PSC (hereinafter to as *Single Judge*) analysed whether it was competent to deal with the case at hand. In this respect, he took note that the present matter was presented to FIFA on 10 July 2023 and submitted for decision on 15 October 2024. Considering the wording of art. 34 of the March 2023 edition of the Procedural Rules Governing the Football Tribunal (hereinafter: *the Procedural Rules*), the aforementioned edition of the Procedural Rules is applicable to the matter at hand.
37. Furthermore, Single Judge referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 22 par. 1 of the Match Agent Regulations, the Players' Status Committee is competent to deal with the matter at stake, which concerns a contractual dispute between an association from Belgium and an Agent from Switzerland.
38. Subsequently, the Single Judge analysed which regulations should be applicable as to the substance of the matter. In this respect, she confirmed that Match Agent Regulations (2003 edition) (hereinafter: *the Regulations*) are applicable as to the substance.

#### b. Burden of proof

39. The Single Judge recalled the basic principle of burden of proof, as stipulated in art. 13 par. 5 of the Procedural Rules, according to which a party claiming a right on the basis of an alleged fact shall carry the respective burden of proof. Likewise, the Single Judge stressed the wording of art. 13 par. 4 of the Procedural Rules, pursuant to which it may consider evidence not filed by the parties, including without limitation the evidence generated by or within the Transfer Matching System (TMS).



### c. Merits of the dispute

40. Having established the competence and the applicable regulations, the Single Judge entered into the merits of the dispute. In this respect, the Single Judge started by acknowledging all the above-mentioned facts as well as the arguments and the documentation on file. However, the Single Judge emphasised that in the following considerations it will refer only to the facts, arguments and documentary evidence, which he considered pertinent for assessing the matter at hand.

#### i. Main legal discussion and considerations

41. In the sense of art. 13 of the Match Agents Regulations, the FIFA match agent licence “(...) *confers upon the holder the exclusive right to arrange friendly matches or tournaments between national teams or clubs from different confederations.*”.
42. The Respondent is licensed by FIFA as a match agent. Thus, the FIFA Match Agent Regulations are applicable to the case.
43. Having considered the argumentation presented by the Claimant, the Single Judge acknowledged that the first issue needing analysis was whether the Claimant and the Respondent had in fact validly executed contract between them.
44. First, the Single Judge noted that the contract is dated and had been signed by the parties. Therefore, the contract is validly executed between the parties.
45. Further, the Single Judge noted that the second issue needing analysis was whether the contract is in compliance with the Match Agents Regulations and can be submitted to the FIFA Football Tribunal for dispute resolution and if the services provided therein are to be considered as match agent activities in the context of said Regulations.
46. First, art. 18, par. 1 of the Match Agents Regulations states the following mandatory parts of a contract concerning match agent services (‘Mandatory Provisions’):
- a. *“expenses for travel, board and basic living costs of the contractual parties”;*
  - b. *“the total net indemnification (after deduction of all charges, levies or taxes) due to the contractual parties”;* and
  - c. *“the conditions that shall apply if a match is (or matches are) cancelled in the case of force majeure”;*
  - d. *“the conditions that shall apply if a player who was due to have been fielded under the terms of the contract does not appear in the team (including reasons of force majeure)”;* and

e. *"the fact that the parties concerned shall be aware of these regulations and under-take to observe the provisions therein".*

47. Further, par. 2 of art. 18 of the Match Agents Regulations states very clearly the following:  
*"Contracts that do not include one or more of the above provisions shall be null and void."*
48. Second, in the context of the performance of contract, in the preamble is it stated that  
*"RBFA intends to organize an international friendly match in Kuwait for its National A Men Team prior to the FIFA World Cup 2022 in Qatar. – MWF agrees to organize such a match and is furthermore interested to purchase from RBFA the commercial and media rights concerning the match in question. – RBFA has accepted to sell the commercial and media rights of the match in question, insofar as possible, to MWF. – This contract (hereinafter referred to as "Contract") defines therefore the terms and the conditions of co-operation of the parties. – The parties are aware of FIFA Match Agent Regulations and undertake to observe the provisions therein."*

[Print screen 4]

**Preamble**

RBFA intends to organize an international friendly match in Kuwait for its National A Men Team prior to the FIFA World Cup 2022 in Qatar.

MWF agrees to organize such a match and is furthermore interested to purchase from RBFA the commercial and media rights concerning the match in question.

RBFA has accepted to sell the commercial and media rights of the match in question, insofar as possible, to MWF.

This contract (hereinafter referred to as "Contract") defines therefore the terms and conditions of the co-operation of the parties.

The parties are aware of the content of FIFA Match Agents Regulations and undertake to observe the provisions therein.

49. Third, the Single Judge noted that a compensation was established in favour of any of the parties. Indeed, according to art. 5 of the contract, MWF committed to pay to RBFA a flat fee of EUR 1,100,000 as follows:

[Print screen 5]

**Article 5 - Financial terms and conditions**

In consideration of the rights and obligations given to MWF as per article 3 and 4 above for the agreed mentioned Match, MWF commits to:

- Provide at its costs RBFA with the accommodation and services described in article 2 of the Contract;
- Pay to RBFA a flat fee of EUR 1'100'000 (in writing: one million one hundred thousand Euros only).

The amount mentioned herein shall be paid by MWF to RBFA as follows:

- 275'000 EUR within 20 days after the signature of the Contract
- 275'000 EUR by 29.09.2022
- 275'000 EUR by 14.11.2022
- 275'000 EUR 1 day after the arrival of RBFA delegation in Kuwait

The mentioned amount has to be wired to the bank account indicated by the RBFA (beneficiary) on the basis of invoices that have to be sent to MWF.

Any and all taxes, as well as any and other costs or expenses (if any) due by MWF as per the applicable laws of its country of residence shall be borne exclusively by MWF.

MWF shall not be liable of any late execution of the payment not attributable to it, namely in the event the receiving or emitting bank fails to execute the payment in due time for any reason. Such late payment shall not be considered as a breach of contract.

50. Fourth, concerning the Mandatory Provisions, the Single Judge noted that the contract does contain the Mandatory Provisions, along the draft, therefore, he established that the contract is valid contract in accordance with the Match Agents Regulations.
51. Regarding the Claimant's / Counter-Respondent request a) *"to condemn Matchworld Football SA and Mr. Marc Biolley, jointly and severally, to pay immediately to the RBFA the total principal amount of EUR 275.000,00 €, plus interest at the Swiss legal rate (5%) since the 12 December 2022, into the bank account held by the RBFA"* and b) *"Withdraw with immediate effect the FIFA Match Agent license of Mr. Marc Biolley"*, the Single Judge considers that the Respondent / Counter-Claimant is in breach of contract due to the payment failure of EUR 275,000 without justified cause.
52. As the Parties have admitted in their submissions, the Respondent / Counter-Claimant has sufficient experience to know the details of the commercialization of rights related to a match organization. Moreover, the specific clause of the contract concerning the media and commercial rights was a sensitive issue, which was mentioned several times in their correspondence exchange as follows:

[Print screen 6 (sic)]

*13 Juni 2022*

*Bonjour Marc,*

*En annexe vous trouvez le contrat avec nos remarques.*

*Bien à toi,  
Jelle Schelstraete*



*Assistant Technical Director*

[Print screen 7 (sic)]

*21 Juni 2022 – 17:35*

*Bonjour Tom,*

*Veuillez stp trouver en pièce jointe le contrat par nous.*

*Concernant les droit tv/Media, dans les négociations vous nous n'avez jamais mentionné que les droits TV/Media pour le territoire Belge sont pour l'UEFA et par conséquent nous sommes surpris que ces droits ne sont pas pour nous le Koweït ?*

*Merci de votre retour.*

*Bien à vous*

*Marc Biolley*

[Print screen 8 (sic)]

*24 Juin 2022 – 13:42*

*Bonjour M. Biolley,*

*Nou vous remercions pour le suivi.*

*Nous vous prions de bien vouloir trouver ci-joint le projet de contrat une nouvelle fois revu par l'URBSFA.*

*Nous répondons a la question reprise dans votre courriel directement dans le projet de contrat.*

*Nous vous souhaitons un excellent weekend.*

*Bien a vous*

*Antoine Nokerman*

[Print screen 9 (sic)]

*29 Juni 2022 – 17:52*

*Bonjour Monsieur Nokerman,*

*Nous vous remercions de votre réponse et nous allons revenir à vous d'ici demain car notre avocat était occupé et que normalement nous signons tout les contrats au nom de la société.*

*Concernant les droits TV pour la Belgique comme cela n'a jamais été mentionné dans nos négociations pouvez-vous faire un petit effort au niveau du fee?*

*Merci de votre retour et meilleures salutations.*

*Marc Biolley  
President & FIFA Match Agent*

[Print screen 10 (sic)]

*29 Juni 2022 – 20:54*

*Bonjour Marc,*

*Nous sommes surpris par ta position. En tant que FIFA match agent, on supposait que tu connaissais les règles UEFA ?*

*On peut s'appeler pour en discuter demain ? Vers 10h CET ?*

*Ciao,  
Manu*

[Print screen 11 (sic)]

*30 Juni 2022 – 16:51*

*Bonjour à tous,*

*Nous sommes en train de finaliser les différents points avec notre avocate et nous allons vous envoyer ce soir le contrat révisé avec toutes les réponses. Par conséquent, nous annulons la vidéo conférence de 17h00.*

*Si vous aurez encore de points ouverts après réception de notre contrat révisé on pourra sans problème les discuter par tel demain.*

*Bien à vous  
Marc Biolley  
Presidente & FIFA Match Agent*

[Print screen 12 (sic)]

30 Juni 2022 – 17:22

*Bonjour à tous,*

*Comme mentionne dans notre dernier e-mail vous trouverez en pièce jointe le contrat corrige par notre avocate.*

*Concernant les droits TV pour la Belgique et après discussion avec le Koweït, nous avons la plaisir de vous informer que nous acceptons.*

*Finalement, nous allons vous envoyer au plus vite la lettre de la Fédérations de Football de Koweït signée par le nouveau Président.*

*Bien à vous  
Marc Biolley  
Président*

[Print screen 13 (sic)]

28 Octobre 2022 – 11:49

*Hi Marc,*

*As discussed over WhatsApp, see the email below. Can you come back to us quickly, certainly on the firs point? I'm away next week but Jelle is available to follow up if necessary!*

*Regards,  
Manu*

[Print screen 14 (sic)]

29 Octobre 2022 – 08:14

*Bonjour Manu,*

*Je te remercie de ton information.*

*Nous avons demande à la Fédération de Football de Koweït de mentionner Égypte (home team) vs Belgique (away team) dans leur demande à la FIFA.*

*Nous vous signalons que nous avons justement d'énormes difficultés pour vendre les droit (third part TV rights) et la publicité en Égypte et Belgique car nous ne pouvons*

*pas mentionner les diffuseurs (sauf les chaines belges). C'est probablement lie au fait que l'UEFA a vendu les droits (third party rights) ?*

*Merci de revenir à nous au plus vite à ce sujet e de ta précieuse collaboration.*

*Bien à toi*

*Marc Biolley  
Présidente & FIFA Match Agent*

[Print screen 15 (sic)]

*31 Octobre 10:16 pm*

*Bonjour Manu,*

*Peux-tu svp me dire s'urgence si l'UEFA a vendu les droits du match (third party TV/Media rights?*

*En pièce jointe l'e-mail de notre partenaire qui distribue ces droits pour nous.*

*Merci de ton retour urgent et de ta précieuse collaboration.*

*Bien à toi*

*31 Octobre 22:17*

*Bonjour Marc,*

*J'ai eu contact aujourd'hui. Comme on changera le match en Égypte-Belgique, ils n'auront pas les droits.*

*Ben à vous*

53. In the view of the Single Judge, the fact that the agent was not able to commercialize the match in the form or in the manner that he would have liked does not cancel the payment obligation entered into, especially if this alleged impossibility was not caused by any act or conduct of the Claimant / Counter-Respondent.
54. Consequently, the Single Judge considers that the Claimant's claim should be partially upheld.

## ii. Consequences

55. Having stated the above, the Single Judge turned its attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.
56. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Single Judge decided that the Respondent is liable to pay to the Claimant the amounts which were outstanding under the contract.
57. The Single Judge observed that the Respondent paid USD 825,000 and the outstanding fee with the specific requests for relief of the Claimant, are equivalent to USD 225,000 plus 5% interest as from 12 December 2022 until the date of effective payment.
58. With regard to the Claimant's request for the suspension of its license, the Single Judge is of the opinion that this is an extreme sanction to be applied in extreme cases. The imposition of this sanction would be disproportionate to the fault and, therefore, the Single Judge considers that it is not applicable.

## d. Costs

39. The Single Judge referred to art. 25 par. 1 of the Procedural Rules, according to which *"Procedures are free of charge where at least one of the parties is a player, coach, football agent, or match agent"*. Accordingly, the Single Judge decided that no procedural costs were to be imposed on the parties.
40. Likewise, and for the sake of completeness, the Single Judge recalled the contents of art. 25 par. 8 of the Procedural Rules, and decided that no procedural compensation shall be awarded in these proceedings

#### IV. Decision of the Players Status Chamber

1. The Football Tribunal has jurisdiction to hear the claim of the claimant, Royal Belgian Football Association.
2. The claim of the Claimant, Royal Belgian Football Association, is partially accepted.
3. The Respondent, Marc Biolley, must pay to the Claimant the following amount(s):
  - **275,000 as outstanding remuneration** plus 5% interest *p.a.* as from 12 December 2022 until the date of effective payment;
4. Any further claims of the Claimant are rejected.
5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.
6. This decision is rendered without costs.

For the Football Tribunal:



**Emilio García Silvero**

Chief Legal & Compliance Officer

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#### **NOTE RELATED TO THE APPEAL PROCEDURE:**

According to article 50 par. 1 of the FIFA Statutes, this decision may be appealed against before the Court of Arbitration for Sport (**CAS**) within 21 days of receipt of the notification of this decision.

#### **NOTE RELATED TO THE PUBLICATION:**

FIFA may publish this decision. For reasons of confidentiality, 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 17 of the Procedural Rules Governing the Football Tribunal).

#### **CONTACT INFORMATION**

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