FIFA
FOOTBALL TRIBUNAL

Decision of the
Dispute Resolution Chamber

passed on 14 August 2025

regarding an employment-related dispute concerning the player Alexandre Xavier Pereira Garcia Guedes

COMPOSITION:

Clifford J. HENDEL (USA & France), Deputy Chairperson
Michele COLUCCI (Italy), Member
Dana MOHAMED AL-NOAIMI (Qatar), Member

CLAIMANT:

Alexandre Xavier Pereira Garcia Guedes, Portugal

RESPONDENT:

Al Faisaly, Saudi Arabia
Represented by Gorka Villar

I. Facts of the case

1. On 20 July 2024, the Portuguese player Alexandre Xavier Pereira Garcia Guedes (hereinafter: *the Player* or *the Claimant*) and the Saudi club Al Faisaly (hereinafter: *the Club* or *the Respondent*) entered into an employment contract (hereinafter: *the Contract*) valid as from the signing date until 30 June 2025.

2. Article 5 of the Contract provided, *inter alia*, the following:

"Article 5. Remuneration

5.1. Fixed monthly remuneration

The Club shall pay the following fixed monthly remuneration to the Player (net of any taxes, bank fees and foreign exchange charges):

Payment type	*Currency*	*Amount*
Salary from 20/07/2024 until 31/07/2024	*USD*	*9,677*
Monthly salary 01/08/2024 until 30/06/2025	*USD*	*26,393*

The Club shall pay to the Player each monthly salary payment by the last day of each month for a total of:

- *Salary from 20/07/2024 until 31/07/2024 (Nine thousand and six hundred and seventy seven USD).*

- *Monthly Salary 01/08/2024 until 30/06/2025 (Twenty six thousand and three hundred and ninety three USD).*

[…]

5.3. Fixed financial payments

The Club shall pay to the Player the contract advance for a total of (Fifty Thousand USD) to be paid on 01/09/2024.

[…]

5.5. Penalty Clause

1. *In case the player opts for the termination of the contract with the club after 01/01/2025, the player shall pay penalty clause equivalent to two (2) months salary to the club.*

> *2. In case the club opts for the termination of the contract with the player after 01/01/2025, the club shall pay penalty clause equivalent to two (2) months salary to the player."*

3. Article 12 of the Contract provided the following:

> *"Article 12. Termination*
>
> *1. In the case of the Club unlawfully failing to pay the Player at least two monthly salaries on their due dates, the Player will be deemed to have a just cause to terminate this Contract, provided that he has put the Club in default in writing and has granted a deadline of at least 15 days for the Club to fuliy comply with its financial obligation(s).*
>
> *2. If either Party terminates the Contract with just cause and there is no agreement on the amount, compensation for breach of contract is payable in accordance with Art. 17 of the FIFA Regulations.*
>
> *3. The Club shall not terminate the contract due to the Player sustaining an injury during play or training.*
>
> *4. The validity of the Contract may not be made subject to a successful medical examination and/or the grant of a work permit.*
>
> *5. The Club shall not suspend, interrupt or delay the Player's remuneration due to the Player sustaining an injury during play or training. The Contract may not be terminated by either party during the sporting season in any circumstances, with the exception of cases where: (a) there is just cause; and/or (b) the Parties have agreed to terminate the Contract before the date of its expiry by mutual consent.*
>
> *6. The Player shall not, under any circumstances, waive salaries for work already performed.*
>
> *7. The Club shall notify the Committee in writing of any termination of this Contract without delay and within three (3) working days at the latest. The Club shall also notify the League Organiser wherever so required under the relevant League Organiser regulations."*

4. On 29 November 2024, the Player purportedly placed the Club in default due to outstanding remuneration. However, it is noted that no copy of this correspondence is available on file.

5. On 5 December 2024, the Player addressed a further communication to the Club, referring to his previous letter dated 29 November 2024. In this correspondence, the Player acknowledged an error in the initially claimed amount and demanded payment of USD

92,375. This sum comprised half of the August 2024 salary, the full salaries for September, October, and November 2024, as well as a portion of the signing fee. The Player requested that payment be made no later than 14 December 2024.

6. On 12 December 2024, the Club responded to the Player, asserting that the outstanding amounts had been settled in full. In support of this claim, the Club submitted two payment confirmations: one in the amount of USD 79,179 and another of USD 11,667.

7. On 25 January 2025, the Club sent an email to the Player, stating as follows (quoted *verbatim*):

> *"Following our virtual meeting with your agency, we expressed our intention to activate Article 5.5 (penalty clause) of the employment contract signed on 20/07/2024. This was further outlined in the email sent, which included a draft termination agreement. The draft aimed to establish a clear framework and payment schedule for the amounts related to the penalty clause and any outstanding dues.*
>
> *However, your representatives have expressed their disapproval of both the proposed agreement and the payment schedule.*
>
> *Therefore, in accordance with Article 5.5 of the employment contract, which grants the club the right to terminate the contract after 01/01/2025 by paying compensation equivalent to two months' salary, the club hereby informs you that the contract is terminated.*
>
> *The club will proceed to pay the amount corresponding to the compensation, along with any outstanding dues.*
>
> *Kindly provide your bank details to facilitate the transfer of the compensation amount."*

8. On 26 January 2025, the Club invited the Player to its premises to resolve any remaining matters and to return the Club-provided accommodation and vehicle. The Club also requested that the Player indicate his preferred date for the issuance of a return flight ticket.

9. On the same day, 26 January 2025, the Player replied to the Club:

> *"WITHOUT ANY PREJUDICE WHATSOEVER:*
>
> *Dear Sir,*
>
> *I herein inform you that due to your decision to breach the contract concluded with the player A. Guerra the latter had no other option but to travel to Portugal early in the morning.*

Evidently, A. Alexandre will not only lodge a claim before the FIFA Football Tribunal against Al Faisaly FC to demand the outstanding monthly salaries and the applicable compensation but also to be duly reimbursed of the amounts expended to by the airplane tickets to permit his return from the KSA to Portugal.

Lastly, I kindly inform you that A. Guerra left the keys of the house and car provided by the club in the referenced property.

I remain at your disposal for any further clarification.

ALL RIGHTS OF THE PLAYER ARE HEREIN RESERVED."

10. On 29 January 2025, the Player concluded a new employment agreement with the Portuguese club, Marítimo da Madeira – Futebol, SAD (hereinafter: *Maritimo*), valid as from the date of signature until 30 June 2026.

11. Pursuant to the terms of this contract, the Player is entitled to the following fixed monthly remuneration:

- EUR 5,153.56 for the season 2024/2025; and
- EUR 13,200.06 for the season 2025/2026.

12. On 6 February 2025, the Club transferred to the Player two additional payments in the amounts of USD 47,678 and USD 52,785, respectively.

II. Proceedings before FIFA

13. On 5 May 2025, the Player filed the claim at hand before FIFA. A summary of the parties' respective positions is detailed below.

a. Position of the Player

14. In his submission, the Player asserted that the Club had terminated the Contract without just cause and, as a result, should be held liable for the payment of compensation.

15. Firstly, the Player argued that the Club could not invoke Article 5.5 of the Contract to justify the termination, invoking the principle of *exceptio non adimpleti contractus*. According to the Player, the Club was in default due to outstanding financial obligations and, therefore, was not entitled to rely on the termination clause.

16. Secondly, the Player referred to Article 12.5 of the Contract, contending that no mutual agreement to terminate the employment relationship had ever been reached. He further

argued that Article 12.5 should prevail over Article 5.5, as it specifically governs the conditions for termination.

17. Thirdly, the Player challenged the validity and enforceability of Article 5.5, claiming that it lacked specificity – particularly with respect to the due date for payments – and failed to exclude the right to further compensation. He also contended that the provision for two months' compensation was contrary to Swiss law and FIFA regulations and was disproportionate in light of the residual value of the Contract.

18. In light of the foregoing, the Player requested the following amounts:

- USD 49,207 net as outstanding remuneration, broken down as follows:
    - USD 1,529 net as part of the signing fee;
    - USD 26,393 net as the December 2024 salary;
    - USD 21,285 net as the prorated January 2025 salary.

- USD 79,179 net as compensation for breach of contract, calculated as follows:
    - USD 136,221.94 as the residual value of the Contract;
    - *Minus* USD 25,767 as mitigation, corresponding to the value of the Player's new employment contract with Maritimo;
    - *Plus* USD 25,767 as additional compensation;
    - *Minus* USD 52,786 paid by Club on 6 February 2025.

19. The Player further requested that the Football Tribunal declare that any financial award be without prejudice to a potential future claim for taxes. Additionally, the Player requested that sporting sanctions be imposed on the Club.

20. The Player submitted the following request for relief:

> *"In view of the above, the Player submits to the following requests for relief to the attention of the FIFA DRC:*
>
> *FIRST– To accept and uphold the present Claim;*
>
> *SECOND– To confirm that the Club terminated the Employment Contract without just cause;*
>
> *THIRD– To order the Club to pay to the Player the total amount of USD 1,529 (one thousand five hundred and twenty-nine US dollars) net as outstanding signing-on fee,*

plus default interest at the applicable rate of 5% (five percent) annually as from 2 September 2024 until the date of effective payment;

FOURTH– To order the Club to pay to the Player default interest at the rate of 5% (five percent) annually applicable over the December monthly salary of USD 26,393 (twenty-six thousand three hundred ninety-three US dollars) net and calculated considering the period between 1 January 2025 and 6 February 2025;

FIFTH - To order the Club to pay to the Player default interest at the rate of 5% (five percent) annually applicable over the January monthly salary of USD 26,393 (twenty-six thousand three hundred ninety-three US dollars) net and calculated considering the period between 1 January 2025 and 6 February 2025;

SIXTH– To order the Club to pay to the Player the total amount of USD 79,179 (seventy-nine thousand one hundred seventy-nine US dollars) net due as compensation plus default interest at the applicable rate of 5% (five percent) annually as from 26 January 2025 until the date of effective payment;

SEVENTH– To ban the Club from registering any new player(s), either nationally or internationally, for 2 (two) entire and consecutive registration periods;

EIGHTH– To open the proceedings regarding the present dispute and notify the Club immediately (cf. Art. 21, par. 1 of the FIFA Procedural Rules); and

NINTH–To confirm that the ongoing proceedings are free of costs."

b. Position of the Club

21. On 12 June 2025, the Club submitted its response to the Player's claim.

22. The Club recalled the financial terms of the Contract, with particular emphasis on Article 5.5, which it described as a reciprocal, balanced, and unambiguous buy-out clause, or, in the alternative, a valid liquidated damages clause.

23. In response to the Player's arguments, the Club submitted the following:

- Article 5.5: (i) allows either party to terminate the Contract from 1 January 2024 onwards; (ii) does not require proof of breach or just cause; (iii) implies the payment of a fixed and identical amount (two net monthly salaries); and (iv) operated as a self-contained and balance exit mechanism, freely negotiated.

- If interpreted as a liquidated damages clause, the award of 30% of the residual value of the Contract is neither symbolic nor excessive.

- There are no mandatory minimum requirements for the calculation of compensation, and Article 5.5 was freely and validly negotiated between the parties.

- The principle *exception non adimpleti contractus* does not apply in this case because (i) the Club did not demand any performance by the Player but simply exercised a contractual right; (ii) Article 5.5 does not impose any obligation on the Player; (iii) the Club acted in good faith and settle all outstanding debts; (iv) an expansive application of the principle would render the termination clause ineffective.

- Article 12.5 does not override Article 5.5, as (i) Swiss law requires a systematic interpretation of the contract as a whole; (ii) Article 5.5 constitutes a specific exception to the general termination mechanism; (iii) the Player's interpretation would again nullify the termination option agreed upon by the parties; (iv) FIFA and the Court of Arbitration for Sport (CAS) jurisprudence support the validity of termination clauses. Therefore, Articles 5.5 and 12.5 are complementary rather than mutually exclusive.

24. The Club further explained that it experienced temporary financial difficulties during the second half of 2024, during which it remained in communication with the Player. It asserted that on 6 February 2025, it paid a total of USD 100,463, covering the Player's salaries for December 2024 and January 2025, as well as the two-month compensation (USD 52,786) pursuant to Article 5.

25. The Club also referred to a draft termination agreement it had sent to the Player during their email exchanges, clarifying that its intention was solely to establish a payment schedule, not to force a mutual termination or amend the terms of Article 5.5.

26. The Club reiterated the validity and enforceability of Article 5.5 and emphasized that the Player had accepted the payments made by the Club, thereby benefiting from the contractual arrangement.

27. The Club submitted the following conclusions and request for relief:

"In light of the arguments, facts, and legal principles set out above, Al-Faisaly FC respectfully requests the FIFA Dispute Resolution Chamber to issue a decision with the following conclusions:

1. *To dismiss the entirety of the claim filed by Alexandre Xavier Pereira Garcia Guedes as unfounded in both fact and law.*

2. *To declare that the contract was validly terminated by the Club in accordance with Clause 5.5 of the Employment Contract, which grants both parties a*

reciprocal right of early termination as from 1 January 2025, upon payment of a fixed compensation equivalent to two net monthly salaries.

3. *To confirm that the Club duly fulfilled all its financial obligations, having paid to the Player:*

    a. *the outstanding salary for December 2024;*
    b. *the pro rata salary for January 2025;*
    c. *and the agreed two-month compensation pursuant to Clause 5.5.*

4. *To reject the Player's request for any additional compensation under Article 17.1 of the FIFA RSTP.*

5. *To reject the Player's request for default interest, given that no outstanding debt or late payment remains.*

6. *To reject the Player's request for sporting sanctions, as there has been no breach of contract without just cause, no violation of the protected period, and no conduct by the Club that could justify disciplinary measures.*

7. *To confirm that the present proceedings are free of charge in accordance with Article 25(1) of the FIFA Procedural Rules."*

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

28. First of all, the Dispute Resolution Chamber (hereinafter: *the Chamber* or *DRC*) analysed whether it was competent to deal with the case at hand. In this respect, it took note that the present matter was presented to FIFA on 5 May 2025 and submitted for decision on 14 August 2025. Taking into account the wording of arts. 31 and 34 of the January 2025 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.

29. Furthermore, the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 par. 1 lit. b) of the Regulations on the Status and Transfer of Players (hereinafter: *the Regulations*) (July 2025 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns an employment-related dispute with an international dimension between a Brazilian player and a Saudi club.

30. Subsequently, the Chamber analysed which regulations should be applicable as to the substance of the matter. In this respect, it confirmed that, in accordance with art. 26 of the

July 2025 edition of the Regulations, the January 2025 edition of the Regulations is applicable to the matter at hand as to the substance.

b. Burden of proof

31. The Chamber 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 Chamber 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

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

i. Main legal discussion and considerations

33. The Chamber then moved to the substance of the matter, noting that it concerned a claim for breach of contract filed by the Player against the Club.

34. The Player alleged that the Club terminated the Contract without just cause on 25 January 2025 and, consequently, should be held liable for the resulting consequences. In this context, the Player sought payment of outstanding remuneration and compensation for breach of contract.

35. The Club, in contrast, maintained that it had lawfully terminated the Contract by exercising the option provided under Article 5.5 of the Contract.

36. Accordingly, the DRC recognised that its task was to determine the effective date and legal justification of the termination, as well as the consequences arising therefrom.

37. As a starting point, the Chamber recalled that the Contract contained the following provisions governing early termination:

"<u>5.5. Penalty Clause</u>

3. *In case the player opts for the termination of the contract with the club after 01/01/2025, the player shall pay penalty clause equivalent to two (2) months salary to the club.*

4. *In case the club opts for the termination of the contract with the player after 01/01/2025, the club shall pay penalty clause equivalent to two (2) months salary to the player."*

[…]

"Article 12. Termination

1. In the case of the Club unlawfully failing to pay the Player at least two monthly salaries on their due dates, the Player will be deemed to have a just cause to terminate this Contract, provided that he has put the Club in default in writing and has granted a deadline of at least 15 days for the Club to fuliy comply with its financial obligation(s).

2. If either Party terminates the Contract with just cause and there is no agreement on the amount, compensation for breach of contract is payable in accordance with Art. 17 of the FIFA Regulations."

3. The Club shall not terminate the contract due to the Player sustaining an injury during play or training.

4. The validity of the Contract may not be made subject to a successful medical examination and/or the grant of a work permit.

5. The Club shall not suspend, interrupt or delay the Player's remuneration due to the Player sustaining an injury during play or training. The Contract may not be terminated by either party during the sporting season in any circumstances, with the exception of cases where: (a) there is just cause; and/or (b) the Parties have agreed to terminate the Contract before the date of its expiry by mutual consent.

6. The Player shall not, under any circumstances, waive salaries for work already performed.

7. The Club shall notify the Committee in writing of any termination of this Contract without delay and within three (3) working days at the latest. The Club shall also notify the League Organiser wherever so required under the relevant League Organiser regulations."

38. With the above in mind, the DRC proceeded to analyze the parties' respective arguments and points of disagreement, with the objective of determining whether the termination was valid and, if not, what the legal consequences should be.

A. THE INCONSISTENCY BETWEEN THE TWO ARTICLES AND THE QUESTION OF PRECEDENCE

39. The Player argued that Articles 5.5 and 12.5 were in conflict and that Article 12.5 should prevail. Conversely, the Club maintained that the Contract must be interpreted as a whole and that Article 5.5, being more specific, should take precedence.

40. According to the Chamber, while the Contract's wording could have been clearer in stating that Article 12.5 operates without prejudice to Article 5.5, it would be logical to interpret Article 5.5 as prevailing. Article 12.5 provides that the Contract may only be terminated before its expiry by mutual consent. When read in conjunction with Article 5.5, the Chamber concluded that it could be interpreted as a pre-agreed compensation clause, whereby the parties consented in advance to a termination option under specific conditions.

41. The Chamber also agreed with the Club that accepting the Player's interpretation would render Article 5.5 ineffective.

42. Therefore, irrespective of the assessment of Article 5.5's validity, the DRC concluded that the Player's argument that it was overridden by Article 12.5 could not be upheld.

B. APPLICATION OF THE PRINCIPLE OF *EXCEPTION NON ADIMPLETI CONTRACTUS*

43. The DRC then acknowledged that the Player further argued that the Club could not invoke Article 5.5 due to its outstanding financial obligations at the time. The Club contested the relevance of this principle, asserting that Article 5.5 did not impose reciprocal obligations on the Player and that any default did not affect the Club's right to terminate.

44. In this regard, the Chamber sided with the Club. In the Chamber's view, the existence of outstanding payments does not preclude the Club from exercising a contractual right to terminate, although it may affect the Player's performance obligations.

45. The Chamber also accepted the Club's argument that it settled its debts within the deadline set by the Player, and therefore, in principle, should not be barred from exercising an unrelated contractual right.

C. NATURE OF ARTICLE 5.5 (AND THE TERMINATION)

46. Having stated the above, the Chamber observed that the Player contended that the Club unilaterally terminated the Contract without just cause. The Club denied this, asserting that it had exercised a valid buy-out clause.

47. On this point, the Chamber found the Player's position more persuasive.

48. The Chamber recalled its jurisprudence in respect to termination / liquidated damages clause, as detailed in the Commentary on the Regulations – Edition 2023 (hereinafter: *the Commentary*) (p. 176):

> *"In contrast with liquidated damages clauses, 'buy-out' clauses grant a right to the player to terminate the contractual relationship prematurely in return for payment of a predetermined sum that is stipulated in the contract. In this case,* ***parties are not setting an amount of compensation to be paid to compensate for a breach, but rather are agreeing in advance upon the conditions of a "mutual termination", i.e. consent is given in advance to terminate the contract in the future in return for a specified payment****.*
>
> *The key practical difference between a liquidated damages clause and a buy-out clause is that in the case of the former, there may still be a breach of contract (thus possibly triggering sporting sanctions), whereas in the case of the latter, there is a pre-agreed mutual contract termination which cannot trigger sporting sanctions."*
>
> (emphasis added by the Chamber).

49. Taking the above into account, and considering the wording of Article 5.5, the Chamber concluded that this provision constituted a liquidated damages clause. However, the Chamber emphasized that this clause did not, in itself, authorize termination but rather stipulated the amount payable in the event of termination - *i.e.*, it functioned as a compensation clause.

50. According to the Chamber, this interpretation is further supported by the title of Article 5.5, which is labeled "penalty clause," indicating that it referred to financial compensation payable upon early termination.

51. Accordingly, the DRC found that Article 5.5 was a liquidated damages clause and could not serve as a valid legal basis for the Club's termination. Based on the evidence on file and the Club's own submissions, the Chamber concluded that the Club still terminated the Contract unilaterally on 25 January 2025 without just cause.

D. PROPORTIONALITY AND VALIDITY OF ARTICLE 5.5

52. Having established that Article 5.5 is a liquidated damages clause, the Chamber proceeded with the assessment of its validity under FIFA regulations and relevant jurisprudence.

53. While parties are generally free to define the terms of their employment relationship, the Chamber recalled that contractual stability is a cornerstone of the football industry. As a

result, employers and employees cannot unilaterally withdraw from a valid contract without consequences.

54. Along the same lines, the early termination of a contract entails both financial and sporting consequences. Although parties may agree on the effects of such termination, jurisprudence imposes limits to ensure legal certainty and protect the principle of contractual stability.

55. The Chamber once again referred to the Commentary (p. 174), which establishes the following regarding the validity of compensation clauses:

> *"[T]he principles of reciprocity and proportionality play an important role in relation to liquidated damages clauses. Both the DRC and CAS have repeatedly confirmed that any amount of compensation stipulated in a compensation clause must be proportionate. If the amount stipulated in the contract appears to be disproportionate particularly when compared to the contractual remuneration of the player, the DRC will render the clause non-applicable (i.e. invalid) and proceed to calculate the compensation due pursuant to the factors set out in article 17, Regulations."*

56. The Chamber considered that the liquidated damages clause in question is clearly reciprocal, as it applies equally to both the Player and the Club.

57. Regarding proportionality, the Chamber noted that the clause would only apply to terminations occurring as of January 2025. Thus, had the Club invoked Article 5.5 on 1 January 2025, it would have owed two months' salary as compensation, compared to six months of remaining contractual obligations. The Chamber found that this standard appeared to fall within the acceptable range established by jurisprudence.

58. The DRC noted that in the present case, the Club notified the termination on 25 January 2025. As a result, the Player would be entitled to his prorated salary for January plus two months' salary - amounting to nearly three months' remuneration, as opposed to the six months remaining under the Contract.

59. Having regard to the circumstances of the case, the Chamber was satisfied that this outcome respected the principle of proportionality.

60. Furthermore, the DRC emphasized that the Player promptly mitigated his damages by securing new employment. Hence, contrary to his claim, he would also not be entitled to additional compensation, as the termination was not linked to any outstanding payables.

61. In conclusion, the Chamber was not persuaded by the Player's argument that the liquidated damages clause in Article 5.5 was disproportionate or abusive. The DRC therefore found it applicable in this case, in accordance with the principle of *pacta sunt servanda*.

ii. Consequences

62. Based on the foregoing, the Chamber ruled that the Player was entitled to receive any outstanding remuneration up to the date of termination, in addition to two months' salary as compensation.

63. In this context, the Chamber recalled that:

- On 5 December 2024, the Player claimed a total of USD 92,375, corresponding to unpaid salaries for September, October, and November 2024 (USD 79,179), as well as the outstanding portion of the signing fee (USD 13,196).

- Later in December 2024, the Club paid USD 90,846, leaving a remaining balance of USD 1,529.

- On 31 December 2024, the salary for December 2024 fell due, increasing the Club's outstanding debt to USD 27,922 *(i.e.*, the previous balance of USD 1,529 *plus* the December salary of USD 26,393).

- As the termination occurred on 25 January 2025, the Player was also entitled to 25 days of salary for January 2025. This resulted in a total of USD 49,206.67 (*i.e.*, USD 27,922 *plus* a prorated January salary of USD 21,284.67).

- On 6 February 2025, the Club paid USD 47,678, which it stated was intended to cover the outstanding remuneration and the two-month compensation under Article 5.5.

64. In light of the above, the Chamber found that the Player remained entitled to a net amount of USD 1,528.67 as outstanding remuneration, corresponding to the recognized entitlements minus the amounts paid by the Club.

65. Given the uncertainty surrounding the breakdown of this outstanding amount, the Chamber further decided that interest at the rate of 5% *p.a.* be applied from the date of termination, *i.e.*, 25 January 2025, until the date of effective payment.

With respect to compensation, the Chamber confirmed that the Club had fulfilled its financial obligations pursuant to Article 5.5 of the Contract, and accordingly determined that no outstanding amounts remained due.

66. Lastly, the Chamber pointed out that the amounts awarded were to be considered "net". However, any future claims related to tax liabilities should be assessed in accordance with the applicable regulations and subject to the jurisdiction of the competent decision-making body.

iii. Compliance with monetary decisions

67. Finally, taking into account the applicable Regulations, the Chamber referred to art. 24 par. 1 and 2 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.

68. In this regard, the DRC highlighted 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. The overall maximum duration of the registration ban shall be of up to three entire and consecutive registration periods.

69. Therefore, bearing in mind the above, the DRC decided that the Club must pay the full amount due (including all applicable interest) to the Player within 45 days of notification of the decision, failing which, at the request of the Player, a ban from registering any new players, either nationally or internationally, for the maximum duration of three entire and consecutive registration periods shall become immediately effective on the Club in accordance with art. 24 par. 2, 4, and 7 of the Regulations.

70. The Club shall make full payment (including all applicable interest) to the bank account provided by the Player in the Bank Account Registration Form, which is attached to the present decision.

71. The DRC 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. 24 par. 8 of the Regulations.

d. Costs

72. The Chamber 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 Chamber decided that no procedural costs were to be imposed on the parties.

73. Likewise, and for the sake of completeness, the Chamber recalled the contents of art. 25 par. 8 of the Procedural Rules and decided that no procedural compensation shall be awarded in these proceedings.

74. Lastly, the DRC concluded its deliberations by rejecting any other requests for relief made by any of the parties.

IV. Decision of the Dispute Resolution Chamber

1. The claim of the Claimant, Alexandre Xavier Pereira Garcia Guedes, is partially accepted.

2. The Respondent, Al Faisaly, must pay to the Claimant the following amount(s):

   - **USD 1,528.67 net as outstanding remuneration** plus 5% interest *p.a.* as from 25 January 2025 until the date of effective payment.

3. Any further claims of the Claimant are rejected.

4. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.

5. Pursuant to art. 24 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:

   1. The Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.

   2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

6. The consequences **shall only be enforced at the request of the Claimant** in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.

7. This decision is rendered without costs.

For the Football Tribunal:

Emilio García Silvero
Chief Legal & Compliance Officer

FIFA FOOTBALL TRIBUNAL

NOTE RELATED TO THE APPEAL PROCEDURE:

According to art. 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., art. 17 of the Procedural Rules Governing the Football Tribunal).

CONTACT INFORMATION

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