



# Disciplinary Committee

Date: 07 January 2022

Sent to:  
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C.C  
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## Notification of the grounds of the Decision

Ref. N°: FDD-9003

Dear Sirs,

Please find attached the grounds of the decision passed in the aforementioned case by a member of the FIFA Disciplinary Committee on 21 October 2021.

The Swiss Football Association (in copy) is kindly requested to forward this decision to its affiliated club, FC Chiasso.

We would appreciate your taking due note of this decision and ensuring its implementation.

Yours faithfully,

FIFA

Carlos Schneider  
Director of the FIFA Judicial Bodies

Fédération Internationale de Football Association

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# Decision of the FIFA Disciplinary Committee

passed on 21 October 2021

## DECISION BY:

**Mr. Lord Veehala, Tonga (Member)**

## ON THE CASE OF:

**FC Chiasso, Switzerland**

**(Decision FDD-9003)**

## REGARDING:

Failure to respect decisions (Article 15 FIFA Disciplinary Code)

## I. FACTS OF THE CASE

1. The following summary of the facts does not purport to include every single contention put forth by the actors at these proceedings. However, the member of the FIFA Disciplinary Committee (**the Single Judge**) has thoroughly considered any and all evidence and arguments submitted, even if no specific or detailed reference has been made to those arguments in the following outline of his position and in the ensuing discussion on the merits.
2. On 02 October 2018, the club NAC Breda BV (**the Claimant**) lodged a claim before FIFA against the club FC Chiasso (**the Respondent**) requesting *inter alia* the payment of the sum of EUR 399,000 plus 5% interest *p.a.* as from 31 July 2018 in connection with the transfer of the player Rai Vloet (**the Player**).
3. On 16 June 2020, the Single Judge of the Players' Status Committee partially accepted the claim of the Claimant and ordered the Respondent to pay to the Claimant the net amount of EUR 399,000 within 30 days as from the date of notification of the decision, plus 5% interest *p.a.* as from 31 July 2018.
4. The terms of the decision of the Single Judge of the Players' Status Committee were duly communicated to the parties on 17 June 2020, whilst the grounds of said decision were notified on 02 December 2020.
5. Following the notification of the grounds, the Respondent lodged an appeal before the Court of Arbitration for Sport (**CAS**), which issued an Award on 19 August 2021.
6. In this context, CAS dismissed the appeal lodged by the Respondent and confirmed the decision passed by the Single Judge of the FIFA Players' Status Committee on 16 June 2020. In this respect, the Respondent was ordered to pay to the Claimant CHF 4,000 as contribution for legal fees and other expenses incurred in connection with the arbitration proceedings.
7. On 22 September 2021, as the outstanding amounts due to the Claimant by the Respondent were not paid, the legal representative of the Claimant requested the initiation of disciplinary proceedings against the Respondent for failure to comply with the CAS Award dated 19 August 2021 (**the CAS Award**).
8. On the same date (22 September 2021), in light of the foregoing, and as the aforementioned amounts were not paid to the Claimant, the Secretariat to the FIFA Disciplinary Committee (**the Secretariat**) opened disciplinary proceedings against the Respondent. In this regard, the Respondent was informed that the case would be referred to the next meeting of the FIFA Disciplinary Committee on 21 October 2021, and was invited to provide its position within six days of the notification of the opening of the disciplinary proceedings.
9. On 23 September 2021, the legal representative of the Respondent requested an extension of the deadline within which to provide its position.

10. On 27 September 2021, the Secretariat granted the Respondent an extension until 8 October 2021.

## II. RESPONDENT'S POSITION

11. On 8 October 2021, the Respondent provided its position, which can be summarized as follows (*free English translation*): -

- On 24 July 2018 the Claimant transferred the Player to the Respondent against a net transfer fee (**the transfer fee**).
- On 14 August 2018, the Respondent accepted to transfer the Player to the Italian club Frosinone Calcio against a net transfer fee (**the Frosinone transfer fee**).
- On 2 October 2018, the Claimant filed a claim against the Respondent before FIFA claiming the payment of the transfer fee.
- On 11 March 2020, the World Health Organisation declared COVID-19 as a pandemic which affected the daily operations and income of the Respondent, the Swiss championship being suspended for several months, and immediately afterwards the Respondent entered into financial difficulties due to the pandemic.
- The Respondent's legal counsel contacted the Claimant's legal counsel to explain the situation with Frosinone Calcio in order to amicably solve the matter, and proposed to pay the Claimant with, upon receipt, the funds it was due to receive from Frosinone Calcio in connection with the Frosinone transfer fee.
- The Claimant never replied to the aforesaid proposal.
- On 21 July 2020, the Respondent filed a claim with FIFA against Frosinone Calcio, requesting the payment of the Frosinone transfer fee.
- On the same day (21 July 2020), to the Respondent's surprise, the Claimant notified the Respondent of a decision passed by the Single Judge of the FIFA Players' Status Committee dated 17 June 2020 (**the PSC decision**), allegedly issued in the case pending between the Respondent and the Claimant.
- Following several email exchanges with FIFA, it was established that the PSC decision was never notified to the Respondent.
- On 31 July 2020, FIFA notified the findings of the PSC decision to the Respondent, and on 2 December 2020, FIFA issued the grounds of the PSC decision.

- On 31 July 2020, the Respondent sent another email to the Claimant, complaining about its lack of good faith and requesting it to reply to the Respondent's previous proposal in connection with the funds it was due to receive from Frosinone Calcio, and whereby the Respondent also informed that it was still prepared to try to amicably solve the matter with the Claimant.
- On 20 November 2020, FIFA accepted the claim of the Respondent against Frosinone Calcio in full (**the Frosinone decision**).
- As the Claimant did not reply to the Respondent, the Respondent filed an appeal before CAS against the PSC decision.
- On 8 June 2021, Frosinone Calcio filed an appeal with CAS against the Frosinone decision (**the Frosinone appeal**).
- On 19 August 2021, the CAS issued the CAS Award, by means of which the appeal of the Respondent was rejected.
- The Respondent is waiting for the hearing to be set by CAS in relation to the Frosinone appeal.
- The Respondent is committed to good governance and satisfying its debts towards creditors inside and outside football.
- The Respondent emphasized that the present case is not a case of a blatant unreasoned non-compliance with a CAS Award as suggested by the Claimant, but rather is a situation in which the Respondent faces an objective impossibility to comply with the CAS Award due to Frosinone Calcio's failure to pay the Frosinone transfer fee and the huge impact of the COVID-19 pandemic on the Respondent's finances.
- The Respondent underlined the non-cooperative, bad faith behavior displayed by the Claimant throughout its entire relationship with the Respondent as opposed to the cooperative good-faith approach adopted by the Respondent, which has always tried to find an amicable agreement with the Claimant to "*solve the matter*".
- As a consequence of the COVID-19 pandemic, the Respondent has suffered significant income loss which renders it objectively impossible to make the payment of the amounts due to the Claimant, without having received the Frosinone transfer fee.
- The Respondent has been hit hard by the economic crisis following the pandemic and such a "*disastrous global economic situation*" in which football stakeholders have found themselves for more than a year and a half must be taken into great consideration in the outcome of the present proceedings.

- In contrast to other major clubs, the Respondent, a second division club in the Swiss league at the time of the events, could (and cannot) count on (steady) television rights or large amounts of marketing and merchandising as a main revenue stream, but rather depended on ticket sales – a source of income which has been *“literally paralyzed by the pandemic”* with local sponsors also being affected.
- The crisis has affected the entire population and so the Respondent, as a common-sense reaction towards its loyal fans, offered the possibility of refunding its seasonal ticket holders for matches which they could not enjoy live.
- The loss of income was also reflected on the sporting side of the Respondent’s activities as the first team of the Respondent was relegated to the third tier of Swiss football at the end of the sporting season 2020/20201, the Promotion League.
- This relegation further reduced the Respondent’s income and economic means. The Respondent hopes that as the first team of the Respondent is currently 4 points clear from the top of the table, it will be able to *“fight until the end of the championship for the promotion in Challenge League”*.
- In view of the foregoing, the Respondent finds itself in a situation of objective impossibility to comply with the CAS Award.
- The Respondent has displayed its willingness to find an amicable solution with the Claimant to settle the matter, and had explained that it was about to initiate judicial proceedings against Frosinone Calcio to recover the Frosinone transfer fee, which, in consideration of the global economic situation, would have been the only way for the Respondent to make the due payment to the Claimant.
- The Respondent *“put all cards on the table”* in full transparency and good faith, expecting cooperation from the Claimant which could perfectly understand the situation, and even suggested several options to the Claimant in order to swiftly reach an agreement.
- The Claimant never replied to the Respondent’s written communications.
- The Respondent is aware and has the firm intention to comply with the CAS Award, but as far as the present proceedings are concerned, it is of the opinion that no disciplinary sanctions should be imposed against it by FIFA.
- The Respondent requested that its position be scrutinized under the criteria of art. 24 FDC.
- The Respondent believes that its diligent approach adopted towards the Claimant, the bad faith behavior of the Claimant, the severe economic consequences of the pandemic on the finances of the Respondent, the appropriate legal action taken by the Respondent against the third club Frosinone Calcio to recover its *“huge debt”* and the willingness of

the Respondent to use the money it will receive from Frosinone Calcio to pay its debt to the Claimant – shall serve FIFA to abstain to impose any disciplinary sanctions upon the Respondent under art. 24 (4) FDC, or at least should be considered as mitigating circumstances that *“show no degree of its guilt”*.

- The Respondent therefore requests the FIFA Disciplinary Committee to suspend the current proceedings at least until the CAS issues an award in the Frosinone appeal, and in case that such Award is in favour of the Respondent, to keep these present proceedings suspended until Frosinone Calcio has paid the relevant amount to the Respondent or until the end of the disciplinary proceedings that the Respondent will initiate timely against the third club Frosinone Calcio in the event of non-compliance with such Award.
  - On a subsidiary basis, the Respondent requests to terminate the present proceedings without imposing any disciplinary sanction.
  - On a further subsidiary basis, the Respondent requests that the lowest possible disciplinary sanction is imposed on the Respondent.
  - Further, the Respondent requests that in any case, it shall not bear any procedural costs of the present disciplinary proceedings.
12. The Single Judge once again reiterated that he had considered all the facts, allegations, legal arguments and evidence provided by the Respondent, and in the present decision had only referred to those observations and evidence for which he considered necessary to explain his reasoning.

### **III. CONSIDERATIONS OF THE DISCIPLINARY COMMITTEE**

13. In view of the circumstances of the present matter, the Single Judge decided to first address the procedural aspects of the present matter, namely, his jurisdiction as well as the applicable law, before entering into the substance of the matter and assessing the possible failure of the Respondent to comply with the CAS Award as well as the potential sanctions resulting therefrom.

#### **A. Jurisdiction of the FIFA Disciplinary Committee**

14. First of all, the Single Judge noted that at no point during the present proceedings did the Respondent challenge his jurisdiction or the applicability of the FIFA Disciplinary Code (FDC).
15. Notwithstanding the above and for the sake of good order, the Single Judge found it worthwhile to emphasize that, on the basis of art. 53(2) of the FIFA Statutes, the Single Judge may pronounce the sanctions described in the Statutes and the FDC on member associations, clubs, officials, players, intermediaries and licensed match agents.

## B. Applicable legal framework

16. With regard to the matter at hand, the Single Judge pointed out that the disciplinary offense, *i.e.* the potential failure to comply with the CAS Award, was committed after the 2019 FDC entered into force. As a result, he deemed that the merits as well as the procedural aspects of the present case should fall under the 2019 edition of the FDC.
17. Having established the above, the Single Judge wished to recall the content and scope of art. 15 FDC in order to duly assess the case at hand.
18. According to this provision:
  1. *Anyone who fails to pay another person (such as a player, a coach or a club) or FIFA a sum of money in full or part, even though instructed to do so by a body, a committee or an instance of FIFA or a CAS decision (financial decision), or anyone who fails to comply with another final decision (non-financial decision), passed by a body, a committee, or an instance of FIFA, or by CAS:*
    - a) *will be fined for failing to comply with a decision; in addition:*
    - b) *will be granted a final deadline of 30 days in which to pay the amount due or to comply with the non-financial decision;*
    - c) *in the case of clubs, upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason.*

(...)
  3. *If the club disregards the final time limit, the relevant association shall be requested to implement the sanctions threatened.*
19. Moreover, for the sake of good order, it is worth emphasizing that in line with art. 54 (1) (h) FDC, cases involving matters under art. 15 of the aforementioned code may be decided by one member of the Disciplinary Committee alone, acting as a single judge, as in the present case.
20. Finally, the Single Judge emphasized that, equal to the competence of any enforcement authority, he cannot review or modify as to the substance a previous decision, which is final and binding, and thus has become enforceable.
21. His jurisdiction being established and the applicable law determined, the Single Judge subsequently turned his attention to the CAS Award.



## C. Merits of the dispute

### I. Analysis of the facts in light of art. 15 FDC

22. The above having been established, the Single Judge noted that the CAS, by means of its Award dated 19 August 2021, dismissed the appeal filed by the Respondent, confirmed the decision passed by the Single Judge of the FIFA Players' Status Committee on 16 June 2020, and ordered the Respondent to pay to the Claimant as outlined above.
23. This being recalled, the Single Judge observed that no challenge was lodged before the Swiss Federal Tribunal against the aforementioned CAS Award, which is therefore enforceable.
24. In view of what has been explained *supra*, the Single Judge is not allowed to analyse the case decided by the Court of Arbitration for Sport as to the substance, in other words, to check the correctness of the amount ordered to be paid, but has as a sole task to analyse if the Respondent complied with the enforceable award rendered by the CAS on 19 August 2021.
25. In this respect, the Single Judge acknowledged the submissions of the Respondent concerning: -
  - The Respondent's financial situation as a result of the COVID-19 pandemic and Frosinone Calcio's failure to pay the Respondent the Frosinone transfer fee, which has allegedly resulted in an 'objective impossibility' for the Respondent to execute the payment of the amounts due to the Claimant in accordance with the CAS Award;
  - The supposed 'bad faith behaviour' of the Claimant, as opposed to the 'good faith behaviour' conducted by the Respondent, which always tried to "*find an amicable agreement with the [Claimant]*", and;
  - The request(s) of the Respondent that the current proceedings should either (i) be suspended pending the outcome, and any further resulting proceedings of, the Frosinone appeal, (ii) terminated without disciplinary sanction being imposed upon the Respondent, or, (iii) that the Respondent is sanctioned with the lowest possible disciplinary sanction.
26. Taking into account the foregoing, the Single Judge firstly considered the supposed financial situation of the Respondent - the former having allegedly resulted in an 'objective impossibility' for the Respondent to comply with its obligations in accordance with the CAS Award - and deemed it necessary to emphasize that clubs have the duty to be aware of their actual financial strength, constitute provision in anticipation of possible issues, such as a decrease in the income or a relegation (i.e. a contingency that any club may face), and finally conclude contracts that can be fulfilled. In other words, the principle of *pacta sunt servanda* – more relevant in the context of contractual dispute *per se* – is of paramount importance for FIFA and a key issue to be protected, amongst others, by the Regulations on the Status and Transfer of Players.
27. Further, the Single Judge wished to refer to the content of art. 2 of the Swiss Civil Code, according to which "*[e]very person is bound to exercise his rights and fulfil his obligations according to the*

- principle of good faith*<sup>1</sup>. Therefore, the sole fact that Respondent may be undergoing financial problems and/or encountering impediments to the usual operations of the club does not exonerate it from its obligations to pay the outstanding amounts owed to the Claimant, as confirmed by CAS<sup>2</sup>.
28. In continuation, and with respect to the submission(s) of the Respondent in connection with the COVID-19 pandemic, the Single Judge deemed it appropriate to turn to the content of the FIFA publication of 6 April 2020 titled “COVID-19 – Football Regulatory Issues”.
29. In said publication, it was publicly indicated that *“although FIFA is fully aware of the potential financial difficulties of some clubs flowing from the obligation to comply with financial decisions rendered by the DRC, the PST or the Disciplinary Committee, no exceptions will be granted in this regard. Consequently, decisions passed by the above-mentioned judicial bodies must be respected by MAs, clubs, players and coaches without exception. FIFA will continue to apply article 15 of the FIFA Disciplinary Code in the event of failure to respect these decisions”*.
30. As such, the Single Judge deemed that the submissions of the Respondent both relating to (i) the COVID-19 pandemic and/or its effects, and, (ii) Frosinone Calcio’s failure to pay the Respondent the Frosinone transfer fee, did not justify the fact that the amounts due to the Claimant in accordance with the CAS Award had not been paid – the Respondent not being exonerated on the basis of its alleged financial difficulties from its obligations to the Claimant therein contained.
31. This having been established, the Single Judge proceeded to address the submissions of the Respondent which claimed that the Claimant had demonstrated ‘bad faith behaviour’ whilst the Respondent, in ‘good faith behaviour’, had always tried to *“find an amicable agreement with the [Claimant]”*.
32. Against such background, the Single Judge recalled that the particulars of any potential payments of the amounts due must be determined independently between the parties and that any possible payment plan and/or settlement agreement has to be agreed upon directly with the Claimant, *in casu* the club NAC Breda BV, which at its own discretion may accept or reject the any settlement and/or payment plan proposed. In other words, the Claimant is completely free to choose, unencumbered and at its own volition, as to whether it may accept and/or reject any potential settlement and/or payment plan which may be proposed by the Respondent.
33. As such, in view of the above, the Single Judge considered that the arguments raised by the Respondent concerning the Claimant’s ‘bad faith behaviour’ shall be disregarded, the Claimant being under no obligation to reach and/or conclude a payment plan and/or settlement agreement with the Respondent, even should one be proposed by the latter.
34. Finally, having considered the above, the Single Judge subsequently directed his attention towards the request(s) of the Respondent, which *inter alia* petitioned for the suspension of the present disciplinary proceedings pending the outcome, and any resulting further proceedings of, the Frosinone appeal.

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<sup>1</sup> CAS 2010/A/2144 - par. 46 ff.

<sup>2</sup> CAS 2018/A/5779; CAS 2016/A/4402; CAS 2014/A/3533; CAS 2005/A/957.

35. In this regard, the Single Judge recounted, as outlined *supra*, that by means of the CAS Award, the CAS dismissed the appeal lodged by the Respondent and confirmed the decision passed by the Single Judge of the FIFA Players' Status Committee on 16 June 2020.
36. In this respect, the Single Judge observed that the deadline stipulated for payment by the Respondent to the Claimant within the confirmed decision passed by the Single Judge of the FIFA Players' Status Committee on 16 June 2020 is clear, the Respondent having been granted 30 days for payment as from the date of the notification in accordance with point 2. - such deadline beginning to run as from 19 August 2021 - the date upon which the CAS Award confirming the decision of the Players' Status Committee was passed.
37. In this context, the Single Judge wished to emphasise that neither the confirmed decision of the Player's Status Committee, nor the enforceable CAS Award, include a provision by means of which the suspension of the present proceedings may be accommodated, and that neither, as been determined *supra*, are the Respondent's financial difficulties an adequate basis upon which to justify the fact that the amounts due to the Claimant by the Respondent in accordance with the CAS Award have not been paid.
38. As such, in view of all of the above, the Single Judge was settled in his opinion that there was no reasonable and/or convincing basis upon which the Respondent's request for the suspension of the present proceedings should be granted.
39. Having demonstrated the aforementioned, the Single Judge observed that subsequent to the opening of the disciplinary proceedings against the Respondent, the latter did not provide any proof of payment. Similarly, the Claimant did not confirm the receipt of the outstanding amounts.
40. Against this background, the Single Judge concluded that the Respondent had failed to pay to the Claimant the outstanding amounts due to it in accordance with the CAS Award and was therefore in breach of art. 15 FDC.
41. As a result, the Respondent is considered guilty of non-compliance with a financial decision under the terms of art. 15 of the FDC.

## II. Summary

42. In view of the foregoing, the Single Judge concluded that the Respondent, by its conduct as described above, violated art. 15 of the FDC.
43. Therefore, the Single Judge considered that the Respondent is to be sanctioned for the abovementioned violation.

## III. The determination of the sanction

44. With regard to the applicable sanctions, the Single Judge observed in the first place that the Respondent is a legal person, and as such could be subject to the sanctions described under art. 6 par. 1 and 3 of the FDC.

45. In these circumstances, the Single Judge underlined that the fine to be imposed under the above-referenced art. 15 par. 1 a) of the FDC in combination with art. 6 par. 4 of the FDC shall range between CHF 100 and CHF 1,000,000.
46. This being established, it is emphasized that the Respondent withheld the amounts unlawfully from the Claimant. Even FIFA's attempts to urge the Respondent to fulfil its financial obligations failed to induce it to pay the total amounts due.
47. In view of all the circumstances pertaining to the present case and by taking into account the outstanding amounts, the Single Judge regarded a fine amounting to CHF 20,000 as appropriate. This amount complies with the Committee's established practice, namely to the fines imposed in cases in which similar amounts were due.
48. In application of art. 15 par. 1 b) of the FDC, the Single Judge considered a final deadline of 30 days as appropriate for the amounts due to be paid to the Claimant.
49. In accordance with art. 15 par. 1 c) of the FDC, the Respondent is hereby warned and notified that, in the case of default within the period stipulated, a transfer ban (at national and international level) will be automatically imposed until the complete amounts due are paid. A deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences, or serious infringements or if no full transfer could be imposed or served for any reason.
50. For the sake of good order, the Swiss Football Association is hereby reminded of its obligation to automatically implement the transfer ban upon expiry of the final deadline without having received any proof of payment from the Respondent. In this respect, and for the sake of clarity, the Swiss Football Association is referred to art. 34 of the FDC in what concerns the calculation of time limits. Should the Swiss Football Association fail to automatically implement said sanction and provide the secretariat to the FIFA Disciplinary Committee with the relevant proof of implementation of the transfer ban at national level, disciplinary proceedings – which may lead to an expulsion from all FIFA competitions – may be opened against it.

#### **IV. DECISION OF THE DISCIPLINARY COMMITTEE**

- 1. FC Chiasso is found responsible for failing to comply in full with the award issued by the Court of Arbitration for Sport on 19 August 2021 (CAS 2020/A/7593).**
- 2. FC Chiasso is ordered to pay to Club NAC Breda BV as follows:**
  - **EUR 399,000 plus 5% *p.a.* as from 31 July 2018;**
  - **CHF 4,000 as contribution for legal fees and other expenses incurred in connection with the arbitration proceedings.**
- 3. FC Chiasso is granted a final deadline of 30 days as from notification of the present decision in which to settle said amount. Upon expiry of the aforementioned final deadline and in the event of persistent default or failure to comply in full with the decision within the period stipulated, a transfer ban will be pronounced until the complete amount due is paid or the non-financial decision is complied with. The transfer ban will be implemented automatically at national and international level by the Swiss Football Association and FIFA respectively, without a further formal decision having to be taken nor any order to be issued by the FIFA Disciplinary Committee or its Secretariat. In addition, a deduction of points or relegation to a lower division may also be ordered in addition to a transfer ban in the event of persistent failure, repeated offences or serious infringements or if no full transfer could be imposed or served for any reason.**
- 4. FC Chiasso is ordered to pay a fine to the amount of CHF 20,000. The fine is to be paid within 30 days of notification of the present decision.**

FÉDÉRATION INTERNATIONALE  
DE FOOTBALL ASSOCIATION



**Mr. Lord Veehala**

Member of the FIFA Disciplinary Committee

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### **NOTE RELATING TO THE LEGAL ACTION:**

According to art. 64 par. 5 of the FDC and art. 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. 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.

### **NOTE RELATING TO THE PAYMENT OF THE AMOUNT DUE:**

As a member of FIFA, the Swiss Football Association is reminded of its duty to implement this decision and provide FIFA with proof that the transfer ban has been implemented at national level. If the Swiss Football Association does not comply with this decision, the FIFA Disciplinary Committee will decide on appropriate sanctions on the member. This can lead to an expulsion from FIFA competitions.

The Respondent, FC Chiasso, is directed to notify the Secretariat to the FIFA Disciplinary Committee as well as the Swiss Football Association of every payment made and to provide the relevant proof of payment.

The Creditor, Club NAC Breda BV, is directed to notify the Secretariat to the FIFA Disciplinary Committee as well as the Swiss Football Association of every payment received.

### **NOTE RELATING TO THE BAN FROM REGISTERING NEW PLAYERS:**

The transfer ban shall cover all men eleven-a-side teams of the Respondent – first team and youth categories –. The Respondent shall be able to register new players, either nationally or internationally, only upon the payment to the Creditor of the total outstanding amount. In particular, the Respondent may not make use of the exception and the provisional measures stipulated in article 6 of the Regulations on the Status and Transfer of Players in order to register players at an earlier stage.

### **NOTE RELATING TO THE PAYMENT OF THE FINE:**

Payment can be made either in Swiss francs (CHF) to account no. 0230-325519.70J, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH85 0023 0230 3255 1970 J or in US dollars (USD) to account no. 0230-325519.71U, UBS AG, Bahnhofstrasse 45, 8098 Zurich, SWIFT: UBSWCHZH80A, IBAN: CH95 0023 0230 3255 1971 U, with reference to case number above mentioned.