FIFA FOOTBALL TRIBUNAL

Decision of the Dispute Resolution Chamber

passed on 11 July 2024

regarding an employment-related dispute concerning the player Srdjan Spiridonovic

COMPOSITION:

Lívia SILVA KÄGI (Brazil), Deputy Chairwoman
Mario FLORES CHEMOR (Mexico), member
Michele COLUCCI (Italy), member

CLAIMANT:

Srdjan Spiridonovic, Austria
Represented by Spf Nezavisnot

RESPONDENT:

Salmiya SC, Kuwait
Represented by Pedro Macieirinha

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I. Facts of the case

1. On 27 January 2024, the Austrian player Srdjan Spiridonovic (hereinafter: *the Claimant* or *the player*) and the Kuwaiti club Salmiya SC (hereinafter: *the Respondent* or *the club*) concluded an employment contract, valid from 30 January 2024 until 31 May 2025 (hereinafter: *the Contract*).

2. The Claimant and the Respondent shall hereinafter be jointly referred to as *the parties*.

3. In accordance with art. 4 of the Contract, the Respondent undertook to pay to the Claimant *inter alia* the following remuneration:

   - USD 30,000 as a sign-on fee;
   - USD 24,000 as a monthly salary from February 2024 until June 2024;
   - USD 50,000 as one-time payment on 31 July 2024;
   - USD 25,000 as monthly remuneration from August 2024 until May 2025

4. Besides, the same art. 4 reads: "*The [Respondent] has the right to unilaterally terminate the Contract after the end of the season 2023/2024*".

5. Furthermore, pursuant to art. 9 of the Contract, the Claimant would be entitled to a round-trip economy class flight ticket to and from Austria.

6. In continuation, under art. 19 of the Contract, the parties agreed that "*where the player is found guilty of misbehavior or violation of the club's status… the club shall have the right to impose the penalties in conformity to the nature of violations or misbehavior…*"

7. On 17 February 2024, the Respondent requested the Claimant to be provided with the details of the latter's bank account in order to proceed with the relevant payments stipulated under the Contract.

8. Via e-mail dated 18 February 2024, the Claimant communicated his bank account details to the Respondent. Contextually, the Claimant put the Respondent in default of USD 30,000 as outstanding sign-on fee.

9. On the same day, the Respondent sent a letter to the Claimant, accusing the latter of gross misbehaviors and breach of contract.

10. In this respect, the Respondent informed the Claimant that a disciplinary proceeding would be initiated against the latter on the basis of art. 19 of the Contract. Accordingly, the Respondent requested the Claimant to provide his defensive statement within the following two days.

11. Via letter dated 20 February 2024, the Claimant rejected the Respondent's position and informed the latter that he would not participate in the disciplinary proceeding, as he considered it to be a bogus procedure fabricated by the Respondent in order to justify the premature termination of the Contract.

12. On the same date, the Respondent sent an email to the Claimant including a copy of the FIFA Bank Account Registration Form (BARF) and asked the Claimant to fill it out. In this context, the Respondent also asked the Claimant to hand over his passport in order to start the relevant administrative procedures for the registration of the Claimant as resident in Kuwait.

13. On 24 February 2024 the Claimant sent another letter to the Respondent, lamenting his exclusion from the rest of the team in breach of the Respondent's contractual obligations and thus demanding to be reinstated with immediate effect.

14. On the same date, the Respondent replied to the Claimant arguing having demoted the latter due to the ongoing disciplinary proceedings, for which a decision would be passed by the Respondent's board by 28 February 2024.

15. By correspondence dated 29 February 2024, the Claimant put the Respondent in default of payment of USD 54,000 plus KWD 400 and requested once again his immediate reinstatement with the team. In this context, the Claimant also pleaded to be granted at least one day off to rest as the Respondent had forced him to train uninterruptedly for 10 consecutive days.

16. On the same date, the Respondent informed the Claimant that he would not be granted any day off due to the need for maintaining an optimal physical condition.

17. Contextually, the Respondent notified the Claimant of having imposed a reduction of 50% of his salary as result of the decision of the relevant disciplinary proceeding conducted against the latter. Furthermore, the Respondent informed the Claimant that the employment relationship would be terminated at the end of the season 2023/2024 based on art. 4 of the Contract.

18. In this respect, the Respondent also informed the Claimant that he had a term of 10 days to appeal the mentioned decision but that he would be re-integrated in the team only in case of non-appeal.

19. On 4 March 2024, the Claimant informed the Respondent that he did not recognize the validity of the decision passed by the latter for not respecting the principles of impartiality and fair process. Furthermore, the Claimant put the Respondent in default once again of USD 54,000 plus KWD 400 and granted 5 days to remedy the default. Finally, the Claimant urged once again the Respondent to be granted one day off to rest.

20. On 5 March 2024, the Respondent informed the Claimant that he had to train alone until the terms for the appeal had been expired or upon acceptance of the relevant disciplinary decision.

21. On 14 March 2024, the Claimant sent a letter to the Respondent complaining that none of his previous requests had been satisfied, namely that he had remained excluded from the rest of the team, his outstanding amounts had remained unpaid and his working visa had not been processed nor his passport returned.

22. On 20 March 2024, the Claimant granted the Respondent a final deadline of 3 days in order to remedy all the alleged breaches, warning the latter that in the negative he would have reserved his right to terminate the Contract with just cause.

23. On 26 March 2024, the Claimant notified the Respondent of the unilateral termination of the Contract and flew away from Kuwait at his own expenses.

II. Proceedings before FIFA

24. On 5 April 2024, the Claimant filed the claim at hand before FIFA. A brief summary of the position of the parties is detailed in continuation.

a. Position of the Claimant

25. According to the Claimant, the Respondent initiated a fictitious disciplinary procedure with the aim of punishing the player and forcing him to terminate the Contract.

26. In this respect, the Claimant argued having not been granted the actual right to be heard as the alleged proceeding had not been regulated under the Contract nor under any other document provided to the Claimant at the beginning of the employment relationship.

27. In this context, the Claimant also lamented having been forced to train alone for 35 days without any rest.

28. On top of the above, the Claimant also stated that the Respondent failed to comply with its financial obligations under the Contract, namely the sign-on fee and his salary of February 2024 as well as the relevant allowances.

29. Finally, the Claimant affirmed that the Respondent withheld his passport for several days and did not complete the necessary procedures for the issuance of the relevant visa in favour of the player.

30. The Claimant therefore argued having had just cause to terminate the Contract on 26 March 2024.

31. The requests for relief of the Claimant, accordingly, were the following:

a) "USD 30,000 as outstanding remuneration, which was supposed to be paid on 27 January 2024, in accordance with the Contract, Art. 4, with 5% interest as of 27 January 2024;

b) USD 24,000 as outstanding remuneration for February 2024, which was supposed to be paid until 29 February 2024, in accordance with the Contract, Art. 4, with 5% interest as of 29 February 2024;

c) USD 20,129 as outstanding remuneration for 26 days in March 2024, in accordance with the Contract, Art. 4, with 5% interest as of 26 March 2024 (26 days in March 2024, USD 24,000:31 days = USD 774,19 per day);

d) USD 3,871 as compensation for 5 days in March 2024, for the period 26 March 2024 until 31 March 2024, in accordance with the contract, Art. 4, (5 days in March 2024, USD 24,000:31 days = USD 774,19 per day);

e) USD 72,000 as compensation for the season 2023/24, from the period April 2024 - June 2024, three salaries per USD 24,000, in accordance with the contract, Art. 4;

f) USD 300,000 as compensation for the season 2024/25, from the period August 2024 - May 2025, ten salaries per USD 25,000, plus USD 50,000 which was supposed to be paid on 31 July 2024, in accordance with the contract, Art. 4;

g) Six salaries per USD 25,000, given that there were not only outstanding salaries but circumstances that are considered egregious given the exclusion of training, the non-issuance of the visa, did not get a day off work for 35 days in a row and the fact that the player was falsely accused of racism;

h) *EUR 403,65 in accordance with the Contract, Article 9*".

b. Position of the Respondent

32. In its reply, the Respondent argued having not violated the Contract but rather having reacted to the gross misconduct held by the Claimant during the employment relationship.

33. In this context, the Respondent held that the disciplinary proceeding initiated against the Claimant was conducted in line with the club's disciplinary regulations and contractual provisions, which the Claimant was aware of since the start of the contractual relationship.

34. Accordingly, the Respondent pleaded that 50% of the amount claimed by the player shall be deducted as result of the decision passed on 29 February 2024.

35. In this context, the Respondent also acknowledged that the Claimant was forced to train alone for the entire duration of the disciplinary investigation and proceeding, without a day off. The Respondent however affirmed that the responsibility of such a decision was of its technical staff only and it was based on the assumption that reinstating the player would have damaged the rest of the team due to the latter's bad attitude and alleged racist conducts.

36. In conclusion, the Respondent requested to reject the claim based on the absence of any violations by the club.

37. Subsidiarily, with regard to the outstanding payments claimed by the player, the Respondent stated that the disciplinary proceeding was not related to said topic and on the contrary the club has proven its good faith and intention to pay by asking twice for the Claimant's banking account details.

38. Furthermore, as to the compensatory amount demanded by the Claimant, the Respondent argued having been entitled to terminate the Contract after the end of the season 2023/2024 based on art. 4 of the same employment agreement. The Respondent therefore pleaded to reduce the amount payable to the Claimant as compensation, if any, to the residual value of the Contract until 30 June 2024.

III. Considerations of the Dispute Resolution Chamber

a. Competence and applicable legal framework

39. First of all, the Dispute Resolution Chamber (hereinafter also referred to as *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 April 2024 and submitted for decision on 11 July 2024. Taking into account 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.

40. Subsequently, the members of 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 lit. b) of the

Regulations on the Status and Transfer of Players (June 2024 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 an Austrian player and a club from Kuwait.

41. 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 par. 1 and 2 of the Regulations on the Status and Transfer of Players (June 2024 edition), and considering that the present claim was lodged on 5 April 2024, the February 2024 edition of said regulations (hereinafter: *the Regulations*) is applicable to the matter at hand as to the substance.

b. Burden of proof

42. 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

43. Its competence and the applicable regulations having been established, 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 the assessment of the matter at hand.

i. Main legal discussion and considerations

44. The foregoing having been established, the Chamber moved to the substance of the matter, and took note of the fact that the parties strongly dispute whether the Claimant would have just cause to terminate the employment contract on 26 March 2024.

45. In particular, the Chamber noted that according to the Respondent, the Claimant was the author of several misconducts which eventually led to the opening of a disciplinary proceeding and the imposition of sanctions on the player. On the contrary, the Chamber observed that the Claimant argues having never committed any contractual breach but rather having been victim of a gross abusive conduct by the Respondent to the extent that the premature termination of the Contract was the only available mean of relief for the

player. In this respect, the Chamber also noted that according to the Claimant, the Respondent failed to pay the relevant sign-on fee and one salary under the Contract.

46. In this context, given the Player's allegations regarding the existence of outstanding remuneration, the Chamber acknowledged that its first task was to determine, based on the evidence presented by the parties, whether the claimed amounts had in fact remained unpaid by the Respondent and, if so, whether the formal pre-requisites of art. 14bis of the Regulations had in fact been fulfilled.

47. The Chamber therefore referred to the wording of art. 14bis par. 1 of the Regulations, in accordance with which, if a club unlawfully fails to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s).

48. The Chamber noted that the Claimant claims having not received his remuneration corresponding to the sign-on fee stipulated under art. 4 of the Contract nor the salary due for the month of February 2024, in the total amounts of USD 54,000. Furthermore, the Chamber noted that the Claimant has provided written evidence of having put the Respondent in default on 29 February 2024, i.e. at least 15 days before unilaterally terminating the contract on 26 March 2024.

49. The Chamber also noted that in the case at hand the Respondent bore the burden of proving that it indeed complied with the financial terms of the contract concluded between the parties. In this respect, the Chamber considered that the underlying question was indeed whether the Respondent would have had the right to suspend or reduce the relevant payments in favour of the Claimant based on the disciplinary proceedings allegedly conducted against the latter.

50. In view of the foregoing, the Chamber referred to art. 13 par. 5 of the Procedural Rules, according to which a party that asserts a fact has the burden of proving it and went on to analyse the documentation provided by the parties in support of their allegations. In this respect, the Chamber noted that the club submitted copy of the several warning letters addressed to the player as well as the relevant decision passed by the disciplinary board of the club and the subsequent sanctions.

51. The Chamber however noted that the Respondent failed to provide any evidence of the violations allegedly committed by the Claimant, nor it appears having facilitated the latter with any indication regarding the criteria adopted by the board for conducting the relevant investigation nor for the application of the respective sanctions.

52. The Respondent's decision to reduce the Claimant' salary appears therefore unlawful to the Chamber's eye, thus it shall be disregarded by the latter.

53. The Chamber felt comforted with its conclusion also considering that the Player consistently denied having committed any conduct which would constitute a breach of contract.

54. Accordingly, the Chamber assessed that, at the time of the termination, the Claimant was actually entitled to the total amount of USD 54,000, which corresponds to more than two salaries under the Contract, hence the DRC concluded that the Claimant had a just cause to unilaterally terminate the Contract, based on art. 14bis of the Regulations.

55. In addition to the foregoing, the Chamber wished also to emphasize that the behaviour of the club, consisting of hindering trainings, threats, harassment and unjustified reduction of the employment relationship was clearly and deliberately abusive. In particular, the Chamber observed that the Respondent demoted and excluded the Claimant from the rest of the team without any apparent justification or proof of the latter's alleged violations and, in addition, it acknowledged having imposed an uninterrupted training regime on the player, in breach of the most basic rules on working conditions.

56. In this context, the Chamber referred to the specific wording of art. 14 par. 2 of the Regulations, according to which *"any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause"*.

57. Conversely, the Chamber took note of the evidence provided by the player, showing that he consistently and in good faith tried to contact the club and be allowed to comply with the terms of the employment contract. In this context, the Chamber concluded that the circumstances of the present case are in line with art. 14 par. 2 of the Regulations and therefore the player would have a further just cause to terminate the contract, due to the abusive conduct of the club.

ii. Consequences

58. Having stated the above, the members of the Chamber turned their attention to the question of the consequences of such unjustified breach of contract committed by the Respondent.

59. The Chamber observed that the outstanding remuneration at the time of termination, coupled with the specific requests for relief of the player, are equivalent to more than 2 salaries under the contract, amounting to USD 54,000.

60. Furthermore, for the sake of good order, the Chamber decided that also the player' salary for March 2024 shall be computed within the outstanding remuneration due the fact that the relevant termination occurred in proximity of the end of the said month.

61. As a consequence, and in accordance with the general legal principle of *pacta sunt servanda*, the Chamber decided that the Respondent is liable to pay to the Claimant the amounts which were outstanding under the contract at the moment of the termination, i.e. USD 78,000.

62. In addition, taking into consideration the Claimant's request as well as the constant practice of the Chamber in this regard, the latter decided to award the Claimant interest at the rate of 5% p.a. on the outstanding amounts as from the relevant due dates until the date of effective payment.

63. In continuation, the Chamber took note of the player's request regarding the reimbursement of EUR 403.65 as price of the flight ticket paid by the latter to fly from Kuwait to Austria on 26 March 2024.

64. In this context, the Chamber recalled that according to art. 9 of the Contract, the club undertook to pay the player a round-trip economy class flight ticket to and from Austria.

65. In this respect, the Chamber wished to emphasize that based on the assessed duty by the club to provide the player with the said benefit, any sum paid by the player in order to access the same benefit contractually owed by the club must then be reimbursed by the latter as outstanding amount in accordance with the general legal principle of *pacta sunt servanda*,

66. As a consequence, the Chamber decided that the club is liable to pay to the player the amount of EUR 403.65 as reimbursement of the flight expenses effectively incurred.

67. Having stated the above, the Chamber turned to the calculation of the amount of compensation payable to the player by the club in the case at stake. In doing so, the Chamber firstly recapitulated that, in accordance with art. 17 par. 1 of the Regulations, the amount of compensation shall be calculated, in particular and unless otherwise provided for in the contract at the basis of the dispute, with due consideration for the law of the country concerned, the specificity of sport and further objective criteria, including in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, and depending on whether the contractual breach falls within the protected period.

68. In application of the relevant provision, the Chamber held that it first of all had to clarify as to whether the pertinent employment contract contained a provision by means of which the parties had beforehand agreed upon an amount of compensation payable by the contractual parties in the event of breach of contract. In this regard, the Chamber established that no such compensation clause was included in the employment contract at the basis of the matter at stake.

69. As a consequence, the members of the Chamber determined that the amount of compensation payable by the club to the player had to be assessed in application of the other parameters set out in art. 17 par. 1 of the Regulations. The Chamber recalled that said provision provides for a non-exhaustive enumeration of criteria to be taken into consideration when calculating the amount of compensation payable.

70. Bearing in mind the foregoing as well as the claim of the player, the Chamber proceeded with the calculation of the monies payable to the player under the terms of the contract from the date of its unilateral termination until its end date. Consequently, the Chamber concluded that the amount of USD 372,000 (i.e. the residual value) serves as the basis for the determination of the amount of compensation for breach of contract.

71. In continuation, the Chamber verified as to whether the player had signed an employment contract with another club during the relevant period of time, by means of which he would have been enabled to reduce his loss of income. According to the constant practice of the DRC as well as art. 17 par. 1 lit. ii) of the Regulations, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of compensation for breach of contract in connection with the player's general obligation to mitigate his damages.

72. Indeed, the Chamber noted that the player remained unemployed since the unilateral termination of the contract.

73. The Chamber therefore referred to art. 17 par. 1 lit. ii) of the Regulations, according to which, in case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.

74. Consequently, on account of all of the above-mentioned considerations and the specificities of the case at hand, the Chamber decided that the club must pay the amount of USD 372,000 to the player, which was the residual value of the contract.

75. Lastly, taking into consideration the player's request as well as the constant practice of the Chamber in this regard, the latter decided to award the player interest on said compensation at the rate of 5% p.a. as of 26 March 2024 until the date of effective payment.

iii. Sporting sanctions

76. In continuation, the Chamber recalled that under art. 17 par. 4 of the Regulations, in addition to the obligation to pay compensation, sporting sanctions shall be imposed on any club found to be in breach of contract or found to be inducing a breach of contract during the protected period.

77. As to the protected period, this is defined in the Regulations as "*a period of three entire seasons or three years, whichever comes first, following the entry into force of a contract, where such contract is concluded prior to the 28th birthday of the professional, or two entire seasons or two years, whichever comes first, following the entry into force of a contract, where such contract is concluded after the 28th birthday of the professional*".

78. In the present case, the player was 30 years old when he signed the employment agreement, which took place on 27 January 2024. As such, the Chamber confirmed that since the termination of the contract occurred on 26 March 2024, it took place within the protected period.

79. At the same time, the DRC recalled that the club breached the contract without just cause. As such, and by virtue of art. 17 par. 4 of the Regulations, the Chamber decided that the Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision. The Chamber underlined that such sanction was clearly merited in the present matter due to the blatant breach of contract committed by the respondent, which took place in the Contract's very early stages. The Chamber also put particular weight in the respondent's clear – and in fact acknowledged – abusive conduct consisting in (i) conducting an arbitrary and unfair disciplinary proceeding against the player; (ii) forcing the player to train alone and uninterruptedly for 35 consecutive days; (iii) threatening the player that his demotion would be solved only in case of acceptance of the relevant club's decision to reduce his salary and to prematurely terminate the Contract at the end of the season; and (iv) retaining his passport.

80. The DRC was of the unanimous opinion that such disregard and neglect of a club towards its players has no place in professional football and shall be penalised accordingly. On this note, the DRC remarked that the wording of the Regulations allows it a significant degree of discretion to apply sporting sanctions on every case where the conditions of art. 17 par. 4 of the Regulations are met , that is, even if the Respondent is not deemed as a repeated offender, which is only a factor taken into account by the DRC when deciding whether to impose sporting sanctions on a club – a faculty the Chamber is prepared to use given the serious circumstances of the matter at hand.

81. Indeed, the DRC wished to underline that, as confirmed by the CAS on various occasions (e.g. CAS 2014/A/3754 and CAS 2017/A/5056, 5069), the DRC's policy to not impose sporting sanctions in every single case where it has the power to do so, does not mean that it cannot impose them in other situations where the prerequisites of art. 17 par. 4 are fulfilled and the circumstances so warrant, such as *in casu*. Art. 17 par. 4 is sufficiently clear to fully respect the principles of legality and predictability, which require that the connection between the incriminated behaviour and the sanction must be clearly and previously defined by law. Put differently, players and clubs must be aware – and are indeed put in a position to be aware –that to breach a contract within the protected period

may lead to sporting sanctions being imposed by the DRC, especially when the relevant breach is so blatant and unjustified as in the matter at hand.

82. For the sake of completeness, the Chamber recalled that in accordance with article 24 par. 3 lit. a) of the Regulations, the consequences for failure to pay relevant amounts in due time may be excluded where the Football Tribunal has imposed a sporting sanction based on article 17 in the same case. Consequently, the Chamber confirmed that the consequences for failure to pay relevant amounts in due time envisaged by art. 24 of the Regulations were excluded in the present matter, and that should the Respondent fail to timely comply with this decision, it would be for the FIFA Disciplinary Committee to adopt the necessary measures in accordance with the FIFA Disciplinary Code.

d. Costs

83. 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.

84. 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.

85. 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, Srdjan Spiridonovic, is partially accepted.

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

   - **USD 78,000 as outstanding remuneration** plus interest *p.a.* as follows:
   - 5% interest p.a. over the amount of USD 30,000 as from 28 January 2024 until the date of effective payment;
   - 5% interest p.a. over the amount of USD 24,000 as from 1 March 2024 until the date of effective payment;
   - 5% interest p.a. over the amount of USD 24,000 as from 26 March 2024 until the date of effective payment;

   - **USD 372,000 as compensation for breach of contract without just cause** plus 5% interest *p.a.* as from 26 March 2024 until the date of effective payment;

   - **EUR 403.65 as reimbursement of flight expenses.**

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. The Respondent shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.

6. If full payment (including all applicable interest) is not made **within 30 days** of notification of this decision, the present matter shall be submitted, upon request of the Claimant, to the FIFA Disciplinary Committee.

7. This decision is rendered without costs.

For the Football Tribunal:

Emilio García Silvero
Chief Legal & Compliance Officer

NOTE RELATED TO THE APPEAL PROCEDURE:

According to article 57 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).

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