



PRESS RELEASE

FOOTBALL

CASE FC SION / EL-HADARY / FIFA / AL-AHLY SPORTING CLUB : THE COURT OF ARBITRATION FOR SPORT (CAS) REDUCES THE FINANCIAL COMPENSATION DUE TO THE EGYPTIAN CLUB

Lausanne, 1 June 2010 - The Court of Arbitration for Sport (CAS) has rendered its final decision in the arbitration between FC Sion (Switzerland), the Egyptian football player Essam El-Hadary, the Fédération Internationale de Football Association (FIFA) and the Egyptian football club Al-Ahly Sporting Club. The CAS has stated that the appeal of FC Sion Association (amateur club) was inadmissible. The appeal of Essam El-Hadary has been partially upheld and the CAS has reduced the financial compensation for breach of contract, which was initially fixed at EUR 900'000 by FIFA, to an amount of USD 796'500. However, the sporting sanction imposed on the player (four months suspension) is confirmed.

In June 2008, the club Al-Ahly filed a claim at FIFA to argue that Essam El-Hadary had breached his contract unilaterally and that FC Sion had induced the player to act in that way. The Egyptian club requested FIFA to impose sanctions and to order a financial compensation in its favour. On 16 April 2009, the FIFA Dispute Resolution Chamber (DRC) ordered Essam El-Hadary to pay the amount of EUR 900'000 to Al-Ahly and decided that the "Swiss club FC Sion" be jointly liable for such payment. Furthermore, the FIFA DRC imposed a four-month suspension against the player and prevented the FC Sion (generic term) from registering any new players, either nationally or internationally, for the next two transfer periods.

On 18 June 2009, the FC Sion Association, on one hand, and Essam El-Hadary, on the other hand, each filed an appeal with the CAS in order to request the annulment of the FIFA decision. Both Appellants requested that the execution of the FIFA decision be stayed until the end of the arbitration procedure. These requests were granted by the CAS on 7 July 2009. The case was then referred to a Panel of CAS arbitrators composed of Prof. Massimo Coccia, Italy (President), Mr Olivier Carrard, Switzerland and Prof. Ulrich Haas, Germany. A hearing took place in Lausanne on 9 December 2009 during which the parties, their legal representatives and their witnesses were heard.

The CAS Panel has first stated that FC Sion Association did not have standing to appeal the FIFA decision before the CAS, considering that said association lacked legal interest to do so. Indeed, the examination of the procedure conducted before FIFA has shown that 1) FC Sion/Olympique des Alpes SA (professional club) was designated in the claim of Al-Ahly and that 2) FC Sion/Olympique des Alpes SA was willing to act in the FIFA procedure, in accordance with the mandate that the club had given to its legal advisor. Therefore, even if FIFA used a generic term to designate the club purchasing Essam El-Hadary, there is no doubt for the

CAS that the club concerned by this matter and party to the procedure before FIFA was FC Sion/Olympique des Alpes SA. As FC Sion/Olympique des Alpes SA did not file an appeal against the FIFA decision, the club remains bound by such decision.

After examination of the circumstances of the breach of contract between Essam El-Hadary and Al-Ahly, the CAS Panel has fixed the financial compensation due by the player to his former club at USD 796'500.--. This amount has been fixed taking into account several criteria, the most important one being the evaluation of the transfer fee Al-Ahly was deprived of because of the breach of contract by the player. FC Sion/Olympique des Alpes SA being jointly liable for the payment of that amount, it benefits indirectly from the reduction. Furthermore, the four-month suspension, which has not yet been served by the player, will come into effect at the beginning of the next season.