



TAS / CAS

TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11523 Al Fayha Football Club v. Vuk Rašović

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

President: Mr. Jordi **López Batet**, Attorney-at-Law, Barcelona, Spain
Arbitrators: Mr. James **Drake KC**, Barrister, London, United Kingdom
Dr. Anna **Bordiugova**, Attorney-at-Law, Kyiv, Ukraine

in the arbitration proceedings between

Al Fayha Football Club, Saudi Arabia

Represented by Mr. Ali Abbes and Mr. Mohamed Rokbani, Attorneys-at-Law, Global Sport Consulting, Monastir, Tunisia

-Appellant-

Mr. Vuk Rašović, Serbia

Represented by Mr. Kiryl Maleyeu, Attorney-at-Law, Minsk, Belarus

-Respondent-

I. THE PARTIES

1. Al Fayha Football Club (“Al Fayha”, the “Club” or the “Appellant”) is a Saudi football club affiliated with the Saudi Arabia Football Federation (“SAFF”), which in turn is registered with the *Fédération Internationale de Football Association* (“FIFA”).
2. Mr. Vuk Rašović (“Mr. Rašović”, the “Coach” or the “Respondent”) is a Serbian football coach who rendered services for the Club.
3. The Appellant and the Respondent will be hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND AND THE PROCEEDINGS OF FIRST INSTANCE

4. Below is a summary of the main relevant facts, as established based on the Parties’ written submissions and the evidence taken in the proceedings. This background is set out for the sole purpose of providing a synopsis of the matter in dispute. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in its Award only to the submissions and evidence it considers necessary to explain its reasoning.

A. Background Facts

5. On 20 June 2021, Al Fayha and Mr. Rašović entered into an employment contract (the “Contract”) from July 2021 to June 2023.
6. Clauses 4 and 5 of the Contract in the pertinent part read as follows:

“Clause four (Coach's rights; Remuneration, bonuses and benefits)

4.1. In consideration for the services to be provided by the [Coach] under this contract, the Coach shall be entitled to receive from the Club the total amount of US\$ 1.704.000 (one million and seven hundred thousand and four thousands United States Dollars) for the two sport seasons, free of any taxes or charges (the "remuneration") that shall be paid by the club as the following:

4.1.1. US\$ 240.000 (two hundred and forty thousand United States Dollars) shall be paid in advance, until 30 days before the team's first match of 2021-2022 season, by transfer to the Coach's Bank account [...]

4.1.2. US\$ 240.000 (two hundred and forty thousand United States Dollars) shall be paid in the beginning of the second season, until 30 days before the team's first match of 2022-2023 season, by transfer to the Coach's Bank account [...]

4.1.3. 1.224.000 US\$ that shall be paid by the Club in equal monthly and successive Instalments in the unitary amount of US\$ 51.000 (fifty one thousand hundred United States Dollars) on the last working day of every calendar month during this contract's term, beginning on the starting of the contract (the “monthly salaries”).

4.2. In addition to the coach remuneration, he will be entitled to the following bonuses:

a) match bonus in the amount correspondent to 100% (hundred percent) of the players bonuses that shall be paid within 15 (fifteen) days after the achievement of the respective objective.

[...]

F) All bonuses shall be paid within 15 (fifteen) days after the achievement of the respective objective.

[...]

4.7. The Club shall provide to the Coach 4 (four) weeks of holiday (leave) per year during the contract's term. The schedule of the holidays shall be mutually agreed between the Parties. In the absence of schedule, the Coach will be entitled to those holidays in the end of the season. During the Coach's holiday the Club will be obliged to pay his remuneration.

Clause five (contract's stability)

5.1 The Club and the Coach mutually and irrevocably has agreed to secure and guarantee the [Coach]'s remuneration for the 2021-2022 sport season. In line of this arrangements, the Coach is entitled to receive the minimal guaranteed remuneration under the contract in total amount of US\$ 852.000 (eight hundred fifty-two thousand united states dollar) net of taxes and charges, consisted of US\$ 240.000 as advance under point 4.1.1 of the contract and 12 (twelve) monthly salaries in amount of US\$ 51.000 each (the “**guaranteed remuneration**”).”

7. Clause 6 of the Contract provided the following in relation to its termination:

“Clause six (contract's termination)

6.1. This contract will terminate automatically, on the termination date.

6.2. Whereas the first year amount is fixed, then the second season of the contract which starts on 01/07/2022 and end on 30/06/2023, The club shall be permitted to terminate this employment contract prior to the termination date without any valid reason, provided that it pays to the coach within 7 (seven) days of such termination the net sum of US\$ 300.000 (three hundred thousand United States Dollars). In this case the coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.

6.3. Whereas the first year amount is fixed, then the second season of the contract which starts on 01/07/2022 and end on 30/06/2023, The coach shall also be permitted to terminate this employment contract prior to the termination, provided that it pays to the club within 7 (seven) days of such termination the net sum of US\$ 300.000 (three hundred thousand United States Dollars). In this case the club shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the coach, whatsoever.

6.4. In addition, if a party decides to terminate the contract unilaterally prior to the termination date for any reason within the first season which starts on 01/07/2021 and ends on 30/06/2022,

the party which decide that shall pay to the other party in full remaining amount of the guaranteed remuneration together with the net sum of US\$ 300.000 (three hundred thousand United States Dollars) as termination fee within 7 (seven) days of such termination. In this case the damaged party shall be considered fully compensated for all eventual damages caused by the early termination of the contract within the 2021- 2022 sport season and shall not have any demand or claim against the Club, whatsoever. The parties is obliged to conclude written termination agreement according to the above-mentioned conditions.

6.5. After termination of this employment contract (independently of it happening on the termination date, or earlier, by unilateral initiative of any of the Parties) the Club shall cancel immediately the Coach's visa and work permit, as well as the residency card IQAMA, in order to allow the Coach, leave the Kingdom of Saudi Arabia, with no kind of restrictions”.

8. On 17 November 2021, Mr. Rašović sent a notice of default to the Club claiming the payment of USD 240,000.
9. On 6 May 2022, the Club and the Coach signed an extension of the Contract’s duration for two additional seasons - i.e., 2023/2024 and 2024/2025 - in which they also modified the contractual economic conditions and the provisions on termination (the “First Amendment”). The First Amendment reads in the pertinent part as follows:

“2 - to amend point 4.1 (together with all sub paragraphs) and 4.5 of clause four (coach's right; remuneration, bonuses and benefits) of the contract and read it as follows:

4.1 In consideration for the services to be provided by the [Coach] under the contract, the Coach shall be entitled to receive from the Club for a total amount of US\$ 5.352.000 (five million three hundred and fifty-two thousand United States Dollars) free of any taxes or charges that shall be paid by the club as the following:

[...]

4.1.9. 3.600.000 US\$ (three million six hundred thousand United States Dollars) that shall be paid by the Club in equal 36 (thirty-six) monthly and successive instalments of US\$ 100.000 (one hundred thousand United States Dollars) on the last working day of every calendar month during the term of the contract from 01\07\2022 to 30\06\2025 (the “monthly salaries of 2022-2025”).

[...]

3 - to amend point 5.1 of clause five (contract stability) of the contract to read it as follows:

*5.1. the club and the coach mutually and irrevocably have agreed to secure and guarantee the [Coach]'s remuneration for the first three sport seasons (2021-2022, 2022-2023, 2023-2024). In line of the arrangement, the coach is entitled to receive the guaranteed remuneration under the contract in total of US\$ 3 852.000 (three million eight hundred and fifty-two thousand United States Dollars) net of taxes and charges (the “**guaranteed remuneration**”), consisting of payments as mentioned in points 4.1.1 - 4.1.6 of this contract, and 24 (twenty-four) monthly salaries of 2022 - 2024 in an amount of US\$ 100.000 each as per point 4.1.9 of the contract.*

4 - Due to the parties' decision and agreement to rearrange the liquidated damage clause, to amend points 6.2, 6.3 and 6.4 of clause six (contract termination) of the contract and read it as follows:

6.2. *Whereas the first three seasons amount are fixed, then the forth season of the contract which starts on 01/07/2024 and end on 30/06/2025, The club shall be permitted to terminate this employment contract prior to the termination date without any valid reason, provided that it pays to the coach within 45 (forty-five days) of such termination the net sum of US\$ 500.000 (five hundred thousand United States Dollars). In this case the coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.*

6.3. *Whereas the first three seasons amount is fixed, then the forth season of the contract which starts on 01/07/2024 and end on 30/06/2025, The coach shall also be permitted to terminate this employment contract prior to the termination, provided that it pays to the club within 45 (forty-five days) of such termination the net sum of US\$ 500 000 (five hundred thousand United States Dollars). In this case the club shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the coach, whatsoever.*

6.4. *In addition, if a party decides to terminate the contract unilaterally prior to the termination date for any reason within the first three seasons which starts on 01/07/2021 and ends on 30/06/2024, the party which decide that shall pay to the other party in full remaining amount of the guaranteed remuneration under the point 5.1 of this contract together with the net sum of US\$ 500.000 (five hundred thousand United States Dollars) as termination fee for the fourth season. In this case the damaged party shall be considered fully compensated for all eventual damages caused by the early termination of the contract within the 2021-2022, 2022-2023, 2023-2024 sports seasons and shall not have any demand or claim against the counter party, whatsoever. And on any case, the parties have agreed to set 45 (forty five days) as a fair deadline to settle and fix all payments related to the compensation of the unilateral termination from any party.”*

10. On 5 December 2022, the Coach sent a notice of default to the Club claiming outstanding remuneration in the amount of USD 450,000.
11. On 15 December 2022, the Coach sent another letter to the Club, regarding overdue payments in the amount of USD 450,000 and proposed an agreement to the Club to pay the amount due by 19 January 2023.
12. On 19 January 2023, the Coach wrote to the Club again regarding overdue payments in the amount of USD 550,000 and proposed an agreement to the Club to pay the amount due by 20 March 2023.
13. On 20 January 2023, the Club reaffirmed its commitment to meeting its financial obligations toward the Coach and accepted his payment proposal.
14. On 17 March 2023, Mr. Rašović sent a letter to the Club proposing a payment schedule for the amounts owed to him and requesting to be provided with an option (expressed as a “right”) to terminate the Contract at the end of the season 2023/2024 “without payment

of any additional compensation as exception from conditions set in points 6.3 and 6.4/ Clause six of the Contract [...]. Otherwise, he would start actions against the Club before FIFA. A draft of amendment to the Contract containing such termination option (the “Termination Option”) was attached to the letter sent by the Coach.

15. On 18 March 2023, the Club accepted the Coach's proposed draft of the amendment and signed it (the “Second Amendment”). In the letter to which the signed amendment was enclosed, the Club mentioned the following:

“[...]

Secondly, as conclusion of our above-mentioned introduction, we approved that we are ready to accept your new deadline of 30 June 2023 as a date to fix all payments related to the current season (salaries, down payment and bonus which has confirmed in our letter of 20 January 2023).

Thirdly, and on light of our exchanged cooperation, we inform you of our acceptance for your request to make an exception on the point 6.3 and 6.4 of clause SIX of the contract (in addition to appendix signed on 06 May 2022) that you (as a head coach of our football first team), you have the right to leave the club and terminate the contract on the end of 23-2024 sports season without payment of any additional compensation to the club.

Finally, as a result from our current discussion, please find attached a fully signed copy of the draft of the amendment of the contract appendix.”

16. The Second Amendment, in the pertinent part, reads as follows:

“6.5 As exception to the above, the Parties agreed that the Coach has a right to terminate the contract after season 2023-24, which starts on 01/07/2023 and ends on 30/06/2024, without obligation to pay any termination fee or compensation as below. For that purpose, the Coach is obliged to send written notification to the Club during next 15 (fifteen) days after this season end (namely, from 1 to 15 July 2024) about respective decision to terminate employment relationships. In such case, the Coach shall be considered as released from its obligations under the contract and the Club unconditionally and irrevocably confirms that waives its right to claim in future from the Coach any compensation, including pursuant to points 6.3 and 6.4 of this contract, for his decision to leave the Club. In addition, the Coach has a right to announce its decision to the Club's management before the season 2023/2024 end with following obligation to send written notification as specified above.

The Club recognizes legal force of this condition and shall execute it in good faith - for the sake of good order, the Parties will sign mutual termination agreement where all financial arrangements with respect to the Coach's severance payment to be specified, if applicable.”

17. On 30 March 2023, being requested by the Club, the Coach signed a letter, by which he confirmed that the Club had paid to him all amounts (wages, salaries, advanced payments, bonuses and other benefits as per his Contract), which fall due up until 31 December 2022.

18. From May 2023 to April 2024, the Club's delays in paying the Coach's remuneration continued.
19. On 9 May 2023, the Coach sent a default notice to the Club, requesting to be paid by 30 June 2023 USD 450,000 as payment under clause 4.1.4 of the Contract and monthly salaries for February, March and April 2023; and SAR 191,000 (approx. USD 51,000) as match bonuses for matches played in seasons 2021/22 and 2022/23). The Coach alerted the Club that in case of non-payment he would have terminated his contract with a just cause on 1 July 2023.
20. On 22 December 2023, the Coach sent a default notice to the Club, requesting to be paid by 8 January 2024 USD 250,000. The Coach reminded to the Club that in case of non-fulfilment he might terminate his Contract and file a complaint to the FIFA Football Tribunal.
21. On 26 December 2023, the Club paid to the Coach USD 150,000.
22. On 24 April 2024, the Coach sent a default notice to the Club, requesting to be paid by 4 May 2024 USD 150,000 as a payment under clause 4.1.6 of the Contract and SAR 135,000 as match bonuses for matches played in December 2023 – April 2024 (together approx. equal to USD 187,000). The Coach again reminded to the Club that in case of further delay he might terminate his Contract and file a complaint to the FIFA Football Tribunal.
23. On 28 May 2024, once season 2023/2024 had ended, the Coach left Saudi Arabia on vacation.
24. On 3 June 2024, Al Fayha sent an email to Mr. Rašović asking for his preferred flight to return to Saudi Arabia after holidays and requested him to provide his response by 8 June 2024.
25. On 6 June 2024, the Club recommended the Coach to provide *“a detailed report for the team local player's performance for the previous season of 2023-2024, in order to ensure the quality of preparing the squad and the required position for the next season of 2024-2025, having in consideration the numbers of the players which have been decreased to 25 players for the next season”*. The Club stated that it awaited the Coach's response *“in max of 72/h”*.
26. On 7 June 2024, Mr. Rašović sent a letter to the Club announcing his intention to exercise the Termination Option under clause 6.5 of the Contract as amended by the Second Amendment (the *“Termination Option”*) and proposed the Club to sign a mutual termination agreement which included the payment of USD 100,000 corresponding to his salary of June 2024 and of SAR 275,000 related to outstanding bonuses. If the proposed way of contractual termination was not accepted by the Club, the Coach stated that *“my team and I will have to strictly execute provisions for activating a termination option after season 2023/24 as stipulated by point 6.5 of the Contract in edition of the Appendix, i.e. within first 15 days after last season (from 1st to 15th of July 2024) the*

respective written notification about decision to terminate employment relationships to be send to the Club in due course”.

27. On 9 June 2024, Al Fayha responded to Mr. Rašović rejecting the termination and denouncing that the Club still had not received the technical report it had requested to the Coach. The Club also pointed out that the salary for June 2024 was not yet due and rejected categorically that the Coach had any unpaid bonuses.
28. On 12 June 2024, the Coach contested the Club’s contentions in its letter of 9 June 2024 and confirmed that he would send in due time a written notification of termination in accordance with clause 6.5 of the Second Amendment to the Contract.
29. On 17 June 2024, the Club *inter alia* insisted that Mr. Rašović was acting in bad faith and informed that it would start legal proceedings against him.
30. On 22 June 2024, Mr. Rašović reiterated his previous correspondence, particularly with regard to his right to exercise the Termination Option.
31. On 25 June 2024, the Club informed the Coach that he had breached the Contract without just cause and requested the payment of the “*valid and reciprocal liquidated damages clause*” agreed in the Contract within five days.
32. On 1 July 2024, Mr. Rašović sent to the Club a notice of termination of the Contract based on clause 6.5 of the Second Amendment. On the same day the Coach entered into a new employment agreement with the club Kalba FC, valid as from 1 July 2024 until 30 June 2026.

B. The proceedings before FIFA

33. On 10 July 2024, the Club filed a claim against the Coach before the FIFA Player Status Chamber (the “FIFA PSC” or the “PSC”) for breach of contract, asking the Coach to be ordered to pay Al Fayha a compensation in the amount of USD 500,000 net plus 5% interest from 1 July 2024.
34. On 12 August 2024, the Coach opposed to the claim and filed a counterclaim against the Club by virtue of which he requested the PSC to order Al Fayha to pay him the following amounts: (i) USD 100,000 net as outstanding salary for June 2024; (ii) SAR 275,000 net as outstanding bonus. Mr. Rašović also requested the Appellant being ordered to pay 5% interest *per annum* on each due amounts and that sanctions were imposed on the Club at the discretion of the PSC, if applicable.
35. On 17 September 2024, the Club submitted its answer to the counterclaim, in which it rejected all the Coach’s requests.
36. On 23 April 2025, the FIFA PSC issued its decision resolving the dispute between the Club and the Coach (the “Appealed Decision”), which operative part reads as follows:

“1. The claim of the Claimant / Counter-Respondent, Al Fayha Club, is rejected.

2. *The counterclaim of the Respondent / Counterclaimant, Vuk Rasovic, is partially accepted.*
3. *The Claimant / Counter-Respondent must pay to the Respondent / Counterclaimant the following amount(s):*
 - **USD 100,000 net as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment; and**
 - **SAR 275,000 as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment.**
4. *Any further claims of the Respondent / Counterclaimant are rejected.*
5. *Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*
6. *Pursuant to art. 8 of Annexe 2 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 Claimant / Counter-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.*
7. *The consequences **shall only be enforced at the request of the Respondent / Counterclaimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.*
8. *This decision is rendered without costs.”*

37. On 30 May 2025, the grounds of the Appealed Decision were notified to the Parties. These grounds can be briefly summarized as follows:
- The Coach was granted an option to terminate the Contract which he could exercise within the first 15 days of July 2024;
 - The Termination Option was a negotiating tool reasonably used by Mr. Rašović to protect its own interests and was not abusive;
 - Even if potestative clauses cannot be blindly enforced and may be declared null and void if abusive, this is not the case herein. The Club failed to prove any type of imbalance in the situation that led to the execution of the Second Amendment and the Termination Option. The Club accused the Coach of taking advantage of its financial difficulties to force a release from a long-term commitment. However, the PSC stressed that (i) the Club cannot benefit from its own failure of obligations to

nullify a contractually granted right, (ii) there was no natural imbalance in the negotiations of the Termination Option and (iii) the Club did not provide any evidence to prove the alleged bad faith of the Coach;

- The Club's claim of termination without just cause shall thus be dismissed;
- Regarding Mr. Rašović's counterclaim, the FIFA PSC determined that the Contract was not formally terminated until 1 July 2024. From end May 2024 the Coach was authorized by the Club to take his holiday during the off-season, and he responded and carried out the Club's instructions in the *interim*. Accordingly, the payment of USD 100,000 net corresponding to the Coach's salary of June 2024 is due. With regard to the bonus claimed, Mr. Rašović provided evidence for each of the sporting results that merited a bonus payment, which was logical and confirmed by the Coach's peers. The Club argued that its payment was optional and discretionary and opposed to provide information on the bonuses paid to the players, without presenting any reasonable justification, which enabled the PSC to draw adverse inference. On that basis, the PSC considered that the Coach was entitled to also receive SAR 275,000 as outstanding bonus amounts.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

38. On 15 June 2025, Al Fayha filed its Statement of Appeal before the Court of Arbitration for Sport (the "CAS") against the Coach with respect to the Appealed Decision, with the following request for relief:

"The Appellant requests the Honorable Panel, as follows:

1. *To accept this appeal against the Decision of FIFA PSC passed on 23 April 2025 and notified to the parties with grounds on 30 May 2025, Ref: FPSD-15179.*
2. *To annul the decision FIFA PSC in its entirety and to declare that:*
 - *The respondent terminated the Employment Contract concluded with the club unlawfully and without valid reason (or just cause);*
 - *To order the respondent to pay to the Appellant Five Hundred Thousand USD (USD 500,000 NET) as compensation for unilateral termination of the Employment Contract without just cause plus default interest at the rate of 5% per annum from 01 July 2024 until the effective date of payment;*
 - *Condemn the respondent to pay all CAS costs."*

39. In the Statement of Appeal, Al Fayha requested *inter alia* a 90-day extension to file the Appeal Brief and the appointment of a Sole Arbitrator.

40. On 19 June 2025, the CAS Court Office sent the Statement of Appeal to the Coach, granted an initial 10-day extension to the Club to file the Appeal Brief and invited the

Respondent to state whether he agreed on the additional 80-day extension. Additionally, the CAS Court Office informed the Coach that Al Fayha had filed before the CAS other appeals against three other members of his coaching staff at the Club (CAS 2025/A/11524, CAS 2025/A/11525 and CAS 2025/A/11526) and asked the Parties whether they agreed to submit all the proceedings to the same CAS Panel. Both Parties agreed to it.

41. On 24 June 2025, the Respondent agreed on granting an additional 20-day extension to the Appellant to submit the Appeal Brief and requested the appointment of a three-member Panel.
42. On 26 June 2025, the Deputy President of the CAS Appeals Division dismissed the Appellant's request for an additional 60-day extension to file the Appeal Brief.
43. On 27 June 2025, the Respondent informed that he did not intend to pay his share of the advance of costs.
44. On 1 July 2025, the CAS Court Office informed the Parties of the decision of the Deputy President of the Appeals Division to submit the present matter to a Panel of three arbitrators and, accordingly, invited the Appellant to nominate an arbitrator.
45. On 2 July 2025, the CAS Court Office took note that the Appellant appointed Mr. James Drake KC as arbitrator and invited the Respondent and the three other members of the coaching staff which are respondents in the other three CAS related proceedings to jointly nominate an arbitrator.
46. On 14 July 2025, the Respondent and the other members of his coaching staff appointed Dr. Siarhei Ilyich as an arbitrator.
47. On 17 July 2025, the Appellant challenged the nomination of Dr. Siarhei Ilyich.
48. On 23 July 2025, the Appellant submitted its Appeal Brief, with the following request for relief:

“FIRST – To Accept the appeal filed by the Appellant;

SECOND – To Annul the decision passed by the Single Judge of FIFA PSC on 23 April 2025 in its entirety.

THIRD – To confirm that the Respondent terminated the Employment Contract concluded with the Club unilaterally and without valid reason (or just cause);

FOURTH – To order the Coach to pay to the Club USD 500,000 as compensation for unilateral termination of the Employment Contract without just cause plus default interest at the rate of 5% per annum from 01 July 2024 until the effective date of payment;

FIFTH – To order the Respondent to pay the entirety of CAS Fees.

SIXTH – To order the Respondent to pay to the Appellant 5,000 CHF as a Legal Fees.”

49. On 25 July 2025, the CAS Court Office acknowledged receipt of the Appeal Brief and invited the Respondent to submit his Answer.
50. On 27 August 2025, the CAS Court Office informed that Dr. Siarhei Ilyich had declined the acceptance of his nomination as arbitrator.
51. On 8 September 2025, the Respondent and the other members of the coaching staff which are respondents in the other three CAS related proceedings jointly appointed Ms. Anna Bordiugova as arbitrator.
52. On 24 September 2025, the Respondent submitted his Answer to the Appeal Brief with the following request for relief:

“1. For the reasons specified in this Answer and in accordance to the Code, the Respondent, Mr Vuk Rašović, hereby respectfully requests the CAS to:

- dismiss in total the Appeal Brief of the Appellant, Al Fayha Football Club, as ill-grounded with respect to both, the facts and the law.

2. The costs of the arbitration, to be determined and served to the parties by the CAS Court Office, shall be borne in their entirety by the Appellant exclusively.

3. The Respondent has incurred costs of legal representation and legal assistance in this case and, therefore, requests the CAS to order the Appellant to pay them, in an amount to be determined at the discretion of the CAS, but not less than USD 10,000 (ten thousand U.S. dollars).”

53. Additionally, the Respondent submitted the following evidentiary request in the Answer to the Appeal Brief:

“175. In light of the current appeal proceedings, for the sake of good order, the Respondent would like to submit evidentiary request and ask the CAS to order the Appellant to provide the following for purpose to clarify the crucial questions on the matter at hand:

- comments on (i) the Appellant’s letter of 18 March 2023 (please refer to **Annex 39** and **Annex 40**) and on the Appendix’s No. 2 content, in particular, with respect to specific reasons and common intention for the Appellant to amend the Contract in such way; (ii) process of this amendment’s signature (i.e., how exactly the coach “forced” the Appellant to sign the Appendix No. 2 against its will or somehow insisted to do so) and (iii) whether the Appellant initially planned to execute in good faith the Appendix No. 2 and respected Termination Option granted for the Respondent after season 2023/24 end;*
- the Appellant’s Internal Regulations on bonuses (incentive payments) for the players and/or staff members for season 2022/23 and 2023/24, taking into account that (i) under the Contract the Respondent was entitled to receive bonus payment; (ii) the Appellant has provided the Respondent with such type of payments before (e.g., see points 38–39 of this Answer above) and (iii) there are proofs that bonus payments were paid some members of the club during season 2023/24 (see point 174 of this Answer above);*

- *bank statement with history of all payments made by the Appellant to accounts of the Respondent since the commencement of the Contract;*
 - *any other comments/evidences, which in view of the CAS would be necessary in order to establish the facts that have importance to the present matter for fair and comprehensive resolution of this dispute.”*
54. On 25 September 2025, the CAS Court Office invited the Parties to inform whether they preferred a hearing to be held in this matter or the Panel issuing an award based on the Parties’ written submissions, and whether they requested a case management conference (“CMC”) with the Panel.
55. On 29 September 2025, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was constituted as follows:
- President: Mr. Jordi López Batet, Attorney-at-Law, Barcelona, Spain
- Arbitrators: Mr. James Drake KC, Barrister in London, United Kingdom
- Dr. Anna Bordiugova, Attorney-at-law in Kyiv, Ukraine.
56. On 2 October 2025, the CAS Court Office informed the Parties of the Panel’s decision to hold a hearing and a CMC in this case and invited the Appellant to comment on the evidentiary requests made by the Respondent in his Answer to the Appeal Brief, which the Appellant did on 3 October 2025.
57. On 7 October 2025, the CAS Court Office informed the Parties of the Panel’s decision not to grant the request for production of documents made by the Respondent and the reasons for the rejection.
58. On 29 October 2025, the Parties and the Panel held a CMC. Further to it, the CAS Court Office informed the Parties that the hearing would be held on 15 December 2025 by videoconference and of the Panel’s decision to admit all the witnesses proposed by the Respondent.
59. On 20 November 2025, the Respondent sent a signed copy of the Order of Procedure.
60. On 24 November 2025, the Appellant sent a signed copy of the Order of Procedure.
61. On 15 December 2025, a joint hearing for this case and the cases CAS 2025/A/11524, CAS 2025/A/11525 and CAS 2025/A/11526 was held by videoconference. The Panel, Mr. Francisco Mateo Pavía, CAS counsel, and the following persons attended the hearing:
- For the Appellant: Mr. Mohamed Rokbani, counsel;
Mr. Ali Abbes, counsel;
Mr. Taoufik El Moudihem, Club’s President.

- For the Respondent: Mr. Kiryl Maleyeu, counsel;
Mr. Vuk Rašović, party;
Mr. Ljubisa Ranković, witness;
Mr. Rudolf Marčić, witness;
Mr. Fabio Muchinel Tepedino, witness;
Mr. Vladan Popović, witness;
Mr. Vladimir Stojković, witness;
Mr. Anthony Nwakaeme, witness;
Mr. Khalil Kamal Issa, witness.

62. The Parties agreed that Messrs. Ranković, Marčić, and Tepedino, who were witnesses in these proceedings but also parties in their respective CAS related proceedings, could attend the entire hearing. After the opening statements, the Parties and the witnesses were heard, the Parties' counsels made their respective closing statements and a turn for rebuttal was also granted to them. The Appellant requested new evidence be included in the file (witness declaration of the Coach in the CAS proceedings 2025/A/11287 Anthony Nnaduzor Nwakaeme v. Al Fayha Club), to which the Respondent opposed. The Panel informed the Parties that a decision in such respect would be communicated to the Parties after the hearing. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Panel, and at the end of the hearing all the Parties expressly declared that they did not have any objections with respect to how the hearing and the procedure had been conducted.
63. On 16 December 2025, the CAS Court Office communicated to the Parties that the Appellant's request to include new evidence in the file made at the hearing was rejected. The Panel took into account that the Coach's declaration had been already available to the Appellant for at least ten days prior to the hearing date. The Appellant did not explain why the evidentiary request was made only last minute at the hearing and also failed to substantiate which exceptional circumstances would allegedly have prevented doing it before. In any event, the Panel shall note that the Appellant had the opportunity to cross-examine the Coach at the hearing and to ask him as many questions as it wished.

V. THE PARTIES' POSITIONS

64. Below is a summary of the Parties positions in this case. This summary of the Parties' positions is illustrative only and does not necessarily comprise each contention put forward by them. However, in considering and deciding upon the Parties' claims, the Panel has carefully considered all the submissions made and the evidence adduced by the Parties, even if there is no specific reference to those submissions in this section of the Award or in the legal analysis that follows. While the Panel has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, it refers in this Award only to the submissions and evidence it considers necessary to explain its reasoning.

A. The Appellant

65. The Appellant's submissions, in essence, may be summarised as follows:

- According to the regulatory framework for coaches foreseen in the FIFA Regulations on the Status and Transfer of Players ("RSTP"), a contract between a club and a coach "*may only be terminated upon expiry of its term or by mutual agreement*". The FIFA PSC did not apply this provision, despite the Coach decided to unilaterally terminate his contract without any reason;
- The Termination Option is invalid and shall be set aside as:
 - It is purely potestative, unbalanced and disproportionate. It lacks reasonableness or reciprocity and contradicts the principle of maintenance of contractual stability;
 - It infringes the principle of fairness which generally foresees that no contractual party shall be unfairly disadvantaged or enriched.
- The Coach acted in bad faith and abusively in the way he terminated the Contract:
 - The reason that led the Parties to execute the Second Amendment and to recognise the Termination Option in favour of the Coach did not exist at the moment of the termination of the Contract by the Coach: the Club had paid Mr. Rašović all amounts due under the Contract;
 - The Respondent did not terminate the Contract for a breach of the Club or to protect his rights, but to search for a new challenge with Kalba FC right after the termination;
 - The Coach encouraged all his technical staff to also proceed with the unilateral termination of their respective contracts.
- Therefore, the Coach terminated the Contract without just cause and shall be ordered to compensate the Club in the amount set out in the liquidated damages' clause agreed to such purpose in the Contract (USD 500,000);
- The salary of June 2024 is not due to the Respondent as he rejected to continue performing his functions as the team's head coach during this month. This conduct legitimates the Club to apply the *exceptio non adimpleti contractus* and not to pay the Coach's salary of June 2024;
- Regarding the bonus claim for SAR 275,000:
 - The Coach's right to receive collective bonus was conditional upon the Club's players' receiving them. In other words, if the players did not receive a bonus after a victory, the Respondent was not entitled to receive a bonus;

- The Club did not pay bonuses to the players for the matches indicated by Mr. Rašović in his initial claim at FIFA and thereafter at CAS, so no payment shall be thus made to the Respondent;
- The FIFA PSC is wrong in this respect as it illegitimately reversed the burden of proof and regarded the Club's answer on the claim for bonuses as a lack of cooperation on addressing whether the bonus to the players was actually promised and, if so, for which amount;
- In his letter of default of 22 December 2023, the Coach did not claim the payment of bonuses, which reveals that none were due;
- The FIFA PSC rejected the payment of bonuses to the Club's ex-player Mr. Anthony Nwakaeme based on the same reasons adduced by the Coach.

B. The Respondent

66. Mr. Rašović's submissions, in essence, may be summarised as follows:

- The part of the Appealed Decision ordering the Appellant to pay outstanding remuneration to the Respondent must be confirmed in full and remains outside the scope of review in this arbitration. This arises from the fundamental principle of *ne ultra petita*, which prohibits arbitral tribunals from granting relief beyond what has been expressly requested by the parties. In the present case, the Appellant's prayers for relief do not specifically challenge the PSC's determination regarding the overdue financial obligations owed to the Respondent. Instead, the Appellant merely requests the annulment of the Appealed Decision "in its entirety", without articulating any distinct or targeted relief concerning the outstanding remuneration;
- The Second Amendment was entered into in a context where the Appellant had incurred in continuous delays in the payments of the agreed remunerations, which were only paid upon the Coach's requests and notices of default. This situation would have allowed Mr. Rašović to terminate the contract with just cause and claim a significant compensation. However, the Coach chose instead to offer the Club the inclusion of a Termination Option to the Contract, in exchange of refraining from filing claims related to the Club's previous breaches of its financial obligations. In other words, the Second Amendment is the result of the Appellant's previous breaches of the Contract;
- The Second Amendment was executed in strict compliance with the requirements established by the Swiss Code of Obligations ("SCO"). The Coach offered the Club to sign it and the latter indeed signed it. In addition, there is reciprocity of considerations: Mr. Rašović obtained a right to exit the Club at the end of the 2023/24 season and the Club avoided the Coach to submit a claim for breach of contract with a potential value of USD 3.5 million;

- There is no evidence that the Appellant was subjected to any coercion or duress during the negotiation or acceptance of the Second Amendment;
- The Termination Option is thus valid and enforceable;
- The Coach's decision of exercising the Termination Option did not require stating any reason as for terminating the Contract. The only prerequisite to exercise the Termination Option is the Respondent sending a written notification to the Appellant within 15 days from the end of season 2023/24, which the Respondent did;
- While the Contract was in effect, the Coach performed his obligations in highly professional manner and in due course, acting in good faith behaviour despite the Club's continuous breaches of its obligations;
- The Appellant's conduct is contrary to the principle of *venire contra factum proprium*. The Club accepted the Second Amendment and later on changed its position when Mr. Rašović informed about his intention to terminate the Contract;
- The Coach is entitled to receive the salary of June 2024 even if he was on holidays. He did not have the obligation to perform his employment duties during his annual leave;
- Regarding the bonuses, the evidence on file shows that the Coach is entitled to them. In contrast, the Appellant failed to respond to the Respondent's repeated requests for a detailed breakdown of bonus payments. This indicates that the Appellant tacitly accepted the amounts claimed as outstanding.

VI. JURISDICTION

67. Article R47 CAS Code provides as follows:

“An appeal against the decision of a federation, association or sports-related body may be filed with CAS if the statutes or regulations of the said body so provide or if the parties have concluded a specific arbitration agreement and if the Appellant has exhausted the legal remedies available to it prior to the appeal, in accordance with the statutes or regulations of that body [...].”

68. Article 49(1) of the FIFA Statutes states that:

“FIFA recognises the independent Court of Arbitration for Sport (CAS) with headquarters in Lausanne (Switzerland) to resolve disputes between FIFA, member associations, confederations, leagues, clubs, players, officials, football agents and match agents.”

69. Clause 8 of the Contract reads in the pertinent part as follows:

“8.2. Any such disputes, controversies or differences which cannot be resolved through mutual agreement, shall be submitted to the competent body of the Federation Internationale de Football Association (FIFA) (cf. art. 22 par. c) et seq. of the FIFA Regulations on the Status and Transfer

of Players) or in alternative directly to the Court of Arbitration for Sport (CAS-TAS) in Lausanne, Switzerland. Any appeal to the decision of FIFA will be submitted before the Court of Arbitration for Sport (CAS-TAS) in Lausanne, Switzerland.”

70. The jurisdiction of CAS is not contested and is further confirmed by the Parties having signed the Order of Procedure.
71. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

72. Article R49 of the CAS Code provides as follows:

“In the absence of a time limit set in the statutes or regulations of the federation, association or sports-related body concerned, or in a previous agreement, the time limit for appeal shall be twenty-one days from the receipt of the decision appealed against [...].”

73. Article 50(1) of the FIFA Statutes provides that:

“Appeals against final decisions passed by FIFA and its bodies shall be lodged with CAS within 21 days of receipt of the decision in question.”

74. The Appealed Decision was notified with grounds to the Club on 30 May 2025. The Club timely filed the Statement of Appeal against the Appealed Decision on 15 June 2025, *i.e.* within the twenty-one days stipulated by the aforementioned provisions.
75. The appeal complies with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.
76. It follows that the appeal filed by the Appellant is admissible.

VIII. APPLICABLE LAW

77. Article R58 of the CAS Code provides the following:

“The Panel shall decide the dispute according to the applicable regulations and, subsidiarily, to the rules of law chosen by the parties or, in the absence of such a choice, according to the law of the country in which the federation, association or sports-related body which has issued the challenged decision is domiciled or according to the rules of law the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision.”

78. Article 49(2) FIFA Statutes reads as follows:

“The provisions of the CAS Code of Sports-related Arbitration shall apply to the proceedings. CAS shall primarily apply the various regulations of FIFA and, additionally, Swiss law.”

79. Clause seven of the Contract reads as follows:

“7.1 Both parties undertake to respect and implement the laws, circulars, and regulations of the Saudi federation, Saudi Pro League, continental federation and FIFA directives and regulations.

7.2 This Contract shall be construed, interpreted and governed in accordance with and governed by the laws of Saudi Arabia and Switzerland as well as by FIFA Regulations, namely by Regulation on Status and Transfer of Players. In case of conflict, Swiss Law and FIFA regulations shall always prevail.”

80. The Panel notes that (i) even if reference is made to Saudi Law in Clause seven of the Contract, none of the Parties has relied upon the application of the latter in their submissions and (ii) both Parties specifically confirmed at the hearing that the case should be resolved in accordance with the FIFA regulations and Swiss Law.
81. Bearing all the aforementioned in mind, the Panel finds that the various regulations of FIFA are primarily applicable to the case at hand (in particular, the RSTP), and additionally Swiss Law.

IX. MERITS

82. Upon reviewing the file, the Panel notes that the Appellant claims in essence that (i) the Appealed Decision shall be annulled (and thus neither the Coach’s salary of June 2024 nor the bonuses claimed shall be paid to the Coach) and (ii) the Coach terminated the Contract without just cause and shall compensate the Club for that. Meanwhile, the Respondent requests the appeal be dismissed and the Appealed Decision be confirmed.
83. Bearing the aforementioned in mind, the Panel will address the following issues separately below: (A) the termination of the Contract and its potential consequences and (B) the Coach’s entitlement to receive the salary corresponding to June 2024 and the bonuses claimed.

A. The termination of the Contract

84. In its analysis of the contractual termination, the starting point is clause 6.5 of the Second Amendment, which reads as follows:

“6.5. As exception to the above, the Parties agreed that the Coach has a right to terminate the contract after season 2023-24, which starts on 01/07/2023 and ends on 30/06/2024, without obligation to pay any termination fee or compensation as below. For that purpose, the Coach is obliged to send written notification to the Club during next 15 (fifteen) days after this season end (namely, from 1 to 15 July 2024) about respective decision to terminate employment relationships. In such case, the Coach shall be considered as released from its obligations under the contract and the Club unconditionally and irrevocably confirms that waives its right to claim in future from the Coach any compensation, including pursuant to points 6.3 and 6.4 of this contract, for his decision to leave the Club. In addition, the Coach has a right to announce its decision to the Club's management before the season 2023/2024 end with following obligation to send written notification as specified above.

The Club recognizes legal force of this condition and shall execute it in good faith - for the sake of good order, the Parties will sign mutual termination agreement where all financial arrangements with respect to the Coach's severance payment to be specified, if applicable."

85. The Coach considers that he exercised this Termination Option in due and timely manner, while the Club contests the validity of clause 6.5. The Club basically considers that such clause concedes a potestative, unilateral and abusive right in favour of the Coach which is contrary to the maintenance of contractual stability set out by the RSTP. In addition, the Club also contends that the Coach terminated the Contract unlawfully by only providing personal and subjective reasons, when the Club was up to date in the payment of his remuneration.
86. Before examining the content and validity of such clause, the Panel deems it relevant to briefly refer to the context in which it was agreed between the Parties.
87. The Termination Option contained in clause 6.5 of the Second Amendment was granted by the Club to the Coach in an environment of repeated, ongoing and uncontested defaults in the payment of the Coach's remuneration. The Panel notes that these defaults could have entitled the Coach to terminate the Contract with just cause. However, in lieu of it, the Coach opted for continuing with the contractual relationship with the Club and requested the Club to amend the Contract to include the Termination Option, to which the Club agreed without any objection, amendment or procrastination, i.e. on the next day the draft was received. In the described context of recurring payment defaults and the Coach's threat of contractual termination for breach on the part of the Club, it seems rational and understandable to the Panel that the Coach requested to include a "way out" clause in the Contract and that the Club agreed to it. In fact, the Coach's letter to the Club dated 17 March 2023 confirms the Panel's understanding.
88. As to the content of the Termination Option, the Panel finds that the wording of clause 6.5 is crystal clear: the Coach had a right to terminate the Contract after season 2023-24 without any explanation for the reasons of termination, without paying any termination fee or compensation, provided that he exercised such right in timely manner.
89. With regard to the validity of such clause, the Panel has analyzed the Appellant's arguments in this respect and shall make the following considerations:
 - a. The object of the clause is licit, and the cause of the Second Amendment is legitimate and reasonable, as explained in para. 87 above;
 - b. The fact that the Termination Option is unilateral and potestative in this case does not automatically render it invalid. The reasons given in lit. c) *et seq.* below reveal precisely the opposite. The Panel endorses the statements made in this respect in para. 86 of the Appealed Decision;
 - c. The Second Amendment was freely negotiated and agreed between the Parties, with no imbalance in their bargaining power and with full awareness of the consequences deriving from executing the Second Amendment;

- d. The legal force of the Termination Option is expressly acknowledged by the Appellant in clause 6.5 of the Contract (“*The Club recognizes legal force of this condition [...]*”).
- e. The Termination Option was indeed proposed by the Coach to the Club, but the latter accepted it unconditionally. The terms of the Club’s email of 18 March 2023 are self-explanatory:

“Thirdly, and on light of our exchanged cooperation, we inform you of our acceptance for your request to make an exception on the point 6.3 and 6.4 of clause SIX of the contract (in addition to appendix signed on 06 May 2022) that you (as a head coach of our football first team), you have the right to leave the club and terminate the contract on the end of 23-2024 sports season without payment of any additional compensation to the club.

Finally, as a result from our current discussion, please find attached a fully signed copy of the draft of the amendment of the contract appendix.”

- f. The Club did not prove that the Second Amendment was imposed to the Club under coercion or duress, or that any other vice of consent existed. The Termination Option arose out of a voluntary negotiation between the Parties, initiated in response to the Club’s repeated defaults in payments, with the aim of preserving the contractual relationship and avoiding immediate termination for just cause;
 - g. Clause 6.5 of the Contract reflects a balanced, proportionate and mutually agreed contractual arrangement, which cannot be characterised as arbitrary, excessive, or contrary to the principle of contractual stability enshrined in the FIFA RSTP; and
 - h. The Appellant failed to prove any abuse, unlawfulness, bad faith or unfairness on the part of the Coach, either in executing the Second Amendment or in exercising the Termination Option, as it will be explained below.
- 90. Bearing the aforementioned considerations in mind, it is the Panel’s view that the Second Amendment and the Termination Option contained therein are fully valid and executable and the Appellant’s claim for nullity shall be dismissed.
 - 91. This being said, the Panel shall now address whether this valid Termination Option was correctly and properly executed.
 - 92. The Second Amendment granted the Coach the right to terminate the Contract after the end of season 2023/2024 provided that he sent a written notice of termination to the Club within the first 15 days after the end of the season (that is, between 1 and 15 July 2024).
 - 93. Having examined the evidence on file, the Panel has no doubt that the Termination Option was properly exercised. The Coach notified in writing the exercise of such right and did it on 1st July 2024, that is to say within the timeframe set out in clause 6.5 of the Second Amendment. What is more, the Coach even warned (on his own behalf and also on behalf of the other members of his coaching team) the Club of his intention to exercise the Termination Option well in advance, so that the Club could have more time to find a replacement for the whole coaching staff. Contrary to the Appellant’s allegations on the

Coach's purported bad faith in the termination, the Coach's good faith in proceeding the way he did is undeniable in the Panel's opinion.

94. Contrary to the Appellant's contention in this respect, whether the Coach's reasons to exercise the Termination Option were subjective, unreasonable or unjustified is of no avail. Clause 6.5 of the Second Amendment granted the Coach the right to terminate the Contract unilaterally, without having to provide any reason for doing so. The fact that the Club was up to date with its payment obligations towards the Coach, that he joined Kalba FC immediately after termination, or that he may have negotiated with this club while the Contract was still in effect - is irrelevant in this case. The Coach did not have to justify his reasons for leaving. This case is therefore not one of contractual termination with or without just cause, to which the provisions of the FIFA RSTP and Swiss law governing such terminations would apply. Rather, we are dealing with a legitimate right conferred on the Coach by the Contract, which he exercised properly and in a timely manner. The Appellant's arguments to the contrary are simply untenable.
95. In light of all the foregoing considerations, the Panel concludes that the Coach properly and validly exercised the Termination Option granted to him in clause 6.5 of the Second Amendment. Thus, the Contract was terminated in accordance with FIFA RSTP, i.e. by mutual agreement of the parties.
96. It thus follows that the Appellant's request to rule that the Coach terminated the Contract without just cause shall be dismissed in its entirety.

B. The Coach's entitlement to receive the salary corresponding to June 2024 and the bonuses claimed

97. With regard to the Appellant's claim that the Coach's salary of June 2024 should not be payable, the Panel notes that the Club basically contends that the Coach is not entitled to such salary as he did not effectively perform his contractual duties as head coach during such month.
98. In the assessment of this claim, the Panel shall take into consideration that:
- Clause 4.7 of the Contract entitled the Coach to enjoy four-week paid holidays per year and also stipulated that in the absence of a specific agreement on the holidays' schedule, the holidays period would take place in the end of the season:

*"4.7. The Club shall provide to the Coach 4 (four) weeks of holiday (leave) per year during the contract's term. The schedule of the holidays shall be mutually agreed between the Parties. In the absence of schedule, the Coach will be entitled to those holidays in the end of the season. **During the Coach's holiday the Club will be obliged to pay his remuneration.**"*
(emphasis added)
 - The Coach left Saudia Arabia for holidays at the end of the season 2023/2024, with the authorization of the Club. The Club's email dated 3rd June 2024 ("[...] *we wish you a happy holiday*") is self-explanatory. In addition, the Appellant also failed to prove that the Coach had already enjoyed vacation days throughout the 2023/2024

season and that these days should be deducted from those he was entitled to enjoy after the end of the season.

99. In view of the foregoing, the Panel considers that the Coach's salary of June 2024 is due and shall be paid by the Club. The Coach was on vacation in June 2024 and the Club had to pay him for such period, among other reasons because it was expressly agreed in the Contract ("*During the Coach's holiday the Club will be obliged to pay his remuneration*").
100. The Panel is also of the view that the Club's allegation that the Coach failed to perform his contractual duties has not been made out. First of all, as already mentioned, the Coach was on vacation in June 2024, and the Club could not oblige him to work. The Panel finds it quite illustrative in this respect that in its email of 6 June 2024 (that is to say, prior to the Coach's written announcement that he would leave the Club at the end of the season), the Club "*kindly recommend(s)*" the Coach to provide a "*detailed report for the team local players' performance for the previous season of 2023-2024*", which is not foreseen by the Contract and was never requested by the Club in two previous seasons, instead of requesting, demanding or obliging him to do it. In addition, it shall be remarked that the Coach, in spite of being on vacation, prepared and sent to the Club the report it had claimed, and did it after having communicated in writing to the Club on 7 June 2024 his intention to terminate the Contract at the end of the season.
101. It is thus clear for the Panel that the Appellant cannot invoke the application of the *exceptio non adimpleti contractus* not to pay the salary of June 2024.
102. Therefore, the Panel concludes that the Club has no valid reason to oppose to the payment of the Coach's remuneration of June 2024 and that such salary is due and payable. The Appellant's claim in this respect is thus rejected.
103. With regard to the Coach's claim for bonuses, the starting point in the analysis is clause 4.2 of the Contract. This clause reads in the pertinent part as follows:

"4.2. In addition to the coach remuneration, he will be entitled to the following bonuses:

 - a) match bonus in the amount correspondent to 100% (hundred percent) of the players bonuses that shall be paid within 15 (fifteen) days after the achievement of the respective objective."*
104. The Club does not contest the general entitlement of the Coach to receive bonuses based on clause 4.2 of the Contract. What is more, the Club's President confirmed at the hearing that sometimes, either right before or after the matches, he granted on behalf of the Club collective bonuses and that the grant of these bonuses was not documented in writing, but simply orally asserted. References to bonuses for the Coach are also found in correspondence produced to the file as mentioned in the part "Background facts" of this Award.
105. Nevertheless, the Club denies that the bonuses for the specific matches, the Coach identified in his claim to FIFA, are due.

106. The Panel notes that the Respondent produced to the file a witness statement dated 26 May 2024 signed by the members of the Coach's staff (Messrs. Rankovic, Marcic and Tepedino) and some players of the Club (Messrs. Popovic, Stojkovic and Nwakaeme) which attests that collective bonuses, corresponding to certain matches played between 31 May 2023 and 3 May 2024, had been promised by the Club and were still due (the "Witness Statement"). Those witnesses also consistently confirmed such assertion at the hearing. Even if some of the signatories of the Witness Statement (who also appeared as witnesses at the hearing) are claimants for similar bonuses in other CAS proceedings, the Panel does not consider that their testimony at the hearing was unreliable or deceitful. For the avoidance of doubt, the Panel warned all the witnesses about their obligation to tell the truth and informed them that failure to do so would entail consequences.
107. In contrast, the Panel finds it quite revealing that the Club did not call any witness to contradict the Witness Statement, such as, for example, other players of the Club to say that no bonus was payable for the matches indicated by the Coach in his claim in FIFA. It would not have been difficult for the Club to do so, but, for whatever reason, it decided not to do so. The Club's President declaration at the hearing simply denying that the bonuses claimed are not due is, in the Panel's view, not enough to this purpose.
108. Regarding the Club's reference to the Coach's letter of default dated 22 December 2023, which makes no mention of bonuses, the Panel considers this circumstance to have very limited probative value. This is because (i) most of the matches to which the Coach's bonus claim refers were played after that date, and (ii) the Coach's failure to expressly claim bonuses in the letter does not imply a waiver of them.
109. Concerning the comparison made by the Club between this case and that submitted to FIFA by its ex-player Mr. Nwakaeme (called as a witness in these proceedings), where the claim of Mr. Nwakaeme for bonuses was rejected, and the inferences the Club intends to draw from it, the Panel does not have sufficient information to properly evaluate the similarity of the two cases and their potential impact on the present case. This is because only the FIFA PSC decision (and not the submissions and evidence) from that case was provided to these proceedings by the Appellant.
110. In light of the aforementioned and of the abundant detailed testimonies regarding the accrual of the bonuses in question, together with the trustworthiness of the witnesses' declarations at the hearing and the Club's failure to provide compelling evidence to support its position on the non-accrual of the bonuses, the Panel is comfortably satisfied that the bonuses claimed by the Respondent are due and payable, as established in the Appealed Decision. Therefore, the Appellant's claim in this respect shall also be rejected.

C. Conclusion

111. Based on the considerations made above, the Panel concludes and resolves that the Club's appeal shall be dismissed and the Appealed Decision shall be confirmed in its entirety.
112. For the sake of completeness, the aforementioned finding makes it unnecessary to address the *ne ultra petita* contentions made by the Respondent in his Answer.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Al Fayha Football Club against the decision issued on 23 April 2025 by the Player Status Chamber of the *Fédération Internationale de Football Association* (Ref. Nr. FPSD-15179) is dismissed.
2. The decision issued on 23 April 2025 by the Player Status Chamber of the *Fédération Internationale de Football Association* (Ref. Nr. FPSD-15179) is confirmed.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 13 April 2026

COURT OF ARBITRATION FOR SPORT

Jordi López Batet
President of the Panel

James Drake KC
Arbitrator

Anna Bordiugova
Arbitrator