



TAS / CAS

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

CAS 2025/A/11724 Fakhri Yaiche v. Al-Raed SFC

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Nicolas Cottier, Attorney-at-law in Saint-Prex, Switzerland

in the arbitration between

Fakhri Yaiche, Tunis

Represented by Mr Sami Boussarsar, Attorney-at-law in Tunis, Tunisia

Appellant

and

Al-Raed Saudi Football Club, Buraidah, Saudi Arabia

Represented by Mr Pedro Macieirinha, Attorney-at-law in Villa Real, Portugal

Respondent

* * * * *

I. THE PARTIES

1. Fakhri Yaiche (the “Agent” or the “Appellant”) is a FIFA licensed Agent from Tunisia.
2. Al Raed Saudi Football Club (the “Club” or the “Respondent”) is a football club, member of the Saudi Arabian Football Federation (hereinafter the “SAFF”) with corporate seat in Buraidah, Saudi Arabia.
3. The Agent and the Club are hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. On 12 July 2024, the Parties concluded a written agreement for the organisation of a training camp in Bosnia, to take place from 19 August to 4 September 2024 (hereinafter: the “Agreement”). The Agreement included accommodation at a five-star facility, professional training facilities, full logistics (transport, catering and leisure) and the organisation of 3–4 friendly matches during the camp.
5. The contract price was EUR 61,344, payable in three instalments: (i) 30% upon signing (paid on 17 July 2024); (ii) 30% upon arrival (paid on 21 August 2024); and (iii) the remaining 40% five days before departure (due on 30 August 2024).
6. The Club did not pay the final instalment of 40%, namely EUR 24,536.
7. On 4 September 2024, the Respondent’s CEO issued a confirmation letter acknowledging the success of the camp and satisfaction with the services delivered.
8. On 16 December 2024, the Appellant sent a formal payment notice which remained unanswered.

III. PROCEEDINGS BEFORE THE FIFA PLAYERS STATUS CHAMBER

9. On 18 March 2025, the Agent filed a claim before the FIFA Players Status Chamber (hereinafter: the “FIFA PSC”), arguing that he fully performed all obligations (accommodation, matches, logistics) with the Club’s satisfaction confirmed in writing and that he was entitled to the full remuneration provided under the Agreement.
10. The Club having argued before the FIFA PSC that the Agent’s FIFA license was not valid, the Agent put forward that the administrative error mentioned by the Club did not have a material effect on the validity of his license.
11. The Agent requested the following relief:
 - The Club to pay the Agent the amount in debt of €24,536.00;
 - Interest from 30 August 2024;
 - €4,000.00 of legal expenses.

12. The Club replied to the Agent's claim, arguing that the latter was absent from the FIFA's Match Agent list as at least March 2025 and that the Agreement violated Article 18 of the FIFA Match Agents Regulations (hereinafter: the "FIFA MAR" or the "MAR") by omitting mandatory clauses, namely: conditions for match cancellation due to force majeure (Art. 18(1)(c)); player non-appearance protocols (Art. 18(1)(d)); and the Parties' acknowledgment of FIFA regulations (Art. 18(1)(e)). The Club further claimed that contracts lacking these clauses are "null and void" (Art. 18(2) FIFA MAR).
13. The Club added that according to Article 19 FIFA MAR, agent commissions are capped at 25% of the negotiated amount. In this regard, the Club put forward that, assuming that *"the amount of 61.344,00€ is the total amount the Claimant has negotiated for the Club"*, the total fee (EUR 61,344.00) should be reclassified as a commission, subject to a EUR 15,336.00 cap.
14. The Club also contended that it had not received the Agent's formal notice of 16 December 2024.
15. The Club thus put forward that:

"The amount of 61.344,00€ is the total amount the Claimant has negotiated for the Club, and in accordance with article 19 of the FIFA Match Agents Regulations, the Claimant would only be entitled to receive in the maximum, the amount of 15.336€."

Accordingly, the decision to be carried out shall consider the abovementioned and impose on the Claimant the reimbursement of 21.388€ towards the Respondent."
16. In its answer before FIFA, the Club did not challenge FIFA's competence as such and filed the following requests for relief:

"REQUEST FOR RELIEF:
The Claim shall be rejected due to the lack of legitimacy of the Claimant since isn't (sic) a FIFA Match Agent licensed.

The Claim shall be rejected since the contract reached between the parties is null and void.

Subsidiarily,
The decision to be carried out shall consider the breach of article 19 of the FIFA Match agents Regulations, and impose on the Claimant the reimbursement of 21.388€ towards the Respondent."
17. In the course of the proceedings before FIFA, the Agents department of FIFA sent the following email to the Agent on 13 May 2025:

"Dear fakhri yaiche,

Thank you for your e-mail.

As you have referred, if you submitted the correct insurance policy in due time, your insurance policy would be valid from the indicated time here referenced:

-L'assuré : Mr. Yaich Fakhri

-Demeurant à : Cité Mouaouia Ibn Abi Sofiene ESC A 1^{er} Etage – 2091 Menzah 5

-Est titulaire de la police : N° 336 104 112

-Période d'assurance : Du 05-05-2024 Au 04-05-2025

-Activité : Agent organisateur de Matches de La FIFA

-Territorial : Monde entier y compris CANADA et USA

-Garantie : la Responsabilité Civile PROFESSIONNELLE

(...)"

18. The FIFA PSC issued its decision on 11 July 2025 and communicated the grounds of its decision on 12 August 2025 (hereinafter: the "Decision").
19. In chapter I. Facts of the case of the Decision, the FIFA PSC confirmed the following:
"The Claimant proved a FIFA administrative error in license renewal dates (March–May 2024 instead of May 2024–May 2025). FIFA confirmed validity via email (May 13, 2025)."
20. In essence, the FIFA PSC rejected the Agent's claim for the following reasons:
" 23. Furthermore, the Chamber referred to art. 2 par. 1 of the Procedural Rules and observed that in accordance with art. 23 par. 1 in combination with art. 22 par. 1 lit. b) of the Regulations on the Status and Transfer of Players (hereinafter: the Regulations) (January 2025 edition), the Dispute Resolution Chamber is competent to deal with the matter at stake, which concerns regarding a contractual dispute between a Match Agent and a Club (sic).
24. 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. 29 of the Regulations, the January 2025 edition of the Regulations is not applicable to the matter at hand as to the substance.
25. The FIFA MAR are specifically designed to govern the activities of match agents who arrange international matches between teams affiliated with different confederations (Art. 2, Art. 13). The regulations focus on the organization of formal matches, not ancillary services such as training camps, accommodation, or logistics.
26. The contract in question primarily pertains to the provision of training camp services, including accommodation, training facilities, and logistics. The brief mention of "3–4 friendly matches" in Art. 8(5) of the contract is incidental and lacks specificity regarding the organization of matches between teams from different confederations, which is a prerequisite for the application of the FIFA MAR.

27. Article 18 of the regulations mandates specific contractual clauses (e.g., provisions for force majeure, player non-appearance, and regulatory acknowledgment) that are tailored to formal match organization agreements. These clauses are not feasible or relevant in the context of a training camp contract, where no formal match agreement between two clubs or associations is specified.

28. As the contract does not primarily involve the organization of international matches between teams from different confederations, it falls outside the regulatory scope of the FIFA MAR. FIFA's jurisdiction, as administered by the FIFA Players' Status Committee (Art. 21), applies to disputes related to match organization, not to disputes concerning training camp services or incidental friendly matches without clear inter-confederation involvement.

29. Consequently, the FIFA administration is of the position that FIFA lacks competence to adjudicate this dispute, as the matter pertains to a training camp service contract rather than the organization of international matches as defined by the FIFA Match Agents Regulations.

30. The Claimant's request is therefore rejected on the grounds that it falls outside FIFA's regulatory authority."

21. Based on the above, the FIFA PSC decided:

"1. The Football Tribunal does not have competence to hear the claim of the claimant, Fakhri Yaiche.

2. This decision is rendered without costs."

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

22. On 29 August 2025, the Appellant filed his Statement of Appeal with the Court of Arbitration for Sport (the "CAS"), against the Respondent and FIFA, with respect to the Decision, pursuant to Articles R47 and R48 of the Code of Sports-related Arbitration (2025 edition) (the "Code"). In the Statement of Appeal, the Appellant requested that the dispute be referred to a Sole Arbitrator.

23. On 3 September 2025, the Statement of Appeal was notified to the Respondent and to FIFA by the CAS Court Office, which asked the Respondent and FIFA whether they agreed with the appointment of a Sole Arbitrator.

24. The Appellant filed his Appeal Brief on 5 September 2025.

25. The CAS Court Office notified the Appeal Brief to the Respondent and to FIFA on 9 September 2025 indicating notably:

*"Pursuant to Article R55 of the Code of Sports-related Arbitration (the "Code"), **the Respondents shall submit on or before 29 September 2025**, to the CAS an Answer containing. (...)*

Please note that if the Respondents fail to submit their respective Answer by the given time limit, the Panel may nevertheless proceed with the arbitration and deliver an award. (...)

[emphasis in original version]

26. On 10 September 2025, FIFA requested to be excluded from the procedure.
27. On 11 September 2025, the CAS Court Office notified FIFA's correspondence dated 10 September 2025 to the Parties and indicated in particular that:

*"I note that the Second Respondent is requesting to be excluded as a party in these proceedings, for the reasons stated in its letter. The Appellant is invited to indicate, **on or before 16 September 2025**, whether in view of the Second Respondent's comments, it would agree to withdraw his appeal as far as it is directed against FIFA.*

In the meantime, all time limits set to the Second Respondent in previous CAS correspondence are suspended as from 10 September 2025 until further notice.

*Please note that such time limits are however **not** suspended for the First Respondent. In this respect, please note that the First Respondent is kindly invited to contact DHL as soon as possible to collect the CAS Court letter of 3 September 2025, which has not been delivered yet (cf. enclosed DHL tracking report).(...)"*

[emphasis in original version]

28. The same day, the Appellant confirmed that he withdrew its appeal as far as it was directed against FIFA *"without prejudice to any of his substantive arguments raised in the Statement of Appeal and the Appeal Brief"*.
29. On 12 September 2025, the CAS Court Office took note of the Appellant's withdrawal of his appeal against FIFA and confirmed that FIFA was no longer a party to the proceedings.
30. On 25 September 2025, the CAS Court Office sent the following correspondence to the Parties:

"I refer to my letter dated 3 September 2025 (delivered on 17 September 2025; please see DHL delivery report attached), in which the Respondent was granted a deadline of 5 days from the receipt of such letter by courier to express its position on Appellant's requests for the appointment of a sole arbitrator in this case and for the conduct of a bilingual French/English proceedings.

In the absence of any answer within the prescribed deadline, pursuant to Article R50 of the Code of Sports-related Arbitration, the Parties are advised that it is for the President of the CAS Appeals Arbitration Division, or her Deputy, to decide the issue, taking into account the circumstances of the case.

Furthermore, in view of the Respondent's tacit agreement (cf. section 6 of the CAS Com1 Office letter of 3 September 2025), I confirm that the present procedure will be

conducted in English and French. that the Deputy President of the CAS Appeals Arbitration Division had decided to submit the case to a Sole Arbitrator.”

31. On 26 September 2025, the Parties were informed that the President of the CAS Appeals Arbitration Division had decided to submit the case to a sole arbitrator and, on 14 October 2025, the CAS Finance Director invited the Parties to pay advances of costs.
32. On 20 October 2025, the Respondent’s attorney, Mr Macieirinha, replied to such correspondence arguing in essence that the Respondent did not understand why the opening of the proceedings had not been notified to its attorney who had been in charge of the case before FIFA, namely Mr Macieirinha.
33. The Respondent filed the following requests:

“6- Moreover, accordingly to article R55 of the Code: “The Respondent may request that the time limit for the filing of the answer be fixed after the payment by the Appellant of its share of the advance of costs in accordance with Article R64.2.”
7- Therefore, the Respondent requests to be established a deadline to provide its Answer upon the full amount of the advance costs by the Appellant.”
[emphasis in original version]
34. On 21 October 2025, the CAS Court Office sent the following correspondence to the Parties:
 1. Respondent's representation

As an initial matter, I note that the Respondent is now represented by Mr Pedro Macieirinha of JPM & Associates, in Vila Real, Portugal. Accordingly, all future correspondence for the Respondent’s attention shall be sent solely to Mr Macieirinha.

[...]
 2. Answer Deadline

Finally, I note that the Respondent requests that the time limit to file its Answer be fixed once the advance of costs has been paid by the Appellant, pursuant to Article R55 para. 3 of the Code of Sports-related Arbitration.

Please however note that the time-limit for the filing of the Answer has already expired on 29 September 2025 (cf. CAS Court Office letter of 9 September 2025). Accordingly, the Appellant is invited to express his position on the Respondent's request, on or before 27 October 2025.”

[emphasis in original version]
35. On 23 October 2025, the Appellant objected to the Respondent’s request relating to the time-limit for the filing of its Answer.

36. On 29 October 2025, the CAS Court Office informed the Parties that it would be for the Sole Arbitrator to decide upon the Respondent's request once appointed.
37. On 4 December 2025, the CAS Court Office informed the Parties that, pursuant to Article R54 of the Code, the Arbitral Tribunal appointed to rule on this matter would be constituted as follows:

Sole Arbitrator: Mr Nicolas Cottier, Attorney-at-Law in Saint-Prex, Switzerland

38. On 12 December 2025, the Respondent requested again the grant, respectively the reinstatement of a time limit for the filing of its Answer.
39. On 18 December 2025, the CAS Court Office informed first the Parties that the Sole Arbitrator had decided to reject the Respondent's requests of 20 October 2025, reiterated on 12 December 2025, and that the reasons for this decision would be communicated in the award. The CAS Court Office then granted a deadline to the Parties until 5 January 2026 to inform the CAS Court Office whether they requested a hearing and/or a case management conference to be held.
40. On 31 December 2025, the Respondent requested an online hearing to be held arguing that *"an online hearing is therefore our only remaining attempt to try to ensure some measure of procedural fairness and provide the Respondent with a meaningful opportunity to present its position and evidence directly before the Sole Arbitrator."*
41. On 5 January 2026, the Appellant confirmed that it did not request that a hearing be held in the present matter and that *"should the Sole Arbitrator consider it useful or necessary to hear the witnesses identified by the Appellant in the Appeal Brief in order to clarify any factual aspects of the case, the Appellant remains fully available and at the disposal of the CAS for the holding of a hearing."*
42. On 8 January 2026, the Parties were informed that the Sole Arbitrator had decided to hold a hearing in this case. Following a request from the Appellant, and with the Respondent's agreement, the Parties were convened to an in-person hearing to be held in Lausanne on 24 April 2026.
43. On 28 January 2026, the Parties were provided with a copy of the first-instance file transmitted by FIFA, upon request of the Sole Arbitrator.
44. On 4 February 2026, the Sole Arbitrator took note of the Respondent's confirmation of 15 January 2026, which followed a request made by the Appellant in his Appeal Brief, that there existed no internal correspondence or any other type of written document that would relate to the Respondent's decision to withhold the final instalment provided under the Agreement.
45. On 6 March 2026, the Respondent filed a decision of the Swiss Federal Tribunal (judgement 4A_313/2025 issued on 27 January 2026) allegedly *"directly relevant to the jurisdictional issues arising in these proceedings."* In its letter accompanying the copy

of this decision, the Respondent put forward a series of legal arguments which will be summarised in the part of the award dealing with the Parties' submissions.

46. On 11 March 2026, the Sole Arbitrator invited the Appellant to submit his position on the Respondent's observations as well as on the produced decision on or before 18 March 2026.
47. On 12 March 2026, the CAS Court Office provided the Parties with an Order of Procedure, which they were invited to return duly signed.
48. On 13 March 2026, the Appellant replied to the Respondent's observations of 6 March 2026 filing a series of documents, parts of which were part of the file before FIFA, part of which not.
49. On 17 March 2026, the Appellant *inter alia*, objected to the filing of the Respondent's observations dated 6 March 2026, arguing that the Respondent's request for a new deadline to be granted for the filing of its Answer had been rejected by the Sole Arbitrator.
50. On 18 March 2026, the Respondent informed the CAS Court Office that it was unable to sign the Order of Procedure, as it objected to CAS jurisdiction and to the refusal to grant it a new time-limit for the filing of its Answer to the Appeal Brief.
51. On 23 March 2026, the Respondent in return objected to the admission on file of the Appellant's submissions dated 13 March 2026.
52. On 25 March 2026, the Appellant requested that the Respondent's submissions dated 23 March 2026 be rejected together with the ones dated 6 March 2026 and his own submissions dated 13 March 2026 be admitted.
53. On 31 March 2026, the CAS Court Office sent the following correspondence to the Parties:

"(...), the Sole Arbitrator issues the following procedural decisions and directions:

• Respondent's observations of 6 March 2026: *In application of Article R56 of the Code of Sports-related Arbitration, the Sole Arbitrator deems that, in view of the nature and the date of issuance of the produced judgment issued by the Federal Tribunal on 27 January 2026, it is justified to admit on file said judgment and the Respondent's observations strictly limited to such decision (i.e. points 1 to 6 of its observations), while points 7 to 10 are excluded from the CAS file. For the sake of clarity, the Sole Arbitrator notes that the exhibits attached to these observations will thus be considered only insofar they were already on file, which includes the FIFA file (cf. CAS letters of 22 and 28 January 2026).*

• Appellant's observations of 13 March 2026: *In light of the above only sections VI and IX of the Appellant's observations of 13 March 2026 are accepted on file.*

• **Respondent's observations of 17 (dated) /18 (sent) March 2026:** *The Respondent is referred to the CAS Court Office letter of 18 December 2025 with respect to the inadmissibility of its Answer and is invited to return a signed copy of the Order of Procedure, by 7 April 2026, after having, if applicable, made by hand any amendments it deems necessary before being able to sign said document.*

• **Respondent's letter of 23 March 2026:** *As this letter relates to the admissibility of the Appellant's observations of 13 March 2026 and was sent within the time-limit granted by the CAS Court Office letter of 17 March 2026, it had been accepted on file and duly considered, together with the enclosed legal authorities.(...)"*

54. The Appellant signed the Order of Procedure on 13 March 2026.
55. The Respondent signed the Order of Procedure on 6 April 2026 with two amendments where it stated that CAS had no jurisdiction and that the matter should be referred to national jurisdictions, on one side, and that it was denied a fair and equal opportunity to file its answers, on the other side.
56. At the outset of the hearing, which was held in Lausanne on 24 April 2026, the Parties confirmed that they had no objection as to the constitution and composition of the arbitral tribunal.
57. In addition to the Sole Arbitrator and Ms Pauline Pellaux, Counsel to the CAS, the following persons attended the hearing:
 - a) For the Appellant: the Appellant himself assisted by Mr Sami Boussarsar, attorney-at-law. Mr Nikola Tomic and Mr Teo Pirija were called as witnesses to the Appellant.
 - b) For the Respondent: Mr Brice Belhumeur, Legal Counsel assisted by Mr Macieirinha, attorney-at-law.
58. During the hearing, the witnesses confirmed in essence, the following:

Mr Nikola Tomic: Mr Tomic was present at the hearing and explained that he had acted as the accompanying person of the Respondent's delegation during the training camps and the friendly matches. Mr Tomic testified that the Respondent was satisfied with the services rendered by the Appellant, notably all the elements linked to the friendly matches, and that the Respondent had repeatedly assured to settle the outstanding amount due to the Appellant. Mr Tomic explained notably that he facilitated the organisation of the training matches and that 3 matches took place during the camp. According to the witness, those matches were a very important part of the camp, as in any preparation camp. The witness also confirmed that this was a camp for the youth.

Mr Teo Pirija: Mr Pirija attended the hearing per visioconference and explained that he was the head coach of the U 19 of the Respondent at the relevant time and that the

training camp was essentially organised for the purpose of playing friendly matches, that the witness called “controlling matches” as a fundamental component of the preparation phase of the Respondent’s team.

59. At the end of the hearing, the Parties confirmed that they were satisfied with the way the proceedings before CAS had been conducted.
60. On 13 May 2026, the CAS Court Office confirmed that the evidentiary proceedings were closed

V. THE PARTIES’ SUBMISSIONS AND REQUESTS FOR RELIEF

A. The Appellant (the Agent)

61. The Appellant’s submissions may be summarised in essence as follows:

- The PSC wrongly declined jurisdiction by isolating the ‘training camp’ elements of the contract and disregarding the integral organisation of friendly matches. The holistic reading of the contract shows that friendly matches were a core, not incidental, component of the bargain; the training camp’s very purpose was sporting preparation through matches. The MAR exist to regulate licensed professionals arranging friendly matches between teams, notably across confederations. Where a licensed Match Agent is engaged for a training camp whose programme includes international matches, the dispute falls within FIFA’s regulatory and adjudicatory framework. Therefore FIFA bodies have jurisdiction over disputes arising therefrom. To deny jurisdiction merely because the contract also includes ancillary services would undermine the MAR’s object and purpose.
- CAS jurisprudence consistently favours substance over form. When faced with contracts containing both sporting and logistical obligations, CAS panels have recognised jurisdiction where the sporting component was essential (see, e.g., CAS 2014/A/3707). The decisive criterion is the parties’ intent and the actual performance of the contract. Here, the organisation of matches was central, and FIFA’s jurisdiction should have been upheld. By excluding jurisdiction, the PSC failed to apply correctly both the MAR and fundamental interpretative principles recognised by CAS. The decision contradicts the CAS’s well established approach to mixed agreements and denies effect to the regulatory framework specifically designed for such situations, especially for mixed agreements where the sporting component is central. The Respondent itself recognized that matches were not ancillary but an integral part of the Agreement as it praised the camp’s success in terms of “sporting objectives achieved”.
- FIFA itself acknowledged an administrative error in the publication of renewal dates and confirmed in writing on 13 May 2025 that the Appellant’s licence (No. 301604) was valid throughout. CAS panels have consistently refused to let administrative mishaps deprive parties of substantive rights. A clerical omission in a public list cannot invalidate a duly held licence nor be invoked in bad faith to avoid payment.

- The Appellant fully performed. The Respondent benefited from the camp and friendly matches yet withheld the final instalment. This is a clear breach of contract. CAS awards repeatedly enforce the principle of *pacta sunt servanda*: agreements freely concluded are to be honoured in good faith; payment obligations must be performed as agreed. The outstanding EUR 24,536 must be paid together with interest from the due date (30 August 2024) until full settlement.
- The Respondent's repeated promises of payment followed by refusal, despite written satisfaction with performance, breach the duty of good faith and constitute an abuse of rights. The Appellant's professional reputation has been needlessly exposed to risk in dealings with hotels, facility providers and match organisers.
- The Respondent has been enriched by receiving the full bundle of services (including sporting fixtures) without paying the agreed balance. Under Article 62 CO, enrichment without legal cause must be restituted. The Respondent paid only part of the agreed price. The unpaid balance must be restituted, at least on unjust enrichment grounds.
- Article 18 MAR: The Respondent claims nullity for omission of certain standard clauses. That contention is formalistic and contradicts both party performance and CAS's substance-over-form approach. Mixed contracts executed in good faith are not nullified for alleged omissions irrelevant to the essence of the bargain. Article 19 MAR (commission cap): The cap on agent 'commissions' does not apply to a lump-sum service contract covering accommodation, logistics and match organisation. Reclassification is unfounded; the fee corresponds to concrete deliverables, not contingent remuneration for brokering.

62. Based on those submissions, the Appellant files the following requests for relief before the CAS:

“For the foregoing reasons, the Appellant respectfully requests the Court of Arbitration for Sport to render an award as follows:

- 1. The appeal is upheld; the FIFA PSC decision of 11 July 2025 is set aside.*
- 2. FIFA (and subsidiarily the CAS Panel) has jurisdiction over the dispute arising from the parties' contract, which included the organisation of friendly matches by a licensed FIFA Match Agent.*
- 3. The Respondent Al Raed Saudi Football Club shall pay the Appellant EUR 24,536 as the outstanding contractual fee, together with interest at 5% per annum as from 30 August 2024 until full payment.*
- 4. The Respondent Al Raed Saudi Football Club shall pay the Appellant EUR 5,000 as a contribution to legal expenses incurred before FIFA and CAS, without*

prejudice to the allocation of arbitration costs.

5. The costs of the arbitration shall be borne by the Respondent Al Raed Saudi Football Club.”

B. The Respondent (the Club)

63. The Respondent essentially confirmed at the hearing the submissions it made before FIFA and which are therefore reflected in the FIFA file which is part of the present proceedings. The Respondent made additional legal submissions notably with respect to the Federal Tribunal jurisprudence on the limits to CAS jurisdiction explaining in essence that:

- FIFA bodies and CAS jurisdictions cannot be presumed; it must rest on a clear and express legal basis.
- CAS, as an appellate body cannot have broader jurisdiction than the body whose decision is under review.
- As mentioned before FIFA, the Appellant did not prove that he was a FIFA licensed match agent, at least he was not on the list of agents at the time of the signing of the Agreement.
- The Agreement is a pure commercial contract not related to football and according to article 21 MAR, the Agreement is null and void as it does not meet the requirement of article 18 MAR.
- The structure of the fees of the Agreement shows that the latter focused essentially on the hotel fees and there is no “intermediary aspect” as no third party signed the Agreement.

VI. CAS JURISDICTION

64. The Respondent objected, notably through its remarks added to the Order of Procedure, to “CAS jurisdiction and competence” and based its submissions on the decision issued by the Swiss Federal Tribunal on 27 January 2026.

65. The Parties gave jurisdiction to FIFA to settle any dispute between them based on the Agreement (Art. 11 of the Agreement).

66. The Appellant brought its appeal against the Decision, which was issued by the FIFA PSC which is one of the chambers of the FIFA Tribunal, the latter being an internal body of FIFA. This is undisputed by the Parties.

67. Article R47 (1) of the 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 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”.

69. It is also undisputed that the Decision is a final decision passed by FIFA which may be appealed against before CAS as expressly mentioned in the Decision under the chapter “note related to the Appeal procedure” of the Decision.

70. It follows that CAS has clear jurisdiction to adjudicate the present appeal. The Respondent’s submission against CAS competence shall thus be rejected with the remark that the Swiss Federal Tribunal’s decision which the Respondent referred to was not related to CAS competence but to FIFA’s competence in first instance, a matter which will be covered in the present case at the outset of part IX of the award.

VII. ADMISSIBILITY AND REJECTION OF THE RESPONDENT’S REQUEST TO FILE AN ANSWER

71. The grounds of the Decision were notified to the Appellant on 12 August 2025 and the Appellant filed his Statement of Appeal before CAS on 29 August 2025, *i.e.* within the deadline of 21 days fixed under Article 50.1 of the FIFA Statutes quoted above, which is undisputed. It is equally undisputed that the appeal also complied with all other requirements of Article R48 of the Code, including the payment of the CAS Court Office fee.

72. It follows that the appeal is admissible.

73. Although admitting that it was “*factually accurate*” that it did not file its Answer within the time limit granted, the Respondent claimed that the relevant deadline should have been reinstated as the Appellant allegedly had not paid his share of the advance of costs.

74. Based on article R55 par. 2 of the Code, the Sole Arbitrator rejected this submission, as it is undisputed that the Respondent failed “*to submit its answer by the stated time limit*” so that the Sole Arbitrator could “*proceed with the arbitration and deliver an award.*”

75. Although it is correct that article R55 par. 3 of the Code provides that “*the Respondent may request that the time limit for the filing of the answer be fixed after the payment by the Appellant of its share of the advance of costs in accordance with Article R64.2.*”, the Sole Arbitrator stresses that in the present case, not only the time limit was fixed by CAS but such time limit had lapsed when the Respondent filed its request, which is the reason why the Sole Arbitrator rejected it. Granting the Appellant’s request would indeed have been in violation of Article R32 par. 2 which provides that a time limit can

be extended “*provided that the initial time limit has not already expired.*” (see in that sense CAS 2024/A/10809 par. 89).

76. The Respondent also claimed that a new deadline for the filing of its Answer should be fixed because the Statement of Appeal and CAS correspondence should have allegedly been addressed directly to its legal representative who was already in charge of the file before FIFA. This submission was also rejected by the Sole Arbitrator, as no disposition of the Code provides such a thing. It was secondly the Respondent’s duty to forward the communications received from CAS to its legal representative within the time limit set by CAS.
77. In any event, the Sole Arbitrator notes that the Respondent could put forward all its legal arguments during the hearing and that all relevant factual arguments were already in the FIFA file which was part of the present proceedings.
78. As mentioned above, the Respondent declared at the end of the hearing that it was satisfied with the way the proceedings was conducted, simply expressing his “frustration” for not having been allowed to file an answer.

VIII. APPLICABLE LAW

79. Article R58 of the Code provides as follows:

“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 that the Panel deems appropriate. In the latter case, the Panel shall give reasons for its decision”.

80. The FIFA PSC is an internal body of FIFA which is a Swiss association. Article 49.2 of the FIFA Statutes provides:

“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”.

81. Under Article 11 “Jurisdiction” of the Agreement, the Parties decided that a dispute related to the Agreement “*shall be settled in accordance with the Arbitration Rule that related to sport* (sic)”. It follows that the Parties did not choose specific rules of law.
82. Given the above, the Sole Arbitrator finds that the present proceedings shall be governed by the FIFA Regulations and, subsidiarily, Swiss law.
83. The Sole Arbitrator notes further that the FIFA PSC applied the January 2025 Edition of the Regulations on the Status and Transfer of Player (hereinafter: the “Regulations”) in order to confirm its competence, which is in accordance with Article 29 of the

Regulations, considering that the Appellant's claim before the FIFA PSC was filed on 18 March 2025.

84. However, the FIFA PSC found that *“the January 2025 edition of the Regulations is not applicable to the matter at hand as to the substance”* and decided that the dispute between the Parties was not governed by the FIFA MAR as *“the FIFA MAR are specifically designed to govern the activities of match agents who arrange international matches between teams affiliated with different confederations (Art. 2, Art. 13)”*.
85. The preamble of the FIFA MAR provides that *“these regulations govern the occupation of match agents who arrange matches between teams belonging to different confederations”*, whereas Article 2 of the FIFA MAR provides that *“agents who arrange matches between teams belonging to different confederations must be in possession of a licence issued by FIFA (cf. art. 16 par. 3 of the Regulations Governing the Application of the FIFA Statutes)”* and Article 13 of the FIFA MAR provides that *“the FIFA licence to arrange matches confers upon the holder the exclusive right to arrange friendly matches or tournaments between national teams or clubs from different confederations.”*
86. The Sole Arbitrator refers as well to Article 22 of the FIFA MAR which provides that *“in the event of a dispute between a match agent and a national association, a club and/or another match agent, the complaint shall be submitted to the FIFA Players' Status Committee for consideration and resolution.”*
87. The Respondent claims that FIFA was not competent to decide on the matter at stake and that the FIFA PSC rejected the Appellant's claim for the reason that *“the contract does not primarily involve the organization of international matches between teams from different confederations, it falls outside the regulatory scope of the FIFA MAR. FIFA's jurisdiction, as administered by the FIFA Players' Status Committee (Art.21), applies to disputes related to match organization, not to disputes concerning training camp services or incidental friendly matches without clear inter-confederation involvement.”*
88. Before determining whether FIFA PSC's and the Respondent's interpretation of the scope of application of the FIFA MAR is correct, the Sole Arbitrator finds that, given the clear wording of Article 22 of the FIFA MAR, the issue of FIFA PSC's competence in the present matter shall be assessed according to FIFA MAR and not to the Regulations, the latter not governing disputes between Agents and Clubs (cf. Art. 22 of the Regulations).

IX. MERITS

A. The scope of application of the FIFA MAR and FIFA PSC's competence

89. Under paragraph 29 of the Decision the FIFA PSC found that *“FIFA lacks competence to adjudicate this dispute, as the matter pertains to a training camp service contract*

rather than the organization of international matches as defined by the FIFA Match Agents Regulations.”

90. The Respondent supports, before CAS, the position of the FIFA PSC, explaining that the Agreement was a pure commercial agreement, focusing mainly on hotel fees and not on friendly matches.
91. The Appellant on the other hand contends that the friendly matches were at the core of the Agreement which is confirmed by the witnesses who testified that three friendly matches took place, that they were very important parts of the camp (testimony of Mr Tomic), the at that time head coach of the Respondent’s team for which the camp was organized on the basis of the Agreement, confirming that the camp was essentially organized for the purpose of playing friendly matches.
92. After having carefully studied the Agreement, the Sole Arbitrator notes that the “Camp” took place from 19 August 2024 to 4 September 2024, i.e. over 17 days, and that 3 friendly matches took place during that period, being therefore one every 5 or 6 days, which is more or less the usual rhythm in a football international tournament which obviously focuses on matches.
93. According to the Agreement, the Agent had to provide “*three to four (3-4) friendly matches*”, the Agreement provides further that “*friendly matches shall not be more than 45 min from the hotel*” (Art. 3), that transportation should be organized “*to the fields and friendly matches*” (Art. 6). When it comes to the fees, the Agreement provides that “*the above prices shall also include the organization of three to four (3-4) friendly matches with all the requirements and services.*” When it comes to the termination and penalties in case of termination of the Agreement, the Sole Arbitrator notes that the Agreement provides under its Article 9 that “*If the Second Party [the Appellant] fails to comply with the terms and conditions of the contract specially the organization of the friendly matches as agreed for reasons other than coercive circumstances, 15% of the total contract value shall be paid as a penalty.*”
- [underscore added]
94. The Sole Arbitrator thus concludes from the clear wording used in the Agreement that the organization of friendly matches was an important part of the “Camp” and that contrary to the FIFA PSC’s findings — which focused exclusively on Article 8(5) of the Agreement (“*The above prices shall also include the organization of three to four (3-4) friendly matches with all the requirements and services*”) — one cannot conclude that those friendly matches were “incidental” and that the so called “ancillary services” were not so important that the three friendly matches which took place during those 17 days could be put into the background.
95. In a nutshell, the Sole Arbitrator disagrees that “*the contract in question primarily pertains to the provision of training camp services, including accommodation, training facilities, and logistics*” and that the “*brief mention of "3–4 friendly matches" in Art. 8(5) of the contract is incidental and lacks specificity regarding the organization of matches between teams from different confederations.*”

96. It is indeed undisputed that the three friendly matches opposed teams from two different confederations, namely the Asian Football Confederation and the European Confederation. It is also undisputed that agents can only organize friendly matches to the contrary of official matches and that the FIFA MAR are specifically covering the organization of such friendly matches.
97. As mentioned above, the Sole Arbitrator sees in the number of friendly matches within the limited period of time of the Camp (three matches within 17 days, including the time to arrive in the foreign country, to settle in the team's hotel and get trained in view of the first friendly match), the proof that the friendly matches were everything else than secondary to the Respondent's view.
98. The witnesses clearly confirmed that the friendly matches were very important.
99. When it comes to the fees' structure, the Sole Arbitrator does not see in the fact that the fees were calculated on the basis of the number of rooms booked, the proof that the friendly matches were not important as this way of calculating the fees does simply show that the Agreement was seen as a package which shall *"include the organization of three to four (3-4) friendly matches with all the requirements and services."* This Respondent's submission is thus rejected.
100. The Sole Arbitrator notes also that the dispute is not related to specific services provided under the Agreement which would not be related to the friendly matches. In such a case, this should have led the FIFA PSC to refrain from declining its competence given the clear wording of the FIFA MAR.
101. The Sole Arbitrator agrees with the FIFA PSC that Article 18 MAR provides for specific contractual clauses (e.g., provisions for force majeure, player non-appearance, and regulatory acknowledgment) that are tailored to formal match organization agreements. Yet this does not mean that those rules must systematically be found in all match agent agreements when those rules appear to be irrelevant in a specific case.
102. For instance, Article 18 lit. d) of the FIFA MAR which relates to *"the conditions that shall apply if a player who was due to have been fielded under the terms of the contract does not appear in the team (including reasons of force majeure)"* is not applicable to the present case as there was no such player to be fielded. Article 18 lit. b) was also clearly not applicable as the Parties did agree on another type of remuneration for the Appellant than a "net indemnification" or commission for the organization of the Camp during which the friendly matches had to take place. The Parties indeed agreed on fees, all included, calculated on the basis of the rooms occupied by the Respondent's team and officials.
103. On the other hand, the Appellant's expenses were included in his fees as requested under Article 18 lit. a) MAR and the Parties agreed, although, on the conditions that should apply in case of force majeure (coercive circumstances under the terminology in Article 9 of the Agreement), as provided under Article 18 lit. c) MAR. The Parties indeed agreed in Article 9 of the Agreement on penalties for cancellation subject to cases of force majeure.

104. As to Article 18 lit. d) of the FIFA MAR, namely the requirement that to be valid the Agreement should have mentioned that the Parties were aware and undertook to observe the provisions of the FIFA MAR, it is undisputed that the Agreement does not contain such provision and that according to the strict wording of article 18 par. 2 of the FIFA MAR this would lead to the nullity of the Agreement, but while such issue will have to be addressed in order to decide if an amount is, or not, due to the Agent, such breach would in any event not jeopardize FIFA jurisdiction, actually just like any other alleged breach of Article 18 par. 1 MAR.
105. Indeed, nowhere does the MAR subordinate FIFA jurisdiction to the inclusion of the contractual clauses provided for under Article 18 in a match agent agreement. Such condition does clearly not appear under Article 2 MAR, even read in conjunction with the MAR preamble, which defines its scope of application (cf. supra paras. 79-80).
106. The Sole Arbitrator thus concludes that the FIFA PSC was competent to deal with the matter at stake.
107. The Parties did not request that the case be sent back to the FIFA PSC, should the sole Arbitrator consider the latter to be competent, and FIFA expressly requested to be excluded from the present proceedings. Considering the foregoing and in application of the principle of procedural economy, the Sole Arbitrator shall thus decide on the merits of the case.

B. The Appellant's FIFA Match Agent license

108. The Respondent puts forward that the Appellant did not have a valid license when it signed and executed the Agreement.
109. The Sole Arbitrator notes that FIFA confirmed in first instance that its services made an informatic mistake and that the Appellant proved that he had a valid license for the period from May 2024 until May 2025, which was documented via an email from FIFA of 13 May 2025.
110. The clear statement of the FIFA PSC is based on an email from FIFA which was filed already in first instance. The Sole Arbitrator notes further that the Agreement clearly makes reference to the Appellant's license.
111. Based on the above it appears that the Respondent acts in bad faith trying with this submission to avoid the payment of the third instalment due to the Appellant. This Respondent's submission is thus rejected.

C. The alleged nullity of the Agreement and the amount due to the Appellant

112. The Respondent puts forward that the Agreement would be null and void, according to Article 18 par. 2 MAR, as it does not contain the specific contractual clauses provided under the paragraph 1 of this Article.
113. The Sole Arbitrator already found under part IX A. of this award that only the contractual clause of Article 18 par. 1 lit. e) MAR was missing in the Agreement,

namely the requirement that to be valid the Agreement should have mentioned that the Parties were aware and undertook to observe the provisions of the FIFA MAR. The Sole Arbitrator found otherwise that the other contractual clauses provided under Article 18 par 1 lit. a) to c) MAR were either mentioned in the Agreement or were simply not relevant in the present case.

114. According to the strict wording of article 18 par. 2 MAR, the absence of the contractual clause required under Article 18 par. 1 lit. e) MAR would lead to the nullity of the Agreement. The Sole Arbitrator does however note that the Agreement specifically refers to the Appellant's FIFA match agent's license and that the counterparty is a professional football club, so that both Parties are bound by the provisions of the FIFA MAR, be it the Appellant in his capacity of FIFA Match Agent or the Respondent which is bound, per reference to the FIFA Statutes which provide for the obligation to observe the FIFA Regulations.
115. Given the status of both Parties, the Sole Arbitrator finds that the condition set in Article 18 lit. e) FIFA MAR was materially met, namely that the Parties were aware of the FIFA MAR and had undertaken to observe such regulations.
116. Therefore, declaring the Agreement null and void would not only be overformalistic but would conflict with the core principle "*pacta sunt servanda*" in a context where it is undisputed that the Appellant executed his obligations and that the Respondent not only paid two instalments out of three but also confirmed through its CEO on 4 September 2024 that the Camp was "successful".
117. Subsidiarily, the Sole Arbitrator finds that the Respondent's submission on this point should be in any event considered as an abuse of right within the meaning of Article 2 of the Swiss Civil Code as it is clear that with Article 18 lit. e) MAR and Article 18 par. 2 MAR, FIFA did not have the objective to allow the Respondent to escape from its financial commitments in a situation where it is undisputed that the Appellant executed all its obligations to the entire satisfaction of the Respondent.
118. The Sole Arbitrator rejects the Respondent's submission and concludes that the Agreement is valid.
119. It is undisputed that the third instalment claimed by the Appellant was of EUR 24,536 and that the Agreement provides under article 8 par. 2 that this third instalment was due on 30 August 2024.
120. As all Respondent's submissions are rejected and as the Sole Arbitrator finds that FIFA was competent to deal with the matter at stake, the Sole Arbitrator decides that the Respondent is debtor of the Appellant of EUR 24,536 with 5% interest p.a. from 30 August 2024, according to Articles 104 and 108 of the Swiss Code of Obligations.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport pronounces that:

1. The appeal filed on 29 August 2025 by Fakhri Yaiche against the Decision of the Player Status Committee of the FIFA Football Tribunal dated 11 July 2025 is upheld.
2. The decision issued by the Player Status Committee of the FIFA Football Tribunal on 11 July 2025 is set aside.
3. Al-Raed Saudi Football Club shall pay Fakhri Yaiche the amount of EUR 24,536 with 5% interest p.a. from 30 August 2024.
4. (...).
5. (...).
6. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 18 September 2026

COURT OF ARBITRATION FOR SPORT

Nicolas Cottier
Sole Arbitrator