



TAS / CAS

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

CAS 2026/A/12098 Football Club Ordabasy v. Yevhenii Makarenko

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Mr Benoît Pasquier, Attorney-at-law in Zurich, Switzerland

between

Football Club Ordabasy, Kazakhstan

Represented by Mr Paul Greene, Mr Ryan Lipes and Ms Amanda Wendorff, all attorneys-at-law at Global Sports Advocates LLC, United States of America

and

Yevhenii Makarenko, Spain

Represented by Mr Adrii Kharytonchuk, Counsel, Spain

I. PARTIES

1. Football Club Ordabasy (the “**Appellant**” or the “**Club**”) is a professional football club based in Shymkent, Kazakhstan. The Club currently competes in the Kazakhstan Premier League and is affiliated with the Football Federation of Kazakhstan (the “**FFK**”), which in turn is a member of the Union of European Football Associations (“**UEFA**”) as well as the of the Fédération Internationale de Football Association (“**FIFA**”).
2. Mr Yevhenii Makarenko (the “**Respondent**” or the “**Player**”) is a professional football player of Ukrainian nationality, who is currently employed by Football Club Kyzylzhar. The Club and the Player are jointly referred to as the “**Parties**”.

II. FACTUAL BACKGROUND

3. Below is a summary of the main relevant facts and allegations based on the Parties’ written and oral submissions and documentation produced in this appeal. Additional facts and allegations may be set out, where relevant, in connection with the further legal discussion. While the Sole Arbitrator has considered all the facts, allegations, legal arguments and evidence submitted by the Parties in the present proceedings, he refers in this Award only to the submissions and evidence he considers necessary to explain its reasoning.

A. The Employment Contract

4. On 10 July 2023, the Player and the Club signed a fixed-term employment contract No. 124, valid from 10 July 2023 until 10 November 2025 (the “**Contract**”). The Contract was drafted and signed in Russian. The Appellant submitted a translation from Russian to English by a professional translator, which has not been challenged. Therefore, the English translation will be relied on in these proceedings.
5. According to Clause 3.1, the Club undertook to pay the Player the monthly wage of KZT [...] gross and KZT [...] net as stipulated in Appendix No. 1 of the Contract (the “**Appendix No. 1**”). The translation of the relevant provision reads as follows:
“1. The Employer shall pay the Employee a monthly salary in the amount of [...] tenge (gross), of which [...] tenge (net).”
6. Clause 3.2 states that the wage shall be issued to the Player no later than the 10th day of the following month. The translation of Clause 3.2 reads as follows:
“3.2 The wages shall be issued to the Employee no later than the 10th of the following month with deduction of taxes and other mandatory payments and deductions in accordance with the Legislation.”
7. On the same day, the Parties concluded an additional agreement to the Contract (the “**Additional Agreement**”) in Russian. For the present proceedings, the

professional English translation will be used. The translation of Clause 1.1 of the Additional Agreement reads as follows:

"1.1. The "Parties" have come to an agreement on stimulating the Employee by means of bonuses, setting it out in the following wording in paragraph 3 of Appendix No. 1 to the Employment Contract:

"The Employer undertakes to pay monthly bonuses, including compensation payments for unused days of labour leave in the following order:

- 1. until August 10, 2023 - [...] tenge (gross), including [...] tenge (net);*
- 2. until September 10, 2023 - [...] tenge (gross), including [...] tenge (net);*
- 3. until October 10, 2023 - [...] tenge (gross), including [...] tenge (net);*
- 4. until November 10, 2023 - [...] tenge (gross), including [...] tenge (net);*
- 5. until December 10, 2023 - [...] tenge (gross), including [...] tenge (net);*
- 6. until March 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 7. until April 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 8. until May 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 9. until June 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 10. until July 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 11. until August 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 12. until September 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 13. until October 10, 2024 - [...] tenge (gross), including [...] tenge (net);*
- 14. until November 10, 2024 - [...] tenge (gross), including [...] tenge (net).*
- 15. until December 10, 2024 - [...] tenge (gross), of which [...] tenge (net);*
- 16. until March 10, 2025 - [...] tenge (gross), including [...] tenge (net);*
- 17. until April 10, 2025 - [...] tenge (gross), including [...]; [...]"*

8. The Additional Agreement contains further bonus provisions of which clauses 1.2.1 and 1.2.10 are relevant for the present proceedings and read as follows:

"1.2.1. In the event that the team secures 1st place in the Kazakhstan Premier League Football Championship for the 2023, 2024, or 2025 season, and the Employee was registered with the Club in the respective season on the day of the last match of the season, the Employer undertakes to pay a bonus in the amount of [...] tenge (gross), of which [...] tenge (net).

[...]

1.2.10. In addition to the individual bonuses listed above, the Employee shall also be entitled to receive collective bonuses, at the level and in the manner established by the Club for other players of the first team "Ordabasy"."

9. The Additional Agreement does not include specific due dates for the monthly bonuses. However, Clause 3.4 of the Additional Agreement provides that all terms and obligations of the Employment Contract not affected by the Additional Agreement shall remain in full legal force.

10. The Contract further holds in clause 2.4 preliminary sentence and in clause 2.4.10 the following:

“2.4 The Employer is obliged: [...]

10) to compensate for harm caused to the life and health of the Employee during the performance of his labour (official) duties in accordance with the Code and other laws of the Republic of Kazakhstan;”

11. The Contract further holds in clause 2.4 preliminary sentence and in clause 2.4.15 the following:

“2.4 The Employer is obliged: [...]

15) to ensure, at his own expense, the timely completion of preventive, preliminary and mandatory medical/dental examinations of the Employee, and, if necessary, provide medical treatment to the Employee by qualified personnel during the performance of his work duties;”

12. The Contract does not foresee any termination clause as it is fixed term in the meaning of the following clauses 8.1-8.3 of the Contract:

“8.1 Date of conclusion of the Employment Contract: 10.07.2023.

8.2 Date of commencement of work by the Employee: 10.07.2023.

8.3 This Employment Contract is valid until November 10, 2025.”

13. On 31 August 2023, the Club concluded an agreement about bonuses for the main team at the end of the 2023 season (the **“First Bonus Agreement”**). The First Bonus Agreement states the Club, represented by its president Abdubaitov B.T. at the time, the head coach, Mr Alexander Sergeevich Sednev, and the team captain, Mr Tagybergen Askhat Tagybergenuly, as parties of this agreement. Apart from the signatures of the president at the time, the head coach and the team captain, 17 players and eight coaching staff signed the First Bonus Agreement, the fifth player’s signature being the signature of the Player.

14. The First Bonus Agreement established a conditional incentive bonus for the main team and the coaching staff at the end of the 2023 season (**“Championship Bonus”**). It stated:

*“1.1. If the team takes 1st place in the Football Championship of the Republic of Kazakhstan among Premier League clubs of the 2023 season, the Club undertakes to pay bonuses to the players of the Main Team and the Coaching Staff in the amount of [...] **tenge (net, net)**.*

[...]

2. In the event of the occurrence of the conditional situations specified in paragraph 1 of this Agreement the Club undertakes to pay the appropriate amounts to the players of the Main Team and the Coaching Staff by March 31, 2024.”

15. On 21 September 2023, the then president Mr Abdubaitov B.T., the head coach Mr Aleksandr Sergeyeovich Sednev and the team captain Mr Tagybergen Askhat Tagybergenuly signed a different bonus agreement (the “**Second Bonus Agreement**”). The Second Bonus Agreement stated the following:

*“1.1 In the event that the team secures 1st place in the Championship of the Republic of Kazakhstan in football among the clubs of the Premier League of the 2023 season, the Club undertakes to pay bonuses in the amount of [...] **tenge (net)**.”*

Unlike the First Bonus Agreement, the Second Bonus Agreement makes no mention of a payment date.

B. Performance of the Contract

16. Following the conclusion of the Contract, the Club won the 2023 Kazakhstan Premier League (Championship), was the runner-up in the 2023 Kazakhstan Cup and reached the second qualifying round of the UEFA Europa Conference League.
17. In 2024, the Club was in fourth place of the Kazakhstan Premier League (Championship), reached the quarterfinals of the 2024 Kazakhstan Cup and reached the third qualifying round of the UEFA Conference League.
18. On 10 January 2025, the first pre-season training camp for the 2025 season started in Abu Dhabi. After a few days, the Player sustained an injury for which he travelled to Dubai to undergo an MRI examination. Thereafter, he returned to his home in Spain.
19. On 12 February 2025, the second training camp started in Turkey. The Player attended this training camp but was not deemed fit enough by the Club and therefore put on an individual training plan.
20. On 4 April 2025, the Club registered the Player as part of the first team.

C. Notices and termination

21. On 24 February 2025, the Player notified the Club that it had failed to fulfil its obligations regarding payment and that three different bonus payments were outstanding in the total amount of KZT [...] (the “**First Notice**”). The Player requested the Club to fully settle the outstanding amounts within 14 days of receipt.
22. On 24 March 2025, the Player sent a second notice to the Club, informing it that the Club had failed to pay salaries for December 2024, January 2025 and February 2025, which were due on 10 March 2025, in the total amount of KZT [...] (the “**Second Notice**”). Additionally, the Player stated that his share of the team bonus under the First

Bonus Agreement remained outstanding. The Player also claimed that he had not been duly registered as a first-team player, that he had been excluded from team activities and that no reimbursement for his medical and travel expenses had occurred.

23. On 8 April 2025, the Club responded to the Second Notice and informed the Player that it had fulfilled all obligations to pay wages in full, that current wages, pursuant to Clause 3.2 of the Contract, would be paid no later than the 10th of the following month, that the Club had paid the Player a bonus for 1st place in the 2023 Championship of the Republic of Kazakhstan and that the Club had no grounds for reimbursement of the air ticket or medical expenses (the “**Post Notice Response**”).
24. On 9 April 2025, the Player terminated the Contract, referencing the Second Notice and noting that he had received KZT [...] on 26 March 2025 but that KZT [...] remained unpaid and that the breach had not been remedied within the deadline set in the Second Notice.

D. Post-termination events

25. On 25 September 2025, the Player signed a new employment contract with the Uzbek club FC Anijon Viloyat which was valid from its signature until 31 December 2025.

III. PROCEEDINGS BEFORE THE DISPUTE RESOLUTION CHAMBER OF THE FIFA FOOTBALL TRIBUNAL

26. On 29 April 2025, the Player filed a claim before the FIFA Football Tribunal, seeking, inter alia, (i) determination that the Employment Contract was terminated with just cause, (ii) compensation for unilateral termination, (iii) compensation for outstanding salary and bonuses, and (iv) reimbursement of travel and medical expenses.
27. On 25 May 2025, the Club filed its response as well as a counterclaim seeking, inter alia, (i) the rejection of the Player’s claim, (ii) recognition of an unjust termination by the Player, (iii) compensation for the unlawful termination, and (iv) to take possible sporting sanctions against the Player.
28. On 25 July 2025, the Player filed his answer to the Club’s counterclaim.
29. On 13 November 2025, the FIFA Dispute Resolution Chamber (“**DRC**”) rendered its decision (ref. FPSD-19067) (the “**Appealed Decision**”).
30. On 19 December 2025, the FIFA DRC notified the grounds of the Appealed Decision to the Parties.
31. In essence, the FIFA DRC found that the substance of the matter is the justice of the early termination in accordance with art. 14 and 14bis of the Regulations. It found that the question whether the Player was excluded from training or not had not been established through adequate evidence by either party and therefore could not be determined as just cause for early termination. The FIFA DRC then considered that it was undisputed between the Parties that the Player continued to claim having not

received additional remuneration under the Additional Agreement of KZT [...] net each between December 2024 and February 2025. It considered that the Club bore the burden of proof for having complied with its financial obligations and that it did not submit proofs of payment in respect to the amounts claimed by the Player. Consequently, the FIFA DRC concluded that the Player had just cause to unilaterally terminate the Contract and rejected the Club's counterclaim entirely.

32. The operative part of the Appealed Decision reads as follows:

- "1. The claim of the Claimant / Counter-Respondent, Yevhenii Makarenko, is partially accepted.*
- 2. The Respondent / Counterclaimant, Ordabasy, must pay to the Claimant / Counter-Respondent the following amount(s):*
 - KZT [...] net as outstanding remuneration plus 5% interest p.a. as from 1 April 2024 until the date of effective payment;*
 - KZT [...] net as outstanding remuneration plus 5% interest p.a. as from 11 March 2025 until the date of effective payment;*
 - EUR [...] net as reimbursement for flight tickets plus 5% interest p.a. as from 11 March 2025 until the date of effective payment;*
 - AED [...] net as reimbursement for expenses plus 5% interest p.a. as from 11 March 2025 until the date of effective payment;*
 - KZT [...] net as compensation for breach of contract plus 5% interest p.a. as from 10 April 2025 until the date of effective payment.*
- 3. Any further claims of the Claimant / Counter-Respondent are rejected.*
- 4. The counterclaim of the Respondent / Counterclaimant is 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. 24 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 Respondent / Counterclaimant 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 Claimant / Counter-Respondent in accordance with art. 24 par. 7 and 8 and art. 25 of the Regulations on the Status and Transfer of Players.

8. This decision is rendered without costs.”

IV. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

33. On 7 January 2026, the Club filed a Statement of Appeal with the CAS against the Respondent with respect to the Appealed Decision, in accordance with Articles R47 and R48 of the Code of Sports-related Arbitration (the “**CAS Code**”). In its Statement of Appeal, the Club requested the appointment of a sole arbitrator and suggested the nomination of a specific arbitrator. The Respondent agreed to refer the matter to a Sole Arbitrator but objected to the one suggested by the Appellant.
34. On 9 February 2026, within an extended time limit, the Club filed its Appeal Brief, pursuant to Article R51 of the Code.
35. On 23 February 2026, the Respondent informed the CAS Court Office that he did not consider it necessary to hold a hearing. Should a hearing nonetheless be convened, the Respondent requested a case management conference with the Sole Arbitrator.
36. On 24 February 2026, the Respondent filed his answer.
37. On the same day, the CAS Court Office issued a Notice of Formation of a Panel, wherein the Director General of the CAS, considering Articles R33, R52, R53 and R54 of the CAS Code, constituted Mr Benoît Pasquier, Attorney-at-law in Zurich, Switzerland, as Sole Arbitrator.
38. On 27 February 2026, the CAS Court Office acknowledged receipt of the Respondent’s correspondence and noted his position that a hearing was not necessary and that a case management conference should be held only if a hearing were to be convened.
39. On 12 March 2026, the CAS Court Office informed the Parties that, pursuant to Article R57 of the CAS Code, the Sole Arbitrator had decided to hold a hearing (the “**Hearing**”) by videoconference on 13 April 2026 at 14:00 (CET). The Parties were invited to confirm their availability by 19 March 2026.
40. On 13 March 2026, both the Club and the Player confirmed their availability for the Hearing.
41. On 16 March 2026, the CAS Court Office confirmed the Hearing date and called the Parties and their witnesses to appear.

42. On 20 March 2026, the CAS Court Office provided the Order of Procedure to the Parties, which was duly signed by them.
43. On 13 April 2026, a Hearing was held by videoconference. The Sole Arbitrator was assisted by Ms. Lia Yokomizo, Counsel to the CAS. The following persons attended the Hearing:

For the Appellant:

Mr Paul Greene, counsel;

Ms Amanda Wendorff, counsel;

Mr Kuanysh Dakaev, legal counsel and representative of the appellant;

Mr Askhat Seisembek, witness;

Mr Andrey Martin, witness;

Mr Mikhael Gurevich, interpreter.

For the Respondent:

Mr Yevhenii Makarenko, respondent;

Mr Andrii Kharytonchuk, counsel.

44. At the outset of the hearing, the Parties confirmed that they had no objection as to the constitution of the Panel.
45. During the hearing, the Sole Arbitrator heard evidence from the above-mentioned witnesses. Before taking their evidence, the Sole Arbitrator informed the interpreters and the witnesses of their duty to tell the truth, subject to sanctions of perjury under Swiss law.
46. The Parties were given full opportunity to present their case, submit their arguments and answer the questions posed by the Sole Arbitrator. At the end of the hearing, the Parties confirmed that their right to be heard and their right to a fair trial had been fully respected and that they had no objections as to the manner in which the proceedings had been conducted.

V. SUBMISSIONS OF THE PARTIES

47. The following outline is a summary of the Parties' arguments and submissions which the Sole Arbitrator considers relevant to decide the present dispute and does not necessarily comprise each and every contention put forward by the Parties. The Sole Arbitrator has nonetheless carefully considered all the submissions made by the Parties, even if no explicit reference has been made in the following summary. The Parties'

written submissions, documentary evidence and the content of the Appealed Decision were all taken into consideration.

A. The Club's Submission (Appellant)

48. The Appellant's submissions contained in its Statement of Appeal and Appeal Brief may be summarized as follows:

a) The Club never received proper notice of the default because Mr Makarenko's 24 March 2025 Default Notice was inaccurate

- According to article 14bis FIFA RSTP, a Player has just cause to terminate a contract if the following two (2) conditions are met: i) the Club failed to fully compensate a player within 15 days after the player has sent proper written notice of the debt owed and ii) the club has failed to pay at least two months' salary on the due dates. For any salary which is not due monthly, the pro rata value corresponding to two months owed shall be considered in the calculation. The Club maintains that the notice was improper and that the Club did not fail to pay at least two months' salary as a two months' salary amount was not owed to the Player on 24 March 2025.
- The Club maintains that the Player had not provided the Club with a proper notice as it included incorrectly sought payments for which it provided the following arguments:
 - o The salary for December 2024 was requested by the Player in the Second Notice although it had already been paid which the Player later on conceded.
 - o The salary payments for December 2024, January and February 2025 accrued on 10 March 2025 but were only due on 10 April 2025 according to the Additional Agreement.
- Following the above-mentioned errors and inaccuracies, the Club finds that the Player cannot rely on the Second Notice to justify the application of Article 14bis FIFA RSTP and that the Appealed Decision wrongly accepted outstanding salary payments due to the wrong representation by the Player in the Second Notice.

b) The Club did not fail to pay at least two months' salary

- The application of Article 14bis FIFA RSTP requires two months' outstanding salary payments. Where a player's salary is not due on an equal monthly basis, a pro-rata calculation over a 12-month period is necessary. The Club calculates the pro-rata amount as well as the owed amount to the Player per 24 March 2025 as follows:

"[...] tenge (gross)/[...] tenge (net):

[...] tenge (gross) (monthly salary x 2) + [...] (gross) (two-month pro rata amount of guaranteed bonus) = [...] tenge (gross)

[...] tenge (net) (monthly salary x 2) + [...] (net) (two-month pro rata amount of guaranteed bonus) = [...] tenge (net)

Amount actually owed by the Club on 24 March 2025:

[...] tenge (gross)/ [...] tenge (net) (monthly salary x 2) ”

- As the salary payment from the Additional Agreement for the period December 2024 to March 2025 only accrued on 10 March 2025 and became due on 10 April 2025, the amount of KZT [...] (gross), KZT [...] (net) was not due or owed at the time of the Second Notice.
- c) *Mr Makarenko Did Not Have Just Cause to Terminate the Contract under Article 14bis Because the Club Timely Met All Financial Obligations /*
 - On 24 March 2025, the date the Club received the Second Notice, two salary payments of each [...] (gross) KZT, [...] (net) KZT, were outstanding. The Club paid these wages two days after the Second Notice after which it considered all its financial obligations towards the Player as met.
 - The Club's president was not aware of the First Bonus Agreement at the time of the Second Notice but was aware of the Second Bonus Agreement which had been concluded by the same parties. As this is a conditional incentive bonus, the Club is of the view that the payment for the Player's share is only due on the expiration of the Contract pursuant to clause 1.2 of the Contract. The Clubs maintains that the Second Bonus Agreement supersedes the First Bonus Agreement and did not have a due date but that the Club only undertakes to pay bonuses in the amount of KZT [...].
- d) *Mr Makarenko was not entitled to claimed reimbursements*
 - Because the Player opted to incur the costs for his flight to the United Arab Emirates ("UAE") and the cost an MRI in Dubai on his own without prior approval of the Club, the Club is of the view that the Player is not entitled to a reimbursement of these costs as he opted to incur these costs on his own, even though the Club was willing and able to provide the same services for him.
- e) *Mr Makarenko Also Had No Just Cause to Terminate Under Article 14*
 - The Club maintains that the Player was never excluded from the first team. He was placed on a short-term individualised training programme because the coaching staff assessed that his fitness was below the level required for match play. He continued to participate in team meetings, tactical briefings, and other non-field activities during this time. The programme was a temporary measure to improve the Player's fitness and intended to allow his reintegration in the Club. A short-term, fitness-based programme does not amount to "abusive conduct" under Article 14 FIFA RSTP.

- The Club promptly paid all overdue base salary amounts and was fully committed to pay the March 2025 salary which was due on 10 April 2025 as well as the three-month guaranteed bonus that accrued on 10 March 2025 and was due 10 April 2025. The Club remains of the view that there was no abusive conduct and that the Club instead demonstrated its commitment to its contractual obligations.
- In the view of the Club, it acted in good faith by prioritising employee's compensation even though the Club was at the mercy of the government and by attempting to resolve disputes amicably. On the other hand, the Player's termination was not the result of a *ultima ratio* measure but rather an act of bad faith by the Player.

49. In his Appeal Brief, the Club submitted the following requests for relief:

"A. Find that Mr Makarenko did not have grounds to unilaterally terminate his Employment Contract with FC Ordabasy under either Article 14bis or Article 14;

B. Find therefore that FC Ordabasy does not owe Mr Makarenko any amount under his Employment Contract or under the FIFA RSTP since all amounts owed to him prior to his termination had already been paid;

C. Order any other relief to FC Ordabasy that this CAS Panel deems to be just and equitable including an award of costs and fees associated with this case."

B. The Player's Submission (Respondent)

50. The Respondent's submissions contained in his Answer to the Appellant's Appeal Brief may be summarized as follows:

a) Overdue payables from the Additional Agreement

- Regarding the statements made by the Club regarding the (not) overdue salary payments, the Player finds that the wording of clause 3.2 of the Contract cannot be used for the interpretation of the Additional Agreement as this would unrightfully broaden the word "wage" to include "guaranteed bonuses". Therefore, the Club's interpretation falls short and the due date of the individual payments according to the Additional Agreement become due on the accrual date.
- The Player interprets the Contract and Additional Agreement by citing Article 18 of the Swiss Code of Obligations and CAS jurisprudence and finds that the specific and expressly stipulated payment date must prevail over a general clause and that *lex specialis derogate legi generali* applies. Further, the Player maintains that apart from the interpretation alone, the behaviour of the parties has to be considered. According to the payment slips provided as exhibit 1, the Player argues that the payments from the Additional Agreement were ordinarily carried out in the given month in which the amount accrued, that the Club shifted its behaviour in 2025 and that the Club's statements in its Appeal do not align with the accounting records.

- Finally, the Player finds that the interpretation of the Contract and Additional Agreement, combined with the actual behaviour of the Club, makes it clear that the net amount of KZT [...], accrued by 10 March 2025, was indeed also due on 10 March 2025.

b) Overdue payables from the First Bonus Agreement

- The Player states there is no basis to assume novation between the First Bonus Agreement and the Second Bonus Agreement as there is no indication in the Second Bonus Agreement.
- The Player further interprets the situation that the Club's president in 2023 wanted to incentivise the team for the final six matches of the 2023 championship. Consequently, the bonus for securing a win for the 2023 championship would be paid out shortly thereafter, instead of at the end of each individual employment contract. In the case of the Player, this would mean a payment of the bonus for winning the 2023 championship on 10 November 2025.
- To disprove the current president's statement that he was not aware of either Bonus Agreement at the time of receipt of the Second Notice, the Player submits a proposal from the FIFA general secretariat. Therein, it states that the Club is required to pay a different player from the Club his share of the First Bonus Agreement. The Player claims that due to this letter dated 1 April 2025, the Club must have known on 8 April 2025, when it sent its Post Notice Response to the Player, which Agreements were in question.
- As there is no basis to disregard the First Bonus Agreement, the Player maintains that his share of KZT [...] (1/27th of KZT [...]) was due on 31 March 2024.

c) Termination under Art. 14bis RSTP

- The two requirements under Art. 14bis RSTP are that the Club owes the Player two monthly salaries and that the Player has granted 15 days to the Club to fully comply with its financial obligations. The Player agrees with the Club's calculation in its Appeal that the net amount due on a pro-rata basis for two months is KZT [...] but is of the view that the total outstanding amount was KZT [...].
- The Player contradicts the Club's position that the Second Notice was not proper. The Purpose of a notice in the meaning of Article 14bis RSTP is to place the Club in default and provide it with an opportunity to remedy the breach. The erroneous salary claim for December 2024 does not affect the Club's ability to investigate the outstanding payments. The Club indeed did investigate the claimed amounts following receipt of the Second Notice and made partial payments. Consequently, the Club cannot rely on a minor imperfection to prevent the Player's right to terminate the Contract in the meaning of Article 14bis RSTP.

d) Termination under Art. 14 RSTP – Abusive conduct of the Club

- Irrespective of the outstanding payments, the Player finds that he had just cause to terminate the Contract as the Club subjected him to abusive conduct in the meaning of Article 14 RSTP. Submitting a player to individual training should only be done as an exception for which the Club has burden of proof.
- The Player submitted GPS-based performance data that shows the Player being in the mid-range of the first team's fitness just before his exclusion from group training on 22 March 2025. Additionally, the Player never received a clear response by the Club as to whether the exclusion from group training would be a permanent or temporary measure and the Player had not been paid in full in recent time.
- The Player concludes that the allegation of lack of fitness is disproven and that the combination of the exclusion from the first-team training sessions, the lack of registration for the first three league matches, the individual training regime without a valid reason which happened at the same time as payment delays created an objective appearance of retaliatory treatment by the Club which in turn allowed the Player to terminate the Contract with just cause.

e) Unpaid Compensation for the MRI examination and the flight ticket to Dubai

- As the Club is generally responsible for a player's medical care in relation to injuries and the Player sought confirmation from the Club's doctor to undergo the MRI examination in Dubai, the Player deems the Club obliged to reimburse these costs. Additionally, the Technical Director of the Club confirmed the reimbursement of the MRI expenses but doubted the reimbursement of the flight ticket.
- As the whole team received a paid flight ticket by the Club for the training camp in Abu Dhabi, the Player maintains that his arrival a few days prior to the start of the training camp in Dubai should be reimbursed as the Player incurred these costs in connection with his duties.

51. In his Answer, the Player submitted the following requests for relief:

“1) To rule that this Statement of Defence is admissible.

2) To dismiss the Appellant's appeal in its entirety and to uphold the FIFA Football Tribunal Decision (Ref.No. FPSD-19067 dated 19.12.2025).

3) To order the Appellant to bear all costs and expenses arising out of the present arbitration proceedings.

4) To order the Appellant to pay the Respondent a contribution towards its legal fees and expenses incurred in connection with these arbitration proceedings, in an amount of [...] Euros.”

VI. WITNESS EVIDENCE

52. At the hearing, the Sole Arbitrator heard evidence by Mr Askhat Seisembek and Mr Andrey Martin.
53. The evidence may, in its relevant parts, be summarised as follows:
54. Mr Seisembek, the current president of the Club, joined the Club in June 2024. Amongst other reasons, he was appointed to reduce the Club's financial deficit while prioritising salary payments to players. As the Club belongs to a local municipality, it can occur that the Club's cash flow is irregular which sometimes leads to early salary payments to players but also sometimes to late payments. He stated that clause 1.1 of the Additional Agreement needs to be read with clause 3.1 of the Contract which states that salary payments occur on the 10th of the following month. Following the First Notice, the Club investigated the claims. Following the Second Notice, the Club responded on 8 April 2025. As to the Championship Bonus, Mr Seisembek stated that he was not aware of the First Bonus Agreement at the time of the Second Notice but was aware of the Second Bonus Agreement. He further stated that he did not ask the coaching staff to put the Player on an individual training programme and that such decisions were made by the coaching staff independently.
55. Mr Martin, the current coach of the Club, joined the Club on 10 January 2025. He stated that he had known the Player for 6 months before joining the Club. His initial impression of the Player was that he is good and has good skill but was not ready for high-intensity football. The Player at the time was not in the required physical condition as he had an injury to his back. He stated that it was the medical staff's decision for the Player to get therapy. The Player continued to train during the training camp in Turkey. After his recovery, the Player had to get back in shape which is why he received personal training assignments. He stated that the president of the Club has no influence on the coach's decision regarding players. The medical staff has to sign off for a player to play. The coach reviews the player's GPS data every evening. The data needs to be put into context, and all parameters need to be considered. As the Player is a midfield-player, he must be able to run a lot. He was in the middle range of the players but that did not suffice to consider him ready for match play. The coach stated that he takes personal decisions regarding the team composition and selection.

VII. JURISDICTION

56. Article R47 of the 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.”

57. Article 57.1 of the FIFA Statutes provides as follows:

“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.”

58. In addition, Article 58.1 of the FIFA Statutes provides as follows:

“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question.”

59. Clause 9. of the Contract states the following:

“If the dispute between the Parties is not settled during the negotiations, it shall be subject to consideration by the authorized bodies of FIFA.”

60. The Appealed Decision also refers to the CAS as the competent jurisdiction on appeal.

61. The jurisdiction of the CAS is not disputed by the Parties and was further confirmed by the Order of Procedure duly signed by the Parties.

62. Accordingly, the Sole Arbitrator is satisfied that the CAS has jurisdiction to adjudicate the present case.

VIII. ADMISSIBILITY OF THE APPEAL

63. According to Article 57.1 of the FIFA Statutes, *“Appeals against final decisions passed by FIFA’s legal bodies and against decisions passed by confederations, member associations or leagues shall be lodged with CAS within 21 days of receipt of the decision in question”*.

64. The Sole Arbitrator notes that the Appealed Decision also refers to the 21-day deadline upon receipt of its notification for an appeal to the CAS.

65. The Sole Arbitrator notes that the FIFA DRC rendered the Appealed Decision on 13 November 2025 and notified the grounds on 19 December 2025.

66. Considering that the Club filed its Statement of Appeal on 7 January 2026, *i.e.* within the deadline of 21 days set in the FIFA Statutes, the Sole Arbitrator is satisfied that the Appeal was filed in a timely manner. In addition, the Statement of Appeal complied with the requirements of Article R48 of the CAS Code and is, therefore, admissible.

IX. APPLICABLE LAW

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

68. Article 57.2 of the FIFA Statutes provides the following:

“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.”

69. In the present case, the Sole Arbitrator notes that the Parties agree that the various regulations of FIFA (including the FIFA RSTP) shall apply, with Swiss law applying on a subsidiary basis.
70. In light of the above, the Sole Arbitrator holds that the present dispute shall be decided according to the FIFA RSTP and, subsidiarily, Swiss law.

X. MANDATE OF THE SOLE ARBITRATOR

71. According to Article R57 of the CAS Code, the Sole Arbitrator has full power to review the facts and the law of the case. Furthermore, the Sole Arbitrator may issue a new decision which replaces the decision challenged or may annul the decision and refer the case back to the previous instance.

XI. MERITS

A. PRELIMINARY FRAMEWORK AND GENERAL PRINCIPLES

72. In light of the Parties’ submissions and the evidence on file, the Sole Arbitrator must determine, first, whether the Player terminated the Contract with just cause and, second, the financial consequences flowing from that termination, including the claimed reimbursement items.
73. As held earlier in the award, the present dispute shall be decided according to the FIFA RSTP and, subsidiarily, Swiss law.
74. Article 14 RSTP reads as follows:

“14. Terminating a contract with just cause

- 1. A contract between a professional and a club may only be terminated upon expiry of the term of the contract or by mutual agreement. Terminating a contract with just cause A contract may be terminated by either party without consequences of any kind (either payment of compensation or imposition of sporting sanctions) where there is just cause. In general, just cause shall exist in any circumstance in which a party can no longer reasonably and in good faith be expected to continue a contractual relationship.*

2. *Any abusive conduct of a party aiming at forcing the counterparty to terminate or change the terms of the contract shall entitle the counterparty (a player or a club) to terminate the contract with just cause.*

14bis Terminating a contract with just cause for outstanding salaries

1. *In the case of a club unlawfully failing to pay a player at least two monthly salaries on their due dates, the player will be deemed to have a just cause to terminate his contract, provided that he has put the debtor club in default in writing and has granted a deadline of at least 15 days for the debtor club to fully comply with its financial obligation(s). Alternative provisions in contracts existing at the time of this provision coming into force may be considered.*
2. *For any salaries of a player which are not due on a monthly basis, the pro-rata value corresponding to two months shall be considered. Delayed payment of an amount which is equal to at least two months shall also be deemed a just cause for the player to terminate his contract, subject to him complying with the notice of termination as per paragraph 1 above.*
3. *Collective bargaining agreements validly negotiated by employers' and employees' representatives at domestic level in accordance with national law may deviate from the principles stipulated in paragraphs 1 and 2 above. The terms of such an agreement shall prevail."*

75. For present purposes, the distinction between Article 14 and Article 14bis FIFA RSTP is material. Article 14 provides the general just-cause framework, whereas Article 14bis governs the specific situation of termination for overdue remuneration. CAS has treated Article 14 and Article 14bis as separate, autonomous legal bases, Article 14 requiring a case-specific just-cause assessment and Article 14bis establishing specific conditions for termination due to unpaid receivables (CAS 2020/A/7262, para. 173).
76. CAS has also treated Article 14bis as conferring an automatic right to terminate once its objective requirements are met, unlike Article 14, under which the terminating player must prove just cause (CAS 2024/A/10299, para. 81).
77. The written default notice required by Article 14bis must be assessed in light of its function. As reflected in CAS jurisprudence, the purpose of such notice is to provide clarity and legal certainty and to afford the club a final opportunity to comply before termination is exercised (CAS 2024/A/10777, paras. 173-177).
78. Certain issues in the present dispute also require contractual interpretation under Swiss law. Under Article 18 SCO, the adjudicator must first seek the parties' true and common intention; if that intention cannot be established, the contract must be interpreted according to good faith, taking into account the wording, the context, and all relevant circumstances (CAS 2015/A/4187, paras. 110-111; CAS 2023/A/9960, 116-119). CAS jurisprudence further recognises that subsequent conduct of the parties may be a

relevant indicator of contractual meaning and of what the parties understood at the time of performance (CAS 2023/A/9960, para. 118).

79. Finally, as to the relationship between the First Bonus Agreement and the Second Bonus Agreement, Swiss law requires caution before finding novation. Under Article 116 SCO, novation is not presumed; it exists where an existing debt is replaced by another debt and is not established where the parties merely agree on a payment schedule for the same debt (CAS 2017/A/5046, para. 120-123).
80. Against that background, the merits analysis turns first to Article 14 FIFA RSTP and then to Article 14bis FIFA RSTP, before addressing the financial consequences of termination with just cause.

B. WHETHER THE PLAYER HAD JUST CAUSE UNDER ARTICLE 14 FIFA RSTP

81. The Sole Arbitrator has carefully reviewed the evidence adduced by the Parties concerning the allegation that the Club's conduct, independently of the payment defaults, amounted to abusive conduct capable of justifying termination under Article 14 FIFA RSTP.
82. Given that the Player terminated the Contract, the burden of proving that such premature termination was justified lies with the Player (CAS 2018/A/5771 & 5772, para. 123).
83. CAS jurisprudence recognises that just cause under Article 14 is exceptional and requires a breach of such seriousness that the essential conditions under which the contract was concluded are no longer present and the injured party cannot in good faith be expected to continue the employment relationship (CAS 2020/A/6950, para. 137-142; CAS 2021/A/8471, para. 177).
84. The same jurisprudence further shows that separation from first-team activities, isolated training, deregistration, or similar measures may, depending on their nature, duration, justification, and context, amount to abusive conduct. The relevant factors include why the player was removed, whether the measure was temporary or permanent, whether the player continued receiving full remuneration and benefits, whether the contract allowed such reassignment, and whether the player trained alone or with a team (CAS 2022/A/8963, para. 72; CAS 2021/A/7714, para. 95). At the same time, not every temporary separate-training regime will suffice. CAS has accepted that a short, temporary measure may fall short of just cause where the player continues to receive full salary and the contractual framework does not prohibit such assignment (CAS 2019/A/6171 & 6175, paras. 125-126). By contrast, prolonged isolation without proper justification, especially where coupled with coercive conditions, may amount to abusive conduct under Article 14(2) FIFA RSTP. CAS has held that requiring a player to train in isolation for several consecutive weeks, without valid explanation, and conditioning reinstatement on waiver of legal rights constituted coercive and disproportionate conduct (CAS 2024/A/10775, paras. 110-113). Likewise, CAS has held that removal from the first team and demotion to the second team for training purposes may be

abusive where such removal is unwarranted and amounts to a unilateral change of the employment relationship to the player's detriment (CAS 2020/A/6950, paras. 152-153).

85. CAS has also recognised that deregistration or non-registration may, absent legitimate justification, infringe a player's fundamental right to practise his profession and may therefore constitute just cause for termination (CAS 2024/A/10505, paras. 161-162)
86. In the present case, while the Sole Arbitrator does not exclude that the Player may have subjectively perceived his treatment in early 2025 as a form of marginalisation, the documentary record does not support the conclusion that the measures taken by the Club were taken in bad faith or for the sole purpose of forcing the Player to leave.
87. The evidence on file further shows that the individual training regime was of a temporary nature and that the Player was subsequently registered with the first team. On the facts available in the record, the Player has therefore not established conduct of such seriousness as, on its own, to render continuation of the employment relationship unreasonable within the meaning of Article 14 FIFA RSTP.
88. Accordingly, the Sole Arbitrator finds that the evidence on file cannot, on its own, establish just cause for termination of the Contract on the basis of the alleged abusive conduct of the Club within the meaning of Article 14 FIFA RSTP. This conclusion, however, does not prejudice the separate question whether the objective conditions of Article 14bis FIFA RSTP were satisfied, Article 14bis being a distinct and specific basis for termination due to overdue remuneration.

C. WHETHER THE PLAYER HAD JUST CAUSE UNDER ARTICLE 14BIS FIFA RSTP

1. VALIDITY OF THE DEFAULT NOTICE

89. Article 14bis(1) FIFA RSTP requires, as a procedural precondition for termination, that the player put the debtor club in default in writing and grant a deadline of at least 15 days for the debtor club to fully comply with its financial obligations. CAS jurisprudence confirms that the provision requires written notice but imposes no particular method of delivery so long as the club effectively receives written notification (CAS 2020/A/7262, para. 178).
90. As previously stated, the function of that notice is to provide clarity and legal certainty and to give the defaulting club a final opportunity to cure the alleged breach.
91. The Club contends that the Second Notice was not valid because it erroneously included the December 2024 salary, which had already been paid, and because the amounts claimed under the Additional Agreement had, in its view, not yet fallen due.
92. The Sole Arbitrator does not accept that submission. CAS jurisprudence shows that the decisive question is whether the notice enables the club to understand the default and to cure it (CAS 2024/A/10777, para. 175-176). Where a notice fails to identify the alleged breach with sufficient precision, the defect may be substantive and fatal (CAS

2024/A/10777, para. 177), but where the club remains in a position to understand the outstanding obligations and the notice is not fully complied with, later dispute or reduction of the amount does not require the player to restart the process with a fresh default notice (CAS 2024/A/10299, para. 93).

93. In the present case, the erroneous inclusion of the December 2024 salary did not materially affect the validity of the notice as a whole. The remaining claims were substantial, clearly identified, and alleged as overdue. Moreover, the Club's own conduct confirms that it understood the default, since it investigated the claims, responded, and made partial payments. In those circumstances, the inaccuracy did not prevent the notice from performing the function required by Article 14bis.
94. Accordingly, the Sole Arbitrator finds that the Second Notice constituted a valid notice of default within the meaning of Article 14bis FIFA RSTP.

2. DUE DATES FOR SALARY AND MONTHLY BONUSES

95. The next question is whether the remuneration invoked in the Second Notice was in fact due at the relevant time. As regards base salary, the Contract is clear. Clause 3.1 of the Contract, read with Annex 1, stipulates a base salary of KZT [...] net, and Clause 3.2 provides that the wage is paid on the 10th of the following month. Neither the amount nor the application of Clause 3.2 to the base salary is disputed.
96. The principal disagreement concerns the due date of the monthly bonuses under the Additional Agreement. The Sole Arbitrator must therefore determine, as a matter of contractual interpretation, whether those bonuses fell due on the dates stated in the Additional Agreement itself or only on the 10th day of the following month under Clause 3.2 of the Contract.
97. Under Article 18 SCO, the starting point is the parties' true and common intention; if that intention cannot be established, the clause must be interpreted according to good faith, taking into account the wording, the context, and all circumstances (CAS 2015/A/4187; CAS 2023/A/9960; CAS 2017/A/5183).
98. The Additional Agreement provides, with respect to each monthly bonus, that the employer undertakes to pay the relevant amount "until [date]". The natural and ordinary meaning of that wording is that payment must be made by, and no later than, the date stated.
99. The Sole Arbitrator therefore does not accept the Club's interpretation that the stated date was merely an accrual date and that payment became due only on the 10th day of the following month. The Additional Agreement does not refer back to the Contract's general wage-payment clause, and the relevant clause must accordingly be read primarily for itself. CAS jurisprudence recognises that, even where wording appears clear, the tribunal must still verify whether that wording corresponds to the parties' true intent in its factual and contractual context (CAS 2024/A/10975, paras. 88-89).

100. This interpretation is further confirmed by the conduct of the Parties in performance. CAS jurisprudence recognises that subsequent conduct, and more generally the behaviour of the parties in implementing the contract, is a relevant interpretive aid under Article 18 SCO (CAS 2025/A/11575, 93-95). The payroll records show that, in earlier months, the Club had effectively paid the monthly bonuses by the dates indicated in the Additional Agreement, and not on the 10th day of the following month as it now contends. That practice supports the conclusion that the specific dates in the Additional Agreement were understood by both Parties as payment deadlines.
101. While the Club's internal financial or administrative circumstances may explain fluctuations in its payment practice, they cannot, as a matter of law, justify non-payment of remuneration owed to a contracted player and do not relieve the Club of its obligations under the Contract, the Additional Agreement, or the FIFA RSTP.
102. Accordingly, the Sole Arbitrator finds that, under the Additional Agreement, the monthly bonuses had to be paid by, and not later than, the dates expressly stipulated therein, and not on the 10th day of the month following the accrual.

3. EFFECT OF THE FIRST AND SECOND BONUS AGREEMENTS

103. A separate issue arises in relation to the 2023 Championship Bonus. The Sole Arbitrator notes that two successive agreements were concluded between the Parties: the First Bonus Agreement dated 31 August 2023 and the Second Bonus Agreement dated 21 September 2023. The First Bonus Agreement clearly stipulates that the Championship Bonus, in the amount of KZT [...] net, is to be paid by 31 March 2024, whereas the Second Bonus Agreement, although it concerns the same bonus amount, is silent regarding the payment date.
104. The Club argues that the Second Bonus Agreement superseded or novated the First Bonus Agreement. The Sole Arbitrator cannot accept that position.
105. Under Swiss law, as seen above, novation is not presumed. CAS has held that a novation exists where an existing debt is replaced by another debt relationship, but not where the parties merely agree on a payment schedule or otherwise leave the original debt unchanged in substance (CAS 2017/A/5046, paras. 120-125).
106. In the present case, the Second Bonus Agreement does not make any reference to the First Bonus Agreement and contains no indication of an intention to replace it within the meaning of Article 116 SCO.
107. In the absence of such clear intention and given the silence of the Second Bonus Agreement on the payment date, the Sole Arbitrator finds that the original due date stipulated in the First Bonus Agreement, namely 31 March 2024, continued to govern.
108. This conclusion is reinforced by the fact that the Second Bonus Agreement was signed by only three individuals, whereas the First Bonus Agreement was signed by 27 individuals, including the Player. The Club has not established how those three

signatories were authorised to extinguish or replace the earlier arrangement binding all 27 signatories.

109. Nor is the Club assisted by its submission that its current president was unaware of the First Bonus Agreement at the time of the Second Notice. That circumstance, even if true, is irrelevant. The First Bonus Agreement was a valid and binding agreement signed by the Club, and a change in the Club's leadership does not relieve it of obligations arising from agreements concluded by its predecessors.
110. Consequently, the Championship Bonus fell due on 31 March 2024 and was, on the date of the Player's notices, long overdue.

4. WHETHER THE ARTICLE 14BIS THRESHOLD WAS MET AND WHETHER THE CLUB CURED THE DEFAULT

111. The Sole Arbitrator must next determine whether, at the relevant time, the Club had unlawfully failed to pay at least two monthly salaries on their due dates within the meaning of Article 14bis FIFA RSTP.
112. By this stage of the analysis, it has been found that the base salary according to the Contract was due on the 10th of the following month in the amount of KZT [...] net, that the monthly bonuses according to the Additional Agreement were due on the dates stated in that agreement, and that the Championship Bonus was due on 31 March 2024 according to the valid First Bonus Agreement.
113. CAS jurisprudence shows that Article 14bis(2) RSTP applies where remuneration is not due on a monthly basis, in which event the pro-rata value corresponding to two months must be considered (CAS 2020/A/6959, para. 90). CAS has also clarified that Article 14bis(2) RSTP is concerned with the timing and frequency of payment, not merely the fact that monthly instalments may be unequal in size. If one instalment remains payable each month, Article 14bis(2) RSTP does not apply simply because the monthly instalments differ in amount (CAS 2024/A/10777, para. 174). CAS jurisprudence is nuanced as to whether supplementary remuneration counts toward the Article 14bis threshold. On the one hand, bonuses and sign-on fees are in principle outside Article 14bis where they are separate from salary (CAS 2020/A/6959, para. 91). On the other hand, if a so-called bonus or supplementary amount is fixed or objectively determinable and forms an integral part of total remuneration rather than an autonomous contingent reward, CAS has treated it as part of salary for Article 14bis purposes (CAS 2020/A/7262, paras. 169).
114. In the present case, the Sole Arbitrator determines that the guaranteed remuneration under the Contract and Additional Agreement forms part of the Player's average monthly salary for the purpose of assessing whether the Club's overdues exceeded the equivalent of two months' remuneration.
115. The Player submitted the Second Notice on 24 March 2025 and identified outstanding remuneration for the relevant preceding periods. On the Sole Arbitrator's findings

above, the amounts due under the Additional Agreement had already fallen due by that time, and the Championship Bonus had been due since 31 March 2024.

116. Considering the base salary together with the guaranteed remuneration structure, the overdue amounts exceeded the threshold corresponding to two months' salary within the meaning of Article 14bis RSTP.
117. The remaining question is whether the Club fully cured the default within the 15-day period. Article 14bis RSTP requires full compliance (“[...] *to fully comply with its financial obligation(s)*”), not merely partial payment, within the cure period (CAS 2024/A/10899, para. 65).
118. The record shows that the Club made only two payments, each in the amount of KZT [...], corresponding to two months' base salary, while leaving the significantly larger sums due under the Additional Agreement and the Championship Bonus unpaid.
119. CAS jurisprudence confirms that reducing the amount due to below two monthly salaries at the time of termination does not constitute compliance with the default notice and does not require the player to begin the process again with a fresh notice; what matters is whether the club remedied in full the obligations outlined in the notice (CAS 2024/A/10299, paras. 80, 87-88).
120. The Sole Arbitrator therefore finds that the Club did not fully comply with its overdue financial obligations within the 15-day period prescribed by Article 14bis(1) FIFA RSTP.
121. Accordingly, the condition of at least two months' outstanding salary was met, and the Club failed to cure the default within the prescribed deadline.

5. RESPONSE TO THE CLUB'S *ULTIMA RATIO* / BAD-FAITH OBJECTION

122. The Club further submits that the Player's termination was not an *ultima ratio* measure but rather an act of bad faith.
123. The Sole Arbitrator rejects that submission. As seen above, CAS jurisprudence treats Article 14bis as an autonomous mechanism which, once its objective requirements are met, entitles the player to terminate the contract with just cause without the need to prove an additional free-standing element of abusive conduct, broken trust, or *ultima ratio* under Article 14 RSTP. CAS has expressly stated that Article 14bis gives the player an automatic right to terminate once the relevant conditions are satisfied.
124. In the present case, those objective conditions were met, and the partial payments made by the Club did not amount to full compliance within the cure period. The Club's objection therefore cannot succeed.
125. For all of these reasons, the Sole Arbitrator concludes that, although the evidence on file cannot, on its own, establish just cause under Article 14 RSTP, the Player had just cause to terminate the Contract on 9 April 2025 pursuant to Article 14bis FIFA RSTP.

6. CONSEQUENCES OF TERMINATION WITH JUST CAUSE

A) OUTSTANDING REMUNERATION

126. In light of the foregoing, the financial consequences determined in the Appealed Decision are to be upheld.
127. The Player is entitled to the outstanding base salary and monthly bonuses found due above, together with the Championship Bonus maintained in the amount reflected in the Appealed Decision.

B) REIMBURSEMENT OF MRI AND FLIGHT EXPENSES

128. The Club is of the view that the Player was not entitled to reimbursement for his flight to the training camp or his private MRI in Dubai, as he chose to incur both expenses on his own without the Club's prior approval, in violation of the Contract. The Club had offered to cover or arrange both services, but the Player declined in favour of his own personal preferences.
129. The Player demanded the reimbursement of a medical treatment as well as the flight cost for his travels from Dubai to the training camp. He contacted the Technical Director of the Club before the MRI treatment to ask about the reimbursement of the examination and the flight ticket. While the Technical Director was unsure about the flight ticket, he confirmed the reimbursement of the MRI. The Player is of the view that his later arrival does not release the Club of duty to pay for travel costs.
130. From the Club's submissions, the Sole Arbitrator concludes that the Club does not deny that such expenses are generally covered by the Club under the Contract but rather contends that no reimbursement is owed in this instance as the Player incurred these costs on his own initiative. This argument fails, as the Club has not demonstrated that the costs incurred by the Player were higher than they would have been had the Player flown with the team to the training camp or had he undergone the MRI treatment in Abu Dhabi instead of Dubai. Specifically, the Player did not request reimbursement for travel between Abu Dhabi and Dubai for the MRI examination, but only for costs that the Club would ordinarily cover. Therefore, the Club is required to reimburse both the MRI treatment and the flight costs.

C) COMPENSATION FOR BREACH OF CONTRACT

131. CAS jurisprudence confirms that, absent a valid pre-agreed compensation clause, compensation under Article 17(1) FIFA RSTP is generally based on the residual value of the prematurely terminated contract, subject to deduction of overlapping earnings under any new employment (CAS 2024/A/10775, paras. 115-118). CAS may also take into account mitigation arising after the FIFA decision, because mitigation is an ongoing duty until the final CAS award (CAS 2022/A/9004, paras. 82-86).

132. In the present case, however, neither Party advanced a developed challenge to the compensation calculation before the Sole Arbitrator.
133. In those circumstances, and given the finding that the termination was with just cause, the Sole Arbitrator sees no reason on the present record to modify the compensation maintained in the Appealed Decision.

7. SYNTHESIS

134. In light of the above analysis, the Sole Arbitrator concludes that the Player did not establish an autonomous just cause for termination under Article 14 FIFA RSTP on the basis of the alleged abusive conduct of the Club. He did, however, establish just cause under Article 14bis FIFA RSTP because the Second Notice was valid, the relevant remuneration had fallen due, the First Bonus Agreement remained applicable, the overdue remuneration exceeded the statutory threshold, and the Club failed to cure the default within the 15-day period.
135. The resulting financial consequences are therefore those upheld in the Appealed Decision, namely payment of the outstanding remuneration, reimbursement of the MRI and flight expenses, and compensation for breach of contract, each with the interest specified in the dispositive part.

XII. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed on 7 January 2026 by Football Club Ordabasy against the decision rendered on 13 November 2025 by the FIFA Dispute Resolution Chamber in case ref. FPSD-19067 is dismissed.
2. The decision rendered on 13 November 2025 by the FIFA Dispute Resolution Chamber in case ref. FPSD-19067 is upheld.
3. (...).
4. (...).
5. All other or further prayers for relief are dismissed.

Seat: Lausanne, Switzerland

Date: 24 August 2026

THE COURT OF ARBITRATION FOR SPORT

Benoît Pasquier
Sole arbitrator