



TAS / CAS
TRIBUNAL ARBITRAL DU SPORT
COURT OF ARBITRATION FOR SPORT
TRIBUNAL ARBITRAL DEL DEPORTE

CAS 2025/A/11526 Al Fayha Football Club v. Fabio Muchinel Tepedino

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

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

in the arbitration proceedings between

Al Fayha Football Club, Saudi Arabia

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

-Appellant-

Mr. Fabio Muchinel Tepedino, Brazil

Represented by Mr. Felipe de Macedo, Mr. Diogo Lima de Souza and Mr. Igor Gomes Ferreira, attorneys-at-law, Rio de Janeiro, Brazil

-Respondent-

I. THE PARTIES

1. Al Fayha Football Club (“Al Fayha”, the “Club” or the “Appellant”) is a Saudi football club affiliated with the Saudi Arabia Football Federation (“SAFF”), which in turn is registered with the *Fédération Internationale de Football Association* (“FIFA”).
2. Mr. Fabio Muchinel Tepedino (the “Goalkeeper Coach” or the “Respondent”) is a Brazilian football goalkeeper coach who rendered services for the Club, being part of the coaching staff led by Mr. Vuk Rašović (the “Head Coach” or “Mr. Rašović”) as goalkeeper coach.
3. The Appellant and the Respondent will be hereinafter jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND AND THE PROCEEDINGS OF FIRST INSTANCE

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

A. Background Facts

5. On 10 November 2022, Al Fayha entered into an employment contract with Mr. Tepedino for the 2022/2023, 2023/2024 and 2024/2025 seasons (the “Contract”), to become a part of the coaching staff headed by Mr. Rašović, namely to replace another goalkeeper coach, who resigned.
6. Clause 4 of the Contract reads in the pertinent part as follows:

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

4.1. In consideration for the services to be provided by the Second Party under this contract, the Coach shall be entitled to receive from the Club the total amount of US\$ 253.333 (two hundred fifty-three thousand three hundred thirty-three United States Dollars) for the three sport seasons, free of any taxes or charges (the “remuneration”) that shall be paid by the club in equal monthly and successive instalments in the unitary amount of US\$ 8.000 (eight thousand United States Dollars) on the last working day of every calendar month during the contract's term, beginning on the starting of the contract (the “monthly salaries”).

4.2. In addition to the coach remuneration, he will be entitled to receive bonuses match in the amount correspondent to 50% (fifty percent) of the players bonuses that shall be paid within 15 (fifteen) days after the achievement of the respective objective.

[...]

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

7. Clause 5 of the Contract provided the following in relation to its termination:

“Clause five (contract’s termination)

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

5.2 Whereas the first year amount is fixed, then the second and third season of the contract which starts on 10\11\2022 and end on 30\06\2025, The club shall be permitted to terminate this employment contract prior to the termination date without any valid reason and without any provided payment. In this case the coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.

5.3 Whereas the first year amount is fixed, then the second and third season of the contract which starts on 10\11\2022 and end on 30\06\2025, The coach shall also be permitted to terminate this employment contract prior to the termination without any provided payment. In this case the coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.

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

8. From December 2022 up to April 2024, the Club repeatedly incurred payment defaults towards the Head Coach and the rest of the coaching staff, including the Goalkeeper Coach, Mr. Tepedino, and led to an extensive correspondence exchange between the Club and the Head Coach, on his own behalf and on behalf of his staff, requesting to be paid with the amounts due.
9. On 28 May 2024, once season 2023/2024 had ended, the Goalkeeper Coach and all the other members of the coaching staff led by the Head Coach left Saudi Arabia on vacation.
10. On 7 June 2024, Mr. Rašović sent a letter to the Club announcing that he and his coaching staff had decided not to continue for the upcoming 2024/2025 and proposed the Club to sign a mutual termination agreement. If the proposed way of contractual termination was not accepted by the Club, the Head Coach stated that “[...] *my team and I will have to strictly execute provisions for activating a termination option after season 2023/24 [...]*”.
11. On 23 June 2024, Mr. Tepedino personally sent a letter to the Club stating that he would exercise his right to terminate the Contract in accordance with its clause 5.3 (the “Termination Option”) and claiming the outstanding salary of June 2024 and unpaid bonuses.

12. On 1 July 2024, Mr. Tepedino sent to the Club a notice of termination of the Contract based on the Termination Option and requested again the payment of the outstanding amounts previously claimed. Mr. Tepedino then joined Kalba FC as part of the coaching staff of Mr. Rašović.
13. On 12 July 2024, the Goalkeeper Coach sent a default notice to the Club regarding the outstanding payments.

B. The proceedings before FIFA

14. On 16 July 2024, the Club filed a claim against the Goalkeeper Coach before the FIFA Player Status Chamber (the “FIFA PSC” or the “PSC”) for breach of contract, asking him to be ordered to pay Al Fayha a compensation in the amount of USD 96,000 net plus 5% interest from 1 July 2024.
15. On 19 August 2024, the Goalkeeper Coach opposed to the claim and filed a counterclaim against the Club by virtue of which he requested the PSC to order Al Fayha to pay him the following amounts: (i) USD 8,000 net as outstanding salary for June 2024; and (ii) SAR 137,500 as outstanding bonus. The Goalkeeper Coach also requested the Appellant being ordered to pay 5% interest *per annum* on each due amounts and that sanctions were imposed on the Club at the discretion of the PSC, if applicable.
16. On 18 September 2024, the Club submitted its answer to the counterclaim, in which it rejected all the Goalkeeper Coach’s requests.
17. On 23 April 2025, the FIFA PSC issued its decision resolving the dispute between the Club and the Goalkeeper Coach (the “Appealed Decision”), which operative part reads as follows:

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

2. The counterclaim of the Respondent / Counterclaimant, Fabio Muchinel Tepedino, is partially accepted.

3. The Claimant / Counter-Respondent must pay to the Respondent / Counterclaimant the following amount(s):

- *USD 8,000 net as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment; and*
- *SAR 137,500 as outstanding remuneration plus 5% interest p.a. as from 1 July 2024 until the date of effective payment.*

4. Any further claims of the Respondent / Counterclaimant are rejected.

*5. Full payment (including all applicable interest) shall be made to the bank account indicated in the **enclosed** Bank Account Registration Form.*

6. Pursuant to art. 8 of Annexe 2 of the Regulations on the Status and Transfer of Players, if full payment (including all applicable interest) is not made **within 45 days** of notification of this decision, the following **consequences** shall apply:

1. The Claimant / Counter-Respondent shall be banned from registering any new players, either nationally or internationally, up until the due amount is paid. The maximum duration of the ban shall be of up to three entire and consecutive registration periods.

2. The present matter shall be submitted, upon request, to the FIFA Disciplinary Committee in the event that full payment (including all applicable interest) is still not made by the end of the three entire and consecutive registration periods.

7. The consequences **shall only be enforced at the request of the Respondent / Counterclaimant** in accordance with art. 8 par. 7 and 8 of Annexe 2 and art. 25 of the Regulations on the Status and Transfer of Players.

8. This decision is rendered without costs.”

18. On 30 May 2025, the grounds of the Appealed Decision were notified to the Parties. These grounds can be briefly summarized as follows:

- Clause 5.3 of the Contract provided the Goalkeeper Coach an option to terminate it without any consequences;
- Even if potestative clauses cannot be blindly enforced and may be declared null and void if abusive, this is not the case herein. The Club expressly accepted to include the Termination Option in the Contract and did not demonstrate that there was some type of imbalance or bad faith of the Goalkeeper Coach when negotiating the Contract;
- The Termination Option was a negotiating tool reasonably used by the Goalkeeper Coach to protect his own interests and was not abusive;
- The Club’s claim of termination without just cause shall thus be dismissed;
- Regarding the Goalkeeper Coach’s counterclaim, the FIFA PSC determined that the Contract was not formally terminated until 1 July 2024 and that from the end of May 2024, the Goalkeeper Coach was authorized by the Club to take his holiday during the off-season. Accordingly, the payment of USD 8,000 net corresponding to the Goalkeeper Coach’s salary of June 2024 is due. With regard to the bonus claimed, Mr. Tepedino provided evidence for each of the sporting results that merited a bonus payment, which was logical and confirmed by his peers. The Club argued that its payment was optional and discretionary and did not provide information on the bonuses paid. On that basis, the PSC considered that the Goalkeeper Coach was entitled to also receive SAR 137,500 as outstanding bonus amounts.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

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

“The Appellant requests the Honorable Panel, as follows:

1. To accept this appeal against the Decision of FIFA PSC passed on 23 April 2025 and notified to the parties with grounds on 30 May 2025, Ref: FPSD-15254.

2. To annul the decision FIFA PSC in its entirety and to declare that:

- The respondent terminated the Employment Contract concluded with the club unlawfully and without valid reason (or just cause);

*- To order the respondent to pay to the Appellant **Ninety-six Thousand USD (USD 96,000 NET) as compensation** for unilateral termination of the Employment Contract without just cause plus default interest at the rate of 5% per annum from 01 July 2024 until the effective date of payment;*

- Condemn the respondent to pay all CAS costs.”

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

21. On 19 June 2025, the CAS Court Office sent the Statement of Appeal to the Goalkeeper Coach, granted an initial 10-day extension to the Club to file the Appeal Brief and invited the Respondent to state whether he agreed on the additional 80-day extension. Additionally, the CAS Court Office informed the Goalkeeper Coach that Al Fayha had filed before the CAS other appeals against three other members of the coaching staff of Mr. Rašović at the Club (CAS 2025/A/11523, CAS 2025/A/11524 and CAS 2025/A/11525) and asked the Parties whether they agreed to submit all the proceedings to the same CAS Panel. Both Parties agreed to it.

22. On 27 June 2025, the Respondent disagreed on granting an additional 80-day extension to the Appellant to submit the Appeal Brief, requested the appointment of a three-member Panel and informed that he did not intend to pay his share of the advance of costs.

23. Also on 27 June 2025, the Deputy President of the CAS Appeals Division partially granted the Appellant’s request for an additional extension to file the Appeal Brief. The extension granted to the Club was of 20 days.

24. On 1 July 2025, the CAS Court Office informed the Parties of the decision of the Deputy President of the Appeals Division to submit the present matter to a Panel of three arbitrators and, accordingly, invited the Appellant to nominate an arbitrator.

25. On 2 July 2025, the CAS Court Office took note that the Appellant appointed Mr. James Drake KC as arbitrator and invited the Respondent and the three other members of the

coaching staff which are respondents in the other three CAS related proceedings to jointly nominate an arbitrator.

26. On 14 July 2025, the Respondent and the other members of the coaching staff appointed Dr. Siarhei Ilyich as an arbitrator.
27. On 17 July 2025, the Appellant challenged the nomination of Dr. Siarhei Ilyich.
28. On 24 July 2025, the Appellant submitted its Appeal Brief, with the following request for relief:

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

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

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

FOURTH – To order to the Coach to pay to the Club USD 96,000 as compensation for unilateral termination of the Employment Contract without just cause plus default interest at the rate of 5% per annum from 01 July 2024 until the effective date of payment;

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

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

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

“151. The Respondent respectfully requests that the CAS represented by the Panel render an award as follows:

A) Declare this Answer to the Appeal admissible and duly submitted in accordance with the Cas Code;

B) Confirm, as a preliminary matter, that the portion of the FIFA Football Tribunal's decision ordering the Club to pay overdue amounts to the Respondent remains unaffected by the Club's prayers for relief, and therefore must be upheld in full. Any attempt to alter this unchallenged portion of the decision would constitute a violation of the principle of ne ultra petita;

C) Dismiss the Club's appeal in its entirety and uphold the FIFA Football Tribunal's decision in full;

D) In the alternative, should the Panel decide to partially uphold the Club's appeal and set aside any portion of the FIFA decision—which the Respondent firmly contests—the Respondent respectfully requests that the Panel limit any relief granted to the minimum extent possible, in line with the factual and legal considerations set forth herein;

E) Further in the alternative, declare that the Respondent is not liable to pay any compensation to the Club in connection with the termination of the Contract. Should the Panel find otherwise, the Respondent requests that any compensation awarded be reduced to zero or to the lowest possible quantum, in accordance with the principles of proportionality and equity;

F) Order the Club to bear the entirety of the costs of this arbitration;

G) Order the Club to reimburse the Respondent and his legal representatives for all expenses reasonably incurred in connection with these proceedings;

H) Order the Club to pay a substantial contribution toward the Respondent's legal fees and other related costs, consistent with the relief previously requested in the FIFA proceedings;

I) Grant any other relief the Panel deems appropriate and equitable in light of the circumstances of the case”.

33. On 25 September 2025, the CAS Court Office invited the Parties to inform whether they preferred a hearing to be held in this matter or the Panel issuing an award based on the Parties' written submissions, and whether they requested a case management conference (“CMC”) with the Panel.

34. On 29 September 2025, the CAS Court Office informed the Parties that the Panel appointed to decide the present matter was constituted as follows:

President: Mr. Jordi López Batet, Attorney-at-Law, Barcelona, Spain

Arbitrators: Mr. James Drake KC, Barrister in London, United Kingdom

Dr. Anna Bordiugova, Attorney-at-law in Kyiv, Ukraine

35. On 2 October 2025, the CAS Court Office informed the Parties of the Panel's decision to hold a hearing and a CMC in this case and invited the Appellant to comment on the evidentiary requests made by the Respondent in his Answer to the Appeal Brief, which the Appellant did on 3 October 2025.

36. On 7 October 2025, the CAS Court Office informed the Parties of the Panel's decision not to grant the request for production of documents made by the Respondent and the reasons for the rejection.

37. On 29 October 2025, the Parties and the Panel held a CMC. Further to it, the CAS Court Office informed the Parties that the hearing would be held on 15 December 2025 by

videoconference and of the Panel's decision to admit all the witnesses proposed by the Respondent.

38. On 21 November 2025, the Respondent sent a signed copy of the Order of Procedure.
39. On 24 November 2025, the Appellant sent a signed copy of the Order of Procedure.
40. On 15 December 2025, a joint hearing for this case and the cases CAS 2025/A/11523, CAS 2025/A/11524 and CAS 2025/A/11525 was held by videoconference. The Panel, Mr. Francisco Mateo Pavía, CAS counsel, and the following persons attended the hearing:
 - For the Appellant: Mr. Mohamed Rokbani, counsel;
Mr. Ali Abbes, counsel;
Mr. Taoufik El Moudihem, Club's President.
 - For the Respondent: Mr. Felipe de Macedo, counsel;
Mr. Fabio Muchinel Tepedino, party;
Mr. Ljubisa Ranković, witness;
Mr. Rudolf Marčić, witness;
Mr. Vuk Rašović, witness;
Mr. Vladan Popović, witness;
Mr. Vladimir Stojković, witness;
Mr. Anthony Nwakaeme, witness;
Mr. Khalil Kamal Issa, witness.
41. The Parties agreed that Messrs. Ranković, Marčić, and Rašović, who were witnesses in these proceedings but also parties in their respective CAS related proceedings, could attend the entire hearing. After the opening statements, the Parties and the witnesses were heard, the Parties' counsels made their respective closing statements and a turn for rebuttal was also granted to them. The Appellant requested new evidence be included in the file (witness declaration of the Head Coach, Mr. Vuk Rašović, in the CAS proceedings 2025/A/11287 Anthony Nnaduzor Nwakaeme v. Al Fayha Club), to which the Respondent opposed. The Panel informed the Parties that a decision in such respect would be communicated to the Parties after the hearing. At the outset of the hearing, the Parties confirmed that they had no objections with regard to the constitution and composition of the Panel, and at the end of the hearing all the Parties expressly declared that they did not have any objections with respect to how the hearing and the procedure had been conducted.
42. On 16 December 2025, the CAS Court Office communicated to the Parties that the Appellant's request to include new evidence in the file made at the hearing was rejected. The Panel took into account that the Head Coach's declaration had been already available to the Appellant for at least ten days prior to the hearing date. The Appellant did not explain why the evidentiary request was made only last minute at the hearing and also failed to substantiate which exceptional circumstances would allegedly have prevented doing it before. In any event, the Panel shall note that the Appellant had the opportunity

to cross-examine the Head Coach at the hearing and to ask him as many questions as it wished.

V. THE PARTIES' POSITIONS

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

A. The Appellant

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

- The Termination Option is invalid and shall be set aside. It granted an abusive right to the Respondent with no compensation in favour of the Club, which lacks proportionality and reasonability. This is contrary to the FIFA regulations, CAS jurisprudence and Swiss law. Clause 5.3 of the Contract affects the main principles of the FIFA regulations (contractual stability and the right of the injured party to receive compensation) and cannot be considered a valid liquidated damages clause. On the contrary, it is a null and void liquidated damages clause in accordance with article 163(2) of the Swiss Code of Obligations ("SCO");
- The Respondent terminated the Contract without just cause, in bad faith and abusively. *Inter alia*, he never informed of any intention to leave the Club until 23 June 2024, he did not terminate the Contract for a breach of the Club or to protect his rights, but to search for a new challenge with Kalba FC right after the termination and had started negotiations with Kalba FC before terminating the Contract;
- Therefore, the Respondent shall be ordered to compensate the Club in an amount equal to the salaries for season 2024 - 2025 (USD 96,000);
- The salary of June 2024 is not due to the Respondent as he did not provide his services to the Club during this month. In addition, in his letter of 23 June 2024 he confirmed the letter of resignation sent by the Head Coach on 7 June 2024, so he considered himself not bound with the Club anymore. This conduct legitimates the Club to apply the *exceptio non adimpleti contractus* and not to pay the Goalkeeper Coach's salary of June 2024;
- Regarding the bonus claim for SAR 137,500:

- The Goalkeeper Coach's right to receive collective bonus was conditional upon the Club's players' receiving them. In other words, if the players did not receive a bonus after a victory, the Respondent was not entitled to receive a bonus;
- The Club did not pay bonuses to the players for the matches indicated by the Goalkeeper Coach in his initial claim at FIFA and thereafter at CAS, so no payment shall be thus made to the Respondent;
- The Respondent did not request the payment of the alleged bonuses until 23 June 2024;
- The FIFA PSC is wrong in this respect as it illegitimately reversed the burden of proof and regarded the Club's answer on the claim for bonuses as a lack of cooperation on addressing whether the bonus to the players was actually promised and, if so, for which amount;
- The FIFA PSC rejected the payment of bonuses to the Club's ex-player Mr. Anthony Nwakaeme based on the same reasons adduced by the Goalkeeper Coach.

B. The Respondent

45. Mr. Tepedino's submissions, in essence, may be summarised as follows:

- The CAS Panel cannot modify or annul the part of the Appealed Decision ordering the Club to pay outstanding remuneration because the Club did not expressly request such relief, as this would be contrary to the principle of *ne ultra petita*. The Club merely requested annulment of the Appealed Decision "*in its entirety*", without articulating any distinct or targeted relief concerning the outstanding remuneration. The Panel thus lacks authority to reassess or reduce those amounts. Therefore, that part of the Appealed Decision must be confirmed in full;
- The Goalkeeper Coach lawfully terminated the Contract pursuant to its Clause 5.3, which includes a valid termination option mutually agreed upon by the Parties. Both parties retained unilateral termination rights after the first season without financial consequences. The Club drafted the Contract and it cannot challenge a clause it imposed, especially considering that it is a standard contract in which the Goalkeeper Coach had no meaningful opportunity to negotiate its terms;
- The Goalkeeper Coach's decision to execute the Termination Option was not opportunistic or abusive: it was a lawful exercise of a right designed to protect his professional interests and ensure contractual stability. The chronology of events and transparent communication with the Club supports the conclusion that the contractual termination was carried out in good faith;

- Alternatively, if the Panel were to find that the termination lacks just cause, the Respondent argues that clauses 5.2 and 5.3 of the Contract should be interpreted as liquidated damages provisions fixing compensation at zero after the first season. In any event, the Club has not proven any actual damage and failed to demonstrate mitigation of loss. Any compensation claim is speculative and legally unfounded;
- The salary of June 2024 is outstanding and shall be payable to the Goalkeeper Coach, as well as the bonuses claimed;
- Therefore, the appeal should be dismissed and the Appealed Decision should be fully confirmed.

VI. JURISDICTION

46. Article R47 CAS Code provides as follows:

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

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

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

48. Clause 7 of the Contract reads in the pertinent part as follows:

“7.2. Any such disputes, controversies or differences which cannot be resolved through mutual agreement, shall be submitted to the competent body of the Federation Internationale de Football Association (FIFA) (cf. art. 22 par. c) et seq. of the FIFA Regulations on the Status and Transfer of Players) or in alternative directly to the Court of Arbitration for Sport (CAS-TAS) in Lausanne, Switzerland. Any appeal to the decision of FIFA will be submitted before the Court of Arbitration for Sport (CAS-TAS) in Lausanne, Switzerland.”

49. The jurisdiction of CAS is not contested and is further confirmed by the Parties having signed the Order of Procedure.

50. It follows that CAS has jurisdiction to adjudicate and decide on the present dispute.

VII. ADMISSIBILITY

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

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

52. 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.”

53. The Appealed Decision was notified with grounds to the Club on 30 May 2025. The Club timely filed the Statement of Appeal against the Appealed Decision on 15 June 2025, *i.e.* within the twenty-one days stipulated by the aforementioned provisions.

54. The appeal complies with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee.

55. It follows that the appeals filed by the Appellant is admissible.

VIII. APPLICABLE LAW

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

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

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

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

58. Clause six of the Contract reads as follows:

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

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

59. The Panel notes that (i) even if reference is made to Saudi Law in Clause six of the Contract, none of the Parties has relied upon the application of the latter in their submissions and (ii) both Parties specifically confirmed at the hearing that the case should be resolved in accordance with the FIFA regulations and Swiss Law.

60. Bearing all the aforementioned in mind, the Panel finds that the various regulations of FIFA are primarily applicable to the case at hand (in particular, the RSTP), and additionally Swiss Law.

IX. MERITS

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

A. The termination of the Contract

63. In its analysis of the contractual termination, the starting point is clause 5.3 of the Contract, which reads as follows:

“5.3 Whereas the first year amount is fixed, then the second and third season of the contract which starts on 10\11\2022 and end on 30\06\2025, the coach shall also be permitted to terminate this employment contract prior to the termination without any provided payment. In this case the coach shall be considered fully compensated for all eventual damages caused by the early termination of the contract and shall not have any demand or claim against the club, whatsoever.”

64. The Coach considers that he exercised this Termination Option in due and timely manner, while the Club contests the validity of clause 5.3, in essence because in its view (i) it granted an abusive right to the Respondent with no compensation in favour of the Club, which lacks proportionality and reasonability and is contrary to the FIFA regulations, CAS jurisprudence and Swiss law, (ii) it affects contractual stability and the right of the injured party to receive compensation and (iii) it is a null and void liquidated damages clause in accordance with article 163(2) of SCO. In addition, the Club also contends that the Goalkeeper Coach terminated the Contract unlawfully by only providing personal and subjective reasons, and mainly to search for a new employment opportunity.
65. The Panel has analyzed the Appellant's invalidity contentions and finds that:
- a. The content and object of the clause 5.3 of the Contract is licit;
 - b. The Club also had a unilateral contractual termination right under clause 5.2 of the Contract;

- c. Article 163 (2) SCO stipulates as follows: “*The penalty may not be claimed where its purpose is to reinforce an unlawful or immoral undertaking or, unless otherwise agreed, where performance has been prevented by circumstances beyond the debtor’s control*”. Clause 5.3, however, in the Panel’s view, is not a liquidated damages clause, but simply a clause entitling the Respondent to terminate the Contract prior to its termination “*without any provided payment*”. That is to say, it confers a right to the Goalkeeper Coach that the latter can exercise without having to pay any compensation to the Club. Therefore, the Appellant’s reliance on article 163(2) of the SCO is of no avail.
 - d. The fact that the Termination Option conferred in clause 5.3 is potestative, can be unilaterally exercised and does not require any justification does not automatically render it invalid. The reasons given in lit. e) *et seq.* below reveal precisely the opposite. The Panel endorses the statements made in this respect in paras. 55 *et seq.* of the Appealed Decision;
 - e. The Contract was freely negotiated and agreed between the Parties, with no imbalance in their bargaining power and with full awareness of the consequences deriving from it. The Club did not prove that a vice of consent or a situation of abuse existed and it shall be recalled again that the Club had a unilateral termination right under clause 5.2 of the Contract;
 - f. Clause 5.3 reflects a balanced, proportionate and mutually agreed contractual arrangement, which cannot be characterised as arbitrary, excessive, or contrary to the principle of contractual stability enshrined in the FIFA regulations;
 - g. The Appellant failed to prove any abuse, unlawfulness, bad faith or unfairness on the part of the Coach, in executing the Termination Option.
66. Bearing the aforementioned considerations in mind, it is the Panel’s view that the Termination Option is fully valid and executable and the Appellant’s claim for nullity of such option shall be dismissed.
 67. This being said, the Panel shall now address whether this valid Termination Option was correctly and properly executed.
 68. Having examined the evidence on file, the Panel has no doubt that the Termination Option was properly exercised. The Goalkeeper Coach formally notified in writing the exercise of such right on 1st July 2024, that is to say more than one year after the execution of the Contract, when he was contractually entitled to execute the Termination Option. What is more, the situation formally communicated to the Club on 1st July 2024 was not an unexpected one for the Club, as the Head Coach (on his own behalf and also on behalf of the other members of his coaching team) had already warned the Club some weeks before of their intention to terminate their contracts, so that the Club could have more time to find a replacement for the whole coaching staff.

69. It is also noted that contrary to the Appellant's contention in this respect, whether the Goalkeeper Coach's reasons to exercise the Termination Option were subjective, unreasonable or unjustified is of no avail. Clause 5.3 of the Contract granted the Goalkeeper Coach the right to terminate the Contract unilaterally, without having to provide any reason for doing so. The fact that the Club was up to date with its payment obligations towards the Goalkeeper Coach, that he joined Kalba FC immediately after termination, or that he may have negotiated with this club while the contract was still in effect is irrelevant in this case. The Goalkeeper Coach did not have to justify his reasons for leaving. This case is therefore not one of contractual termination with or without just cause, to which the provisions of the FIFA RSTP and Swiss law governing such terminations would apply. Rather, we are dealing with a legitimate right conferred on the Goalkeeper Coach by the Contract, which he exercised properly and in a timely manner. The Appellant's arguments to the contrary are simply untenable.
70. In light of all the foregoing considerations, the Panel concludes that the Goalkeeper Coach properly and validly exercised the Termination Option granted to him in Clause 5.3 of the Contract. Thus, the Contract was terminated in accordance with FIFA RSTP, i.e. by mutual agreement of the parties.
71. It thus follows that the Appellant's request to rule that the Goalkeeper Coach terminated the Contract without just cause shall be dismissed in its entirety.

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

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

*"4.7. The Club shall provide to the Coach 4 (four) weeks of holiday (leave) per year during the contract's term. The schedule of the holidays shall be mutually agreed between the Parties. In the absence of schedule, the Coach will be entitled to those holidays in the end of the season. **During the Coach's holiday the Club will be obliged to pay his remuneration.**"*
(emphasis added)
 - The Respondent left Saudi Arabia for holidays at the end of the season 2023/2024, with the authorization of the Club;
 - Contrary to the Appellant's contention, neither the letter of the Head Coach of 7 June 2024 nor the letter of the Goalkeeper Coach of 23 June 2024 can be considered as a resignation of the Respondent from his contractual relationship with the Club. The

Contract ended on 1st July 2024, when the Termination Option was exercised by the Respondent.

74. In view of the foregoing, the Panel considers that the Respondent's salary of June 2024 is due and shall be paid by the Club. The Respondent was on vacation in June 2024, his labour relationship was still in effect and the Club had to pay him for such period, among other reasons because it was expressly agreed in the Contract ("*During the Coach's holiday the Club will be obliged to pay his remuneration*").
75. It is thus clear for the Panel that the Appellant cannot invoke the application of the *exceptio non adimpleti contractus* not to pay the salary of June 2024.
76. Therefore, the Panel concludes that the Club has no valid reason to oppose to the payment of the Respondent's remuneration of June 2024 and that such salary is due and payable. The Appellant's claim in this respect is thus rejected.
77. With regard to the Respondent's claim for bonuses, the starting point in the analysis is clause 4.2 of the Contract, which reads as follows:

"4.2 In addition to the coach remuneration, he will be entitled to receive bonuses match in the amount correspondent to 50% (fifty percent) of the players' bonuses that shall be paid within 15 (fifteen) days after the achievement of the respective objective."
78. The Club does not contest the general entitlement of the Goalkeeper Coach to receive bonuses based on clause 4.2 of the Contract. What is more, the Club's President confirmed at the hearing that sometimes, either right before or after the matches, he granted on behalf of the Club collective bonuses and that the grant of these bonuses was not documented in writing, but simply orally asserted.
79. Nevertheless, the Club denies that the bonuses for the specific matches, the Goalkeeper Coach identified in his claim to FIFA, are due.
80. The Panel notes that the Respondent produced to the file a witness statement dated 26 May 2024 signed by the members of the Club's coaching staff (Messrs. Rasović, Ranković and Marčić) and some players of the Club (Messrs. Popović, Stojković and Nwakaeme) which attest that collective bonuses corresponding to certain matches played between 31 May 2023 and 3 May 2024 had been promised by the Club and were still due (the "Witness Statement"). Those witnesses also consistently confirmed such assertion at the hearing. Even if some of the signatories of the Witness Statement (who also appeared as witnesses at the hearing) are claimants for similar bonuses in other CAS proceedings, the Panel does not consider that their testimony at the hearing was unreliable or deceitful. For the avoidance of doubt, the Panel warned all the witnesses about their obligation to tell the truth and informed them that failure to do so would entail consequences.
81. In contrast, the Panel finds it quite revealing that the Club did not call any witness to contradict the Witness Statement, such as, for example, other players of the Club to say

that no bonus was payable for the matches indicated by the Goalkeeper Coach in his claim in FIFA. It would not have been difficult for the Club to do so, but, for whatever reason, it decided not to do so. The Club's President declaration at the hearing simply denying that the bonuses claimed are not due is, in the Panel's view, not enough to this purpose.

82. Notably, Mr. Tepedino explained at the hearing that he had to "buy out" himself from his employment contract with his previous club in order to be able to sign with the Club in the middle of the season, i.e. on 10 November 2022. He also stated that the reason for him to join the Club was the promise of bonuses, which, he underlined, were even higher than his monthly salary, foreseen in the Contract. Otherwise, he indicated, he would not have joined the Club. The Panel notes that the Club did not specifically rebut such statements and also has no reason to believe that these statements of Mr. Tepedino were not reliable.
83. The Panel shall also note that the fact that the Respondent claimed the payment of the bonuses in writing only on 23 June 2024 does not impair the existence or accrual of the bonuses claimed. The Panel does not find it abnormal that this claim was made in the temporary context of an immediate termination of the Contract.
84. Concerning the comparison made by the Club between this case and that submitted to FIFA by its ex-player Mr. Nwakaeme (called as a witness in these proceedings), where the claim of Mr. Nwakaeme for bonuses was rejected, and the inferences the Club intends to draw from it, the Panel does not have sufficient information to properly evaluate the similarity of the two cases and their potential impact on the present case. This is because only the FIFA PSC decision (and not the submissions and evidence) from that case was provided to these proceedings by the Appellant.
85. In light of the aforementioned and of the abundant detailed testimonies regarding the accrual of the bonuses in question, together with the trustworthiness of the witnesses' declarations at the hearing and the Club's failure to provide compelling evidence to support its position on the non-accrual of the bonuses, the Panel is comfortably satisfied that the bonuses claimed by the Respondent are due and payable, as established in the Appealed Decision. Therefore, the Appellant's claim in this respect shall also be rejected.

C. Conclusion

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

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The appeal filed by Al Fayha Football Club against the decision issued on 23 April 2025 by the Player Status Chamber of the *Fédération Internationale de Football Association* (Ref. Nr. FPSD-15254) is dismissed.
2. The decision issued on 23 April 2025 by the Player Status Chamber of the *Fédération Internationale de Football Association* (Ref. Nr. FPSD-15254) is confirmed.
3. (...).
4. (...).
5. All other and further motions or requests for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 13 April 2026

COURT OF ARBITRATION FOR SPORT

Jordi López Batet
President of the Panel

James Drake KC
Arbitrator

Anna Bordiugova
Arbitrator