



TAS / CAS

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

CAS 2025/A/11833 Qingdao Hainiu Football Club v. Milos Milovic

ARBITRAL AWARD

delivered by the

COURT OF ARBITRATION FOR SPORT

sitting in the following composition:

Sole Arbitrator: Prof. Dr. Martin Schimke, Attorney-at-law in Dusseldorf, Germany

in the arbitration between

Qingdao Hainiu Football Club, China

Represented by Ms. Kiera Zhuang & Mr. Bing Zhang, Attorneys at Law, Landing Law Firm, Shanghai, China

-Appellant-

and

Milos Milovic, Montenegro

Represented by Mr. Hrvoje Raic, Mr. Tomislav Kasalo & Ms. Tina Malenica, Attorneys at Law, Law Firm Kasalo & Raic, Split, Croatia

-Respondent-

I. THE PARTIES

1. Qingdao Hainiu Football Club (the “**Appellant**” or the “**Club**”), is a professional football club with its registered office in Shandong, China. The Appellant is affiliated to the Chinese Football Association (the “**CFA**”) which in turn is affiliated to the Fédération Internationale de Football Association.
2. Milos Milovic (the “**Respondent**” or the “**Player**”) is a football player who is a Montenegro national.
3. The Appellant and the Respondent are jointly referred to as the “Parties”.

II. FACTUAL BACKGROUND

4. Below is a summary of the main relevant facts, as established on the basis of the written submissions of the Parties and the evidence examined in the course of the proceedings. This background information is given for the sole purpose of providing a synopsis of the matter in dispute. While the Sole Arbitrator has considered all the facts and allegations, legal arguments, and evidence submitted by the Parties in the present proceedings, he only makes reference in the present Award to the submissions and evidence he deems necessary to explain its reasoning.

A. Background Facts

5. On 26 January 2024, the Parties entered into a contract titled “Employment Contract for Professional Football Player” (the “**Contract**”) whereby the Club employed the Player as a professional football player of its first team for the period from 1 February 2024 to 31 December 2025. As per the Contract:
 - Article 1 of the Contract stated that in case the contract expires before the end of the season, it will be automatically extended to the end of the season but the salary for such extended period will not be paid but the win and draw bonus will be paid according to Article 3.3 of the Contract.
 - Article 2 of the Contract stated that the Player accepts the employment by the Club and that he will participate in games of the Chinese Super League (the “**CSL**”), the CFA Cup and friendly matches for the Club.
 - Article 3.1 of the Contract stated that the Parties agreed to calculate the Player’s salary on an annual basis i.e., USD 491,766 before tax or USD 300,000 after tax for the period from 1 February 2024 to 31 December 2024 and USD 491,160 before tax or USD 300,000 after tax for the period from 1 January 2025 to 31

December 2025. Article 3.2 of the Contract stated that the annual salaries of the Player shall be paid in equal monthly instalments on the 28th day of every month. Article 3.3 of the Contract stated that the Club would pay a bonus of USD 3,000 for every match win where the Player plays for 80% of the time or more and of USD 1,000 for every draw match where the Player plays for 80% of the time or more. For matches where the Player plays less than 80% of the time, the Club will multiply the full-game bonus proportionally by the time played by the Player to calculate the payable bonus. The win and draw bonuses were to be calculated on a monthly basis and paid every three months.

6. On 10 April 2024, the Club drew 0-0 in a match against MZ Hakka in the CSL.
7. On 26 April 2024, the Club won a match with the score of 1-3 against SZ Peng City in the CSL.
8. On 5 May 2024, in the 10th round of the CSL away match against Wuhan Three Towns Football Club, the Player felt discomfort in his knee at the end of the first half and was substituted during the half-time break.
9. On 10 May 2024, in the 11th round of the CSL at home against Nantong Zhiyun Football Club, in the 15th minute of the match, the Player's left foot was injured and the head coach substituted him. The Club drew 2-2 in this match against Nantong Zhiyun.
10. In May 2024, the Player underwent an MRI which showed injury of the lateral meniscus body of the left knee joint with peripheral gression, degeneration of the posterior horn of the medial meniscus, edema of the left hamstring tendon, a small amount of effusion of the left knee joint and edema of suprapatellar anterior fat pad of the left knee joint.
11. After discussions between the Parties, the Player's surgery was scheduled for and completed on 22 May 2024.
12. On 24 May 2024, the Player was discharged from the hospital after his surgery. Subsequently the Player underwent rehabilitation and some form of training.
13. On 5 July 2024, the Club issued a document on the Club's letterhead regarding the Player titled "Evaluation Form for Leaving Players" signed by the Club's head coach, which stated:

“Due to Milos’ slow recovery after meniscus surgery and still unable to meet the competition level of the Chinese Super League consider to withdraw Milo’s league registration and adding new foreign players.”

14. On 2 August 2024, the Player sent a default notice to the Club stating, *inter alia*, that the Club had failed to pay the Player’s outstanding remuneration in total of net USD 32,272 including salary for June 2024, bonuses for the Club’s draw in the match against MZ Hakka played on 10 April 2024, the Club’s draw in the match against SZ Peng City played on 26 April 2024 and the Club’s draw in the match against Nantong Zhiyun played on 10 May 2024. The Player further stated that from 25 July 2024, the Club had excluded him from the training sessions of the first team of the Club and that he was de-registered from the Club’s squad. The Player asked the Club to re-register him with the Club and reintegrate him in the training of the first team of the Club and to pay him the outstanding remuneration within fifteen days failing which, he reserved the right to unilaterally terminate the Contract with just cause and pursue a claim before the FIFA Football Tribunal.
15. Between 7 August 2024 and 9 August 2024, the Club paid a total amount of CNY 216,387.35 to the Player.
16. On 17 August 2024, the Club replied to the Player’s default notice stating, *inter alia*, that the Player’s recovery from injury was not ideal and his physical condition did not reach the level required until the summer transfer window closed and accordingly after a unanimous decision by the coaching staff, the Club cancelled his first team registration in the CSL. The Club further stated that it had paid salaries and bonuses on schedule according to the Contract and arranged reasonable training for the Player and hence, the Player had no right to unilaterally terminate the Contract.
17. On 20 August 2024, the Player issued a letter terminating the Contract (the **“Termination Letter”**) arguing that while the Club paid CNY 216,387.35 (equivalent to USD 30,272), it failed to pay him USD 2,000 corresponding to bonuses and the Club remained silent about reintegrating him into the Club’s first team squad.
18. On 23 August 2024, the Club replied to the Termination Letter stating that the Player is still a registered player with the Club and that he was absent from training without reason on 30 July 2024, 14 August 2024, 15 August 2024 and from 18 August 2024 to 23 August 2024 without notifying the Club. The Club further asked the Player to return immediately to the team and participate in the Club’s training sessions before 5 PM on 26 August 2024 failing which, the Club will hold the Player responsible for terminating the Contract without just cause.

19. On 27 August 2024, the Club received a request for an International Transfer Certificate (“ITC”) from the Association of Football Federations of Azerbaijan (“AFFA”) on behalf of the Azerbaijani club Sumgait FC.
20. On 28 August 2024, the Club rejected the ITC request from Sumgait FC.
21. On 3 September 2024, the single judge of the FIFA Players’ Status Chamber granted the request from the AFFA to register the Player in Sumgait FC, without prejudice to any possible decision of the FIFA Dispute Resolution Chamber (“DRC”) on the substance of any potential or existing dispute between the Club and the Player, as well as Sumgait FC.
22. On 5 September 2024, the Player concluded a new employment contract with Sumgait FC valid as from 22 August 2024 until 30 June 2025 for a total remuneration of USD 36,000 net distributed in 9 instalments of USD 4,000. The Player has remained unemployed after this contract expired.
23. On 27 August 2024, the Player filed a claim before FIFA DRC wherein he requested, *inter alia*, the payment of USD 27,272 net as salary for June 2024, USD 17,594.83 net as salary for the period from 1 August 2024 to 20 August 2024, USD 2,000 net as bonuses and USD 418,765.17 net and CNY 60,800 net as compensation as residual value of monthly salaries and monthly accommodation expenses for the period from 21 August 2024 until 31 December 2025.
24. On 2 October 2024, the Club provided its position with regard to the Player’s claim and filed a counterclaim against the Player wherein it claimed compensation under Article 17 of the FIFA Regulation on the Status and Transfer of Players (“RSTP”) of USD 418,765.17 as a residual value of monthly salaries along with 5% per annum interest. However, since the Club did not provide the bank account registration form to complete its counterclaim within the deadline set by the FIFA general secretariat, the counterclaim was considered withdrawn.
25. On 26 August 2025, the FIFA DRC issued a decision in the Player’s claim (the “**Appealed Decision**”) which, in its operative part, stated that:

“1. The claim of the Claimant, Milos Milovic, is partially accepted.

2. The Respondent, Qingdao Hainiu FC, must pay to the Claimant the following amount(s):

- USD 56,544 net as outstanding remuneration plus 5% interest p.a. as from 20 August 2024 until the date of effective payment;

- USD 409,088 net as compensation for breach of contract plus 5% interest p.a. as from 20 August 2024 until the date of effective payment.

3. Any further claims of the Claimant are rejected.

[...]”

26. On 26 September 2025, the grounds of the Appealed Decision were notified to the Parties by FIFA.

III. PROCEEDINGS BEFORE THE COURT OF ARBITRATION FOR SPORT

27. On 11 October 2025, the Appellant filed a Statement of Appeal with the Court of Arbitration for Sport (the “CAS”) against the Appealed Decision, in accordance with Articles R47 and R48 of the 2025 edition of the Code of Sports-related Arbitration (the “CAS Code”). The Appellant requested to submit this matter to a Sole Arbitrator and the Respondent agreed to such a request.

28. On 23 October 2025, the Appellant filed its Appeal Brief in accordance with Article R51 of the CAS Code.

29. On 12 December 2025, the CAS Court Office, on behalf of the Deputy President of the CAS Appeals Arbitration Division, informed the Parties that the Panel appointed to decide this appeal was constituted as follows:

Sole Arbitrator: Prof. Dr. Martin Schimke, Attorney-at-Law in Dusseldorf, Germany

30. On 15 January 2026, the Respondent filed his Answer in accordance with Article R55 of the CAS Code.

31. On 16 January 2026, the CAS Court Office notified the Answer to the Appellant and invited the Parties to state whether they prefer that a hearing may be held in the present matter and to inform whether they request a case management conference in order to discuss procedural issues. Both Parties informed the CAS Court Office that they did not consider necessary a hearing.

32. On 9 February 2026, the CAS Court Office informed the Parties that the Sole Arbitrator, considering the Parties’ positions with respect to a hearing and pursuant to Article R57 of the CAS Code, deems himself sufficiently well-informed (for the time being) to decide this case based solely on the Parties’ written submissions, without the need to hold a hearing.

33. On 19 March 2026, the CAS Court Office provided the Parties with an Order of Procedure, which was duly signed and returned by the Parties. By signing the Order of Procedure, the Parties confirmed (i) the jurisdiction of CAS to resolve this matter, (ii) their agreement that the Panel would decide the case based on their written submissions, and (iii) that their right to be heard had been respected.

IV. SUBMISSIONS OF THE PARTIES

A. The Club's Position

34. The Club's submissions, in essence, may be summarised as follows:

Outstanding remuneration

- The Player claimed that the Club failed to pay him USD 32,272 including salary for June 2024 and bonuses. The FIFA DRC found that the Player was entitled to this amount based on the fact that the Club provided untranslated evidence of having paid the said amounts. The Club provides fully translated evidence which demonstrates that the salary of June 2024 was paid to the Player on 7 August 2024 and the bonuses were paid to the Player on 26 June 2024, 9 August 2024 and 17 August 2024.
- With regard to the bonus for the draw match against Nantong Zhiyun FC played on 10 May 2024, the Player was substituted in the 19th minute. Hence, as per Article 3.3.1 of the Contract, the Player's playing time was only 21.11% and the amount of bonus due to him must be calculated as USD 211.11. This amount was paid on 17 August 2024.
- Accordingly, by the date on which the Player left the Club i.e., 18 August 2024, there was no outstanding monthly salary or bonus.

De-registration of the Player

- To ensure the Player's recovery from the injury sustained in March 2024, the Club arranged for the Player to undergo treatment and surgery at one of the most renowned Class A hospitals in China alongside a Chinese player Mr. Hailong Li, who had the same injury management protocol. Subsequently, rehabilitation training was conducted at the same rehabilitation facility in Qingdao (a top-tier rehabilitation institution in China) for both the players. Hence, the Player received identical medical and rehabilitation treatment to Mr. Hailong Li.

- As there were matches which were crucial for relegation, the Club assessed the Player's formal injury report from the rehabilitation hospital and concluded that the Player would not be able to return to the team in time to participate in matches. Based on this conclusion from the rehabilitation hospital and to keep the team's training schedule and considering the relegation matches, the Club, after full discussion with the Player, withdrew him from the participant list in July 2024.
- In August 2024, the Player departed China without authorised approval from the Club, failing to disclose his departure purpose or return date. Thereafter, the Club received the ITC request from Sumgait FC. The Player did not participate in any matches until late October and during this period he failed to return to the Club and did not maintain effective communication regarding his departure or rehabilitation progress.
- Mr. Hailong Li, who had an identical injury as to the Player, underwent rehabilitation in accordance with the doctor's suggestion and returned to the team smoothly in the 2025 season. Mr. Li kept staying in the team, trained with the professionals in the rehabilitation centre, continued receiving contractual remuneration and successfully returned to CSL matches in the 2025 season. This substantiates the accuracy of the rehabilitation centre, hospital and coaching staff's assessment of the Player's return timeline at the time. There is no doubt that the Club duly fulfilled its contractual obligations by providing timely employment, actively facilitating effective treatment and rehabilitation training post-injury but the Player unilaterally breached the Contract by leaving without authorisation.

Calculation of compensation

- Compensation under Article 17 par. 1 lit ii) of the FIFA RSTP shall not be available in this case since the termination of the Contract was merely due to an alleged deregistration and not due to overdue payables.
- Furthermore, it is verified that the Player signed a new employment contract with Sumgait FC under which he earned USD 36,000 net. According to the constant practice of FIFA as well as Article 17 par. 1 lit ii) of the FIFA RSTP, such remuneration under a new employment contract shall be taken into account in the calculation of the amount of mitigated compensation for breach of contract.
- Therefore, the amount that the Player earned from his employment with Sumgait FC i.e., USD 36,000 should have been reduced from the sum of the remaining salaries for August 2024 to December 2024 i.e., USD 136,360 and twelve monthly salaries

for 2025 i.e., USD 300,000. Accordingly, the compensation awarded should have been USD 400,360.

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

“For all the above facts and for the reason which may be further added during these proceedings, and reserving the right to modify the following requests in the appeal brief, the Appellant respectfully requests the Court of Arbitration for Sport to decide as follows:

- To accept this Appeal Brief, filed by the Qingdao Hainiu Football Club, against Mr. Miloš Milović and confirm its jurisdiction to decide the present appeal.*
- To deny the Respondent's request for outstanding remuneration and compensation or, **in a subordinate way**, to recognise him only for a compensation in a net total of USD 400,360.*
- The decision passed by FIFA DRC on 26 August 2025 is set aside.*
- The Respondent to bear the full costs related to the present proceeding according to CAS Code.*
- The Respondent to pay the Appellant's legal fee and other expenses incurred in connection with this appeal.”*

B. The Player's Position

36. The Player's submissions in his Answer, in essence, may be summarised as follows:

- The Player notes from the Club's requests for relief that it is no longer requesting for the Player to be ordered to pay compensation in the amount of USD 418,765.17 net but is merely requesting the CAS to set aside the Appealed Decision, meaning that the Club has effectively waived its right to the said request.
- In the first instance proceedings before the FIFA DRC and in the present proceedings, the Club expressly acknowledged that it de-registered the Player, notwithstanding that, under well-established FIFA and CAS jurisprudence, such de-registration constitutes a heavy breach of an employment contract and entitles a player to terminate the contract with just cause even without sending any prior notice. The

Club has failed to submit any reliable evidence in support of its allegation that the Player consented to the de-registration.

- The Player firmly contests the credibility of the witness statements of the employees of the Club. These statements are drafted in an almost identical manner, using the same wording, structure and narrative, which clearly indicates that they were pre-prepared on the basis of a prior instruction. Further, all the witnesses are employees of the Club and as such, cannot be considered independent, which also limits the probative value of their statements and their objectivity. According to well-established CAS and FIFA jurisprudence, statements provided by employees of a club in support of the club's position in principle lack sufficient independence and therefore shall be disregarded.
- Before the commencement of the FIFA proceedings, the Club had never stated that the Player had accepted the de-registration in the presence of the Club's employees/witnesses, a fact that further demonstrates the inconsistency and lack of credibility of the witness statements provided by the Club.
- Contrary to the Club's statement, the Player and Mr. Zhe Zhang, the Player's Chinese agent, did not agree that after the Player's rehabilitation process, he would be loaned to another club to obtain more playing time. The exclusive letter of authorisation provided by the Club only entitled Mr. Zhang to conduct negotiations on the Player's behalf in connection with the conclusion of the Contract in January 2024 and the said document expressly stipulated that all contractual and other legal documents were required to be finally signed by the Player in order to be valid. This clearly shows that Mr. Zhang could not, under any circumstances, undertake any obligations on behalf of the Player regarding his medical recovery nor did he have any mandate to do so. The chat history provided by the Club does not contain any statement indicating that there was an agreement in place between the parties on 8 July 2024 or at any other time regarding a loan or withdrawal of the registration, nor does any message record the Player's acceptance of such agreement.
- Accordingly, by de-registering the Player following a unanimous decision of its coaching staff, without any prior agreement or consent of the Player, the Club committed a heavy breach of the Contract which, according to well-established FIFA jurisprudence, constituted just cause for unilateral termination of an employment contract, even in the situation where a football club had not been put in default beforehand.

- Despite the seriousness of the Club's breach, the Player, acting in good faith, provided the Club with the opportunity to rectify its breach and on 2 August 2024 sent a default letter, to the Club, *inter alia*, granting a deadline of 15 days to re-register him. However, having received the above-mentioned default letter, the Club, on 17 August 2024 sent an email to the legal representative of the Player, in which it confirmed that the Player had been de-registered by the Club after a unanimous decision by the coaching staff and made no reference whatsoever to any alleged agreement by the Player to such de-registration. Accordingly, this email of the Club confirms that the de-registration was a unilateral decision by the Club. The Club's position in the appeal Brief that the de-registration was a "unanimous decision of the Parties" directly contradicts its own wording in its email of 17 August 2024 and as such, the Club's position has been inconsistent and a breach of the principle of *non venire contra factum proprium*.
- As per the consistent jurisprudence of the CAS and FIFA, a club, as an employer, must protect the players' personality rights and career development which may be harmed by inactivity and therefore, clubs have the duty to allow the player to perform the sporting activity for which he was employed and is qualified. Since the Club failed to do this, it constitutes a heavy breach of the Contract. FIFA DRC and CAS have confirmed that de-registration of a player could, in principle, constitute a breach of contract since it de facto prevents a player from being eligible to play for his club and entitles the player to unilaterally terminate the contract with just cause with no requirement to send a default letter to the club (CAS 2014/A/3643). A professional player's fundamental right to train and to participate in official matches necessarily depends on being registered to compete for the club and absent such registration, the player is barred from competitive football irrespective of his commitment, conduct or performance in training. In CAS 2015/A/4122, it was stated that de-registering a player constituted the "*factual termination of the employment contract*". Further, in CAS 2018/A/5771 & 5772, the panel confirmed once again that de-registering a player from participating in national championships is itself enough to justify premature termination of the contract. Hence, it is clear that by de-registering the Player on the basis of a unanimous decision of its coaching staff, the Club committed a serious breach of the Contract and breached the Player's personality rights, which entitled the Player to terminate the Contract with just cause on 20 August 2024.
- The Club also committed additional breaches of the Contract by excluding the Player from the training process of the first team and did not pay his outstanding remuneration. The FIFA DRC erroneously concluded that exclusion of the Player from the training process of the first team was not demonstrated by the Player due to the alleged lack of evidence on file. However, as from 25 July 2024, the Player was

excluded from first team training sessions of the Club and was no longer participating in the first team's sporting activities as is evidenced by Whatsapp communications between the Player and members of the Club's staff and by video footage showcasing the Player training alone. Further it must be noted that the Club did not dispute that the Player was separated from the rest of the first team during the relevant period but merely stated that the Player was following a specific recovery plan after his surgery at a rehabilitation centre under the supervision of the Club.

- The Club failed to provide any credible evidence to substantiate its position that the Player's exclusion from first-team training as of 25 July 2024 had been justified. The medical record and the discharge medical certificate submitted by the Club were issued in May 2024 which means it could not have been the reason for the Player's exclusion 2 months later in July 2024. Further, the diagnosis and treatment record list submitted by the Club contains no medical diagnosis or reports preventing the Player from participating in team activities, meaning that a mere fact that certain treatments had been provided on occasional basis to the Player cannot be interpreted as evidence that the Player needed to be excluded from the first-team training sessions.
- CAS has repeatedly acknowledged that football is a team sport and that *"majority of training would need to be as part of a team or squad and with a football"* and that any individual training should generally be an exception, which is definitely not the case in this matter as the Player was forced to train alone in continuation (CAS 2011/A/2428). The Club, in the present case, forced the Player to train alone in continuation. In CAS 2018/A/6029, the panel stated that

"Preventing a player from training with the first team is potentially a much harsher measure than solely assigning a player to play matches with the second team while being allowed to train with the first team squad. The former seriously prejudices the player's future perspectives with the first team, since such measure is of a more definite unilateral change in the status of a player which is not related to company requirements or to organization of the work or the failings of the employees, is a valid reason for the player to unilaterally terminate the employment contract, as there is a serious infringement of the players' personality rights. For athletes, personality rights encompass in particular the development and fulfilment of personality through sporting activity, professional freedom and economic freedom."

- Given that the Club unjustifiably excluded the Player from the training sessions of the first team, the Player provided the Club with the opportunity to rectify its breach

through his default letter but the Club in its response provided contradictory statements stating that he “*did not reach the level required for the game until 15 July 2024*” while also claiming that it had arranged “*reasonable training*” for him. This is also inconsistent with the Club’s allegation in its Appeal Brief that the Player’s special recovery programme finished on 9 August 2024. This clearly showcases that the alleged recovery plan was merely an excuse for actions in bad faith by the Club and that the Club had no genuine intention to reintegrate the Player into the first team training sessions.

- The Club also failed to pay the outstanding remuneration amounts to the Player. After receiving the default letter, the Club paid, on 7 August 2024 and 9 August 2024, a total amount of CNY 216,387.35 (equivalent to USD 30,272), while it failed to pay the Player the balance of the bonuses in the amount of USD 2,000 net. The Club’s statements regarding the dates of payment of the amounts are contradictory to its statements made in the counterclaim filed before the FIFA DRC.
- The Club alleges that the Player is not entitled to the full bonus of USD 1,000 for the match played on 10 May 2024 which must be disregarded as this argument was never raised during the proceedings before FIFA. Even if this argument were to be accepted by the Sole Arbitrator, the Club had still failed to comply in full with the financial requests of the Player in the default letter at the time of termination of the Contract.
- The Club’s claim that the Player’s salary for July 2024 was paid on 26 August 2024 is not supported by credible evidence. The payment statement relied on by the Club expressly states that “*this voucher shall not serve as the basis for the recipient to ship the goods*” i.e., meaning that this document is not a proof of payment. Further, from the beginning of the employment relationship, the Club was continuously in delay with the payment of the Player’s salaries: (i) salary for March 2024 was paid on 25 May 2024 instead of on 28 April 2024; (ii) salary for April 2024 was paid on 5 July 2024 instead of on 28 May 2024; (iii) salary for May 2024 was paid on 26 July 2024 instead of on 28 June 2024; and (iv) salary for June 2024 was paid on 7 August 2024 instead of on 28 July 2024. Even though the amount of outstanding remuneration at the time of the termination of the Contract was not equivalent to at least two monthly salaries, the Club nevertheless had breached its contractual obligations by failing to pay the total amount requested by the Player in the default letter.
- The calculation of the amounts payable by the Club to the Player was made accurately by the FIFA DRC in the Appealed Decision. The new employment with Sumgait FC was already taken into account in the calculation made in the Appealed

Decision. Hence, the Club has to pay outstanding remuneration of USD 56,544 net and bonuses of USD 2,000 along with compensation of USD 409,088 net.

V. JURISDICTION

37. In accordance with Article 186 of the Swiss Private International Law Act (“**PILA**”) and Article R55 para. 4 of the CAS Code, CAS has power to decide upon its own jurisdiction.
38. Article R47 para. 1 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.”

39. Article 50 par. 1 of the FIFA Statutes (2024 edition) which states 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.”

40. The jurisdiction of CAS is not contested and is further confirmed by the Order of Procedure duly signed by both Parties.
41. In light of the foregoing, the Sole Arbitrator is therefore satisfied that CAS has jurisdiction to decide on the present dispute.

VI. ADMISSIBILITY

42. 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. The Division President shall not initiate a procedure if the statement of appeal is, on its face, late and shall so notify the person who filed the document. When a procedure is initiated, a party may request the Division President or the President of the Panel, if a Panel has been already constituted, to terminate it if the statement of appeal is late. The Division President or the

President of the Panel renders her/his decision after considering any submission made by the other parties.”

43. In accordance with Article R49 of the CAS Code and Article 50, par. 1 of the FIFA Statutes, the time limit for filing the appeal is 21 days. The present Appeal has been filed within this deadline since the Appellant received the grounds of the Appealed Decision on 26 September 2025 and filed its Statement of Appeal on 11 October 2025. In addition, the Appeal complied with all other requirements of Article R48 CAS Code, including the payment of the CAS Court Office fee. The Respondent did not contest the admissibility of the appeal.
44. Therefore, the Sole Arbitrator is satisfied that the appeal is admissible.

VII. APPLICABLE LAW

45. Article R58 of the CAS Code provides as follows:

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

46. Article 49 par. 2 of the FIFA Statutes (2024 edition) states that:

“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.”

47. The Sole Arbitrator finds that, in accordance with Article R58 of the CAS Code, the applicable regulations in the present case are the FIFA Regulations, in particular the FIFA RSTP, FIFA Procedural Rules and, subsidiarily, Swiss law.

VIII. MERITS

48. The present case arises from the Appealed Decision issued by the FIFA DRC finding that the Player terminated the Contract with just cause and hence, the Club had to pay the Player an amount of USD 56,544 net as outstanding remuneration and USD 409,088 net as compensation for breach of contract. The Sole Arbitrator has the following main questions to consider in the present case:

- Did the Player terminate the Contract with just cause?
- If so, what are the consequences that should be imposed?

Termination with or without just cause

49. While there is no definition of the term “just cause” in the FIFA RSTP, the Commentary to the RSTP, however, provides some guidance in this respect:

“Whether a party has a just cause to prematurely terminate a binding contract must be assessed for each individual case and in consideration of all the specific circumstances.

The Regulations do not provide a definition, nor a defined list of what would generally be considered just cause for the premature and unilateral termination of a contract. However, over the years, jurisprudence has established several criteria that define, in abstract terms, which combinations of circumstances should be considered just causes.

A contract may only be terminated prior to the expiry of the agreed term where there is a valid reason to do so. In several awards, CAS has drawn a parallel between the concept of “just cause” as defined in article 14, Regulations and the concept of “good cause” in article 337 paragraph 2 of the Swiss Code of Obligations (SCO). Good cause (and thus just cause) to lawfully terminate an employment contract exists when the fundamental terms and conditions which formed the basis of the contractual arrangement are no longer respected by one of the parties.

When assessing whether a unilateral contract termination is justified, the following general criteria must be applied, considering the specific circumstances of each individual matter:

- *Only a sufficiently serious breach of contractual obligations by one party qualifies as just cause for the other party to terminate the contract.*
- *In principle, the breach is considered sufficiently serious when there are objective circumstances that would render it unreasonable to expect the employment relationship between the parties to continue, such as a serious breach of trust.*

- *The termination of a contract should always be an action of last resort (an “ultima ratio” action).*

The principle that a party can only establish just cause to terminate an employment contract if it has previously warned the other party of its unacceptable conduct or attitude may apply in certain circumstances, and especially where a club attempts to terminate a contract with a player for alleged unauthorised absences from, or misbehaviour during, training sessions.”

50. The following CAS cases discuss the interpretation of the term “just cause”:

- CAS 2006/A/1180 (also cited in CAS 2018/A/5771, 5772) states that:

“The RSTP 2001 do not define when there is “just cause” to terminate a contract. In its established legal practice, CAS has therefore referred to Swiss law in order to determine the purport of the term “just cause”. Pursuant to this, an employment contract which has been concluded for a fixed term, can only be terminated prior to expiry of the term of the contract if there are “valid reasons” or if the parties reach mutual agreement on the end of the contract (see also ATF 110 I 167; WYLER R., Droit du travail, Berne 2002, p. 323 and STAEHELIN/VISCHER, Kommentar zum Schweizerischen Zivilgesetzbuch, Obligationenrecht, Teilband V 2c, Der Arbeitsvertrag, Art. 319-362 OR, Zurich 1996, marg. no. 17 ad Art. 334, p. 479). In this regard Art. 337 para. 2 of the Code of Obligations (CO) states – according to the translation into English by the Swiss-American Chamber of Commerce: “A valid reason is considered to be, in particular, any circumstances under which, if existing, the terminating party can in good faith not be expected to continue the employment relationship”. According to Swiss case law, whether there is “good cause” for termination of a contract depends on the overall circumstances of the case (ATF 108 II 444, 446; ATF 2 February 2001, 4C.240/2000 no. 3 b aa). Particular importance is thereby attached to the nature of the breach of obligation. The Swiss Federal Supreme Court has ruled that the existence of a valid reason has to be admitted when the essential conditions, whether of an objective or personal nature, under which the contract was concluded are no longer present (ATF 101 Ia 545). In other words, it may be deemed to be a case for applying the clausula rebus sic stantibus (ATF 5 May 2003, 4C.67/2003 no. 2). According to Swiss law, only a breach which is of a certain severity justifies termination of a contract without prior warning (ATF 127 III 153; ATF 121 III 467; ATF 117 II 560;

ATF 116 II 145 and ATF 108 II 444, 446). In principle, the breach is considered to be of a certain severity when there are objective criteria which do not reasonably permit an expectation that the employment relationship between the parties be continued, such as a serious breach of confidence (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; ATF 5 May 2003, 4C.67/2003 no. 2; WYLER R., op. cit., p. 364 and TERCIER P., Les contrats spéciaux, Zurich et al. 2003, no. 3402, p. 496). Pursuant to the established case law of the Swiss Federal Supreme Court, early termination for valid reasons must, however, be restrictively admitted (ATF 2 February 2001, 4C.240/2000 no. 3 b aa; ATF 127 III 351; WYLER R., op. cit., p. 364 and TERCIER P., op. cit., no. 3394, p. 495)” (CAS 2006/A/1180, para. 25 of the abstract published on the CAS website).”

- CAS 2006/A/1062, CAS 2006/A/1180, CAS 2007/A/1210 and CAS 2006/A/1100 also state that only material breaches of a contract can possibly be considered as just cause for its termination.
- CAS 2013/A/3091, 3092 & 3093 stated that:

“The Swiss Federal Tribunal also holds that when immediate termination is at the initiative of the employee, a serious infringement of the employee’s personality rights (Judgment 4C.240/2000 of 2 February 2001), consisting, for example, in unilateral or unexpected change in his status which is not related either to company requirements or to organization of the work or the failings of the employee (Unpublished judgments of October 7, 1992 in SJ 1993 I 370, of November 25, 1985 in SJ 1986 I 300 and of 16 June 1981 in case C.40/81), or even, in certain circumstances, a refusal to pay all or part of the salary (STAEHLIN A., Kommentar zum Schweizerischen Zivilgesetzbuch, Obligationenrecht, V 2c, Der Arbeitsvertrag, Art. 319-362 OR, Zurich 1996, N 27 ad Art. 337 CO; BRUNNER/BÜHLER/WAEBER/BRUCHEZ, Commentaire du contrat de travail, Lausanne 2010, N 7 ad Art. 337 CO), may be deemed “good reason””

51. Hence, the question to be examined is whether the Club’s conduct was of such a nature that it could no longer be reasonably expected from the Player to continue the employment relationship with the Club. In the present case, the Player’s allegation (which was considered proven at the first instance) was that the Club unilaterally de-registered him which resulted in him being unable to represent the Club in official matches and based on this, the Player claimed just cause for termination of the Contract. While the Player also claimed that there were overdue payables and that he

was excluded from first team training, the FIFA DRC considered the de-registration of the Player as the basis for the termination with just cause. Hence, this issue may be examined primarily with the other allegations of the Player considered thereafter (if at all).

De-registration as just cause

52. CAS jurisprudence has considered unilateral de-registration of a player by a club as a breach of contract of sufficient severity for it to be treated as just cause for termination. For instance:

- In CAS 2013/A/3091, 3092 & 3093, while finding that de-registering of a player is a breach of contract and could, in principle, constitute just cause for termination of the contract, the panel discussed personality rights of athletes and how de-registration breaches such rights:

“224. As stated by FC Nantes, it is generally accepted in jurisprudence (ATF 120 II 369; ATF 102 II 211; ATF 137 III 303; Judgment of the Swiss Federal Tribunal 4A_558/2011, dated March 27, 2012) and among legal scholars (BADDELEYM., Le sportif, sujet ou objet?, in: Revue de Droit Suisse; 1996 II, pp. 135 et seq., p. 162; LUDWIG/SCHERRER, Sportsrecht, eine Begriffserläuterung, Zürich 2010, p. 212; AEBI-MÜLLER/MORAND, Die persönlichkeitsrechtlichen Kernfragen der “Causa FC Sion”, CaS 2012, p. 234-235) that personality rights apply to the world of sport. For athletes, personality rights encompass in particular the development and fulfilment of personality through sporting activity, professional freedom and economic freedom (BADDELEY, op. cit., p. 171). Under this definition, personality rights protect the right of movement, which comprises in particular the right to practice a sports activity at a level that accords with the abilities of the athlete (BUCHERA., Personnes physiques et protection de la personnalité, Basel 1999, N 467). When the sport is practised professionally, a suspension or any other limitation on access to the sport may impede the economic development and fulfilment of the athlete, the freedom of choosing his professional activity and the right to practice it without restriction (OSWALDD., Le règlement des litiges et la repression des comportement illicites dans le domaine sportif; in: Mélanges Grossen, Basel 1992, p. 74). This freedom is particularly important in the area of sport since the period during which the athlete is able to build his professional career and earn his living through his sporting activity is short (AEBI MÜLLER/MORAND, op. cit., p. 236). In football in particular the length of a

career is appreciably shorter than in other sports (AEBI MÜLLER/MORAND, op. cit., p. 237).

225. Professional freedom, in particular for professional athletes, therefore includes a legitimate interest in being actually employed by their employer (REHBINDER/STOCKLI, Berner Kommentar, 2010, N 13 to Art. 328). Indeed, an athlete who is not actively participating in competitions depreciates on the market and reduces his future career opportunities (Judgment of the Cantonal Court of Valais, decision of November 16, 2011, CaS 2011, 359). It is thus widely accepted in jurisprudence and among legal scholars that athletes have a right to actively practice their profession (ATF 137 III 303). To the extent that Articles 28 et seq. CC protect parties from negative actions and require offending parties to refrain therefrom, but do not grant rights to positive actions, such right to actively practice one's profession is resolved notably by labour law (ATF 137 III 303).

226. Upholding this approach, the Swiss Federal Tribunal stated with regard to a professional football player that "it is obvious that a professional football player playing in the premier division must, in order to retain his value on the market, not only train regularly with players of his level but also compete in matches with teams of the highest possible level" (Judgment 4A_53/2001 of March 2011).

227. Furthermore, legal scholars (BADDELEY, op. cit., p. 182), and jurisprudence (ATF 137 III 303; ATF 120 II 369) acknowledge that decisions relating to selection, qualification and suspension, as well as licensing refusals, may constitute an infringement of the personality rights of the athlete from the standpoint of his economic freedom (BADDELEY, op. cit., p. 182)."

- In CAS 2013/A/3354, it was found that:

"In consideration of the above, the Sole Arbitrator notes that according to CAS jurisprudence, the deregistration, as such, by preventing a player from being eligible to play for his Club, may infringe the player's personality rights and could constitute a breach of contract by the Club."

- This was further reiterated in CAS 2014/A/3643:

"Under Swiss law, the employer has the obligation to protect the employee's personality. The case law has deduced thereof a right for some categories of

employees to be employed, in particular for employees whose inoccupation can prejudice their future career development. The employer has to provide these employees with the activity they have been employed for and for which they are qualified, and is not authorised to employ them at a different or less interesting position than the one they have been employed for. A player who has been hired to train and play with a club's first team has a right to be employed under these – contractually agreed – terms. An exclusion from this position may – depending on the circumstances – seriously prejudice the player's career development, if e.g. it deprives the player of the chance to put his talent in evidence and to increase his market value."

- The importance of competing has also been addressed by the Swiss Federal Tribunal:

"[...] it is obvious that a professional football player playing in the premier division must, in order to retain his value on the market, not only train regularly with players of his level but also compete in matches with teams of the highest possible level" (SFT 4A_53/2001 and 137 III 303 consid. 2.1.2. et seq.).

- In CAS 2018/A/5771, 5772 (para. 151, 152), the panel found that deregistration alone is sufficient reason to prematurely terminate an employment relationship with just cause. In this case the club claimed that there was a mutual agreement on de-registration but it was found that no evidence of such agreement was presented.
 - In CAS 2020/A/7239, 7261 (para. 78), while finding that in that case there was an agreement regarding the de-registration of the player by the club, the panel noted that de-registration might constitute just cause for termination of the employment contract by a player.
 - In CAS 2016/A/4902 (para. 64), the panel observed that de-registration is a violation of the fundamental rights of a player. This was also held in CAS 2015/A/4122 (para. 76) and CAS 2014/A/3525 (where the player was also excluded from training and removed from the first team).
53. Considering the above-mentioned jurisprudence, it may be noted that if it is found to be established that the Club unilaterally de-registered the Player, this would be sufficient for the Player to terminate the Contract with just cause. It is undisputed between the Parties that the Club did de-register the Player but the Club claims that the Player and his agent agreed to the same. The FIFA DRC found that the Club had not presented sufficient evidence to prove their allegation that the de-registration was mutually agreed.

54. As held in CAS 2003/A/506 (para. 54), *“in CAS arbitration, any party wishing to prevail on a disputed issue must discharge its burden of proof, i.e. it must meet the onus to substantiate its allegations and to affirmatively prove the facts on which it relies with respect to that issue. In other words, the party which asserts facts to support its rights has the burden of establishing them (...). The Code sets forth an adversarial system of arbitral justice, rather than an inquisitorial one. Hence, if a party wishes to establish some fact and persuade the deciding body, it must actively substantiate its allegations with convincing evidence”* (CAS 2009/A/1810 & 1811, para. 46 and CAS 2009/A/1975, paras. 71 et seq.). From the evidence presented in this appeal, it cannot be considered that the Club has proved that the de-registration was mutually agreed:

- The Club has not filed any documentary record of the Player agreeing to him being de-registered. While certain text chat screenshots have been filed by the Club, these do not contain any agreement between the Player and the Club on his de-registration.
- The Club, in its reply dated 17 August 2024 to the default letter of the Player dated 2 August 2024, stated that *“after unanimous decision by the coaching staff, Qingdao Hainiu Football Club cancelled the first team registration”* of the Player. This reply contains no reference to any agreement between the Player and the Club regarding the de-registration which puts forward the strong possibility that no such agreement existed.
- The major evidence that the Club presents along with its appeal in support of its allegation are witness statements by four individuals: 1. The first team interpreter/assistant coach of the Club; 2. The General Manager of the Club; 3. The Head Coach of the Club; and 4. A Chinese agent who represented the Player and his agent in negotiations with the Club. As argued by the Player, three of these statements are made by individuals who are employees of the Club and therefore, the statements cannot be considered completely unbiased. The word-to-word similarity of the three statements also raises questions about the validity of its content. In the said three statements, they state that the Player was informed of the Club’s proposal to withdraw his registration at a dinner on 4 July 2024. Whereas, in the statement of the Chinese agent, it is mentioned that this agent informed the Player and his other agent about the Club’s proposal of de-registering him on a conference call on 2 July 2024. These discrepancies raise further doubts about the veracity of these witness statements.
- It must be considered that an important measure such as de-registration of a player if agreed between the parties, would not be done without any written record of the

same and the lack of the same clearly points towards no actual agreement being concluded. The facts and circumstances indicate that the Club unilaterally de-registered the Player.

55. As such, considering the jurisprudence discussed above and the specific circumstances of this case, it has to be found that the Club, by unilaterally de-registering the Player, committed a breach of Contract of such severity that the Player could not continue the contractual relationship. It may also be noted that the Player, through his default letter of 2 August 2024 provided the Club with an opportunity to rectify this and re-register him but the Club failed to do so. Accordingly, the Player terminated the Contract with just cause through the Termination Letter.

Other just cause claims

56. Before the FIFA DRC, the Player also claimed that the Club did not pay his salaries and bonuses on time and that he was excluded from first team training. While it was found that the Player was not able to demonstrate that he was excluded from first team training, the FIFA DRC found that the Club had not paid the Player salaries for July and August 2024 and certain bonuses. In this regard, it may be noted that at the time of termination of the Contract, the overdue payables did not amount to two monthly salaries as per Article 14bis of the RSTP and accordingly, it did not give rise to a right to terminate the Contract based on this provision (as specifically acknowledged by the FIFA DRC in the Appealed Decision).
57. Considering that the Player has not filed an appeal and considering that him being de-registered is sufficient for just cause to be found, it may not be necessary to discuss or decide on the issue of exclusion of the Player from first team training. In any case, as per the various chat screenshots and the Player's own statements, it appears that he had not fully recovered from his injury and was still undergoing rehabilitation training when he departed from the Club. Further, there are chat messages on record which indicates that the Player was invited to train with other injured players and the reserve team which further indicates that the training that was appropriate for the Player at that stage of his injury rehabilitation was arranged by the Club.
58. With regard to the overdue payables issue, it may be noted that at the time of issuing the default letter on 2 August 2024, the Player claimed that the salary for June 2024 i.e., USD 27,272 net which became due on 28 July 2024 had not been paid by the Club and two bonuses of USD 1,000 net each and one bonus of USD 3,000 net had not been paid by the Club for two draw matches and one win. The Player himself has acknowledged that the Club paid him an amount of USD 30,272 USD between 7 and 9 August 2024,

meaning that from the claimed amounts in the default letter of 2 August 2024, only an amount of USD 2,000 corresponding to bonuses for two draw matches, was pending. It must be noted that the Player was employed with the Club until 20 August 2024 and accordingly, the salaries for July 2024 and for the period from 1 August 2024 to 20 August 2024 must also be accounted for. Even though the Club claimed that it had paid the salary for July 2024 to the Player and provided evidence of the same, the FIFA DRC rejected this evidence stating that it was not translated into English and awarded USD 27,272 net to the Player. Further, the FIFA DRC awarded the full month's salary for August 2024 i.e., USD 27,272 net to the Player considering that the Player worked "almost the entire month". The FIFA DRC also awarded USD 2,000 net to the Player corresponding to two draw matches while rejecting the evidence submitted by the Club of having paid the same, as untranslated.

59. In the present appeal, the Club has presented translated evidence of payments made to the Player including bank vouchers for the said payments. The Player has not challenged the accuracy of the said translation but cites a statement within these vouchers to claim that this evidence cannot be accepted (the voucher states "*This voucher shall not serve as the basis for the recipient to ship the goods*"). However, this evidence appears to be credible. The statement relied on by the Player has no relevance in the present scenario and is merely boilerplate language presumably included in all such vouchers of this bank. The vouchers are being presented by the Club as evidence of payments which were made in the past and are not being used as the basis for shipment of any goods. Accordingly, the bank vouchers should be treated as valid proof of payments made by the Club to the Player, especially in the absence of any contradicting evidence from the Player, such as his bank statements disproving these payments.
60. As per the said vouchers, the Club paid the Player the salary for July 2024 on 26 August 2024 and the bonuses for the two draw matches were paid on 26 June 2024 and 17 August 2024. With regard to the bonus for the draw match on 10 May 2024, the Club states that the Player only played 19 minutes of the said match after which he got injured and as per Article 3.3.1 of the Contract, he was only entitled to USD 211.11 (i.e., 21.11% of the total potential bonus of USD 1,000). The Player's only argument with regard to the application of Article 3.3.1 of the Contract is that this argument of the Club was not raised before the FIFA DRC, which cannot be accepted considering the Sole Arbitrator's *de novo* review. Accordingly, the FIFA DRC's findings on the salary for July 2024 and the bonus payments may be set aside as it has been established by the Club that it paid both the salary for July 2024 and the two bonuses for the draw matches in the appropriate amounts.

61. Finally, there still remains the issue of the salary for August 2024. It is undisputed that the Player was only employed with the Club in August for 20 days. In fact, the Player had only claimed USD 17,594.83 before the FIFA DRC i.e., the pro-rated salary for the said 20 days that he was employed with the Club in August 2024. However, the FIFA DRC, on its own motion, granted the Player the full salary for the month of August 2024. This cannot be upheld and accordingly, the pro-rated amount of the salary originally claimed by the Player i.e., USD 17,594.83 net may be granted. The Club has not made any specific submissions with regard to the salary for August 2024.

Calculation of the compensation payable

62. Having found that the Player terminated the Contract with just cause, the consequences for such termination have to be considered, including the compensation payable by the Club to the Player. In the Appealed Decision, the FIFA DRC decided that USD 409,088 net shall be paid by the Club to the Player as compensation within 45 days of the notification of the Appealed Decision, failing which a ban from registering new players will be imposed on the Club.
63. Considering the *de novo* powers under Article R57 of the CAS Code, the level of compensation may be considered afresh. Since Article 9.7.6 of the Contract does not provide for the scenario of the Player terminating the Contract with just cause, this clause need not be considered for the calculation of compensation in this case. Hence, the parameters in Article 17 of the RSTP may be relied on for the calculation of compensation:

*“In all cases, the party in breach shall pay compensation. Subject to the provisions of article 20 and Annexe 4 in relation to training compensation, and unless otherwise provided for in the contract, compensation for the breach shall be calculated with due consideration for the law of the country concerned, the specificity of sport, and any other objective criteria. These criteria shall include, in particular, the remuneration and other benefits due to the player under the existing contract and/or the new contract, the time remaining on the existing contract up to a maximum of five years, the fees and expenses paid or incurred by the former club (amortised over the term of the contract) and whether the contractual breach falls within a protected period
Bearing in mind the aforementioned principles, compensation due to a player shall be calculated as follows:*

i. In case the player did not sign any new contract following the termination of his previous contract, as a general rule, the compensation shall be equal to the residual value of the contract that was prematurely terminated.

ii. In case the player signed a new contract by the time of the decision, the value of the new contract for the period corresponding to the time remaining on the prematurely terminated contract shall be deducted from the residual value of the contract that was terminated early (the “Mitigated Compensation”). Furthermore, and subject to the early termination of the contract being due to overdue payables, in addition to the Mitigated Compensation, the player shall be entitled to an amount corresponding to three monthly salaries (the “Additional Compensation”). In case of egregious circumstances, the Additional Compensation may be increased up to a maximum of six monthly salaries. The overall compensation may never exceed the rest value of the prematurely terminated contract.

iii. 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 the points i. and ii. above. The terms of such an agreement shall prevail.”.

64. As stated in Article 17 of the FIFA RSTP, the compensation, in principle, shall be calculated as the residual value of the Contract that was prematurely terminated, which shall be then reduced by any amounts earned by the Player through other employment contracts signed by him during the remaining period of the Contract. Hence, the following calculation shall be made:

- The residual value of the Contract shall be calculated as the salary for the period from 21 August 2024 to 31 December 2025 i.e., USD 418,765.17 which is the sum of:
 - USD 9,677.17 corresponding to the pro-rated salary for the period from 21 August 2024 to 31 August 2024;
 - USD 109,088 corresponding to the salaries of September, October, November and December 2024; and
 - USD 300,000 corresponding to the salary for the full calendar year of 2025;
- Considering that the Player earned an amount USD 36,000 during the period from 1 September 2024 to 30 June 2025 from Sumgait FC, this amount shall be deducted

from the above-mentioned total i.e., the compensation after mitigation shall be USD 382,765.17.

- While the FIFA DRC decided to apply Article 17 par. 1 lit ii) of the FIFA RSTP, this may not be appropriate in this case as the termination of the Contract was based on the de-registration and was not “*due to overdue payables*”. As discussed above, the Club provided evidence of having paid all salaries and bonuses that were due at the time of termination of the Contract and hence, this additional compensation cannot be granted.
65. Accordingly, the compensation payable to the Player by the Club shall be USD 382,765.17 net along with interest of 5% p.a. as of 20 August 2024.

IX. CONCLUSION

66. Based on the foregoing, the Sole Arbitrator finds that:
- a. The Player terminated the Contract with just cause based on the unilateral de-registration of the Player by the Club.
 - b. The Club paid all salaries and bonuses that were due to the Player prior to the termination of the Contract.
 - c. The Club shall pay the Player USD 17,594.83 net as the outstanding remuneration for the period from 1 August 2024 to 20 August 2024 along with 5% interest per annum as from 20 August 2024 until the date of effective payment.
 - d. The Club shall pay compensation to the Player for the breach of the Contract which led to the termination by the Player in the amount of USD 382,765.17 net along with 5% interest per annum as from 20 August 2024 until the date of effective payment
67. Accordingly, the Appeal, along with all other and further motions or prayers, is partially upheld.

X. COSTS

(...)

ON THESE GROUNDS

The Court of Arbitration for Sport rules that:

1. The Appeal filed by Qingdao Hainiu Football Club against the decision issued on 26 August 2025 by the FIFA Dispute Resolution Chamber is partially upheld.
2. The decision rendered by the FIFA Dispute Resolution Chamber on 26 August 2025 is confirmed with the exception of point 2 of its operative part which is amended as follows:

The Respondent, Qingdao Hainiu FC, must pay Milos Milovic the following amount(s):

- i. USD 17,594.83 net as the outstanding remuneration along with 5% interest per annum as from 20 August 2024 until the date of effective payment.
 - ii. USD 382,765.17 net as compensation for breach of contract along with 5% interest per annum as from 20 August 2024 until the date of effective payment.
3. (...).
 4. (...).
 5. All other and further motions or prayers for relief are dismissed.

Seat of arbitration: Lausanne, Switzerland

Date: 27 July 2026

COURT OF ARBITRATION FOR SPORT

Prof. Dr. Martin Schimke
Sole Arbitrator