

**PRIVATE INSTRUMENT OF PROFESSIONAL ATHLETE'S FEDERATIVE
RIGHTS - DEFINITIVE TRANSFER AGREEMENT**

By this instrument, the PARTIES:

1. **xxx FOOTBALL CLUB, KHARKIV, UKRAINE**, (hereinafter referred to as "club A") football club headquartered in Kharkiv, Ukraine, at **xxxx** registered as such under the Ukrainian Football Confederation and duly represented by its General Director;
2. **xxx FOOTBALL CLUB – DUBAI** (Company), licensed by Dubai Economic Development Department under No. **xxx** with its registered address at P.O Box **xxx** United Arab Emirates and a member of the United Arab Emirates Football Federation, represented by its Chief Executive Director, Mr **xxx**, (hereinafter referred to as "club B");
3. **XXX**, Brazilian, professional football player, bearer of the Brazilian passport n° Y, born on **XX**, (hereinafter referred to as the "**PLAYER**").

All together hereafter jointly referred to as the "Parties".

Whereas:

- (i) **Club B** is the holder of the federative and economic rights of the **PLAYER**, with whom it has a valid employment agreement duly registered in United Arab Emirates Football Federation until 30 June 2014;
- (ii) **Club B** loaned the federative rights of the **PLAYER** to the Brazilian club S ("**S**"), until 31 of December 2012. **S** is bound to immediately send back to **Club B** the International Transfer Certificate ("ITC") of the **PLAYER** upon expiry of the loan period.
- (iii) **Club A** intends to acquire 100% of the federative rights and 50% of the economic rights of the **PLAYER** on a definitive and paid basis and **Club B** intends to transfer the said rights on the conditions set out below.
- (iv) The Parties agree that after the conclusion of the present agreement **club B** will be authorized to negotiate with the **PLAYER** his consent to this transfer agreement and a new labour agreement between the **PLAYER** and **Club B**.

The Parties hereby agree as follows:

FIRST CLAUSE – PURPOSE

- 1.1. **Club B** hereby definitively transfers on a paid basis to **CLUB A** 100% of the federative rights of the **PLAYER** and 50% of the economic rights of the **PLAYER**. **CLUB B** retains the remaining 50% of the **PLAYER'S** economic rights.

SECOND CLAUSE – PRICE AND PAYMENT CONDITIONS

- 2.1. For the definitive transfer of 100% of the **PLAYER'S** federative rights and 50% of the **PLAYER'S** economic rights, **CLUB A** shall pay to **CLUB B** the total amount of € **1,500,000** (one million, five hundred thousand Euros) net, plus VAT if applicable, in one installment as follows:
 - 2.1.1. € **1,500,000** (one million five hundred thousand Euros) net, due no later than 03 (three) days starting from the day of receipt by **CLUB A** of the proof sent by **CLUB B** that **S** has sent back to the latter the ITC of the **PLAYER**.
- 2.2. For the purposes of item 2.1 hereinabove, "net" shall mean free of any and all costs incurred in such transfer provided for in existing laws at the time of such assignment, including taxes, levies, bank costs, withholding and any other related expenses such as attorneys fees and agency fees paid by **CLUB A**.
- 2.3. In addition to the transfer fee pursuant to item 2.1 above, should **CLUB A** transfer the federative and/or the economic rights of the **PLAYER** to any other football club or company, then **CLUB A** shall pay **CLUB B** 50% (fifty per cent) of any amount effectively received by any other football club or company. This percentage applies to any definitive transfer fee or loan transfer fee.
 - 2.3.1. If **CLUB A** receives any transfer offer from any third club during the term of the employment agreement between **CLUB A** and the **PLAYER**, in an amount of € 4,000,000.00 (four million Euros) or more, **CLUB A** shall be free to decide whether to transfer the player or not; if the offer is in an amount of less than € 4,000,000.00 (four million Euros), then **CLUB A** shall only be able to transfer the player after an express and written authorization by **CLUB B**.
 - 2.3.2. In order to obtain the authorization settled on item 2.3.1 above, **CLUB A** shall inform **CLUB B** of the terms of the offer, and then **CLUB B** shall answer about its consent on the transfer of the **PLAYER** in up to 48 (forty-eight) hours. Should **CLUB B** fail to answer to **CLUB A** in the above-mentioned term, it will be assumed that **CLUB B** has expressly agreed with the transfer in

the exact terms of the offer, for all purposes of the present agreement.

- 2.3.3. For the purposes of item 2.3 hereinabove, the “amount effectively received” by **CLUB A** as a transfer fee for the federative and/or economic rights related to the **PLAYER** shall be considered the total amount paid to **CLUB A** by any other football club or company, either in Ukraine or abroad, as a fee for the permanent or temporary assignment of the federative and economic rights of the **PLAYER**, deductible of any and all costs incurred in such transfer provided for in existing laws at the time of such assignment, including taxes, withholding solidarity mechanism, in case appropriate, and any other related expenses such as attorneys fees and agency fees paid by **CLUB A**.
- 2.4. **Club A** shall pay the same percentage to **CLUB B** calculated on the amount of any compensation paid by the **PLAYER** to **CLUB A** deriving from a termination by the **PLAYER** of any employment contract signed by the **PLAYER** with **CLUB A**.
- 2.5. **CLUB A** shall inform immediately **CLUB B** about such transfer, loan or termination by the **PLAYER** and the consequent compensation.
- 2.6. In addition, should the **PLAYER** obtain a final and unappealable judicial decision terminating his employment contract in force with **CLUB A** on grounds on late salary payment by **CLUB A**, then **CLUB A** shall pay to **CLUB B**, as a penalty clause, the amount of € 1,000,000 (one million Euros).
- 2.7. **CLUB A** undertakes not to engage the **PLAYER** in an exchange transfer with any other player by means of a loan or of a definitive transfer agreed with any other club, unless **CLUB B** agrees in writing to such transfer.
- 2.8. All the payments provided in items 2.3, 2.4 and 2.6 shall be due from **CLUB A** to **CLUB B** no later than 10 (ten) days from the day of receipt of any amount by other clubs, companies or by the **PLAYER**, provided that **CLUB B** send **CLUB A** the corresponding invoice. In case **CLUB A** is entitled to receive the said payments in more than one installment, **CLUB B** agrees to receive it equally.
- 2.9. If any of the above-mentioned instalments in items 2.1, 2.3, 2.4 and 2.6 are not paid on the above-mentioned dates, the full balance of the transfer fee outstanding at that date shall be immediately become due and owing from **CLUB A** to **CLUB B** and an annual default interest rate of 15% (fifteen percent) shall be charged from the installment delayed outstanding as at the date of default until its final payment.
- 2.10. In case the **PLAYER** complies with any employment agreement signed with **CLUB A** up to the ending date of such agreement, thus becoming a

"free-player", no payment relating to item 2.3 hereinabove shall be due from **CLUB A** to **CLUB B**.

- 2.11. On the above transfer fee and the other further payments of item 2.1, in accordance with article 21 and Annex 5 of the FIFA Regulations on the Status and Transfer of Players, **CLUB A** shall calculate and distribute the relevant 5% (five percent) i.e. € 75, 000 (seventy five thousand Euros) as a Solidarity Contribution to the club(s) involved in the training and education of the **PLAYER** over the years.
- 2.12. All the payments provided in items from 2.1 to 2.7 shall be made by **CLUB A** on the following bank account:

xxx

THIRD CLAUSE – DUTIES OF THE PARTIES

- 3.1. **CLUB B** will receive back the ITC from **S** at the expiry of the loan transfer of the **PLAYER**. Once received it back, **CLUB B** shall immediately inform **CLUB A**, also for the purposes of item 2.1.1 hereinabove.
- 3.2. Upon receipt of the said communication from **CLUB B**, **CLUB A** shall proceed and pay the transfer fee, as settled on item 2.1.1, above. **CLUB A** shall send in this regard to **CLUB B** copy of the confirmation of the payment, represented by the SWIFT document issued by **CLUB A**'s bank.
- 3.3. Provided that **CLUB B** receives back the ITC of the **PLAYER** from **S** and the confirmation of the payment of the transfer fee payment provided in items 3.1 and 3.2 above, **CLUB B** and the **PLAYER** shall mutually terminate the **PLAYER**'s employment contract dated 22 June 2009 and valid until 30 June 2014, sending copy of such mutual termination to **CLUB A**.
- 3.4. Following the mutual termination of the **PLAYER**'s employment contract with **CLUB B**, **CLUB A** shall enter into an employment contract with the **PLAYER** on the very same date.
- 3.5. In order to finalize the transfer, **Club B** and **CLUB A** undertake to immediately enter the respective and relevant instructions inside the FIFA TMS. If **CLUB B** receives back the ITC from **S** on a time which prevents **AL ALHI** to proper act according to items 3.1 and 3.3 above, and in particular after the end of the next (summer) registration period in Brazil, i.e. 31 August 2012, the Parties shall be released from all the obligations of this agreement and no compensation will be due to each other.

FOURTH CLAUSE – CONDITION

- 4.1. Considering the principles found on FIFA laws and regulations, which allow the contact with a player about a transfer only after the clubs involved reach an agreement, the present instrument shall be effective

only if **CLUB A** and the **PLAYER** reach an agreement and sign an employment contract before 1 September 2012.

- 4.2. Besides the condition settled on item 4.1 above, this agreement shall only be effective also if the **PLAYER** is approved in medical and physical examinations that **CLUB A** finds pertinent. Such medical examinations shall be performed by and no later the date on which **CLUB B** and the **PLAYER** mutually terminates their employment contract pursuant to item 3.3 above, and **CLUB B** grants its formal permission to it by means of the present instrument.
- 4.3. **CLUB A** shall immediately communicate to **CLUB B** any possible medical problems related to the health of the **PLAYER** which could affect the present agreement.
- 4.4. Any further medical and physical examination performed by **CLUB A**, and any relevant communication received by **CLUB B**, after **CLUB B** and the **PLAYER** mutually terminate the **PLAYER's** employment contract as settled in item 3.3 above, shall not affect the obligations of the present agreement.
- 4.5. **AL ALHI** undertakes not to transfer the **PLAYER** to any other club from the date of signature of this agreement until the date as specified in paragraph 4.1.

FIFTH CLAUSE - CONSENT OF THE PLAYER

- 5.1. The **PLAYER** in his condition as intervening party, expressly declares to agree with all provisions of this instrument and, provided that the conditions hereby specified are met, shall sign the employment agreement and the respective federative registration with **CLUB A**.

SIXTH CLAUSE - MISCELLANEOUS

- 6.1. This Agreement is immediately valid on the date of its signature.
- 6.2. Any taxes and duties due as a result of the amounts paid or received by virtue of this agreement shall be the responsibility of each taxpayer, as defined in the tax law or bank rules.
- 6.3. This Agreement constitutes the entire understanding of the Parties with respect to the **PLAYER's** transfer. There exist no restrictions, agreements, promises, warranties, covenants or undertakings between the Parties in relation to this transfer other than those expressly set forth herein.
- 6.4. Each Party is fully aware of the relevant FIFA regulations and confirms and acknowledges that it has read and understood the present agreement, and that this agreement is signed voluntarily of its/his own free will.

- 6.5. **CLUB A** undertakes to inform any other club or company interested in the transfer of the **PLAYER's** federative and/or economic rights of the existence of the present agreement, informing **CLUB B** accordingly.

SEVENTH CLAUSE – GOVERNING LAW AND DISPUTING RESOLUTION

- 7.1. This agreement is construed in accordance with and it is subject to the FIFA regulations.
- 7.2. The parties hereby elect the jurisdiction of FIFA to settle any doubts or disputes arising from this agreement, and the eventual appeal shall be filed before the Court of Arbitration for Sport (CAS) in Lausanne, Switzerland, in accordance with the provisions of the FIFA Statutes. The Parties agree that any dispute before the CAS shall be handled by a panel of three arbitrators, with the proceedings being conducted in English.

Finally, in witness whereof, the parties execute this agreement in 3 (three) counterparts of equal content and form, which can be modified only with the written consent exchanged in writing between the Parties. A faxed copy of the agreement containing all the signatures of the Parties shall be valid and binding.

Kharkiv and Dubai, **XX** August 2012.

CLUB A.
General Director

CLUB B
Chief Executive Director

Player