



In Madrid/Lisbon, July 15<sup>th</sup> 2014

### THE PARTIES

ON ONE SIDE.- Mr. MIGUEL ANGEL GIL, in his condition of CEO of CLUB ATLETICO DE MADRID, S.A.D., with address in Paseo Virgen del Puerto, 67, Madrid, and C.T.C. Nº A - 80373764.

ON THE OTHER SIDE.- Mr. LUIS FILIPE VIEIRA in his condition of Chairman and DOMINGOS SOARES DE OLIVEIRA in his condition of CEO, on behalf of SPORT LISBOA E BENFICA, with address in Avenida General Norton de Matos, Estadio do SL Benfica Lisboa, Portugal, and C.T.C Nº 504882066.

AND ON THE OTHER SIDE.- Mr. JAN OBLAK of legal age, a Professional Football Player, with Slovenian Passport PB0744409, acting in his own name and representation.

The Parties declare and mutually acknowledge regarding the other Party having legal capacity as to sign the present Agreement and, to this end

### WITNESSETH

That SPORT LISBOA E BENFICA (hereinafter BENFICA) is the holder of the Federation Rights of the Player Mr. JAN OBLAK (hereinafter referred to as THE PLAYER) and, being CLUB ATLETICO DE MADRID, S.A.D. (hereinafter ATLETICO DE MADRID) interested in acquiring the Federation and Economic rights of the said Player, the parties have reached to an agreement for the transfer of them, under the following:



### TERMS AND CONDITIONS

#### I.- OBJECT OF THE AGREEMENT

By virtue of the present Agreement, BENFICA hereby agrees to transfer the totality of the federation and economic rights of THE PLAYER to ATLETICO DE MADRID, who acquires them on a sole and exclusive basis.



## II.- PRICE

It is hereby agreed that the total amount for the transfer of the Federation and economic rights of THE PLAYER to be SIXTEEN MILLION EURO (16.000.000.-€). This amount is to be paid net of all taxes or fees of any kind as well as of any percentage payable in respect of the Player's training and education (including but not limited to Training Compensation and Solidarity under the FIFA Regulations on the Status and Transfer of Players (the 'FIFA Regulations') if applicable).

For the aforementioned effects, BENFICA states that any percentage that might be entitled to in respect of the Player's training and education (including but not limited to Training Compensation and Solidarity under the FIFA Regulations on the Status and Transfer of Players (the 'FIFA Regulations') are included within the amount that is set as transfer pricing, i.e. SIXTEEN MILLION EURO (16,000,000 - €). As a result, BENFICA declares having nothing to claim to ATLETICO DE MADRID for the said concept.

## III.- METHOD OF PAYMENT

ATLETICO DE MADRID shall have to pay the amount of SIXTEEN MILLION EURO (16.000.000€) - as Transfer Price - within 2 (two) business days from the date hereof via wire bank transfer to the bank account of BENFICA, which details shall be indicated in relevant invoice.

## IV.- VAT

The parties consider that the provision of services described in this contract is not subject to Spanish VAT, all pursuant to the provisions of Article 69 of Law 37/1992, of December 28 and Directive 2008/8 / EC and corresponds to ATLETICO DE MADRID the tax settlement through the mechanism known as reverse charge.

For this purpose, ATLETICO DE MADRID expressly declares that:

1.- It has established its business in Spain, as it is defined the concept of a place of business in the European Court of June 28, 2007 (Case C-73/06 Planzer Luxembourg), that it has not a central office or permanent establishment in Spain and that the contracted services are within the scope of this business place.

2.- That has the condition of entrepreneur or professional, as it is defined in the European Directives.



3.- That for these effects, ATLETICO DE MADRID credits the above circumstances by the intra-community tax identification number Es A80373764.

#### V.- SUSPENSIVE CONDITIONS

The execution of this agreement is subject to the following suspensive condition:

- ATLETICO DE MADRID reaches an agreement with THE PLAYER for the rendering of its services on or before 15 July 2014. In the event this circumstance does not take place, the present contract will be deemed as not signed between the parties, and they will have nothing to claim regarding the said agreement.
- That THE PLAYER is deemed fit by ATLETICO DE MADRID's medical services on or before 15 July 2014. In the event this circumstance does not take place, the present contract will be deemed as not signed between the parties, and they will have nothing to claim regarding the said agreement

That BENFICA issues the corresponding ITC via FIFA TMS in favor of ATLETICO DE MADRID. In the event this circumstance does not take place, the present contract will be deemed as not signed between the parties, and they will have nothing to claim regarding the said agreement.

#### VI.- NATURE OF THE DEBT

THE PARTIES agree that the amounts due pursuant to this Agreement shall, once the payment dates set out above are due, the consideration of due, liquid and payable, in accordance with the Financial Regulations of the UEFA Fair Play, and a simple presentation of this document to UEFA will suffice, provided that no payment had occurred on the dates agreed, as a proof of such nature.

#### VII.- F.I.F.A. TRANSFER MATCHING SYSTEM

BENFICA and CLUB ATLETICO DE MADRID, in accordance with art. 2.4 of Annex 3 of the cited FIFA Regulations, shall use their best endeavors to enter relevant information on the FIFA Transfer Matching System without delay in order to procure the transfer of the of the Player's International Transfer certificate from FPF to the Spanish Football association.



### VIII.- BENFICA'S FIRST RIGHT OF REFUSAL

1.- It is hereby established that CLUB ATLETICO DE MADRID may not proceed with the definitive or temporary assignment of the PLAYER to a Portuguese Club without the prior and express consent of BENFICA.

2.- It is hereby further established that CLUB ATLETICO DE MADRID and the PLAYER may not rescind by mutual agreement the employment contract entered into between them without the prior and express consent of BENFICA.

3.- As a consequence of what is established in this agreement, CLUB ATLETICO DE MADRID and the PLAYER undertake within the ambit of a future definitive or temporary assignment of the latter to grant to BENFICA SAD a first right of refusal/pre-emption right in the acquisition of the federation and economic rights of the PLAYER.

4.- In order for BENFICA to be able to exercise its hereinabove referred pre-emption right, CLUB ATLETICO DE MADRID and the PLAERYR are obliged to notify in writing within a term of 2 (two) business days to BENFICA SAD any offer for the temporary or definitive transfer of the PLAYER, by sending a copy to BENFICA of any offer it may have received.

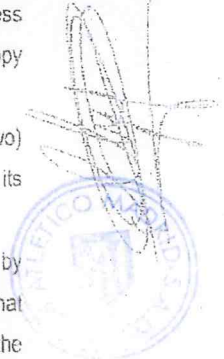
5.- BENFICA shall notify CLUB ATLETICO DE MADRID and the PLAYER within a term of 2 (two) business days to be counted from reception of the referred notification, of its decision to exercise or not its pre-emption right.

6.- In case CLUB ATLETICO DE MADRID temporarily or definitively assigns, agrees the rescission by mutual agreement of the employment contract entered into on this date with the PLAYER, allowing that rescission of the sporting labour contract occurs with just cause grounded on the late payment of the salary, or, further, in any other way disposes of the federation rights of the PLAYER without granting to BENFICA the hereinabove mentioned pre-emption right, CLUB ATLETICO DE MADRID shall be required to pay to BENFICA, as penalty clause, a compensation which the parties hereby on a free and informed manner establish in the amount of € 10,000,000 (TEN MILLION EURO).

7.- The PLAYER is jointly liable for the payment of the hereby established compensation if and when such liability can be ascribed to him.

### IX.- CLAIMS

THE PLAYER declares having nothing to claim to ATLETICO DE MADRID for any dispute that may arise from this transfer, more specifically regarding the percentages set out in Art. 147.2. General Regulation R.F.E.F, and art. 17 of the Collective Agreement A.F.E. - L.N.F.P and art. 13.a) of RD 1006/1985






#### X.- ARBITRATION

1.- This Agreement is governed by and construed in accordance with the FIFA Regulations, known to parties, and Swiss law. Any dispute arising from or related to the Agreement will be submitted either to the competent body of FIFA or to the Court of Arbitration for Sport, being the claimant party the one to choose the jurisdiction, (hereinafter to be referred to as: "CAS") in Lausanne, Switzerland (as the case may be), and resolved definitively in accordance with the FIFA Procedural Rules or with the Code of Sports-related Arbitration (as the case may be). The Parties expressly waive recourse to ordinary courts of law in case of any dispute arisen from or related to this Agreement.



2.- In the event the dispute is submitted to CAS, acting either as a first instance court or as a court of appeal (as the case may be), the arbitration panel shall consist of three members and the language of arbitration shall be English. The decision of the CAS is binding and not opens to appeal. The procedure will be conducted in an expedited manner, the relevant shorten deadlines will be set by CAS. The parties expressly waive recourse to the Swiss Federal Tribunal against awards of CAS.

The present document is read, understood and agreed by all Parties and is signed in of 2 copies, typed on one side, in the place and on the date aforementioned.

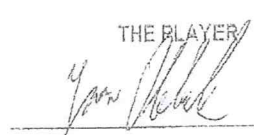
CLUB ATLÉTICO DE MADRID, S.A.D.

  
MIGUEL ANGEL GILMARIN

SPORT LISBOA E BENFICA, S.A.D.

  
  
LUIZ FILIPE VIEIRA  
DOMINGOS SOARES OLIVEIRA

THE PLAYER

  
JAN OBLAK