

AGREEMENT

THIS AGREEMENT is made on 5 September 2023 by

(1) **1. FC Köln GmbH & Co. KGaA**, based in Franz-Kremer-Allee 1-3, 50937 Köln, Germany, as duly represented by its Managing Directors, Dr. Christian Keller and Philipp Türoff,

(2) **1. Fußball-Club Köln 01/07 e.V.**, based in Franz-Kremer-Allee 1-3, 50937 Köln, Germany, as duly represented by its President Dr. Werner Wolf and its Vice-President, Dr. Carsten Wettich,

(1. FC Köln GmbH & Co. KGaA and 1. Fußball-Club Köln 01/07 e.V. hereinafter collectively referred to as "**1. FC Köln**")

(3) **Mr. Jaka Čuber Potočnik**, professional football player, born on 17 June 2005, national of Slovenia (hereinafter, "**the Player**")

(4) **ŠD NK Olimpija Ljubljana**, based in Dunajska cesta 159, 1000 Ljubljana, Slovenia, as duly represented by its **FUNCTION**, **NAME**, (hereinafter, "**Olimpija**")

(each referred to as a "**Party**" and collectively referred to as "**the Parties**").

WHEREAS:

(A) On 1 June 2021, the Player and Olimpija signed the Professional Football Contract governing their mutual rights and obligations in connection with professional football (hereinafter, "**the Contract**");

(B) Before the execution of the Contract, the Player was a youth player of Olimpija being under a scholarship contract with the latter;

(C) The Player maintains that at the signature of the Contract, Olimpija, represented by the former management at that time, provided the Player with the oral guarantees under which he would have had the right to be a part of the first team's activities of Olimpija, he would have been provided with individual training with a fitness coach at least twice a week as well as individual training with a coach for development of football technique once a week (hereinafter, "**the Oral Guarantees**");

(D) However, contrary to the Oral Guarantees of the former management of Olimpija, the Player was not integrated into the first team of Olimpija, which is why the Player's parents met on different occasions the management of Olimpija and urged the Player's integration into the first team; each time the Player's parents were assured by the management of Olimpija about the contractual compliance;

- (E) Towards the end of December 2021, Olimpija changed ownership and a completely new management took over;
- (F) On 23 January 2023, the Player's mother sent the notice of default to Olimpija pointing out the untenable situation of the Player (hereinafter, "**the Default Notice**");
- (G) On 30 January 2022 the Player terminated the Contract claiming just cause;
- (H) On 31 January 2022, the Player and 1. FC Köln signed an employment contract;
- (I) On 25 July 2022, Olimpija filed a claim against the Player and 1. FC Köln before the Dispute Resolution Chamber of the Football Tribunal;
- (J) On 1 February 2023, the Dispute Resolution Chamber of the Football Tribunal passed the Decision (hereinafter, "**the FIFA Decision**") whereby ruled as follows:

*"1. The claim of the Claimant, ŠD NK Olimpija Ljubljana, is partially accepted insofar as it admissible.
2. The Respondent 1, Jaka Čuber Potočnik, has to pay to the Claimant EUR 51,750 as compensation for breach of contract without just cause plus 5% interest p.a. as from 30 January 2022 until the date of effective payment.
3. The Respondent 2, 1. FC Köln, is jointly and severally liable for the payment of the aforementioned compensation.
4. Any further claims of the Claimant 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. If the aforementioned sum plus interest is not paid within 30 days of notification of this decision, the present matter shall be submitted, upon request, to the FIFA Disciplinary Committee for its consideration and formal decision.
7. A restriction of four months on his eligibility to play in official matches is imposed on the Respondent 1. This sanction applies with immediate effect as of the date of notification of the present decision. The sporting sanctions shall remain suspended in the period between the last official match of the season and the first official match of the next season, in both cases including national cups and international championships for clubs.
8. The Respondent 2 shall be banned from registering any new players, either nationally or internationally, for the two next entire and consecutive registration periods following the notification of the present decision.
9. This decision is rendered without costs."*

- (K) On 18 April 2023, Olimpija filed the appeal against the FIFA Decision before the CAS;
- (L) On 19 April 2023, 1. FC Köln and the Player filed the appeals against the FIFA Decision before the CAS and requested its stay as a provisional measure;
- (M) The CAS has initiated the arbitration proceedings enrolled under references *CAS 2023/A/9578 NK Olimpija Ljubljana v. Jaka Čuber Potočnik and 1. FC Köln*; *CAS 2023/A/9579 1. FC Köln GmbH & Co. KGaA & 1. FC Fußball-Club Köln 01/07 e.V. v. NK Olimpija Ljubljana & FIFA* and *CAS 2023/A/9580 Jaka Čuber Potočnik v. NK Olimpija Ljubljana & FIFA*;
- (N) On 26 May 2023, the CAS Panel ordered the stay of execution of the FIFA Decision;
- (O) The procedures are currently ongoing and the oral hearing is scheduled on 19 and 20 September 2023;
- (P) Over the last days, the new and the former management of Olimpija met in order to discuss several open issues between them; among others they also discussed about the situation regarding the Player; due to the ongoing litigation between the new and the former management of Olimpija such meeting was not practically possible at an earlier stage;
- (Q) During the meeting the former management of Olimpija expressly confirmed to the new management the contents of the Oral Guarantees it had given to the Player at the execution of the Contract;
- (R) The new management of Olimpija was not aware of the Oral Guarantees given to the Player, particularly because there was no mention at all in the Player's file, and thus having learned the details from the former management, the new management of Olimpija has concluded that the demands of the Player and his parents maintained both during the validity of the Contract as well as during the FIFA and CAS procedures were not unfounded and therefore the Player had a justified reason when he terminated the Contract;
- (S) At the same time 1. FC Köln is willing to assure Olimpija that it had never been its intention to take away a young promising player from the latter without a fair compensation for the efforts invested in the training and education of the Player;
- (T) For this reason, 1. FC Köln and Olimpija have carried out discussions in order to clarify their respective positions and in order to understand whether a settlement of the matter would be possible in light of the new relevant facts of the case that Olimpija has learned;

(U) In a mutually conciliatory spirit, 1. FC Köln, the Player and Olimpija have agreed on the amicable settlement of the dispute between them on the following terms and conditions.

NOW AND THEREFORE the Parties agree as follows:

1. The Recitals are essential and integrant part of the present Agreement.
2. Olimpija acknowledges and accepts that the Player had a justified reason when he terminated the Contract.
3. The Player acknowledges and accepts that the new management of Olimpija was in good faith not aware about the Oral Guarantees given by the former management of Olimpija to the Player.
4. 1. FC Köln assures Olimpija that it has never induced the Player to terminate the Contract and that as a gesture of solidarity between clubs it would like to recognize to Olimpija a fair compensation for the effort invested in the training and education of the Player.
5. The Parties acknowledge that the present dispute arose solely on the basis of several misunderstandings which occurred, that the Parties would like to remedy by means of the present Agreement. To this end, the Parties strongly trust that no sporting sanctions under art. 17 RSTP or other sanctions shall be imposed on the Player, on 1. FC Köln, and/or on Olimpija.
6. Subject to clause 7 below, 1. FC Köln accepts to pay to Olimpija the following amounts in accordance with the following conditions:
 - a. The fixed amount of EUR 500,000 payable within 14 days following the notification of the Award by Consent or the Award issued by the CAS Panel in the procedures CAS 2023/A/9578, CAS 2023/A/9579 and CAS 2023/A/9580 ratifying the terms of this Agreement.
 - b. The contingent amount of EUR 250,000 due the first time the Player has made 10 (ten) Appearances (as defined below) for 1. FC Köln.

In this Agreement "Appearance" means any game of 1. FC Köln in the 1. Bundesliga in which the Player is selected in the starting line-up or he is entering the field of play in the first half; if the Player enters the field of play in the second half this counts as half (1/2) Appearance; additional time is not considered for the purpose of this clause.

The contingent amount is payable within 14 days following the tenth Appearance of the Player.
 - c. If 1. FC Köln transfers the registration of the Player on a permanent basis to any other football club against payment of a transfer fee (the "**Future Transfer**"), 1. FC Köln shall pay to

Olimpija an amount equal to 10 % (ten per cent) of the amount by which the Future Transfer Fee (as defined below) exceeds the Compensation (as defined below) (the "**Sell-on Compensation**"). In this Agreement, "Future Transfer Fee" means the amount of the transfer fee payable to 1. FC Köln in respect of the Future Transfer, and "Compensation" means the amount paid or which has become payable by 1. FC Köln to Olimpija pursuant to clause 6 lit. a and b. above by the date on which the Future Transfer occurs. The Sell-on Fee is payable within 14 days from the receipt of the transfer fee by 1. FC Köln, or in case of payment in instalments, proportionally within 14 days from the receipt by 1. FC Köln of the instalment concerned.

7. The amounts provided under clause 6 above are conditional upon and subject to the sporting sanctions imposed on the Player and 1. FC Köln in the FIFA Decision being definitively lifted in the course of the present CAS proceedings, and if due, they will be paid by wire transfer to the account of Olimpija, the details of which are as follows:

Bank account details

8. Payment of the amount provided under clause 6 shall be made and accepted in full and final settlement of all matters related to the procedures CAS 2023/A/9578, CAS 2023/A/9579 and CAS 2023/A/9580 as well as to the procedure regarding the payment of training compensation, currently enrolled before the FIFA Tribunal under "Training compensation in connection with the registration of the player Jaka ČUBER POTOČNIK with 1. FC Köln (Germany) Ref. No. TMS 12789".
9. Olimpija shall bear its legal costs related to the present proceedings as well as the costs of the procedure CAS 2023/A/9578. 1. FC Köln shall bear its legal costs as well as those of the Player related to the present proceedings as well as the costs of the procedures CAS 2023/A/9579 and CAS 2023/A/9580.
10. Within five days from the signature of the present Agreement, the Parties shall notify to the CAS Panel in charge of the procedures CAS 2023/A/9578, CAS 2023/A/9579 and CAS 2023/A/9580 about this Agreement asking the Panel to set aside the FIFA Decision and to render an *Award by Consent* or an Award ratifying the terms of this Agreement. The notification on the side of just one Party is sufficient for the purpose of the present provision.
11. The terms of this Agreement are in full and final settlement of, and each Party hereby releases and forever discharges, any and/or all actions, claims, rights, demands, disputes and set-offs or other matters, whether in this jurisdiction or any other, whether or not presently known to the Parties or to the law, and whether in law or equity, that it may have or hereafter can, shall or may have against the other Party arising from, out of or in connection with: (i) the termination of the Contract by the Player

and (ii) the registration of the Player for 1. FC Köln (including any claims for training compensation under the RSTP).

12. Each Party agrees with the other Parties that it/he will not bring or commence any proceedings whatsoever in any jurisdiction against the other Party(ies) arising out of or in any way connected with (i) the termination of the Contract by the Player, (ii) the registration of the Player for 1. FC Köln save for the purposes of enforcing its/his rights under this Agreement and (iii) the training compensation due for the Player.
13. Olimpija shall withdraw within ten days from the signature of the present Agreement the claim against 1. FC Köln currently enrolled before the FIFA Tribunal under "Training compensation in connection with the registration of the player Jaka ČUBER POTOČNIK with 1. FC Köln (Germany) Ref. No. TMS 12789".
14. This Agreement may be executed in any number of counterparts, which shall each constitute an original and together constitute one agreement. If this Agreement is executed in counterparts, it shall not be effective unless each Party has executed at least one counterpart.
15. This Settlement Agreement may not be altered or modified except by a written agreement signed by the Parties. The Parties declare that no other contract or obligation prohibits them of signing this Agreement under these terms and conditions.
16. The Parties agree that an emailed digital copy (.pdf format) of this Agreement duly signed by each of them shall be considered as valid and binding.
17. If any provision of this Agreement is held null or invalid for any reason or for any purpose, the validity of the remaining provisions of this Agreement shall not be affected and the Parties shall in good faith negotiate a new provision to replace the affected one. Any nullity or invalidity of any provision of this Agreement is not extendable to any other disposition or condition of this Agreement.
18. The individuals executing this Agreement represent that they have the right, the power, legal capacity and authority to enter into this Agreement on behalf of their respective clubs.
19. The terms of this Agreement as well as any documents or details relating to the proceedings CAS 2023/A/9578, CAS 2023/A/9579 and CAS 2023/A/9580 are strictly confidential and shall at no time be divulged to a third party (other than the respective professional advisors) unless they are required to do so by law and/or the fiscal authorities. This clause shall survive after the expiry or termination of the present Agreement. Any communications such as to the press or media will be by way of written statements mutually agreed by the Parties before release or circulation.

20. This Agreement and any matters arising out of or in connection with it, is governed by and construed in accordance with the laws of Switzerland. Any and all disputes arising out of or in connection with this Agreement will be submitted to the Court of Arbitration for Sport in Lausanne and shall be resolved in accordance with the Code of Sport-related Arbitration; the Parties select English as the language of the procedure.
21. Each of the Parties confirms and acknowledges to have read and understood the present Agreement, and that this Agreement is signed voluntarily of its own free will and by its duly authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date above first written.

THE PARTIES

For 1. FC Köln GmbH & Co. KGaA

For ŠD NK Olimpija Ljubljana

Dr. Christian Keller
Managing Director

NAME
POSITION

Philipp Türoff
Managing Director

For 1. Fußball-Club Köln 01/07 e.V.

The Player

Dr. Werner Wolf
President

Jaka Čuber Potočnik

Dr. Carsten Wettich
Vice-President