

TRANSFER AGREEMENT

Between

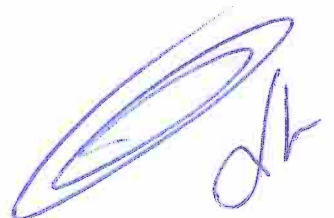
AS MONACO FC SAM, represented by its Vice president CEO, Mr Vadim VASILYEV, having its headquarters in Stade Louis II – 7, avenue des Castelans – 98000 AS MONACO, (hereinafter referred to as: AS MONACO)

And

CLUB ATLETICO DE MADRID, S.A.D., represented by Mr Angel Gil Marin, having its headquarters in Madrid, Spain (Estadio Vicente Calderon, Paseo Virgen del Puerto 67 – 28005 Madrid) (hereinafter referred to as: Atletico)

WHEREAS

- A.- AS MONACO and the player Yannick FERREIRA CARRASCO, born on 4 September 1993 (hereinbelow as: player) have entered into a sports labour contract, pursuant to the French Professional Football League's Regulations, expiring on 30 June 2019.
- B.- Atletico has shown AS MONACO its interest in the permanent transfer of the player, subject to the acceptance of the latter and AS MONACO has confirmed its interest in the player's permanent transfer to Atletico, subject to the terms and conditions set out in this agreement.
- C.- AS MONACO declares and guarantees to held the player's registration absolutely and free from any contractual obligations and/or relationships with any other football clubs, licensed agents or any other legal entity or person and that upon Atletico's permanent registration of the player, Atletico shall become the 100% absolute beneficial owner of all interests and rights in connection herewith.



All this being stated, the parties hereto agree and stipulate the following.

Art. 1

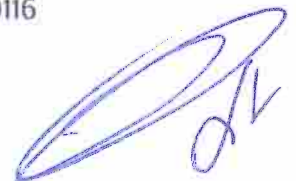
The premises constitute an integral, essential and binding part of this agreement.

Art. 2

- 2.1. AS MONACO hereby permanently transfers to **Atletico** (the right to the sport performance and registration of) the **player** starting from 6 July 2015.
- 2.2. The effectiveness of this agreement is however conditional upon the execution of a sport labour contract between **Atletico** and the **player**, such labour contract to be executed within the term of 6 July 2015.
- 2.3. As for the permanent transfer of the **player**, **Atletico** shall pay to AS MONACO the whole amount (save for the deduction provided under clause 3.2 below) of € 17.258.885,00 (seventeen million two hundred fifty eight thousand eight hundred eighty five Euro) as follows:
 - a) as for (save for the deduction provided under clause 3.2 below) € 9.644.670,00 (nine million six hundred forty four thousand six hundred seventy Euro) at the issuance of the International Transfer Certificate (ITC) from French Football Federation (FFF) to Spanish Football Federation (SFF).
 - b) as for (save for the deduction provided under clause 3.2 below) € 7.614.215,00 (seven million six hundred fourteen thousand two hundred fifteen Euro) at the latest on 15 July 2016.

Such amounts shall be paid by **Atletico** to AS MONACO, after receipt of regular invoices, by bank transfer to the following AS MONACO's bank account:

Bank Name	Compagnie Monégasque de Banque
Address	23, avenue de la Costa – 98000 MONACO
Bank Code (BIC/SWIFT)	CMBMMCMX
IBAN	MC5817569000016055080000116



2.4. In case, within all period that player is registered at Atletico, Atletico permanently transfers the player to a third club, then AS MONACO shall be entitled to receive an amount equal to twenty five point thirty eight per cent (25,38%) of the transfer fee effectively collected by Atletico.

Parties hereby agree that in case the percentage sum (25,38%) above results calculated in an amount lower than € 5.076.150,00 (five million seventy six thousand one hundred fifty Euro), then AS MONACO shall be entitled to receive an amount (save for the deduction provided under clause 3.2 below) equal to € 5.076.150,00 (five million seventy six thousand one hundred fifty Euro) as a consequence of the permanent transfer of the player to the third club.

For example: if Atletico collects 40.000.000,00 (forty million Euro) from the third club, AS MONACO shall be entitled to receive the whole amount (save for the deduction provided under clause 3.2 below) of € 10.152.000,00 (ten million one hundred fifty two thousand Euro); if Atletico collects 10.000.000,00 (ten million Euro) from the third club, AS MONACO shall be entitled to receive the whole amount (save for the deduction provided under clause 3.2 below) of € 5.076.150,00 (five million seventy six thousand one hundred fifty Euro).

The amount under this clause 2.4, shall be paid as follows:

- a) if the transfer fee is equal to € 0, within 30 days after the player's registration at the third club.
- b) if the transfer fee is lower than € 20.000.000,00 (twenty million Euro), within 30 (thirty) days after Atletico's receipt of the first instalment by the third club;
- c) if the transfer fee is equal or higher than € 20.000.000,00 (twenty million Euro), then € 5.076.150,00 (five million seventy six thousand one hundred fifty Euro) shall be paid within 30 days after Atletico's receipt of the first instalment by the third club and the remaining amount shall be paid proportionally to the instalment plan agreed between Atletico and the third club within 30 days after Atletico's receipt of each instalment ;
- d) in case the player arrives to the expiration of his employment contract with Atletico and leaves Atletico as a free agent, no additional amount shall be paid by Atletico to AS MONACO.



- 2.5. It is also agreed between the parties that in case Atletico does not pay in time any amount mentioned in articles 2.3. and 2.4., Atletico will pay an annual interest rate of 15% prorata for each day of delay. Agreement on the interest rate does not preclude AS Monaco to seek payment of damages that might arise as consequence as such delay payments.

Art. 3

- 3.1. Subject to the execution of a sport labour contract between Atletico and the player, AS MONACO and Atletico shall perform, at the latest on 7 July 2015, any necessary TMS System activity to allow the player's permanent transfer to Atletico with an instruction by AS MONACO to release the ITC to Atletico via the FFF and the SFF. In case of any discrepancy, the contents of this transfer agreement shall prevail on the matched details filled by the parties onto the TMS System.
- 3.2. The transfer fee and, if due, any additional amount provided under this agreement, include any amount due as *Solidarity Mechanism* (under art. 21 of the mentioned current *F.I.F.A. Regulations*) which AS MONACO is entitled for all the training given to the player. With regard to the *Solidarity Mechanism* compensations due to other clubs or Associations – equal to 1,50 % (one point fifty per cent) of any fee provided under this agreement – Atletico, pursuant to *F.I.F.A. Regulations*, shall be responsible to pay the relevant amounts and AS MONACO hereby expressly accepts that Atletico shall deduct the relevant amount from every payment which shall be made under this agreement (transfer fee and additional payments, if due), so that any payment under this agreement shall be made after a deduction of 1,50 % (one point fifty per cent).
- 3.3. The transfer fee under clause 2.3. includes any amount due to AS MONACO as *Training compensation* (under art. 20 of the current *F.I.F.A. Regulations on the status and transfer of players*) which AS MONACO is entitled for all the training given to the player.
- 3.4. This agreement shall be deemed as binding and valid after its signature by the legal representatives of the parties and its sole exchange by fax between them. The effectiveness of this agreement is however conditioned to the execution of the sport labour contract between Atletico and the player.

- 3.5. Save in respect of any information already in the public domain at the date hereof, the parties undertake to treat as confidential the terms of this contract and not to disclose the same to any third party, including the media, without the consent of the other (other than to their respective professional advisors or as requested by law or any fiscal or regulatory authority).
- 3.6. This agreement is the result of articulated dealings between the parties hereto, and the law of Monaco together with *F.I.F.A. Regulations on the status and transfer of players*, under which it has been constructed and wanted by the parties, exclusively govern it.
- 3.7. Any dispute arising between the parties in relation to this agreement will be submitted either to the competent Body of F.I.F.A.. Parties further recognise the eligibility, as an appeal body, of the Court of Arbitration for Sport (C.A.S.), Lausanne, Switzerland. In the latter case, the dispute shall be resolved in accordance with the *C.A.S. Code of Sport - Related Arbitration*.

Monaco, on 6 July 2015.



Atletico
Mr Angel Gil Marin
CEO



AS MONACO
Mr Vadim VASILYEV
Vice president CEO