



LEGIA WARSZAWA S.A.  
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## DEFINITIVE TRANSFER AGREEMENT

This definitive transfer agreement was concluded between:

**LEGIA WARSZAWA S.A.**  
as the Acquiring Club

and

**CLUBE DESPORTIVO DAS AVES – FUTEBOL SAD**  
as the Releasing Club

and

**LUCAS LIMA LINHARES**  
as the Player

and

**SPORT LISBOA E BENFICA – FUTEBOL SAD**  
as the Previous Club



Warsaw, Poland & Lisbon, Portugal, 02.07.2019

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FORTUNA adidas Nike cb world

*[Handwritten signatures and initials in blue ink]*



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This Definitive transfer agreement has been concluded in Warsaw/Lisbon on 02.07.2019, by and between:

**LEGIA WARSZAWA S.A.**, professional football club, registered address: Łazienkowska 3 Street, 00-449 Warsaw, entered into the Register of Business Entities of the National Court Register, maintained by the District Court for the capital city of Warsaw in Warsaw, XII Commercial Division under KRS number 0000097402, Tax Identification Number (NIP) 526-17-24-308, share capital 12,156,000 (paid in full), member of Polish Football Association, represented by Dariusz Mioduski – President of the Management Board (hereinafter: the "Acquiring Club")

and

**CLUBE DESPORTIVO DAS AVES – FUTEBOL SAD**, professional football club, registered address: Rua Luís Gonzaga Mendes de Carvalho, 265, 4795-080 Aves, Porto, Portugal, Tax Identification Number 510724540, member of Portuguese Football Federation, herein represented by Messrs Wei Zhao and Armando Silva, President and Member, respectively, of the Board of Directors (hereinafter: the "Releasing Club")

And

**LUCAS LIMA LINHARES**, a professional football player, born on September 28, 1996, a citizen of Brazil, passport no. FK594410, issued on 28 July 2014 by the Federative Republic of Brazil, valid until 27 July 2019, residing at Rua José Falcão n.º 16, Cave Esq., 2600-171 Vila Franca de Xira, Portugal (hereinafter: the "Player").

And

**SPORT LISBOA B BENFICA – FUTEBOL SAD**, professional football club; address: Estádio do Sport Lisboa e Benfica, Av. Eusébio da Silva Ferreira, 1500-313 Lisboa, Portugal, Tax Identification Number: 504.882.066, member of Portuguese Football Federation, herein represented by Luís Filipe Vieira and Domingos Soares de Oliveira, President and CEO, respectively of the Board of Directors, (hereinafter: the "Previous Club").

The Acquiring Club, the Releasing Club and the Player jointly referred to as 'Parties' or each of them individually as a 'Party'.

Whereas:

- the Releasing Club represents and warrants that the Releasing Club and the Player are parties to the Contract with the Releasing Club, on the basis of which the Releasing Club is entitled in full to the federative rights to the Player (including the right to register the Player to the competition run by the national FA and UEFA);
- the Releasing Club and the Previous Club represent that the Previous Club is the club of the Player's previous registration and is entitled to 50% of the Economic Rights of the Player, in accordance with the transfer agreement between the Releasing Club and the Previous Club by way of which the Releasing Club acquired the registration rights of the Player;
- The Releasing Club has an outstanding debt towards the Previous Club in an amount that surpasses the basic transfer compensation fee as agreed in point 4.2.1, and in furtherance of the partial redemption of such outstanding debt, the Releasing Club wishes to assign to the Previous Club its right and claim over the basic transfer compensation fee agreed upon in point 4.2.1.
- the Parties represent that in executing this Agreement they do not breach any provisions of any other agreements or arrangements and are entitled to conclude this Agreement;
- representatives of the Parties are duly empowered to make binding declarations of will within the scope of the subject matter of the Agreement on the basis of rules of representation indicated in the statutory documents or power of attorneys of the relevant Party;
- the Parties intend to confirm the definitive transfer of the Player by entering into this Agreement in order to finalise all their financial obligations resulting from negotiations;

In consideration of the mutual declarations hereinafter contained, the Parties hereto agree as follows:

## 1. DEFINITIONS

"Agreement"	→	this Definitive transfer agreement;
"CAS"	→	Court of Arbitration for Sport in Lausanne;
"Contract"	→	contract on professional football playing, which shall be signed between the Acquiring Club and the Player;
"Contract with the Releasing Club"	→	contract on professional football playing signed between the Releasing Club and the Player, valid up to 30.06.2020;
"FIFA"	→	fr. <i>Fédération Internationale de Football Association</i> ;

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"FIFA RSTP"	→	Regulations on the Status and Transfer of Players;
"FIFA TMS"	→	FIFA Transfer Matching System;
"Net Revenue"	→	means the transfer fee effectively obtained by the Acquiring Club from the next definitive transfer of the Player decreased by payments directly connected with such transfer, including in particular payments to any football association, on the basis of the solidarity mechanism or any other schemes valid as of the date of such transfer, all taxes and public levies.
"ITC"	→	International Transfer Certificate;
"PZPN"	→	the Polish Football Association;
"Resolution III/42"	No. →	the Resolution No. III/42 of the Management Board of Polish FA, dated 27.03.2015, on Working with Intermediaries;
"Right of Acquisition"	→	the right of the Acquiring Club to acquire 50% of the economic rights to the Player from the Previous Club in accordance with point 4.3.1 - 4.3.2;
"Transfer"	→	a transfer of the whole federative rights to the Player to the Acquiring Club on a permanent basis, including the transfer of the ITC to the Acquiring Club, effecting in registration of the Player in the Acquiring Club in the term and upon conditions set forth in this Agreement;
"UEFA"	→	the Union of European Football Associations.
"Economic Rights"	→	the rights directly or indirectly held in any way whatsoever by the employer entity of the professional football player and as holder of the sporting registration rights in relation to such player (the registration rights) arising out of: (a) the definitive assignment of the registration rights inherent to the player in favour of another sporting entity; (b) the temporary assignment of the registration rights relating to the player in favour of another sporting entity; (c) the indemnity or compensation due by any sporting entity or by any third entity arising out of the termination of the player's sporting labour contract, either due to expiry or due to unilateral rescission without just cause, or due to rescission by the Acquiring Club grounded on just cause; (d) the indemnity or any compensation due by the player because of the breach of the sporting labour contract; (e) the indemnity or any compensation arising out of insurance agreements relating to the player, notably due to his devaluation or permanent inability or partial inability.

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## 2. SUBJECT MATTER OF THE AGREEMENT

### 2.1 [TRANSFER]

- 2.1.1 The Releasing Club agrees on the definitive transfer of the Player, holding a professional football player status, to the Acquiring Club, within the deadline and on the terms and conditions set forth in this Agreement. Therefore, the Acquiring Club hereby acquires the full registration rights over the Player and fifty per cent (50%) of the Player's Economic Rights, and hereby irrevocably recognises - on the basis of the joint and irrevocable declarations of the Releasing Club, the Previous Club and the Player, which confirms such a state of facts - the Previous Club's right and claim over the remaining 50% of the Player's Economic Rights, in accordance with point 4.3.1.
- 2.1.2 Any additional provisions concerning the Transfer, not defined by this Agreement, shall be the subject of a separate agreement or an annex to this Agreement, concluded between the Parties in writing, otherwise null and void.

### 2.2 [CONDITIONS PRECEDENT]

- 2.2.1 Transfer shall come into effect upon the joint fulfilment of the following conditions:
- 2.2.1.1 conclusion of the Contract by the Acquiring Club and the Player;
  - 2.2.1.2 execution by the Acquiring Club of the medical examination of the Player and lack of objections to the medical condition of the Player by the Acquiring Club;
  - 2.2.1.3 submission of the request by the national Football Association of the Acquiring Club to the national football association of the Releasing Club to release the Player's ITC.
- 2.2.2 The Parties agree that if any of the conditions stipulated in point 2.2.1 above is not fulfilled on or before 23:59:59 (subject to the Acquiring Club's time zone) on 05.07.2019, the Transfer shall not be executed, and this Agreement shall be void and no obligation shall be borne by any Party.
- 2.2.3 The Acquiring Club shall immediately notify the Releasing Club of the fact of the fulfilment of each of conditions stipulated in point 2.2.1 to the email addresses of the Releasing Club stipulated in point 8.9 below.

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**2.3. [CONFIRMATION OF THE TRANSFER]**

- 2.3.1 Parties hereby agree to confirm the Transfer in the FIFA TMS as fast as possible after conclusion of this Agreement and signing of the Contract. In case of any discrepancy, the contents of this Agreement shall prevail on the matched details filled by the Parties onto instructions in the FIFA TMS System.
- 2.3.2 The Releasing Club is obliged to confirm the Transfer to its national Football Association immediately after the fulfilment of condition stipulated in point 2.2.1 above.
- 2.3.3 The Acquiring Club is obliged to confirm the Transfer to its national Football Association immediately after the fulfilment of the condition stipulated in point 2.2.1.1 and 2.2.1.2. (as informed by the Acquiring Club as per point 2.2.3. above) and to ask its national FA to request as soon as possible the release of the Player's ITC by the national Football Association of the Releasing Club, but in any event by no later than 48-hours as of discharge by the Acquiring Club of the condition set forth in point 2.2.3. above.

**3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

**3.1 [REPRESENTATIONS OF THE PARTIES]**

- 3.1.1 The Parties jointly represent that the Contract of the Player with the Releasing Club, as well as any other agreements and arrangements concluded with the Player by the Releasing Club shall be automatically terminated as of the joint fulfilment of the conditions stipulated in point 2.2.1 above.
- 3.1.2 The Parties jointly represent that they will use their best endeavours in order to satisfy conditions stipulated in point 2.2.1 above as soon as possible.
- 3.1.3 The Parties jointly represent that the Acquiring Club, upon the completion of the Transfer, shall become the absolute beneficial owner of the registration rights to the Player.
- 3.1.4 The Parties and the Previous Club confirm that, in accordance with art. 18ter of the FIFA RSTP, they did not enter into any agreement with a third party (defined, pursuant to the FIFA Regulations on the Status and Transfer of Players, as any party other than the player being transferred, the two clubs transferring the player from one to the other, or any previous club, with which the player has been registered).
- 3.1.5 The Parties and the Previous Club jointly represent that this Agreement does not infringe any FIFA regulations, including art. 18ter of the FIFA RSTP.

**3.2 [REPRESENTATIONS OF THE RELEASING CLUB AND THE PREVIOUS CLUB]**

- 3.2.1 The Releasing Club represents that it is the sole holder of the full federative rights to the Player pursuant to FIFA regulations and that it is entitled to enter into this Agreement and to fulfil all obligations stipulated therein. Should contrary to this provision, and with the exception of the rights of the Previous Club as per recital b and c above, any third party be entitled to any right or compensation with respect to the Player, the Player's services or the transfer rights to the Player, the Releasing Club shall be solely and entirely responsible to bear any expenses related to such rights and, if necessary for the execution of this Agreement, to obtain such rights immediately at their own expense.
- 3.2.2 The Releasing Club and the Previous Club represent that there are no obstacles, including factual, legal or based on regulations concerning the Transfer or registration of the Player with the Acquiring Club in accordance with the provisions of this Agreement.
- 3.2.3 The Releasing Club represents that it shall undertake in good faith any necessary actions to transfer the Player's federative and 50% (fifty percent) of the economic rights to the Acquiring Club.
- 3.2.4 The Releasing Club represents that there are no pending disciplinary proceedings against the Player, including breach by the Player of football regulations (in particular art. 17 FIFA RSTP) nor does it serve any disciplinary penalty.
- 3.2.5 The Releasing Club represents that the Player has not been found guilty and/or the Player is not a subject of any proceeding concerning use of any doping substances, as well as the Player - within the term of his registration with the Releasing Club, complied with applicable anti-doping regulations, attend on every anti-doping tests and complied with them with a negative result.
- 3.2.6 The Parties confirm that by signing this Agreement the Releasing Club and any other party do not acquire the ability to influence on the Acquiring Club in any way, in particular in employment and transfer-related matters, its independence, its policies or the performance of its teams.
- 3.2.7 The Releasing Club represents that the execution of this Agreement does not breach any provisions of any other agreements or arrangements made by and between the Releasing Club and any third party and specifically the Releasing Club and the Previous Club jointly represent that this Agreement does not breach or in any way infringe any terms or conditions agreed under the transfer agreement executed between those parties.

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**33. [REPRESENTATIONS OF THE ACQUIRING CLUB]**

33.1. The Acquiring Club represents that it shall undertake in good faith any necessary actions to execute the medical examination of the Player and conclude the Contract not later than on 05.07.2019.

**34. [REPRESENTATIONS OF THE PLAYER]**

34.1. The Player expresses his irrevocable consent on the Transfer on the conditions specified in this Agreement.

**35. [REPRESENTATIONS OF THE PREVIOUS CLUB AND THE RELEASING CLUB]**

35.1. The Previous Club and the Releasing Club jointly represent that the Previous Club is a sole owner of 50% of the economic rights to the Player.

**4. SETTLEMENTS OF THE PARTIES**

4.1. The Transfer shall be executed on the terms of the paid definitive transfer.

**4.2. [BASIC TRANSFER COMPENSATION FEE]**

4.2.1. Upon the fulfillment of the conditions stipulated in point 2.2.1 above the Acquiring Club is obliged to pay the Releasing Club the transfer compensation fee for the Transfer amounting to EUR 450,000 (four hundred fifty thousand Euro) plus VAT, if applicable, payable in accordance with the following terms:

4.2.1.1. EUR 250,000 (two hundred fifty thousand Euro) plus VAT, if applicable, payable not later than on 31.08.2019;

4.2.1.2. EUR 200,000 (two hundred thousand Euro) plus VAT, if applicable, payable not later than on 31.03.2020.

**4.3. [THE ADDITIONAL TRANSFER FEE FOR THE NEXT TRANSFER OF THE PLAYER AND THE RIGHT OF ACQUISITION]**

4.3.1. The Acquiring Club undertakes to pay the Previous Club an additional transfer fee under the condition that the Acquiring Club executes the first definitive transfer or any loan before the first definitive transfer concerning the Player to another football club. Such fee shall amount to 50% (fifty percent) of any Net Revenue of the Acquiring Club from any of such next transfer.

4.3.2. In what concerns the 50% (fifty percent) of the Economic Rights that remain in the ownership of the Previous Club, the Parties hereby agree that the Acquiring Club shall be irrevocably entitled to execute the Right of Acquisition for the fee stipulated in point 4.3.3 below, provided that the Acquiring Club submits a statement on the execution of the Right of Acquisition in the form of electronic message sent to the Previous Club's email address stipulated in point 8.9 below.

4.3.3. In case of submitting the statement on the Right of Acquisition in line with point 4.3.2 of the Agreement, the Acquiring Club shall pay the Previous Club the following amount:

4.3.3.1. EUR 450,000 (four hundred fifty thousand Euro) plus VAT, in case of submission by the Acquiring Club to the Previous Club of a statement on the execution of the Right of Acquisition before 02.09.2019, payable in accordance with the following terms:

4.3.3.1.1. EUR 250,000 (two hundred fifty thousand Euro) plus VAT, if applicable, payable not later than on 30.09.2019;

4.3.3.1.2. EUR 200,000 (two hundred thousand Euro) plus VAT, if applicable, payable not later than on 31.01.2020;

or

4.3.3.2. EUR 550,000 (five hundred fifty thousand Euro) plus VAT, in case of submission by the Acquiring Club to the Previous Club of a statement on the execution of the Right of Acquisition between 03.09.2019 and 30.06.2020, payable in accordance with the following terms:

4.3.3.2.1. EUR 250,000 (two hundred fifty thousand Euro) plus VAT, if applicable, payable not later than on 31.07.2020;

4.3.3.2.2. EUR 300,000 (three hundred thousand Euro) plus VAT, if applicable, payable not later than on 31.01.2021.

4.3.4. The Parties hereby agree that in case of the execution of the Right of Acquisition in accordance with point 4.3.2 above the Previous Club shall not be entitled to any additional transfer fee for the next transfer of the Player stipulated in point 4.3.1. (all the Previous Club's rights of the additional transfer fee for the next transfer of the Player stipulated in point 4.3.1. shall be expired automatically as of a date of the reception by the Previous Club of a statement on the execution of the Right of Acquisition in accordance with above conditions and the Acquiring Club shall be entitled to 100% of the Economic Rights of the Player).

**4.4. [FINANCIAL SETTLEMENTS]**

4.4.1. In consideration of an outstanding credit that the Previous Club currently holds towards the Releasing Club as stated in the recital c), the Releasing Club hereby assigns to the Previous Club the Releasing Club's payment claim against the

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Acquiring Club stipulated in point 4.2.1. above (the basic transfer compensation fee). The Previous Club and the Acquiring Club hereby accept such assignment.

- 4.4.2. In view of the assignment of credit as performed in the previous point, the Acquiring Club shall pay the basic transfer compensation fee stipulated in point 4.2.1. above (deducted by the FIFA solidarity mechanism payments in accordance with point 4.5 of below) directly to the following account of the Previous Club:

Bank: Millennium BCP  
Account number: 000000253733668  
IBAN: PT50 0033 0000 00253733668 05  
Swift Code: BCOMPTPL  
Country: Portugal.

The Releasing Club shall issue an invoice in favour of the Acquiring Club for the full amount of the basic transfer compensation fee (without any VAT added as per Portuguese law, as the Acquiring Club is resident outside of Portugal but with deduction of the FIFA solidarity mechanism payments in accordance with point 4.5 below), within 30 days of this Agreement.

- 4.4.3. The additional transfer fee, stipulated in point 4.3.1 above, if due, shall be payable to the Previous Club within 30 (thirty) days upon reception of the whole amount of the transfer fee/compensation by the Acquiring Club, conditional upon reception by the Acquiring Club of an invoice duly issued by the Previous Club. However, if such transfer fee/compensation is paid to the Acquiring Club in instalments, the payment of additional transfer fee to the Previous Club shall be paid also in instalments in accordance with the schedule of transfer fee's/compensation's payments.
- 4.4.4. The Acquiring Club shall immediately notify the Previous Club about the conclusion of any transfer agreement and the final date of payment included in such agreement in the form of electronic message sent to the Previous Club's email address stipulated in point 8.9 below. In such case the Acquiring Club irrevocably agrees to provide the Previous Club, upon request, with a copy of relevant FIFA TMS instruction.
- 4.4.5. The additional transfer fee, stipulated in point 4.3.1 or 4.3.2 above, if due, shall be paid via a bank transfer onto the Previous Club's bank account specified in each invoice.
- 4.4.6. The effective payment of the transfer fee stipulated in point 4.2.1. and the additional transfer fee stipulated in points 4.3.1 - 4.3.2 above, if due, satisfy all claims of the Releasing Club related to the Acquiring Club and all claims of the Previous Club related to the Acquiring Club, in respect to the Player or the Transfer, due to the Releasing Club and the Previous Club on the basis of this Agreement or any other agreements and arrangements concluded by the Releasing Club with the Acquiring Club or any other party or on basis of any regulation of FIFA, UEFA or national football associations.
- 4.4.7. The date of making a transfer fee's instalments payment and a due additional transfer fee's payment shall be deemed as the day on which the Acquiring Club's bank account is debited with the payment order.

#### 4.5. [FIFA SOLIDARITY CONTRIBUTION PAYMENTS]

- 4.5.1. The Parties confirm that the basic transfer fee stipulated in point 4.2.1. above, as well as additional transfer fee stipulated in point 4.3.1. or 4.3.2 above - if due, include FIFA solidarity mechanism payment.
- 4.5.2. The Parties agree that the FIFA solidarity mechanism payments to clubs other than the Releasing Club in accordance with art. 21 and Annex No. 5 to FIFA Regulation on Status and Transfer of Players (FIFA RSTP) shall be deducted by the Acquiring Club from basic transfer fee and additional transfer fee (if due) proportionally and to be paid by the Acquiring Club to the clubs of the Player's former registration, in accordance with Annex No. 5 to FIFA RSTP and the Player's passport.

#### 5. CONFIDENTIALITY CLAUSE

- 5.1. The Parties agree that this Agreement is confidential and they undertake not to disclose any of terms thereof to any third parties, unless such a disclosure is required under applicable law, the rules and regulations of the PZPN or Portugal Football Association, UEFA, FIFA, results from obligations of the Releasing Club or if the Parties were required to make such disclosure under a court ruling or a decision of a state administration authority.
- 5.2. The obligation referred to in point 5.1 above, shall be binding on the Parties for an unspecified term after the signing of this Agreement.

#### 6. INTERMEDIARY

- 6.1. The Parties hereby declare, in accordance with Article 6, paragraph 2 of the FIFA Regulations on Working with Intermediaries and Article 8, paragraph 3 of the Resolution No. 111/42, that the negotiations and conclusion of the present Agreement were conducted with the intervention of the following intermediaries:

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- 6.11 on behalf of the Acquiring Club: no intermediary;
- 6.12 on behalf of the Releasing Club: no intermediary;
- 6.13 on behalf of the Player: PROFUTE CONSULTORIA UNIPESDAL, LDA, entered to the intermediaries' registration as legal person in system kept by Portuguese Football Association.

## 7. GOVERNING LAW. DISPUTE RESOLUTION

- 7.1 This Agreement shall be governed by and construed exclusively in accordance with the relevant FIFA Regulations and Swiss law in the extent not covered by these regulations.
- 7.2 Any possible disputes arising between the Parties in relation to this Agreement, including in validity, existence or termination of the Agreement shall be settled by relevant bodies of FIFA and CAS (In case of the appeal procedure), in accordance with FIFA statutes and regulations, being in force at the date of filing the statement of claim to FIFA.
- 7.3 The Parties expressly waive recourse to ordinary courts of law in case of any dispute arisen from or related to this Agreement, in the event the dispute is submitted to CAS, acting as a court of appeal with the sole arbitrator and the language of arbitration shall be English. Proceeding in front of CAS will be subject to the Expedited Procedure. The decision of the CAS is binding and not subject to appeal. The parties expressly waive recourse to the Swiss Federal Tribunal against awards of CAS.

## 8. FINAL PROVISIONS

- 8.1 The Agreement shall enter into force upon signing thereof.
- 8.2 Preamble and attachments to this Agreement constitute its integral part.
- 8.3 The Agreement contains the entire agreement between the Parties, relating to the subject matter hereof and supersedes any other arrangements, commitments or agreements, written or oral.
- 8.4 Any amendments to the provisions hereof shall be made in writing, otherwise null and void.
- 8.5 The Agreement has been drawn up in six identical copies in the English language version, one copy for each of the Parties and one for each relevant national football association of each Party.
- 8.6 No Party may assign its rights or obligations arising out of this Agreement.
- 8.7 If any provision of this Agreement becomes invalid, either in a part or as a whole, the remaining provisions shall remain valid and the Parties shall be obliged, on the basis of a Party's written request delivered to the other, to replace the invalid provision or its part with a valid provision bearing such economic effect as approximates as closely as possible the provision replaced or the part thereof.
- 8.8 A signed facsimiled copy of this Agreement or a copy of the Agreement in the PDF file sent via email is valid on equal terms with the original signed Agreement.
- 8.9 All written notices, letters, emails etc. required by this Agreement will be executed to the following addresses:

The Acquiring Club: address: Łazienkowska 3 Street, 00-449 Warsaw, Poland; email: radoslaw.kucharski@legia.pl, jakub.laskowski@legia.pl; sportlegal@legia.pl;

The Releasing Club: address: Rua Luis Gonzaga Mendes de Carvalho, 265, 4795-080 Aves, Porto, Portugal; email: geral@cdavessad.pt / presidente@cdavessad.pt;

The Previous Club: address: Estádio do Sport Lisboa e Benfica, Avenida Eusébio da Silva Ferreira, 1500-313 Lisboa, Portugal; email: futebolprofissional@slbenfica.pt

The Player: address: Rua José Falcão n.º 16, Cave Esq., 2600-171 Vila Franca de Xira, Portugal; email: jlbvldas@gmail.com

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

ACQUIRING CLUB	RELEASING CLUB	PREVIOUS CLUB	PLAYER
 Dariusz Mioduski	 Wei Zhan	 Luis Filipe Vieira	 Lucas Lima Linhares
 Armando Silva	 Clube Desportivo das Aves	 Domingos Soares de Oliveira	 Paulo Leite Gonçalves



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 POLISH CHAMPION  
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District Court for the City of Warsaw, XII Commercial Department \ KRS: 0000007402 \ NIP: 526-17-24-308 \ REGON: 012362484 \ Share capital: 12 156 000 PLN, paid in full

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