

**Redacted version of the Settlement Agreement with
Kairat Football Club Limited Liability Partnership (the « Club »)¹**

During 2018/19 monitoring process, the Chief Investigator of the UEFA Club Financial Control Body ("CFCB") assessed the Club's compliance with the provisions of the *UEFA Club Licensing and Financial Fair Play Regulations* ("UEFA CLFFPR"). His assessment concluded that the Club failed to comply with monitoring requirements set out in Articles 53 to 68 of the UEFA CLFFPR and, in particular, the break-even requirement set out in Articles 58 to 64 of the UEFA CLFFPR.

On 7th June 2019, in accordance with Articles 14 (1) (b) and 15 of the *Procedural Rules governing the UEFA Club Financial Control Body* ("Procedural Rules"), the CFCB Chief Investigator and the Club agreed to enter into a Settlement Agreement. The signed Settlement Agreement was notified to the Club on 19 June 2019.

With regard to Article 15 (1) of the Procedural Rules, the CFCB Chief Investigator, having consulted with the other members of the CFCB Investigatory Chamber and taking into account the factors referred to in Annex XI of the UEFA CLFFPR, considers that the circumstances of the present case justify the conclusion of a settlement because:

- Requirements and obligations can be included in a settlement that will bring the Club into compliance with the UEFA CLFFPR in the near future;
- The Club has already taken steps to bring itself into compliance with the UEFA CLFFPR in the near future;
- The Club has presented a reasonable and realistic financial and compliance plan with a positive trend in terms of annual break-even results, which should lead the Club to comply with the break-even requirement by no later than in the 2020/21 season.

Further, in light of these circumstances, the CFCB Chief Investigator considers this Settlement Agreement to be effective, equitable and dissuasive for the purposes of Article 15 (1) of the Procedural Rules because:

¹ pursuant to Article 14 (5) of the *Procedural rules governing the UEFA Club Financial Control Body*

- The Club's satisfaction of the requirements and obligations voluntarily accepted by it in the Settlement Agreement will be "effective" in bringing the Club into compliance with the UEFA CLFFPR in the near future, thereby pursuing the objectives of the UEFA CLFFPR without referring the case to the CFCB Adjudicatory Chamber.
- In particular, the obligations set out in the Settlement Agreement require the Club to achieve an intermediate break-even result, to limit the aggregate cost of its employee benefits expenses and to limit its net finance expenses, meaning that, provided other factors remain constant, the Club will no longer be in breach of the break-even requirement by the monitoring period covering the reporting periods ending in 2018, 2019 and 2020. These obligations are individually tailored to the situation of the Club.
- In addition, the obligation set out in the Settlement Agreement, which requires the Club to submit progress reports, allows UEFA to regularly monitor the Club's performance.
- Further, the Club remains subject to the monitoring requirements set out in Articles 53 to 68 of the UEFA CLFFPR throughout the Settlement Period and must comply with the operational and financial measures under the Settlement Agreement even if it does not qualify for the UEFA club competitions.
- The obligations and requirements set out in this Settlement Agreement are "equitable" and consistent with the objectives of the UEFA CLFFPR.
- In particular, the Settlement Agreement gives the Club the opportunity, within an acceptable timeframe and without the need for more severe measures, to voluntarily comply with the UEFA CLFFPR by following a structured set of financial and sporting obligations which have been individually tailored to the situation of the Club and which will be monitored by UEFA.
- Further, the Settlement Agreement recognises that the Club has not complied with the UEFA CLFFPR, in contrast to most of the other clubs participating in UEFA club competitions. In this regard, one of the obligations set out in the Settlement Agreement requires the Club to make a financial contribution, meaning that the Club will not get the full benefit of its participation in UEFA club competitions.
- In addition, the obligations set out in the Settlement Agreement, which impose a limitation on employee benefits expenses, on net finance expenses and on the number of players that the Club may register on the List A, put the Club at a disadvantage to those clubs participating in UEFA club competitions that have complied with the UEFA CLFFPR.
- The Settlement Agreement is "dissuasive" in that it can reasonably be expected to deter the Club from failing to comply with the UEFA CLFFPR in the future.

- In particular, the obligations contained in the Settlement Agreement require the Club to adapt its behaviour in a significant and meaningful way.

1. Subject and Purpose of this Settlement Agreement

- The Settlement Agreement covers the two sporting seasons 2019/20 and 2020/21. For the duration of the Settlement Agreement, the Club will be subject to on-going restrictions which have been agreed by it and which are summarised further below.
- The primary purpose of the Settlement Agreement is to ensure that the Club is break-even compliant within the meaning of the UEFA CLFFPR at the latest in the Monitoring Period 2020/21 i.e. the Club's aggregate Break-Even Result for the Reporting periods ending in 2018, 2019 and 2020 must be a surplus or a deficit within the acceptable deviation in accordance with Article 64 of the UEFA CLFFPR.

2. Break-even Status Today

- The Club acknowledges that it has an aggregate Break-even deficit – in excess of the acceptable deviation – and therefore it has failed to fulfil the break-even requirement for the Monitoring Period 2018/19.

3. Operational and Financial Measures

- The Club undertakes to have a maximum Break-even deficit of EUR 10 Million for the Reporting Period ending in 2019.
- Additionally, the Club agrees that for the Reporting Period ending in 2019, the employee benefit expenses and net finance expenses are restricted.

4. Financial Contribution and Withholding of Prize Money

- The Club agrees that a financial contribution of up to EUR 600'000 may be withheld by UEFA from any money due to the Club from participating in UEFA competitions commencing in the season 2018/19 in the manner set out below:
 - The Club agrees that an unconditional amount of EUR 200'000 is withheld by UEFA from any prize money due to the Club, irrespective of any early exit from the Settlement Regime in two equal instalments.
 - Furthermore, the Club agrees that a conditional amount totalling EUR 400'000 may be withheld by UEFA from any prize money due to the Club in certain circumstances depending on the Club's compliance with the operational and financial measures of the Settlement Agreement.

- For the purposes of the Break-even calculation, the amounts paid or effectively withheld by UEFA will not be considered as relevant expenses for the purpose of the Break-even calculation of the respective year.

5. Sporting Measures

- The Club agrees to limitations on the total number of players that it may include on the List A for the purpose of participation in UEFA club competitions:
 - For the season 2019/20 the Club may only register a maximum of 23 players on the List A, instead of 25 foreseen in the relevant competitions regulations.
 - For the season 2020/21 the restriction to 23 players will continue to apply unless the Club complies with the operational and financial measures agreed with the CFCB Investigatory Chamber.

6. Progress Report

- Compliance with the Settlement Agreement will be subject to on-going and in-depth monitoring, in accordance with the applicable rules. In this regard, the Club also undertakes to provide the CFCB with progress reports evidencing its compliance with all relevant conditions agreed.

7. Consequence of Coming into Compliance with the Break-even Requirement

- If the Club fulfils the primary purpose of the Settlement Agreement and becomes break-even compliant, then the Club shall exit the Settlement Regime and all of the operational, financial and sporting measures shall cease to apply as from the start of the following sporting season.

8. Consequences of Non-compliance with the Settlement Agreement

- If the Club fails to comply with any provision of the Settlement Agreement and the Settlement Agreement does not already expressly provide for the consequence of such failure to comply, the CFCB Chief Investigator shall refer the case to the CFCB Adjudicatory Chamber in accordance with Article 15 (5) of the Procedural Rules.
- The CFCB Adjudicatory Chamber may take any of the decisions and measures indicated in Article 27 of the Procedural Rules, including imposing a disciplinary measure as foreseen in Article 29 (1) of the Procedural Rules.

9. Varia

- For the avoidance of doubt, the Club remains under monitoring of the Settlement Agreement even if it fails to qualify for a UEFA club competition during the Settlement Regime.
- All terms used in the Settlement Agreement shall have the same meaning as defined in the applicable UEFA rules, in particular the UEFA CLFFPR. All calculations and all reporting measures under the Settlement Agreement shall be made in accordance with the applicable UEFA rules, in particular the UEFA CLFFPR. For the avoidance of doubt, this includes for instance the calculation of the Break-even results.
- The Settlement Agreement shall expire at the end of the Settlement Regime, unless the Club has reached full compliance with the Break-even requirement at an earlier stage or UEFA has taken new measures because of a breach by the Club of the Settlement Agreement.
- The Club is aware that the decision of the Chief Investigator to conclude the Settlement Agreement may be reviewed by the CFCB Adjudicatory Chamber in accordance with Article 16 of the Procedural Rules.
- The Club is further aware that final decisions of the CFCB may only be appealed before the Court of Arbitration for Sport ("CAS"), with seat in Lausanne, Switzerland, in accordance with the relevant provisions of the UEFA Statutes, pursuant to Article 34(2) of the Procedural Rules.
- Any dispute relating to the Settlement Agreement, including to its validity, its compliance and its interpretation shall be decided by the CFCB. When all legal remedies within UEFA have been exhausted, the CAS has exclusive jurisdiction to decide.
- Publication of the Settlement Agreement is regulated in accordance with the Procedural Rules with due respect for confidentiality of information.