



TEMPORARY TRANSFER AGREEMENT

This Agreement for the Temporary Transfer of the Federative Rights of a Professional Football Player (hereinafter referred to as "Agreement") is entered into on

21 August 2016 by and between:

BESIKTAS FUTBOL YATIRIMLARI. SAN. TIC. A.S. domiciled at the address: Akaretler Süleyman Seba Caddesi, No. 48, Besiktas 34357, Istanbul, Turkey (hereinafter referred to as "BEŞİKTAŞ") duly represented in this act by its President, Mr. Fikret Orman, domiciled for these purposes at the address of BJK and;

SPORT LISBOA E BENFICA – FUTEBOL, S.A.D., domiciled at the address: "Estádio do Sport Lisboa e Benfica" - Av. Eusébio da Silva Ferreira - 1500-313 Lisboa, Portugal, duly represented in this act by its President, Mr. Luis Filipe Vieira, (hereinafter referred to as "SLB")

And Mr. ANDERSON SOUZA CONCEIÇÃO (known as: Anderson Talisca), a professional football player with Brazil nationality born on 1 February 1994. (hereinafter referred to as "PLAYER")

SLB, BJK and PLAYER are referred to herein individually as "Party" and collectively as the "Parties".

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The Parties declare that they each have sufficient capacity to enter into this Agreement.

PREAMBLE

1. SLB is the 100% sole owner of the federative and economic rights of the player Mr. ANDERSON SOUZA CONCEIÇÃO (known as: Anderson Talisca).
2. BJK is interested to acquire and obtain the services of the Player temporarily, for the term starting at the date of signing this Agreement until 30 June 2017 (or until 30 June 2018 subject to the fulfilment of the conditions below), and to sign him for his professional team on loan basis.
3. Under this agreement, the Player shall herewith be transferred from SLB to BJK on a temporary basis. In consideration of the effective rules and regulations of the Portuguese Football Federation (FPF), Turkish Football Federation (TFF), UEFA and the FIFA, and in consideration of the terms and conditions hereof, the Parties have agreed on the following:

Sport Lisboa e Benfica – Futebol, SAD
Av. Eusébio da Silva Ferreira – Estádio do Sport Lisboa e Benfica
1500 313 LISBOA – PORTUGAL
T (+351) 21 721 95 00 : F (+351) 21 721 95 46
N.º Contribuinte: 504 882 066
sec.geral@slbenfica.pt : www.slbenfica.pt
707 200 100 - Todas as dias: 9h às 20h

Ans

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13. With the signature of the present loan agreement, the Player hereby gives his full agreement to all terms and conditions herein expressed and expressly declares that he does not have any amount to receive or claim from SLB related with the complete sport season 2016/2017 (for the avoidance of any doubt, SLB shall not pay to the Player any amount regarding the period of 1 July 2016 up to 30 June 2017).
 14. The Parties agree and accept that the effectiveness of this Temporary Transfer Agreement is conditional upon: (i) the Player passing the medical examinations to the satisfaction of BJK on or before 23 August 2016; and (ii) BJK and the Player entering into and executing an Employment Contract on or before 23 August 2016 for the term of the Temporary Transfer period; and (iii) the Player actually and validly being registered with BJK after receipt of the ITC via TMS. Missing the verifying of only one of the above conditions, this Agreement shall be *ex tunc* void, ineffective and invalid, without any right for BJK, SLB and the Player to indemnifications and/or damages whatsoever, not even for the loss of chance.
 15. The Parties agree to treat this Agreement and the information connected with it strictly confidential and consent to take all measures reasonably necessary to protect such confidentiality, unless a disclosure is necessary for pursuing a claim at law by one of the Parties or a Party's country's laws require that party to disclose all or a part of the information under this Agreement. This obligation is waived where both Parties authorize a third party to view and obtain information concerning this Agreement or where any third party is legally authorized to have such knowledge, provided that any such third party has previously agreed in writing to treat said information confidential. The aforementioned confidentiality provision shall continue to be binding upon the Parties after the expiration or termination of this Agreement. Any mandatory disclosure according to the laws, rules and regulations of each Party's country and/or affiliated federation shall remain unaffected thereby.
 16. The Parties agree that the applicable rules and regulations of the national leagues and federations, UEFA and FIFA shall be binding upon the Parties and shall govern this Agreement.
 17. Any disputes related to this Agreement shall be submitted to the FIFA Bodies. The Parties are entitled to apply to Court of Arbitration for Sports ("CAS") for appeal of the decisions issued by FIFA Bodies. Parties agree and accept that Swiss Law shall be applicable to the dispute and the language of the arbitration shall be English.
 18. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other terms of this Agreement.

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19. In the event that any one or more of the provisions of this Agreement shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected thereby. Any such ineffective provision shall be deemed replaced by a provision that comes closest to the intended legal and economic success and which the Parties would have agreed at that time had they known about the ineffectiveness.
20. Changes in, additions to or amendments to this Agreement shall be valid and binding on the Parties only if they are in writing and signed by duly authorised representatives of the Parties. The same applies to the cancellation/abrogation of the written form requirement. Any and all communications between SLB and BJK related to the execution of this agreement shall be addressed in writing to the following e-mails: to SLB / FAO of Mr. Paulo Gonçalves: pgoncalves@slbenfica.pt - to BJK / FAO of Mr. Gokhan San: gokhan.san@bjk.com.tr and Mr. Ali Naibi: ali.naibi@bjk.com.tr.
21. The present Agreement cannot be assigned by any of the Parties without the consent of the other Party.
- KA 22. The parties hereby declare for the purposes of article 10, paragraph 6 of the Portuguese FA Regulations on Intermediaries and article 6, paragraph 2 of the FIFA Regulations on Working with Intermediaries, that the present loan agreement was concluded with the intervention of Mr. AHMET BULUT an Intermediary registered in the Turkish Football Federation, on behalf of SLB.
23. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given when delivered by hand or one day after it has been mailed by email, facsimile addressed to the respective addresses set forth in this Agreement. All written communications between the Parties shall be held in English.

The present Contract consists of 23 (twenty-three) articles and comes into force at the date of signature by both Parties.

BESIKTAS FUTBOL YATIRIMLARI

BESIKTAS FUTBOL YAT. SAN. TIC. A.Ş.
Süleyman Seba Cad. No. 52 BJK Plaza
Blok Giriş Kat 34357 Beşiktaş / İST.
Macidiyevskoy V.D. 127 004 4350
ANDERSON SOUZA CONCEIÇÃO

SPORT LISBOA E BENFICA - FUTEBOL SAD

Anderson Souza Conceição

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