

TRANSFER AGREEMENT

THIS AGREEMENT is made on 19 January 2015,

BETWEEN:

Sport Lisboa e Benfica – Futebol, S.A.D., an Open Company, body corporate number 504.882.066, with its registered office at Estádio do Sport Lisboa e Benfica, located at Avenida General Norton de Matos, 1500-313 Lisbon, herein represented by Luis Filipe VIEIRA, President and by Mr DOMINGOS SOARES DE OLIVEIRA, Director, hereinafter referred to as "SL Benfica SAD";

AS MONACO FOOTBALL CLUB SAM affiliated to the French Football Federation (FFF) and whose registered office is at Stade Louis II, 7 avenue des Castelans, 98014, MONACO CEDEX (hereinafter referred to as "AS Monaco") with VAT registration Nr FR39000058791 and duly represented by Mr Vadim VASILYEV, Vice-president General Director, who is authorized to sign the present Agreement ;

And

Bernardo MOTA VEIGA DE CARVALHO E SILVA, professional football player (10.08.1994), holder of citizen card number 140057137ZZ0, valid until 9 August 2016, hereinafter referred to as "Bernardo Silva" or the "Player".


PREAMBLE

The present transfer agreement replaces the loan agreement signed between the parties on 7 August, 2014 in which the player was loaned from SL Benfica SAD to AS Monaco from 8 August 2014 to 30 June 2015.

WHEREBY IT IS AGREED as follows:

SL BENFICA SAD states, declares and guarantees that it has 100% of the federative and sporting rights of the player **Bernardo MOTA VEIGA DE CARVALHO E SILVA**.

The player **Bernardo MOTA VEIGA DE CARVALHO E SILVA** is registered with SL BENFICA SAD.

Three handwritten signatures in blue ink are located at the bottom right of the document. The first signature is a large, stylized 'L' or 'S' shape. The second signature is a smaller, more compact scribble. The third signature is a small, sharp mark.

AS Monaco wishes to enter into an a professional contract with the Player and in that order to acquire from SL BENFICA SAD the aforementioned rights of the Player in order to register with its team and to be eligible to play for AS Monaco in national and international competitions from season 2014/2015.

The Player accepts his transfer to AS Monaco under certain conditions that have been already agreed with SL BENFICA SAD.

For all above the parties commonly and mutually agree on the terms and conditions for the transfer rights:

1. - Transfer

SL BENFICA SAD agrees to transfer on a permanent basis on 19 January, 2015, and actually by power of the present document it does transfer all federative and sporting rights of the Player to AS Monaco.

2. - Transfer fee

AS Monaco undertakes to pay to SL BENFICA SAD a transfer fee of EUR 15.750.000 (fifteen million seven hundred fifty thousand euros), according to the following instalments:

- 5.250.000 (five million two hundred fifty thousand) euros on 10 July, 2015 ;
- 5. 250.000 (five million two hundred fifty thousand) euros on 10 December, 2015 ;
- 5.250.000 (five million two hundred fifty thousand) euros on 10 July, 2016 ;

It is agreed between the parties that any instalment will be paid after the following conditions being met:

- receipt, by French Football Federation from Portuguese Football Federation, of the International Transfer Certificate (ITC) before 1 February, 2015 ;
- contract between the Player and AS Monaco being approved by the French Football Professional League before 1 February, 2015.

As the player has always played for SL Benfica SAD, AS Monaco will not deduct any solidarity contribution from the transfer fee.

Thus, SL BENFICA SAD will receive a compensation fee from AS Monaco of a net amount of EUR 15.750.000 (fifteen million seven hundred fifty thousand euros) . In this respect, SL BENFICA SAD waives any entitlement and claim against AS Monaco regarding training compensation and solidarity contribution.

The block contains several handwritten signatures and initials. There is a single black checkmark-like mark on the left. To the right, there are three distinct signatures: a large, stylized black signature, a blue signature, and a smaller blue signature below it.

It is agreed that the amount above mentioned shall be paid to SL BENFICA SAD, upon receipt of a valid invoice, by means of wire transfer to the following bank account of SL BENFICA SAD:

Bank Name : Millenium bcp
Agency : Lisboa – Portugal
Beneficiary : Sport Lisboa e Benfica, SAD
SWIFT : BCOMPTPL
IBAN : PT 50 0033 0000 00253733668 05

3. - AS Monaco's obligation

AS Monaco undertakes to sign an employment contract with the Player and request the Player's International Transfer Certificate (ITC) by filling the relevant data to FIFA's TMS within the agreed time stipulated in article 5 and to pay to SL BENFICA SAD the above transfer fee stipulated in article 2.

4. - SL BENFICA SAD's obligations

SL BENFICA SAD undertakes to terminate the Player contract with immediate effect and to release the Player's ITC and to fill the necessary data and information to the FIFA's TMS system, both within the agreed time stipulated in article 6.

5. - Both AS Monaco and SL BENFICA SAD's obligations

AS Monaco and SL BENFICA SAD undertake to fill all the relevant information in the TMS system at the latest two business days following the signature of the present Transfer Agreement, in order to get the ITC issued by the Portuguese Football Federation to the French Football Federation.

6. - Player's agreement

The Player agrees to terminate his contract with SL BENFICA SAD with immediate effect and to sign an employment contract with AS Monaco, contract which should be signed no later than 19 January, 2015.

7. - Confidentiality

Subject to each party's announcement of the Transfer, the terms of this Agreement are strictly confidential and shall at no time be divulged to a third party without the prior written agreement of both parties, save that either party may disclose the terms of this Agreement:

- (a) to any of its directors, shareholders, employees, representatives or professional advisors to the extent that disclosure is necessary for the purposes of this Agreement and where each party shall ensure that those to whom it discloses information comply with this clause;
- (b) where required to disclose by law or by the rules of any recognised stock or investment exchange, competent governmental or regulatory authority, or football governing body;

- (c) if and to the extent that the same shall have entered the public domain otherwise than by reason of unauthorised disclosure.

8. - Entire Agreement

This Agreement shall represent the entire understanding between the parties or their advisors in relation to the Transfer and it shall supersede all previous arrangements, written or verbal, between the parties relating to the subject matter hereof. A variation or alteration of this Agreement is valid only if it is in writing and signed by or on behalf of each party.

9. - Severance

If any provision of this Agreement shall be held to be illegal or unenforceable, in whole or part the parties will agree in good faith an amendment to that provision to make it valid and legal reflecting as much as possible their original intent. The validity and enforceability of the rest of the Agreement shall be unaffected.




10. - Notice

Unless otherwise specified elsewhere herein any notice to be given pursuant to this Agreement shall be given in writing and addressed to the party concerned at the address shown herein (or such other addresses as notified by the parties in writing from time to time) and may be left at or sent by: (i) registered first class mail; and/or (ii) personal by hand delivery or courier service; and/or (iii) facsimile transmission and/or (iv) electronic mail. Any such notice shall be deemed duly given as follows: (i) in the case of registered first class mail, at the time of delivery; (ii) in the case of personal by hand delivery or courier service, at the time of delivery; and (iii) in the case of facsimile at the time of transmission from the sender's fax machine. In proving the giving of a notice it shall be sufficient to prove that the envelope containing such notice was properly addressed and posted and/or the notice was left at the relevant address and/or upon production of a facsimile transmission report (as the case may be). Where notice is served by emails and facsimile, the e-addresses and facsimile numbers for service are as follows:

	Tel	Fax	Email
AS Monaco	+37792057473	+377 9205 2454	v.vasilyev@asmonaco.com dbique@asmonaco.com
SL BENFICA SAD	+351217219555	+351217107060	pgoncalves@slbenfica.pt

11. - Language

This Agreement is made in the English language. If there is any conflict in interpretation between the English language version of this Agreement and any version or translation of this Agreement in any other language, the English language version shall prevail.



12. - Jurisdiction

This Agreement shall be governed by and interpreted in accordance with the laws of Monaco and the FIFA Regulations. Any dispute arising from or related to the present agreement will be submitted exclusively to the competent FIFA Committee.

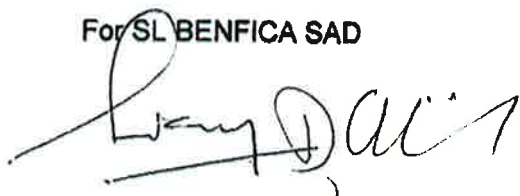
In the event that FIFA shall not be competent to hear any particular dispute arising out or in connection with this Agreement, such dispute shall be finally settled and resolved definitively in accordance with the Code of sports-related arbitration of the Court of Arbitration for Sport. The Panel will consist of three arbitrators. The language of the arbitration will be English.

13. - Warranty

SL BENFICA SAD represents and warrants unconditionally that it 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 registration of the Player to AS Monaco, AS Monaco shall become the absolute beneficial owner of all interests and rights in connection herewith; SL BENFICA SAD and AS Monaco represent and warrant unconditionally that they are entitled and authorised to sign and execute the terms of this Agreement.

IN WITNESS whereof this Agreement has been duly executed on the above date by:

For SL BENFICA SAD



Luis Filipe VIEIRA and Mr DOMINGOS
SOARES DE OLIVEIRA
President and Director

For AS Monaco FC SAM



Vadim VASILYEV
Vice-president General Director

The Player



Bernardo MOTA VEIGA DE CARVALHO E SILVA