

## **ARBITRAL AWARD**

**(BAT 1500/20)**

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Stephan Netzle**

in the arbitration proceedings between

**Mr. Paolo Giuliani**

**- Claimant 1 -**

**Mr. Iman Shokuohizadeh**

**- Claimant 2 -**

both represented by Messrs. Juan de Dios Crespo Pérez and Alessandro Mosca,  
attorneys at law, Avda. del Reino de Valencia 19-4ª y 6ª, 46005 Valencia, Spain

**vs.**

**AEK NEA KAE 2014 (AEK Athens BC)**

466 Irakleiou Ave and Kuprou Herakleion Attica, 14122 Athens, Greece

**- Respondent -**

represented by Mr. Alexandros Alexiou, Vice-President, Chairman and CEO, attorney at law

## **1. The Parties**

### **1.1. The Claimants**

1. Claimant 1 is Mr. Paolo Giuliani, a basketball agent from Italy ("Claimant 1"). Claimant 2 is Mr. Iman Shokuohizadeh, a basketball agent from the USA ("Claimant 2"). Both Claimants are collectively referred to in this arbitral award as the "Claimants" or the "Agents".

### **1.2. The Respondent**

2. The Respondent is AEK NEA KAE 2014 (AEK Athens BC), a basketball club located in Greece ("Respondent" or "Club"). It is currently competing in the Basket League of Greece.

## **2. The Arbitrator**

3. On 2 March 2020, Prof. Ulrich Haas, the President of the Basketball Arbitral Tribunal ("BAT"), appointed Mr. Stephan Netzle as arbitrator ("Arbitrator") pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal in force from 1 December 2019 ("BAT Rules"). None of the parties objected to his appointment or to his declaration of independence.

### 3. Facts and Proceedings

#### 3.1. Summary of the Dispute

4. On 13 July 2019, the Respondent entered into an employment contract with Mr. Howard Sant-Ross ("Player") for the 2019/2020 and 2020/2021 seasons ("Employment Contract"). The Claimants acted as the agents of the Player and signed the Employment Contract. The Employment Contract allowed both the Club and the Player to opt out of the contract after the 2020-2021 season against the payment of a termination fee.
5. On the same date, in addition, the Claimants and the Respondent concluded an Addendum to the Employment Contract ("Addendum"), which provided for the remuneration of the Agents ("Agent Fee").
6. According to Article 1 of the Addendum, the Claimants are entitled to an Agent Fee as follows:

"- To Mr. Imam Shokuohizadeh on or before September 15 <sup>th</sup> 2019	USD 10,000.00
- To Mr. Paolo Giuliani on or before September 15 <sup>th</sup> 2019	USD 10,000.00
- To Mr. Imam Shokuohizadeh on or before November 15 <sup>th</sup> 2019	USD 5,000.00
- To Mr. Paolo Giuliani on or before November 15 <sup>th</sup> 2019	USD 5,000.00
- To Mr. Imam Shokuohizadeh on or before September 15 <sup>th</sup> 2020	USD 10,000.00*
- To Mr. Paolo Giuliani on or before November 15 <sup>th</sup> 2020	USD 10,000.00* <sup>1</sup>
- To Mr. Imam Shokuohizadeh on or before November 15 <sup>th</sup> 2020	USD 5,000.00*
- To Mr. Paolo Giuliani on or before November 15 <sup>th</sup> 2020	USD 5,000.00*

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<sup>1</sup> The Addendum says that on 15 September 2020, only one instalment for Claimant 2 becomes due (USD 10,000.00) whereas the Claimant 1's first instalment for 2020 would become due only on 15 November 2020 together with the two last instalments of USD 5,000.00 each). The Respondent has not disputed the Claimant's claim that the first Agent Fee 2020 instalment is due on 15 September 2020 for *both* Agents. The Arbitrator therefore understands that the list in Article 1 of the Addendum contains a typo and that it was agreed that on 15 September 2020 both Agents would receive an instalment of USD 10,000.00 each.

*"If the Club or the Player will option out of the agreement after the 2019-20 basketball season, such payments will not be due to the AGENTS."*

7. In case the Club does not fulfil its financial obligations on time, a late penalty fee in the amount of USD 100.00 per missed day is due, according to Article 5 of the Employment Contract.
8. If the Club opts out of the Employment Contract, Article 6 entitles the Agents to a total termination fee of USD 10,000.00 (USD 5,000.00 for each Claimant). If the Player opts out of the Employment Contract, Article 5 of the Addendum entitles the Agents to a compensation of 20% of the buy-out fee as defined by Article 6 of the Employment Contract.
9. The Club only paid the first instalments of the Agent Fee in the total amount of USD 20,000.00, which were due on 15 September 2019.
10. The Player's good sporting performance during the 2019/2020 season attracted the interest of other basketball clubs. On 4 December 2019, the vice-president of the Russian club CSKA Moscow ("CSKA") contacted Claimant 1 and *"wanted to check re Howard Sant-Roos"*.
11. On 14 December 2019, Claimant 1 provided CSKA with the Player's contact details and arranged phone calls between the Player and representatives of CSKA. Claimant 1 notified the Respondent about these phone conversations.
12. On 18 December 2019, Claimant 1 received an offer from UNICS Kazan to acquire the Player, which was forwarded to the Club. However, the Club declined this offer because it was only interested in transferring the Player to a EuroLeague club.
13. On 20 December 2019, several media articles reported a possible transfer of the Player to CSKA.

14. On 5 January 2020, the vice-president of CSKA contacted the Respondent's president directly with the intention of concluding a transfer agreement for the Player.
15. On 6 January 2020, the Player terminated his working relationship with Claimant 1 without prior notice and without providing any reasons.
16. On 7 January 2020, Claimant 1 warned the Respondent and requested it to respect the provisions of the Employment Contract and the Addendum and to pay the contractual Agent Fees irrespective of a possible transfer of the Player to CSKA.
17. On the same day, the Respondent proposed Claimant 1 a renewal of the Player's Employment Contract to keep the Player in Athens. The idea was to provide the Player with a higher salary and to conclude a higher buy-out-clause in the amount of USD 300,000.00.
18. On 9 January 2020, several media articles were published according to which the Player was transferred from the Respondent to CSKA for a compensation of EUR 500,000.00. On the same day, the vice-president of CSKA confirmed the transfer to Claimant 1.
19. One day later, i.e. on 10 January 2020, the Respondent announced the transfer of the Player to CSKA on its homepage. On the next day, i.e. on 11 January 2020, CSKA confirmed the transfer of the Player on its homepage.
20. Also on 11 January 2020, Claimants' counsel sent an official notice to the Respondent requesting payment of the outstanding agent fee for the 2019/2020 season (i.e. USD 10,000.00) and for the 2020/2021 season (i.e. USD 30,000.00) as well as a compensation of *"20% of any amounts received by your Club"* related to the Player's transfer to CSKA within the next 10 days. In order to calculate Claimants' share of the transfer sum, Claimants' counsel requested the disclosure of the transfer agreement with CSKA.

21. On 31 January 2020, Claimants' counsel granted the Respondent a last deadline of five days to comply with its financial obligations towards the Agents. Since the Respondent did not pay the requested Agent Fees, the Claimants initiated the present arbitral proceeding.
22. The Claimants are requesting the remaining Agent Fees for the 2019/2020 season including late penalty fees, Agent Fees for the 2020/2021 season, and 20% of the amounts received by the Club related to the Player's transfer to CSKA, which they estimate at EUT 500,000 in total. As a result, each Agent is seeking EUR 50,000.00 in relation to the transfer.

### **3.2. The Proceedings before the BAT**

23. On 7 February 2020, the Claimants filed a Request for Arbitration against the Respondent.
24. By letter dated 25 February 2020, the BAT (a) notified the parties of the Arbitrator's appointment; (b) invited the Respondent to file an Answer to the Request for Arbitration in accordance with Article 11.4 of the BAT Rules by no later than 17 March 2020; and (c) fixed the amount of the Advance on Costs to be paid by the parties by 6 March 2020 as follows:

Claimant 1 (Mr. Paolo Giuliani)	EUR 3,500.00;
Claimant 2 (Mr. Imam Shokuohizadeh)	EUR 3,500.00;
Respondent (AEK NEA KAE 2014)	EUR 7,000.00.

25. On 17 March 2020, the Respondent requested an extension of the deadline to submit its Answer to the Request for Arbitration until 15 April 2020 due to the Covid-19 pandemic and the "*inability to defend our company*".



26. By e-mail dated 19 March 2020, the BAT granted the Respondent an additional period of time to file its Answer and to pay its share of the Advance on Costs until 24 March 2020. Furthermore, the BAT informed the Respondent that in case it is not in the position to file its Answer within the extended deadline due to the Covid-19 crisis, "*the Respondent needs to specify precisely what consequences of the pandemic make it impossible for it to meet the deadline*" and referred to the "*BAT's Information on Covid-19 situation*".
27. On 24 March 2020, the Respondent provided the BAT with the following reasons why it was not possible for it to meet the deadline: The Respondent's representative, Mr. Alexandros Alexiou, is the sole lawyer of the Club and belongs to the vulnerable group of people who must stay at home. Furthermore, all documents of the present case are located at the Club's offices, which have been closed by decision of the Greek government. Since the Club's counsel was not in the possession of all necessary documents, he requested another extension until at least 15 April 2020.
28. By e-mail dated 24 March 2020, the BAT Secretariat informed the parties that the Arbitrator had decided to extend the time-limit for the Respondent to file its Answer and to pay its share of the Advance on Costs until 15 April 2020.
29. On 26 March 2020, Claimants' counsel informed the BAT that their clients did not oppose to the deadline extension granted by the Arbitrator but wanted to emphasize that the Covid-19 pandemic should not have an influence on the outcome of the present case because the dispute arose already before the outbreak of the Covid-19 crisis. Furthermore, the Claimants' counsel requested the BAT to take into account that the delaying of the present proceedings affects the Claimants' rights.

30. On 15 April 2020, the Respondent submitted its Answer and requested a further extension of five days upon the lifting of the lockdown in Greece to complete the Answer. The Club presented the same reasons for this request as stated in its submission dated 24 March 2020.
31. By e-mail dated 23 April 2020, the BAT (i) acknowledged receipt of the Respondent's Answer filed on 15 April 2020 and its request for deadline extension to complete the Answer and (ii) invited the Claimants to comment on the Respondent's request by no later than 28 April 2020.
32. On 28 April 2020, the Claimants rejected to the Respondent's request and asked the Arbitrator to continue with the arbitration proceedings. The Claimants' counsel argued that another deadline extension could potentially jeopardize the legal principle of equal treatment and that the Respondent had failed to explain and demonstrate the reason why it is of utmost importance approaching its offices. According to the Claimants, the Respondent intended to delay the proceedings.
33. By letter of 6 May 2020, the BAT Secretariat acknowledged that the Claimants had paid their shares of the Advance on Costs and received by BAT on 2 and 6 March 2020. Furthermore, the BAT Secretariat informed the parties that Greece had gradually begun to lift its restrictive measures to stop the spread of the coronavirus and that people were no longer requested to stay at home. Therefore, the Arbitrator granted the Respondent a final deadline to complete its Answer and to pay its share of the Advance on Costs until 11 May 2020.
34. On 18 May 2020, the BAT informed the parties that since the Respondent had failed to pay its share of the Advance on Costs, the Claimants were invited to pay the



Respondent's share of the Advance on Costs by no later than 28 May 2020 to ensure that the arbitration proceeded.

35. By letter of 16 June 2020, the BAT acknowledged receipt of the full amount of the Advance on Costs (i.e. EUR 14,000.00) paid by the Claimants. Moreover, the BAT noted that the Respondent had failed to complete its Answer within the additional extension granted to it. In the same letter, the BAT invited the parties to answer several questions of the Arbitrator until 26 June 2020.
36. On 26 June 2020, the Claimants answered the Arbitrator's questions.
37. By letter dated 30 June 2020, the BAT acknowledged receipt of the Claimants' submission and noted that the Respondent failed to respond to the Procedural Order of 16 June 2020. The Arbitrator granted the Respondent a final period until 6 July 2020 to answer the Arbitrator's questions. To date, the Respondent has not responded to the Arbitrator's questions.
38. By letter dated 13 July 2020, the BAT noted that the Respondent failed to answer the Arbitrator's questions. Furthermore, the BAT informed the parties that the Arbitrator had declared the exchange of submissions complete and that the final award would be rendered as soon as possible. Finally the BAT granted the parties a deadline until 20 July 2020 to provide a detailed account of their costs.
39. On 20 July 2020, the Claimants submitted their cost statements. The Respondent did not provide a costs statement. However, in the Answer, it had requested a reimbursement of its legal costs in the amount of EUR 6,000.00.

## **4. The Positions of the Parties**

### **4.1. Claimants' Position**

40. The Agents claim that they are entitled to the second instalment of the Agent Fee for the season 2019/2020 in the amount of USD 13,400.00 each (including late penalty fees), a buy-out fee in the amount of USD 50,000.00 each as well as outstanding Agent Fees for the season 2020/2021 in the amount of USD 15,000.00 each. The Claimants emphasize that according to Article 4 of the Addendum, all amounts due by the Respondent must be considered as net amounts.

#### **4.1.1 Second Instalment of the Agent Fees due in 2019**

41. The full Agent Fees for the 2019/2020 season were owed because Article 2 of the Addendum explicitly provides that the Agent Fee shall not depend on the actual duration or a possible early termination of the Employment Contract. As the Club only paid the first instalment to each Claimant, the second instalments, which were due on 15 November 2019, are still outstanding. Each Claimant is therefore entitled to USD 5,000.00. Based on Article 5 of the Employment Contract, the Claimants additionally request a late penalty fee in the amount of USD 100.00 per missed day for the period between 16 November 2019 and 7 February 2020, i.e. the date of the submission of the Request for Arbitration. This period amounts to 84 days, which results in a late penalty fee of USD 8,400.00 per Claimant.

#### **4.1.2 Third and fourth instalment of the Agent Fees due in 2020**

42. According to Article 2 of the Addendum, the Club shall not have the right to restructure or in any way alter the terms of the payments to the Agents. In addition, the Club

acknowledged in Article 2 of the Addendum that upon execution of the Employment Contract, the Agents' duties have been completed in full for the entirety of the contract.

43. According to Article 1 of the Addendum, the Respondent could avoid paying the third and fourth instalments of the Agent Fees due in 2020 only if the Club or the Player were to opt out of the Employment Contract after the 2019/2020 season. Since the Player's transfer to CSKA took place during the 2019/2020, this provision does not apply. Therefore, the Claimants are entitled to the whole Agent Fee including the instalments due in 2020.
44. The Claimants acknowledge that these instalments are not due yet. Nevertheless, the Claimants have a legal interest to file this claim already today. The Respondent's behaviour suggests that it has no intention to pay the Agent Fee instalments due by 15 September 2020 and 15 November 2020. The Respondent confirmed in the Answer that it is was not even willing to pay the Agent Fee instalments due in 2019, which are undoubtedly due. The Claimants therefore have a legal interest at least in a declaratory judgement. For these reasons, the Claimants request the BAT to hold that the Respondent must pay to each Claimant USD 10,000.00 on or before 15 September 2020 and USD 5,000.00 on or before 15 November 2020.

#### **4.1.3 Agents' commission on the Buy-out Fee**

45. The Club and the Agents agreed in the Addendum that the Club will pay a commission to the Claimants in case the Player is transferred to a EuroLeague club after the 2019-2020 season. According to Article 5 of the Addendum, the commission would amount to 20% of the transfer sum received from the new club. Therefore, the Claimants are entitled to 20% of the Club's revenues from CSKA. If there is any uncertainty concerning the relation between Article 5 of the Addendum and Article 6 of the Employment Contract,

the principle of *contra proferentem* shall apply and any uncertainty of interpretation of the above provisions must be interpreted at the expense of the Respondent.

46. The transfer sum of USD 100,000.00 as mentioned in Article 5 of the Addendum is only a calculation example. Therefore, the Claimants are entitled to 20% of the entire transfer sum paid by CSKA and not only USD 100,000.00. Since the Claimants have maliciously been excluded from the transfer, although they started and conducted the negotiation, and were not provided with a copy of the transfer agreement, they are not able to calculate the exact buy-out fee. From media articles, the Claimants understands that the Player was transferred to CSKA for a sum of EUR 500,000.00.
47. The Claimants also emphasize the major role they played to make the transfer of the Player to CSKA possible. Specifically, the Claimants assert that they started and conducted the negotiation with CSKA, put CSKA in contact with the Player and informed the Respondent that the coach of CSKA called the Player. The Player and the Respondent seem to have done everything to avoid paying the Agents a commission.
48. Even though the buy-out fee becomes due only on 5 August 2020, the Claimants have legal interest in pursuing this claim as the Respondent clearly and unambiguously expressed to the Claimants that it will not comply with its financial obligations. Therefore, the Claimants request the BAT to hold the Respondent liable to pay EUR 50,000.00 to each of the Claimants by no later than 5 August 2020.
49. Finally, the Claimants request the BAT to order the Respondent to disclose any contracts with the Player and/or CSKA in order to quantify their shares of the buy-out fee.

#### **4.2. Claimants' Request for Relief**

50. In their Request for Arbitration dated 7 February 2020, the Agents request the following relief:

**"Preliminary:**

- a. To order the Respondent the production of any contracts AEK NEA KAE 2014, and/or the Player and/or CSKA Moscow signed to terminate/buy-out the Player's working relationship with AEK NEA KAE 2014, allowing his transfer to CSKA Moscow;

**On the merits:**

- b. To accept this claim;
- c. To decide, with regard to the 2019-2020 fees, that:
- i. The Respondent shall pay Mr. Giuliani USD 13,400.00 net of any taxes, plus (5%) per annum interest rate on the principal amount (i.e. USD 5,000.00), starting from 7 February 2020 until its effective and entire payment, as outstanding 2019-2020 fees, together with relevant penalty;
  - ii. The Respondent shall pay Mr. Shokuohizadeh USD 13,400.00 net of any taxes, plus (5%) per annum interest rate on the principal amount (i.e. USD 5,000.00), starting from 7 February 2020 until its effective and entire payment, as outstanding 2019-2020 fees, together with relevant penalty;
- d. To decide, with regard to the buyout fees, that:
- i. In case the BAT arbitral award is rendered before 5 August 2020, the Respondent is declared liable to pay to Mr. Giuliani 20% of any amounts received/will receive for transferring the Player to CSKA Moscow, net of any taxes, on 5 August 2020. In case the Respondent will not disclose the requested contracts, Mr. Giuliani requests the BAT to decide that the Respondent is declared liable to pay EUR 50,000.00 net of any taxes on 5 August 2020;

Alternatively,

*In case the BAT arbitral award is rendered after 5 August 2020, the Respondent shall pay Mr. Giuliani 20% of any amounts received/will receive for transferring the Player to CSKA Moscow, net of any taxes, plus (5%) per annum interest rate from 5 August 2020 until its effective and entire payment. In case the Respondent will not disclose the requested contracts, Mr. Giuliani requests the BAT to decide that the Respondent shall pay EUR 50,000.00 net of any taxes, plus (5%) per annum interest rate from 5 August 2020 until its effective and entire payment.*

- ii. In case the BAT arbitral award is rendered before 5 August 2020, the Respondent is declared liable to pay to Mr. Shokuohizadeh 20% of any amounts received/will receive for transferring the Player to CSKA Moscow,



*net of any taxes, on 5 August 2020. In case the Respondent will not disclose the requested contracts, Mr. Shokuohizadeh requests the BAT to decide that the Respondent is declared liable to pay EUR 50,000.00 net of any taxes on 5 August 2020;*

*Alternatively,*

*In case the BAT arbitral award is rendered after 5 August 2020, the Respondent shall pay Mr. Shokuohizadeh 20% of any amounts received/will receive for transferring the Player to CSKA Moscow, net of any taxes, plus (5%) per annum interest rate from 5 August 2020 until its effective and entire payment. In case the Respondent will not disclose the requested contracts, Mr. Shokuohizadeh requests the BAT to decide that the Respondent shall pay EUR 50,000.00 net of any taxes, plus (5%) per annum interest rate from 5 August 2020 until its effective and entire payment.*

*e. To decide, with regard to the 2020-2021 fees, that:*

- i. In case the BAT arbitral award is rendered before 15 September 2020, the Respondent is declared liable to pay to Mr. Giuliani USD 10,000.00 net of any taxes on 15 September 2020, plus USD 5,000.00 net of any taxes on 15 November 2020;*

*Alternatively,*

*In case the BAT arbitral award is rendered between 15 September and 15 November 2020, the Respondent is order to pay to Mr. Giuliani USD 10,000.00 net of any taxes, plus (5%) per annum interest rate from 15 September 2020 until its effective and entire payment, besides being declared liable to pay Mr. Giuliani USD 5,000.00 net of any taxes on 15 November 2020;*

*Alternatively,*

*In case the BAT arbitral award is rendered after 15 November 2020, the Respondent is order to pay to Mr. Giuliani USD 10,000.00 net of any taxes, plus (5%) per annum interest rate from 15 September 2020 until its effective and entire payment, besides being ordered to pay Mr. Giuliani USD 5,000.00 net of any taxes, plus (5%) per annum interest rate from 15 November 2020 until its effective and entire payment;*

- ii. In case the BAT arbitral award is rendered before 15 September 2020, the Respondent is declared liable to pay to Mr. Shokuohizadeh USD 10,000.00 net of any taxes on 15 September 2020, plus USD 5,000.00 net of any taxes on 15 November 2020;*



*Alternatively,*

*In case the BAT arbitral award is rendered between 15 September and 15 November 2020, the Respondent is order to pay to Mr. Shokuohizadeh USD 10,000.00 net of any taxes, plus (5%) per annum interest rate from 15 September 2020 until its effective and entire payment, besides being declared liable to pay Mr. Giuliani USD 5,000.00 net of any taxes on 15 November 2020,*

*Alternatively,*

*In case the BAT arbitral award is rendered after 15 November 2020, the Respondent is order to pay to Mr. Shokuohizadeh USD 10,000.00 net of any taxes, plus (5%) per annum interest rate from 15 September 2020 until its effective and entire payment, besides being ordered to pay Mr. Giuliani USD 5,000.00 net of any taxes, plus (5%) per annum interest rate from 15 November 2020 until its effective and entire payment.*

- f. Further to article 17.3 of the BAT Arbitration Rules to decide that the Respondent shall bear the entirety of the costs of this arbitration;*
- g. Further to article 17.4 of the BAT Arbitration Rules to decide, besides the payment of the non-reimbursable handling fee, that the Respondent shall pay the Claimants' legal fees with respect to this procedure in the total amount of EUR 15,000.00, as follows:*
  - EUR 7,500.00 in favor of Mr. Giuliani;*
  - EUR 7,500.00 in favor of Mr. Shokuohizadeh."*

#### **4.3. Respondent's Position**

- 51. The transfer of the Player to CSKA was only made because the Player and the Agents wanted it that way. The Claimants never raised any claims regarding this transfer during the negotiations. To the contrary, they accepted the Player's wish and the terms of the transfer agreement. Therefore, the club does not owe the Claimants any commission or compensation under whatever title.
- 52. The Claimants try to convert this mutual transfer agreement into a transfer according to Article 6 of the Employment Contract and Article 5 of the Addendum. However, these provisions do not apply to the Player's transfer to CSKA. Based on these articles, the

Claimants would be entitled to a commission of 20% of the buy-out fee, i.e. 20% of USD 100,000.00, but only if the Player had left the Club after the 2019/2020 season. However, as the Player was not transferred during the 2020/2021 season but already in January 2020, these provisions do not apply and the Claimants are not entitled to any commission.

53. Even if a commission were owed also in case of a transfer during the 2019/2020 season, there is no specific rule according to which a higher buy-out fee would result in a correspondingly higher commission for the Claimants.
54. Since it was the Player's and the Claimants' will to terminate the contract with the Respondent in the middle of the season and the Respondent must bear the negative consequences of the Player's early leave, the Claimants are not even entitled to the rest of their Agent Fee for the second half of the 2019/2020 season as well as for the whole 2020/2021 season.
55. The Claimants are trying to get the maximum out of the Player's transfer to CSKA although they already received a very significant remuneration from the Player and CSKA. Obviously the Claimants now turn against the Respondent because they were suddenly fired by their client. If the Claimants have suffered a financial loss from the transfer of the Player to CSKA, this was caused by the Player, not the Respondent. The Respondent has always complied with the Employment Contract and the Addendum.
56. The Player dismissed Claimant 1 on 6 January 2020 and asked the Respondent not to disclose any details of the transfer to CSKA. That is why the Club did not provide any contracts to the Claimants.

#### **4.4. Respondent's Request for Relief**

57. In its Answer, the Club submitted the following prayers for relief:

*"17. We request the dismissal of the Claimant's claim as legally and substantially unfounded and unacceptably submitted.*

*18. We request the costs of the present arbitration to be borne by the Claimants alone.*

*19. We request the Claimant to be ordered to reimburse the Respondent the arbitration fee as well as the legal expenses and legal fees of the Respondent, which are set on the amount of 6.000 Euros."*

## **5. Jurisdiction of the BAT**

58. Pursuant to Article 2.1 of the BAT Rules, "[t]he seat of the BAT and of each arbitral proceeding before the Arbitrator shall be Geneva, Switzerland". Hence, this BAT arbitration is governed by Chapter 12 of the Swiss Act on Private International Law (PILA).

59. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.

60. The Arbitrator finds that the dispute referred to him is of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA<sup>2</sup>.

61. The jurisdiction of the BAT over the dispute results from the arbitration clauses contained in Article 10 of the Employment Contract and Article 6 of the Addendum, which both provide the following:

*"Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the*

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<sup>2</sup> Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.

*BAT President. The seat of the arbitration shall be Geneva, Switzerland. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law, irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono."*

62. The Employment Agreement and the Addendum are in written form and thus the arbitration agreements fulfil the formal requirements of Article 178(1) PILA.
63. With respect to substantive validity, the Arbitrator considers that there is no indication in the file that could cast doubt on the validity of the arbitration agreement under Swiss law (referred to by Article 178(2) PILA).
64. The present dispute clearly falls within the scope of the arbitration clauses ("Any dispute arising from or related to the present contract"). Also, the Respondent has participated in the proceeding without objecting to the Arbitrator's jurisdiction.
65. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimants' claim.

## **6. Discussion**

### **6.1. Applicable Law – ex aequo et bono**

66. With respect to the law governing the merits of the dispute, Article 187(1) PILA provides that the arbitral tribunal must decide the case according to the rules of law chosen by the parties or, in the absence of a choice, according to the rules of law with which the case has the closest connection. Article 187(2) PILA adds that the parties may authorize the Arbitrators to decide "en équité" instead of choosing the application of rules of law. Article 187(2) PILA is generally translated into English as follows:

*"the parties may authorize the arbitral tribunal to decide ex aequo et bono".*

67. Under the heading "Law Applicable to the Merits", Article 15 of the BAT Rules reads as follows:

*"15.1 The Arbitrator shall decide the dispute ex aequo et bono, applying general considerations of justice and fairness without reference to any particular national or international law.*

*15.2 If, according to an express and specific agreement of the parties, the Arbitrator is not authorised to decide ex aequo et bono, he/she shall decide the dispute according to the rules of law chosen by the parties or, in the absence of such a choice, according to such rules of law he/she deems appropriate. In both cases, the parties shall establish the contents of such rules of law. If the contents of the applicable rules of law have not been established, Swiss law shall apply instead."*

68. Article 10 of the Employment Contract and Article 6 of the Addendum provide that the Arbitrator shall decide the dispute *ex aequo et bono*.
69. Consequently, the Arbitrator shall decide *ex aequo et bono* the issues submitted to him in this proceeding.
70. The concept of "équité" (or *ex aequo et bono*) used in Article 187 para. 2 of the Swiss Private International Law Act ("PILA") originates from Article 31 para. 3 of the *Concordat intercantonal sur l'arbitrage*<sup>3</sup> (Concordat)<sup>4</sup>, under which Swiss courts have held that arbitration "en équité" is fundamentally different from arbitration "en droit":

*"When deciding ex aequo et bono, the Arbitrators pursue a conception of justice which is not inspired by the rules of law which are in force and which might even be contrary to those rules."*<sup>5</sup>

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<sup>3</sup> That is the Swiss statute that governed international and domestic arbitration before the enactment of the PILA (governing international arbitration) and, most recently, the Swiss Code of Civil Procedure (governing domestic arbitration).

<sup>4</sup> P.A. KARRER, Basler Kommentar, No. 289 ad Art. 187 PILA.

<sup>5</sup> JdT 1981 III, p. 93 (free translation).



71. This is confirmed by Article 15.1 of the BAT Rules *in fine*, according to which the Arbitrator applies "*general considerations of justice and fairness without reference to any particular national or international law*".
72. In light of the foregoing considerations, the Arbitrator makes the findings below.

## **6.2. Findings**

73. The Claimants request payment of (i) the second instalments of the Agent Fee due in 2019, including late penalty payments, in the total amount of USD 13,400.00 for each Agent, (ii) the Agent Fee due in 2020, in the amount of USD 15,000.00 for each Agent, as well as (iii) a commission of 20% of the buy-out fee which CSKA paid to the Respondent for the transfer of the Player in the amount of EUR 50,000.00 each. These three claims will be dealt with in turn below.

### **6.2.1 Agent Fee due in 2019 and late penalty fee**

74. According to Article 1 of the Addendum, the Claimants are entitled to an Agent Fee totalling USD 30,000.00 net of any taxes for the season 2019/2020, payable based on the following payment schedule:
- |   |               |
|---|---------------|
| - To Claimant 1 on or before 15 September 2019: | USD 10,000.00 |
| - To Claimant 2 on or before 15 September 2019: | USD 10,000.00 |
| - To Claimant 1 on or before 15 November 2019:  | USD 5,000.00  |
| - To Claimant 2 on or before 15 November 2019:  | USD 5,000.00  |
75. It is undisputed that the Respondent paid the first instalments of USD 10,000.00 each, while the other instalments are still outstanding.



76. There is no indication in the Employment Contract or in the Addendum that the Agent Fee is designed as a compensation for services to be performed by the Agents during the term of the contract (in which case the agent fee might be due only for the time during which the agent performed his services). Instead, it is a “finder’s fee” in the sense of a commission that is due exclusively for referring the Player to the Club.<sup>6</sup> This follows from Article 2 of the Addendum, which explicitly says that by referring the Player to the Club, the Agents are entitled to the full Agent Fee regardless of whether the Club or the Player terminate the contract early. Since the Agents fulfilled their duty to refer the Player to the Respondent, they are entitled to the entire agent fee for the season 2019/2020. This was not changed by the Player's transfer to CSKA during the 2019/2020 season. Accordingly, each Claimant is entitled to the second instalment for that season, in the amount of USD 5,000.00 each. Article 1 of the Addendums provides that the Agent Fees for “total net value of the agent fee” and Article 4 of the Addendums is equally clear: “The CLUB shall be responsible for all taxes, customs, duties, and other withholdings, including bank-wiring fees, related to these fees.” These amounts are therefore due net, without any such deductions.
77. The Claimants further request a late penalty fee in the amount of USD 100.00 per missed day from the time between 15 November 2019 (due date of the second instalments) and 7 February 2020 (i.e. the date of the submission of the Request for Arbitration) in the total amount of USD 8,400.00 per Agent. They refer to Article 5 of the Employment Contract, first sentence, which reads as follows:

*“[...] In the event that payments or agent fees are not paid in full within Thirty (30) days after the scheduled payment date, the PLAYER shall not be required to practice or play in any scheduled games until all accrued interests, late fees (\$100 per day) and scheduled payments have been made. [...] if the CLUB fails to make all payments (Payment(s) owed to either to AGENTS and/or PLAYER), the PLAYER*

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<sup>6</sup> See e.g. BAT 0544/14.

*and/or AGENTS shall be entitled to all remaining payments under Article.2 of this Agreement, as well as all accrued interests and late fees, [...]."*

78. Late payment penalties are subject to the Arbitrator's review to avoid excessive or grossly disproportionate penalties. The BAT jurisprudence has e.g. considered late payment penalties excessive if they exceed the principal amount. There are no special circumstances which would justify a higher penalty. In addition, the Respondent would have a reasonable chance to avoid such penalties if it had complied with its clear and unambiguous obligation to pay the Agent Fees. The penalty fees are therefore limited to USD 5,000.00 for each Agent. The Arbitrator considers the penalty claim as a claim closely related to the principal claim, which is therefore also due net of any taxes.

#### **6.2.2 Agent Fee due in 2020**

79. The Agents claim the Agent Fee for the 2020/2021 season, despite the fact that the Player was no longer playing for the Club in the 2020/2021 season.
80. Indeed, if either the Club or the Player had opted out of the Employment Contract after the 2019/2020 season, the Agents would no longer be entitled to the Agent Fee provided for the 2020/2021 season, as stipulated in Article 1 of the Amendment ("*\*if the Club or the Player will option out of the agreement after the 2019-20 basketball season such payments will not be due to the Agents*"). This asterisk refers to the Agent Fees due on 15 September 2020 and 15 November 2020 (see also para. 6 above).
81. The Agents now argue that since the Player was transferred *before* the end of the 2019/2020 season (namely on 10 January 2020), the reservation in the asterisk to Article 1 of the Amendment did not apply and they remained entitled to the entire Agent Fee, including the instalments due in 2020 season. The Arbitrator agrees with the Claimants that the entire Agent Fee is due also including the instalments due in 2020.

However, this is not the consequence of "too early a buy-out" but because of the termination of the Employment Contract by means other than a buy-out.

82. In this respect, Article 2 of the Addendum reads as follows:

*"The agents fee is fully valid upon the PLAYER reporting to the CLUB. It is agreed that the role of the AGENTS is to bring the PLAYER and the CLUB together and for this the AGENTS are entitled to the full fee. The payment of the full fee is not subject to the actual length of the Agreement. In addition, the CLUB shall not have the right to restructure or in any way alter terms of payment to the AGENTS. In Addition, the Club acknowledges that upon execution of the agreement the agent's duties have been completed in full for the entirety of the agreement. **As such, should the club and player (Mr. Howard Sant-Roos) either independently or mutually, decide to terminate their contract, the agent fee due to the agent will be due in its totality.**" (emphasis added)*

83. Neither the Club nor the Player exercised their option to opt out according to Article 2 of the Employment Contract. This was in any event only possible after the Player had completed the 2019/2020 season with the Respondent's team and before the beginning of the 2020/2021 season. However, this did not prevent the Player and the Club to terminate the employment earlier by mutual consent, which was what they actually did: In December 2019, CSKA made a tempting offer to take over the Player right away, which the Player and the Club could not refuse. The Player and the Club then terminated the Employment Contract, which allowed the Player to sign a new agreement with CSKA which he did on or before 10 January 2020.

84. As for the Agent Fee payments due in 2020, this meant that Article 2 (last sentence) of the Addendum applied: *"As such, should the Club and player (Mr. Howard Sant-Roos) either independently or mutually decide to terminate the contract, the agent fee will be due in its totality."* Since the Club and the Player mutually terminated the Employment Contract, the Claimant remained entitled to the entire Agent Fee, including the instalments due in 2020.

85. The Arbitrator rejects the Respondent's argument that the Agent Fee was no longer due after the Player left the Club for CSKA, and the Club "suffered the consequences" of his leave: The transfer had to be, and actually was, agreed to by the Club. Otherwise, the Player could not have exited the Employment Contract before the end of the 2019/2020 season. The Club was adequately compensated for its "suffering".
86. Since the instalments for the 2020/2021 Agent Fees are not yet due, the question arises whether the Claimants have a sufficient legal interest in a declaratory judgement.
87. According to established BAT jurisprudence, a party seeking declaratory relief must demonstrate a sufficient interest worthy of legal protection. Legal interest is a concept that channels the parties' right to access state courts. The bar is high because state courts should focus on actual and enforceable claims and not with assessing claims that may or may not become due at a later point in time. In arbitration, the protection against flooding with cases is of lesser concern since the procedural costs are covered by the parties' advance payments, and no resources are taken away from the public court system. Therefore, the bar for legal interest in arbitration is considerably lower<sup>7</sup>: An arbitral tribunal may refuse a claim because of lack of legal interest only when the action is clearly vexatious.<sup>8</sup>
88. The Arbitrator finds that the Claimants has a legal interest to submit the present claim as 1) their claims are not vexatious; 2) nothing in the Club's behaviour and Answer suggests that it will pay the Agent Fees for the 2020/2021 season voluntarily; and 3) it is quite understandable that the Claimants file the claims today, instead of a later date, also because the Respondent threatened legal action before Greek penal and civil courts.<sup>9</sup>

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<sup>7</sup> See e.g. BAT 0901/16, para. 58 and BAT 0840/16, para. 75.

<sup>8</sup> See e.g. BAT 0901/16, para. 58.

<sup>9</sup> See N 15 of the Answer.

Therefore, the Arbitrator holds that the Claimants are entitled to the Agent Fees for the 2020/2021 season payable by the Respondent as follows: USD 10,000.00 to each Claimant by 15 September 2020 and USD 5,000.00 to each Claimant by 15 November 2020. As held in para. 76 above, these Agent Fees are due net of any taxes.

### **6.2.3 Commission of 20% of the buy-out fee paid by CSKA**

89. The Claimants also claim a commission of 20% of the buy-out fee paid by CSKA, which amounted to EUR 500,000.00, according to media reports. They base their claim on Article 6 of the Employment Contract in conjunction with Article 5 of the Addendum.
90. Article 6 of the Employment Contract defines the options of both the Club and the Player to exit the agreement after the 2019/2020 season and the consequence of the Club's exit for the Agent Fees. It reads as follows:

*"6. The CLUB has option to terminate the contract with the PLAYER only for the 2020-2021 basketball season by sending official email to [...] by July 1<sup>st</sup> 2020 11.59pm and paying a termination fee of \$20,000 USD (twenty thousand US Dollars) total and in such case the club shall pay the PLAYER and AGENTS \$10,000 (ten thousand US Dollars) each by no later than July 5<sup>th</sup> 2020 [...]. For the Club's option to be considered valid all payments and debts has to be paid in FULL to PLAYER and AGENTS by no later than July 1<sup>st</sup> 2020, if such requirements are not meet in full, then it is understood and acknowledged by the CLUB that the contract for the 2020-2021 basketball season is valid and fully guaranteed. The PLAYER has option to terminate the contract only for the 2020-2021 basketball season only if the AGENTS [...] sends official email signed (letter must be signed by both agents) to CLUB by no later than July 15<sup>th</sup> 2020 11.59pm. In such case the PLAYER shall pay the CLUB \$100,000 USD (One hundred thousand US Dollars) if it is EUROLEAGUE Club and \$30,000 USD (thirty thousand US Dollars) for all other clubs worldwide, by no later than July 25<sup>th</sup> 2020. In such case the Player can negotiate and sign a new agreement with any other club in the world. After this amount has been paid to the Club no further compensation can be demanded and the Club must consent to the request of Letter of Clearance within 24 (twenty four) hours. The Club has the right to terminate/void this Contract without any compensation to the Player in the event that Player fails any doping control examination or Player commits serious crime according to the laws of Greece."*



91. Article 5 of the Addendum then addresses the consequences of an exit of the Player for the Agent Fees:

*"5. In the event Club receives a buy out from another Club (EUROLEAGUE) for Howard Stant Roos, which as according to the existing agreement between player and Club shall be in the amount of \$100,000 (One hundred thousand US Dollars). The AGENTS are entitled to 20% compensation (\$20,000) of the \$100,000 (One hundred thousand US Dollars) buyout. The Club shall make payments to Iman Shokuohizadeh in the amount of \$10,000 USD and to Mr. Paolo Giuliani in the amount of \$10,000 USD by no later than August 5th 2020."*

92. As the Arbitrator held above (para. 83), the termination of the Employment Contract was not a consequence of an opting-out according to Article 6 of the Employment Contract. Actually, no such opting-out could have taken place before the end of the 2019/2020 season but the Club and the Player mutually agreed to terminate the Employment Contract in view of CSKA's obviously irresistible offer. As a consequence for the Claimants, the waiver of the 2020 instalments of the Agent Fee of Article 1, last sentence, of the Addendum did not apply, and they remained entitled to the full Agent Fees, including the 2020 instalments amounting to USD 30,000.00 (i.e. USD 15,000.00 each).
93. However, this also means that Article 5 of the Addendum does not apply, and the Agents are not entitled to a share of the buy-out fee paid by CSKA.
94. The Agents read Article 5 of the Addendum isolated from the Employment Contract and the rest of the Addendum. However, the Arbitrator finds that Article 5 of the Addendum does not create an independent right to a participation of the Agents in the compensation paid by a club for the transfer of Player. Article 5 rather specifies the consequences of the Player's buy-out according to Article 6 of the Employment Contract for the Agent Fee.
95. According to its Article 6, both Parties could exit the Employment Contract without reasons and against payment of a termination fee. Obviously the Player was expected to exit the Employment Contract only if he received a better offer for the season 2020/2021 from another club. The termination fee payable by the Player therefore



depended on whether the Player joined a EuroLeague club, in which case he had to pay a termination fee of USD 100,000.00, or whether he joined another club, in which case the termination fee amounted to EUR 30,000.00. However, the Player joining another club was no condition for the exercise of the exit option. Nor did the termination fee depend on the amount of any buy-out or signing fee paid by a new club.

96. Article 5 of the Addendum then specifies the consequence of the Player's termination according to Article 6 of the Employment Contract for the Agents: They would get 20 % of the termination fee, which was USD 100,000.00 in case of a buy-out by a EuroLeague club, i.e. USD 20,000.00 in total or USD 10,000.00 each (*"The Agents are entitled to 20% compensation (\$20,000) of the \$100,000 (one hundred thousand US Dollars) buyout"*).
97. This provision must be understood in light of Article 1, last sentence of the Addendum, i.e. the waiver of the 2020 instalments of the Agent Fee if the Club or the Player would opt out of the Employment Contract after the first season. The Agents' share in the termination fee constituted a certain compensation for the loss of the 2020 instalments of the Agent Fees. The Agents cannot therefore claim both, the full Agent Fee for the second season and a share in the buy-out or termination fee.
98. The first sentence of Article 5 of the Addendum is indeed confusing, since it does not speak of the "termination fee" payable by the Player but of the Club receiving *"a buy out from another Club [EUROLEAGUE] for Howard Sant Roos, which according to the existing agreement between player and Club shall be in the amount of \$100,000 (One hundred thousand US Dollars)"*.
99. The Arbitrator finds however that the reference to *"a buy out from another Club [EUROLEAGUE]"* does not create an independent claim for the Agents' participation in the buy-out or signing fee paid for the Player's transfer. The above sentence in Article 5 of the Addendum clearly refers to the USD 100,000.00 termination fee, which becomes

due if the Player contracted with "another Club [EUROLEAGUE]" as defined by Article 6 of the "existing agreement" (i.e. the Employment Contract). Again, Article 5 of the Addendum entitled the Agents to a fee of USD 20,000.00 in total if the Player exercised his exit option after the 2019-2020 season, according to Article 6 of the Employment Contract, and moved on to play for a EuroLeague Club.

100. Nothing in the Employment Contract or the Addendum creates a universal right of the Agents in a share of 20% of the amount paid by a new club to the Respondent if the Player and the Respondent mutually terminate the employment. If a "profit sharing" of the Agents would have been the intention of the Parties, it should have explicitly been so stated in the Addendum.
101. According to Claimants, at least Claimant 1 was substantially involved in the transfer of the Player to CSKA. The Player, however, terminated his representation agreement immediately before the transfer actually took place. Whether the Claimants are entitled to receive an agent fee from CSKA or the Player for their assistance in securing the transfer of the Player to CSKA is not for the Arbitrator to decide. He only finds that it was not the Respondent's obligation to secure an agent fee for the Claimants relating to the Player's transfer to CSKA.

### 6.3. Interest

102. The Claimants request in their Request for Arbitration the BAT to order "*5% per annum interest rate*".
103. Neither the Employment Contract nor the Addendum provide for interest. However, according to standing BAT jurisprudence<sup>10</sup>, default interest can be awarded even if the

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<sup>10</sup> See e.g. BAT 0685/15.

underlying agreement does not explicitly provide for an obligation to pay interest. This is a generally accepted principle, which is embodied in most legal systems. As requested by the Claimants and in correspondence with standing BAT jurisprudence, the default interest rate is 5% per annum.

104. As to the date from which the interest starts to run, the Arbitrator notices that the Employment Contract foresees the following due dates for the payments:

- Agent Fee for the 2019/2020 season: 15 November 2019
- Agent Fee for the 2020/2021 season: 15 September 2020 (for the first instalment) and 15 November 2020 (for the second instalment)

105. Accordingly, in keeping with standing jurisprudence whereby interest is due as of the date after the due date, the Arbitrator finds that in respect of the Agent Fee for the 2019/2020 season, interest could generally accrue as of 16 November 2019; however, the Claimants request respective interest only from the date of filing the Request for Arbitration, i.e. from 7 February 2020, so this is what the Arbitrator awards to them. In relation to the Agent Fee for the 2020/2021 season, interest shall accrue as of 16 September 2020 (first instalment) and 16 November 2020 (second instalment).

## **7. Conclusion**

106. Based on the foregoing, and after taking into due consideration all the evidence submitted and all arguments made by the parties, the Arbitrator finds that the Respondent is obliged to pay the Claimants the following amounts each:

- USD 5,000.00 net of any taxes (agent fee 2019/2020), plus interest of 5% per annum from 7 February 2020;
- USD 5,000.00 net of any taxes (late payment fee for the agent fee 2019/2020);

- USD 10,000.00 net of any taxes (first instalment of the agent fee 2020/2021), payable until 15 September 2020, plus interest of 5% per annum as of 16 September 2020 in case of non-payment by the due date;
- USD 5,000.00 net of any taxes (second instalment of the agent fee 2020/2021), payable until 15 November 2020, plus interest of 5% per annum as of 16 November 2020 in case of non-payment on the due date.

## **8. Costs**

107. Article 17.2 of the BAT Rules provides that the final amount of the costs of the arbitration shall be determined by the BAT President and that the award shall determine which party shall bear the arbitration costs and in what proportion; and, as a general rule, shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.
108. On 23 August 2020 – considering that pursuant to Article 17.2 of the BAT Rules “*the BAT President shall determine the final amount of the costs of the arbitration which shall include the administrative and other costs of BAT and the fees and costs of the BAT President and the Arbitrator*”, and that “*the fees of the Arbitrator shall be calculated on the basis of time spent at a rate to be determined by the BAT President from time to time*”, taking into account all the circumstances of the case, including the time spent by the Arbitrator, the complexity of the case and the procedural questions raised – the BAT President determined the arbitration costs in the present matter to be EUR 14,000.00.
109. Considering that (i) the Claimants prevail with their claims to the Agent Fee instalments but they do not succeed with their (larger) claim for a share in the buy-out fee paid by CSKA to the Club and (ii) with respect to the conduct of the parties, that Respondent did not provide the BAT with answers to the Arbitrator's questions, did not provide a copy of the transfer agreement with CSKA and never completed its Answer despite extension

requests, under these circumstances, the Arbitrator finds it fair and adequate that each party shall bear 50% of the arbitration costs.

110. The Claimants claim legal fees in the amount of USD 7,500.00 plus expenses in the amount of EUR 3,000.00 (for the non-reimbursable handling fee). The Respondent requests a contribution to its legal fees in the total amount of EUR 6,000.00.
111. Taking into account the factors required by Article 17.3 of the BAT Rules, the maximum awardable amount prescribed under Article 17.4 of the BAT Rules (in this case, EUR 10,000.00), the fact that the non-reimbursable handling fee in this case was EUR 3,000.00, and the specific circumstances of this case, the Arbitrator finds it adequate that both parties shall bear their own legal fees and expenses, *except the non-reimbursable handling fee, which should be borne by Claimants and by Respondent by 50%, i.e. EUR 1,500.00 each.*
112. Given that the Claimants paid the entire advances on costs of EUR 14,000.00 as well as a non-reimbursable handling fee of EUR 3,000.00, the Arbitrator decides that in application of Articles 17.3 and 17.4 of the BAT Rules:
- (i) The Respondent shall pay EUR 7,000.00 to the Claimants, being 50% of the difference between the costs advanced by the Claimants and the amount they are going to receive in reimbursement from the BAT;
  - (ii) The Respondent shall pay EUR 1,500.00 to the Claimants, representing 50% of the non-reimbursable handling fee.



## **AWARD**

For the reasons set forth above, the Arbitrator decides as follows:

- 1.1.1 AEK NEA KAE 2014 (AEK Athens BC) shall pay Mr. Paolo Giuliani and Mr. Iman Shokuohizadeh each the amount of USD 5,000.00 net of any taxes (agent fee 2019/2020), plus interest of 5% per annum from 7 February 2020 until payment.**
- 1.1.2 AEK NEA KAE 2014 (AEK Athens BC) shall pay Mr. Paolo Giuliani and Mr. Iman Shokuohizadeh each late payment penalties in the amount of USD 5,000.00 net of any taxes.**
- 1.1.3 AEK NEA KAE 2014 (AEK Athens BC) shall pay Mr. Paolo Giuliani and Mr. Iman Shokuohizadeh each the amount of USD 10,000.00 net of any taxes (first instalment of the agent fee 2020/2021) by 15 September 2020, failing which interest of 5% per annum shall be payable from 16 September 2020 until payment.**
- 1.1.4 AEK NEA KAE 2014 (AEK Athens BC) shall pay Mr. Paolo Giuliani and Mr. Iman Shokuohizadeh each the amount of USD 5,000.00 net of any taxes (second instalment of the agent fee 2020/2021) by 15 November 2020, failing which interest of 5% per annum shall be payable from 16 November 2020 until payment.**
- 1.1.5 AEK NEA KAE 2014 (AEK Athens BC) shall pay jointly to Mr. Paolo Giuliani and Mr. Iman Shokuohizadeh an amount of EUR 7,000.00 as reimbursement for their arbitration costs.**
- 1.1.6 AEK NEA KAE 2014 (AEK Athens BC) shall pay jointly to Mr. Paolo Giuliani and Mr. Iman Shokuohizadeh an amount of EUR 1,500.00 as contribution to their legal fees and expenses. AEK NEA KAE 2014 (AEK Athens BC) shall bear its own legal fees and expenses.**
- 1.1.7 Any other or further-reaching requests for relief are dismissed.**



Geneva, seat of the arbitration, 2 September 2020

Stephan Netze  
(Arbitrator)