



BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 1532/20)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Rhodri Thomas

in the arbitration proceedings between

Mr. Luca Banchi

- Claimant -

represented by Ms. Giannoula Papavasileiou, attorney at law,

vs.

AEK NEA KAE 2014 (AEK Athens BC)

- Respondent -

1. The Parties

1.1 The Claimant

1. Mr. Luca Banchi (hereinafter “the Claimant”) is a professional basketball coach.

1.2 The Respondent

2. AEK NEA KAE 2014 (AEK Athens BC) (hereinafter the “Respondent”) is a professional basketball club located in Greece.

2. The Arbitrator

3. On 27 April 2020, Prof. Ulrich Haas, the President of the Basketball Arbitral Tribunal (hereinafter the “BAT”), appointed Mr. Rhodri Thomas as arbitrator (hereinafter the “Arbitrator”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal in force as from 1 December 2019 (hereinafter the “BAT Rules”).

4. None of the Parties has raised objections to the appointment of the Arbitrator or to his declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

5. On 1 July 2018, the Claimant entered into an employment contract with the Respondent in relation to the 2018-2019 season (hereinafter the “Employment Contract”). The Employment Contract contains, among others, the following provisions:

“2. SALARY COMPENSATION

2.1 Upon signing the CLUB agrees to pay the COACH the following:

2017/18 Season [sic]

July 5, 2018	17.500 EUR net of any Greek taxes
September 30	17.500 EUR net of any Greek taxes
October 30, 2018	17.500 EUR net of any Greek taxes
November 30, 2018	17.500 EUR net of any Greek taxes
December 30, 2018	17.500 EUR net of any Greek taxes
January 30, 2019	17.500 EUR net of any Greek taxes
February 28, 2019	17.500 EUR net of any Greek taxes
March 30, 2019	17.500 EUR net of any Greek taxes
April 30, 2019	17.500 EUR net of any Greek taxes
<u>May 30, 2019</u>	<u>17.500 EUR net of any Greek taxes</u>
Total for season 2018/2019	175.000 EUR net of any Greek taxes

[...]

3.6 TAXES: The CLUB will make all payments of taxes, levies, fees and other charges on behalf of the COACH which are or may be in effect at any time anywhere in Greece or in any country or locale in which the CLUB plays or the COACH is required by the CLUB to appear. All payments to the COACH as outlined in this agreement will be free and clear (net) of all local, national or other taxes, levies or fees required to be paid in Greece or any other locale or countries in which the CLUB appears. In addition, upon request of the COACH or his representatives, the CLUB agrees to supply a certificate indicating that applicable taxes in the level of tax rate needed in his country have been paid on behalf of the COACH.

[...]

3.9 BONUSES: The following individual bonuses will apply specifically to the coach during the term of this agreement for season 2018/19

Greek Championships

4 th place:	25.000 EUR net of any Greek taxes
3 rd place:	35.000 EUR net of any Greek taxes



BASKETBALL

ARBITRAL TRIBUNAL

2nd place: 45.000 EUR net of any Greek taxes

1st place: 55.000 EUR net of any Greek taxes

Greek Cup

Top 2 20,000 EUR net of any Greek taxes

Winner 20.000 EUR net of any Greek taxes

Champions League

Advance to top 8: 15.000 EUR net of any Greek taxes

Advance to top 4: 25.000 EUR net of any Greek taxes

Advance to final: 35.000 EUR net of any Greek taxes

Winner: 45.000 EUR net of any Greek taxes

**Bonuses are not cumulative, and Player is entitled to only the highest amount in each category. Bonuses are net of Greek taxes. Bonuses are due on June 30, 2019*

4. CONTRACT GUARANTEE

4.1 *The CLUB agrees that this agreement and all of the payments required to be made to the COACH are fully and unconditionally guaranteed. Therefore, such payments shall be made even in the event of death, injury (whether permanent or non-permanent and regardless of whether the injury is basketball related), mental disability or lack of skill. Accordingly, all payments required within are not contingent on anything other than the COACH providing the services in accordance with this agreement.*

4.2 *Should the CLUB desire that the COACH depart prior to the scheduled termination of this agreement the CLUB is required to provide written notice to both the COACH and his legal representative communicating this desire. Under no circumstances does this relieve the CLUB of their responsibilities to make all payments required under this agreement for all seasons under the agreement. CLUB cannot under any circumstances move the COACH into a different position other than that of the head coach of the men's team unless otherwise mutually agreed."*

[...]

11. IN EVENT OF DISPUTE

This agreement contains the entire agreement between the parties and there is no oral or written inducements, promises or agreements except as contained herein. All prior agreements or contracts are void upon signing this agreement.

It shall be the Club's responsibility to register this agreement under the same terms with the Greek league and federation. In the event of any dispute for any reason between this one and the one registered with the league, this agreement will prevail.

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 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 (PIL), irrespective of the parties' domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono."

3.2 The Proceedings before the BAT

6. On 6 April 2020, the Claimant filed a Request for Arbitration dated 30 March 2020 in accordance with the BAT Rules and the BAT received the non-reimbursable handling fee of EUR 3,000.00 from the Claimant.
7. By letter dated 27 April 2020, the BAT Secretariat fixed a deadline of 18 May 2020 for the Respondent to file an Answer to the Request for Arbitration. By the same letter, and with a deadline of 7 May 2020 for payment, the following amounts were fixed as the Advance on Costs:

<i>"Claimant (Mr. Luca Banchi)</i>	<i>EUR 4.500.00</i>
<i>Respondent (AEK NEA KAE 2014)</i>	<i>EUR 4.500.00"</i>

8. On 1 May 2020, the Claimant filed a clarification to the Request for Relief set out in his Request for Arbitration.
9. The Claimant paid his share of the Advance on Costs, which was received by the BAT on 5 May 2020.
10. By letter dated 19 May 2020, the BAT Secretariat set a final deadline of 26 May 2020 for the Respondent to submit an Answer and to pay its share of the Advance on Costs. The Respondent failed to pay its share of the Advance on Costs and also

failed to submit an Answer to the Request for Arbitration.

11. By letter dated 28 May 2020, and with a deadline of 8 June 2020 for the Claimant to pay the remaining amount, the BAT Secretariat adjusted the Advance on Costs as follows:

<i>“Claimant (Mr. Luca Banchi)</i>	<i>EUR 3.500.00</i>
<i>Respondent (AEK NEA KAE 2014)</i>	<i>EUR 3.500.00”</i>

12. The Claimant paid the remaining amount of the Advance on Costs, which was received by the BAT on 1 June 2020.
13. By Procedural Order dated 17 June 2020, the Arbitrator requested that the Parties provide further information by 1 July 2020.
14. On 29 June 2020, the Claimant submitted his response to the Procedural Order. The Respondent failed to submit a response to the Procedural Order.
15. On 6 July 2020, the Arbitrator declared the exchange of submissions complete and requested that the Parties submit detailed accounts of their costs by 13 July 2020.
16. On 10 July 2020, the Claimant submitted the following account of costs:

“Fees for the provision of professional legal services for bringing in [sic] arbitration in front of the Basketball Arbitral Tribunal the case of Luca Banchi vs. AEK NEA KAE 2014.

FEES

Standard Minimum Fees: 7.500 Euro

(For case of dispute higher than Euro 100.000, standard complexity):

EXPENSES

Settlement of general expenses (15%): 1.125 Euro

TOTAL OF FEES AND EXPENSES TO BE PAID *8.625 Euro”*

17. The Respondent failed to submit an account of costs.
18. Since neither of the Parties filed an application for a hearing, the Arbitrator decided, in accordance with Article 13.1 of the BAT Rules, not to hold a hearing and to deliver the award on the basis of the written submissions of the Parties.

4. The Positions of the Parties

4.1 The Claimant's Position

19. The Claimant claims that the Respondent failed to pay:
 - a) in accordance with clause 2.1 of the Employment Contract, a proportion of the February 2019 instalment of his salary (in the amount of EUR 12,500.00) and the entirety of the March, April and May 2019 instalments of his salary (each amounting to EUR 17,500.00) (hereinafter the "Outstanding Salary Instalments"); and
 - b) in accordance with clause 3.9 of the Employment Contract, a bonus payment (of EUR 35,000.00) in respect of the Respondent having achieved third place in the Greek Championships and a bonus payment (of EUR 15,000.00) in respect of the Respondent having advanced to the top 8 of the Champions League (hereinafter the "Outstanding Bonus Payments"),

(together hereinafter the "Outstanding Amounts").
20. The Claimant submits that he acted as a coach for the Respondent for the entirety of the duration of the 2018–2019 season.
21. The Claimant contends that he had several conversations with the Respondent

regarding its failure to pay the Outstanding Amounts and sent a formal letter of demand to the Respondent on 16 March 2020, which requested immediate payment. However, in spite of these conversations and the letter, the Respondent has to date failed to pay the Outstanding Amounts.

4.2 The Claimant's request for relief

22. In the Request for Arbitration, the Claimant submitted the following request for relief:

"Claimant requests:

A. Claimant: 115.000 (one hundred fifteen thousand) euro net for salaries and bonuses

B. Advance on costs

C. Court fees

D. Interest calculated on 5% paid starting from the day that each amount expired up to the date of the decision. Interest calculated [...] **until 30 March 2020 are as follows:**

- Interest 730,60 for the amount of 12.500 EURO from February 28, 2019 up today (30 March 2020)
- Interest 876,81 for the amount of 17.500 EURO from March 30, 2019 up today (30 March 2020)
- Interest 802,50 for the amount of 17.500 EURO from April 30, 2019 up today (30 March 2020)
- Interest 730,58 for the amount of 17.500 EURO from May 30, 2019 up today (30 March 2020)
- Interest 1.312,53 for the amount of 35.000 EURO from June 30, 2019 up today (30 March 2020)
- Interest 562,51 for the amount of 15.000 EURO from, June 30, 2019 up today (30 March 2020)

Total of 5.015,53 of interest rate for Claimant up to today plus 15,71 euro per day of delay from today until payment based on 5% for the total amount of **120.015,53. EURO net**

E. Legal fees

F. Tax Certificate issued from the Respondent

Total amount in dispute: **120.015,53. EURO**

(excluding future interest amounts & legal/arbitral costs)

23. On 1 May 2020, the Claimant submitted an amendment to his request for relief as follows:

*“Although, by mistake, interest is sought until both the day of the decision and the payment day, we want to specify that **the Claimant requests payment of interest until payment day.**”*

4.3 The Respondent’s Position

24. The Respondent failed to make any submissions in the course of these proceedings, neither by way of Answer to the Request for Arbitration nor in response to the Procedural Orders.

5. The jurisdiction of the BAT

25. As a preliminary matter, the Arbitrator wishes to emphasize that, since the Respondent did not participate in this arbitration, he will examine his jurisdiction *ex officio* on the basis of the record as it stands. However, the Arbitrator also notes that there is proof of receipt for all documents delivered by courier (in particular the BAT Confirmation letter).
26. 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).
27. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the Parties.

28. The Arbitrator notes that the dispute referred to him is clearly of a financial nature and is thus arbitrable within the meaning of Article 177(1) PILA.¹

29. The jurisdiction of the BAT over the dispute results from the arbitration clause contained in clause 11 of the Employment Contract, which reads as follows:

“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 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 (PIL), irrespective of the parties’ domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.”

30. The Agreement is in written form and thus the arbitration agreement fulfils the formal requirements of Article 178(1) PILA.

31. 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).

32. For these reasons, the Arbitrator has jurisdiction to adjudicate the Parties’ claims. For the sake of completeness, the Arbitrator notes that there was, of course, no challenge to the jurisdiction of the BAT, given that the Respondent did not make any submissions in the proceedings.

6. **Applicable Law – ex aequo et bono**

33. 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

¹ Decision of the Federal Tribunal 4P.230/2000 of 7 February 2001 reported in ASA Bulletin 2001, p. 523.

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”.

34. 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.”

35. Article 11 of the Employment Contract states that “[t]he arbitrator shall decide the dispute *ex aequo et bono*”. The preamble to the BAT Rules states “*the parties recognise [...] that the BAT arbitrators decide ex aequo et bono*” and Article 15 of the BAT Rules provides that the Arbitrator shall decide the dispute *ex aequo et bono* unless the parties have expressly and specifically agreed that he is not authorized to do so.
36. In light of the above, the Arbitrator will decide the issues submitted to him in this proceeding *ex aequo et bono*.
37. The concept of *équité* (or *ex aequo et bono*) used in Article 187(2) PILA originates

from Article 31(3) of the *Concordat intercantonal sur l'arbitrage*² (Concordat),³ 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."*⁴

38. In substance, it is generally considered that the arbitrator deciding *ex aequo et bono* receives "a mandate to give a decision based exclusively on equity, without regard to legal rules. Instead of applying general and abstract rules, he/she must stick to the circumstances of the case"⁵.
39. 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*".
40. In light of the foregoing matters, the Arbitrator makes the following findings.

7. Findings

7.1 Outstanding Salary Instalments

41. Clause 2 of the Employment Contract provides that the Respondent is required to pay the Claimant a total salary of "175,000.00 EUR net of any Greek taxes". The Claimant

² 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).

³ P.A. KARRER, Basler Kommentar, No. 289 *ad* Art. 187 PILA.

⁴ JdT 1981 III, p. 93 (free translation).

⁵ Poudret/BESSON, Comparative Law of International Arbitration, London 2007, No. 717, pp. 625-626.

submitted evidence demonstrating that he coached the Respondent for the duration of the 2018-2019 season.

42. The Claimant also submitted documentary evidence of the salary instalments that he has, to date, been paid by the Respondent, save in respect of EUR 20,000.00 for which the Claimant submits he does not have a receipt. In the absence of any submissions to the contrary by the Respondent, the Arbitrator accepts the Claimant's submissions that to date he has been paid only EUR 110,000.00 by the Respondent in respect of his salary instalments, and that the Outstanding Salary Installments have not been paid.
43. The Arbitrator notes the Claimant's submission that the Respondent failed to engage in dialogue with the Claimant regarding the Outstanding Salary Instalments, including by failing to respond to a formal demand letter sent on 16 March 2020, requesting payment of the Outstanding Salary Instalments.
44. In light of the above, the Arbitrator finds that the Respondent is required to pay the Claimant EUR 65,000.00 net of any Greek taxes⁶ in unpaid salary.

7.2 Outstanding Bonus Payments

45. Clause 3.9 of the Employment Contract provides that the Claimant is entitled to a bonus payment of "35.000 EUR net of any Greek taxes" for achieving third place in the Greek Championships and a bonus payment of "15.000 EUR net of any Greek taxes" for coming in the top 8 of the Champions League.
46. The Claimant submitted documentary evidence that the Respondent reached both of these achievements and that he chased the Respondent for the Outstanding Bonus Payments on 16 March 2016. In light of this, and in the absence of any submissions

⁶ Clause 2 of the Employment Contract provides that the salary payments are made "net of any Greek taxes"

to the contrary by the Respondent, the Arbitrator finds that the Claimant is entitled to receive EUR 50,000.00 net of any Greek taxes from the Respondent in respect of the Outstanding Bonus Payments.

7.3 Tax Certificate

47. The Claimant requested that, in the event that he is awarded the Outstanding Amounts, the Respondent be required to provide him with a tax certificate indicating that any Greek tax liabilities arising as a result of the payment of the Outstanding Amounts have been paid by the Respondent.
48. Clause 3.6 of the Employment Contract provides that *“upon request of the COACH or his representatives, the CLUB agrees to supply a certificate indicating that applicable taxes in the level of tax rate needed in his country have been paid on behalf of the COACH”*. In light of the Arbitrator’s findings that the Claimant is entitled to payment of the Outstanding Amounts, the Arbitrator also finds that the Respondent must provide the Claimant with a tax certificate as detailed in the Employment Contract.

7.4 Interest

49. The Claimant has claimed interest on the Outstanding Amounts due to him from the Respondent at 5% per annum as follows:
- a) Interest in respect of the amount of EUR 12,500.00 from 28 February 2019 up to the date of payment;
 - b) Interest in respect of the amount of EUR 17,500.00 from 30 March 2019 up to the date of payment;
 - c) Interest in respect of the amount of EUR 17,500.00 from 30 April 2019 up to the date of payment;

- d) Interest in respect of the amount of EUR 17,500.00 from 30 May 2019 up to the date of payment;
- e) Interest in respect of the amount of EUR 35,000.00 from 30 June 2019 up to the date of payment; and
- f) Interest in respect of the amount of EUR 15,000.00 from 30 June 2019 up to the date of payment.

50. The Employment Contract does not provide for the payment of interest. However, default interest is a generally accepted principle which is embodied in most legal systems. Indeed, payment of interest is often a customary and necessary compensation for late payment and, according to BAT jurisprudence, default interest can be awarded even if the underlying agreement does not explicitly provide for an obligation to pay interest. The Arbitrator further considers, in line with BAT jurisprudence, that 5% per annum is a reasonable rate of interest. However, in keeping with BAT jurisprudence, the Arbitrator finds that interest is payable from the day after the relevant sums fell due, rather than the day that they fell due. Therefore, the Claimant is entitled to interest as follows:

- a) Interest in respect of the amount of EUR 12,500.00 from 1 March 2019 up to the date of payment;
- b) Interest in respect of the amount of EUR 17,500.00 from 31 March 2019 up to the date of payment;
- c) Interest in respect of the amount of EUR 17,500.00 from 1 May 2019 up to the date of payment;
- d) Interest in respect of the amount of EUR 17,500.00 from 31 May 2019 up to the date of payment;

- e) Interest in respect of the amount of EUR 35,000.00 from 1 July 2019 up to the date of payment; and
- f) Interest in respect of the amount of EUR 15,000.00 from 1 July 2019 up to the date of payment.

8. Costs

- 51. 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 may either be included in the award or communicated to the Parties separately. Furthermore, Article 17.3 of the BAT Rules provides that the award shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings.
- 52. On 2 October 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 at EUR 6,850.00.
- 53. Article 17.3 of the BAT Rules provides that the award shall determine which party shall bear the arbitration costs and in which proportion and that, as a general rule, the award shall grant the prevailing party a contribution towards its reasonable legal fees and expenses incurred in connection with the proceedings. In doing so, “*the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and financial resources of the parties.*”

54. The Claimant has been successful in respect of the entirety of his claims. The Arbitrator considers that this is the starting point for determining the proportion of the arbitration costs to be borne by the Respondent. The Arbitrator notes that the Respondent has failed to pay its share of the advance on costs and has failed entirely to engage in these proceedings. In the circumstances of the case, the Arbitrator considers it is fair and in application of Article 17.3 of the BAT Rules, that the costs of the arbitration be borne by the Respondent.

55. The Claimant submitted an account of costs which stated as follows:

FEES

Standard Minimum Fees: 7.500 Euro

(For case of dispute higher than Euro 100.000, standard complexity):

EXPENSES:

Settlement of general expenses (15%): 1.125 Euro

TOTAL OF FEES AND EXPENSES TO BE PAID 8.625 Euro”.

56. While the Claimant’s account of costs did not refer to the non-reimbursable handling fee of EUR 3,000.00, the Claimant’s request for relief did claim “court fees” (as well as separately claiming the advance on costs). The Arbitrator interprets this reference to court fees as a claim for the non-reimbursable handling fee.

57. The Arbitrator notes that the Claimant’s legal representatives have submitted a “*standard minimum fee*” for a case “*of dispute higher than Euro 100.000, standard complexity*”. The Arbitrator considers this to be a dispute not only of low complexity (noting that the Respondent did not make any submissions) but also one requiring very limited submissions by the Claimant. In these circumstances, the Arbitrator considers the Claimant’s claim of EUR 8,625.00 in legal fees and EUR 3,000.00 for the non-reimbursable handling fee to be excessive. In light of the circumstances of this case, the Arbitrator considers that a fair contribution towards the Claimants’ legal fees and expenses (including the non-reimbursable handling fee) would be EUR 6,000.00.

58. Therefore, the Arbitrator decides:

- a) the Respondent shall pay the Claimant EUR 6,850.00, as reimbursement of arbitration costs advanced by the Claimant;
- b) the Respondent shall pay to the Claimant EUR 6,000.00, as a contribution towards the Claimant's legal fees; and
- c) the BAT shall reimburse EUR 150.00 to the Claimant, being the difference between the arbitration costs advanced by him and the arbitration costs fixed by the BAT President.

9. AWARD

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

- 1. AEK NEA KAE 2014 (AEK Athens BC) shall pay to Mr. Luca Banchi EUR 115,000.00 in respect of unpaid salary and bonus payments, net of any Greek taxes, together with interest at a rate of 5% as follows:**
 - a. on EUR 12,500.00 from 1 March 2019 until the date of payment;**
 - b. on EUR 17,500.00 from 31 March 2019 until the date of payment;**
 - c. on EUR 17,500.00 from 1 May 2019 until the date of payment;**
 - d. on EUR 17,500.00 from 31 May 2019 until the date of payment;**
 - e. on EUR 35,000.00 from 1 July 2019 until the date of payment; and**
 - f. on EUR 15,000.00 from 1 July 2019 until the date of payment.**
- 2. AEK NEA KAE 2014 (AEK Athens BC) shall provide Mr. Luca Banchi with a tax certificate indicating that applicable Greek taxes have been paid on behalf of Mr. Luca Banchi.**
- 3. AEK NEA KAE 2014 (AEK Athens BC) shall pay Mr. Luca Banchi the amount of EUR 6,850.00 as reimbursement for his arbitration costs. The balance of the Advance on Costs, in the amount of EUR 150.00, will be reimbursed to Mr. Luca Banchi by the BAT.**
- 4. AEK NEA KAE 2014 (AEK Athens BC) shall pay Mr. Luca Banchi the amount of EUR 6,000.00 as a contribution towards his legal fees and expenses.**
- 5. Any other or further-reaching requests for relief are dismissed.**



BASKETBALL
ARBITRAL TRIBUNAL

Geneva, seat of the arbitration, 8 October 2020

Rhodri Thomas
(Arbitrator)