



BASKETBALL
ARBITRAL TRIBUNAL

CORRECTED ARBITRAL AWARD

(BAT 1667/21)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Annett Rombach

in the arbitration proceedings between

Mr. Dimitrios Kaklamanakis,

- Claimant -

represented by Mr. Nikolaos Petratos-Livieratos, attorney at law

vs.

AEK BSA (AEK NEA KAE 2014),
466, Irakliou Avenue, 14122 Athens, Greece

- Respondent -

1. The Parties

1.1 The Claimant

1. Mr. Dimitrios Kaklamanakis (the “**Player**” or “**Claimant**”) is a professional basketball player of Greek nationality.

1.2 The Respondent

2. AEK BSA (AEK NEA KAE 2014) (the “**Club**” or the “**Respondent**”) is a professional basketball club competing in the Greek Basketball League (GBL).

2. The Arbitrator

3. On 19 March 2021, Mr. Raj Parker, Vice-President of the Basketball Arbitral Tribunal (the “**BAT**”), appointed Ms. Annett Rombach as arbitrator (the “**Arbitrator**”) pursuant to Articles 0.4 and 8.1 of the Rules of the Basketball Arbitral Tribunal (the “**BAT Rules**”). Neither of the Parties has raised any objections to the appointment of the Arbitrator or to her declaration of independence.

3. Facts and Proceedings

3.1 Summary of the Dispute

4. The relevant facts and allegations presented in the Parties’ written submissions and evidence are summarized below. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows.
5. On 3 July 2019, the Player and the Club entered into an employment agreement pursuant to which the Club engaged the Player as a professional basketball player for the playing seasons 2019-20 and 2020-21 (the “**Player Contract**”).

6. Pursuant to Clause 6 of the Player Contract, the Club promised to pay the Player a total salary of EUR 70,000.00 net of Greek taxes for the season 2019-20, payable in 10 (ten) equal monthly instalments between 30 September 2019 and 30 June 2020. For the season 2020-21, the Player was to receive a total net salary of EUR 80,000.00 in accordance with the same payment terms. Pursuant to Clause 7 of the Player Contract, the Player was promised the payment of certain success-related bonuses, *inter alia*, in the case of winning the Greek Cup (EUR 8,000 net of taxes). Bonuses were to become payable within 60 days of their respective achievement (Clause 7 b).
7. In Clause 13, the Player Contract provides for an opt-out clause in favour of the Club, to be exercised after the last game of the 2019-20 season (but not later than 30 June 2020), against payment of a buy-out fee to the Player in the amount of EUR 10,000.00 within 20 (twenty) days of the Club's termination notice.
8. Until 31 January 2020, the Club paid a total amount of EUR 35,000.00 (five instalments of EUR 7,000.00, respectively) to the Player.
9. On 16 February 2020, the Club beat the club Promitheas Patras and won the Greek Cup.
10. On 13 March 2020, the Hellenic Basketball Federation ("**HEBA**") suspended the Greek basketball league as a result of the COVID-19 pandemic. On 1 May 2020, the Greek Minister of Sports announced HEBA's decision to cancel the 2019-20 season. A few days later, the Club informed the Player about its intention to terminate the Player Contract because of financial difficulties caused by the COVID-19 pandemic. On 21 May 2020, HEBA ratified the final results of the 2019-20 season, with the Respondent finishing the Greek Championship in 2nd position.
11. On 16 May 2020, the Player and the Club entered into a resolution agreement (the "**Resolution Agreement**"), pursuant to which the Parties agreed to end their

contractual relationship against certain payments to be made by the Club to the Player as follows (Clause 2 of the Resolution Agreement):

- a. *the CLUB will pay the full salary of the PLAYER due February 29th 2020 in the amount of EUR 7,000 (Euros seven thousand) net of any Greek taxes no later than May 15th 2020*
- b. *the CLUB will exercise its' opt-out clause, as it is stated in paragraph 13 of PRIOR CONTRACT, by paying to the PLAYER the amount of EUR 10.000 (Euros ten thousand) no later than June 30th 2020*
- c. *the CLUB will pay the full Greek Cup Winner bonus of the Player in the amount of EUR 8.000 (Euros eight thousand) net of any Greek taxes on October 15th 2020*
- d. *the CLUB will pay the full salary of the PLAYER due March 30th 2020 in the amount of EUR 7.000 (Euros seven thousand) net of any Greek taxes on November 15th 2020*
- e. *All taxes of the player, related to the income (years of income 2019 and 2020) he received already by the CONTRACT or will receive according to this Agreement, as per the official Tax Clearance that the player will have to provide to the Club”.*

12. With regard to the taxation obligations, Clause 3 of the Resolution Agreement provides as follows:

“[...] The CLUB will be obliged to pay ON TIME all taxes related to the income of the PLAYER, received from this contract as well as the prior one and provide the tax certificates for all payments made to tax authority on behalf of the PLAYER. In case of delaying to pay any tax payments or part of it, the Club will be obliged to pay the interest and or penalties imposed by the Tax Authority in the name of the player.”

13. In Clause 5, the Parties agreed on the consequences of a payment delay by the Club, which they describe as follows:

“In the event that any scheduled payments of this RESOLUTION are not made by the Club within 5 days of the applicable payment date, the Player has to send written notice to the Club and if the Club does not fulfil financial obligation towards Player in total within 5 days, the entire PRIOR CONTRACT's financial responsibility of the CLUB towards the PLAYER will be due and payable immediately (minus any amounts already paid under this RESOLUTION).”

14. The Club did not make any payment to the Player under the Resolution Agreement.
15. In November 2020, the Club executed a settlement with the Greek Tax Authorities, which determined the Player's income tax in the amount of EUR 9,241.04, payable in 24 (twenty four) instalments of EUR 385.04 each. The Club only paid the tax instalments for November and December 2020, but not for any of the following months.
16. On 11 February 2021, the Player's legal counsel sent a warning notice to the Club, requesting it to pay the outstanding amounts under the Resolution Agreement within 5 (five) days to the Player. The notice remained unanswered and no amounts were paid by the Club.

3.2 The Proceedings before the BAT

17. On 26 February 2021, the BAT received a Request for Arbitration together with several exhibits filed by the Claimant in accordance with the BAT Rules. The non-reimbursable handling fee of EUR 3,000.00 was received in the BAT bank account on 1 March 2021.
18. On 25 March 2021, the BAT informed the Parties that Ms. Annett Rombach had been appointed as Arbitrator in this matter, invited the Respondent to file its Answer in accordance with Article 11.4 of the BAT Rules by no later than 8 April 2021 (the "**Answer**"), and fixed the amount of the Advance on Costs to be paid by the Parties by 5 April 2021 as follows:

<i>"Claimant (Mr. Dimitrios Kaklamanakis)</i>	<i>EUR 3,750.00</i>
<i>Respondent (AEK BSA (AEK NEA KAE 2014))</i>	<i>EUR 3,750.00"</i>

19. By procedural order of 9 April 2021, BAT acknowledged receipt of Claimant's share of the Advance on Costs and noted Respondent's failure to pay its share and to submit its Answer. In accordance with Article 9.3 of the BAT Rules, Claimant was invited to substitute for Respondent's (yet unpaid) share by no later than 23 April 2021 in order

to ensure that the arbitration could proceed. The Respondent was granted a final opportunity to file an Answer within the same time limit.

20. On 26 April 2021, BAT acknowledged receipt of the full amount of the Advance on Costs, paid by the Claimant, and the Respondent's failure to submit its Answer. The Arbitrator invited the Claimant to comment on whether his salary payment claim could be subject to a reduction under the BAT's COVID-19 Guidelines issued on 20 April 2020 by the BAT President, Vice-President and Arbitrators (the "**Guidelines**"), by no later than 6 May 2021.
21. On 4 May 2021, the Claimant replied to the procedural order (the "**Reply**") and submitted further evidence.
22. On 26 May 2021, the Arbitrator (in accordance with Article 12.1 of the BAT Rules) declared that the exchange of documents was completed and requested the Parties to submit their detailed cost accounts by 2 June 2021. The Claimant submitted his cost account on 31 May 2021. The Respondent did not submit any cost account.
23. As neither of the Parties requested to hold a hearing, the Arbitrator decided, in accordance with Article 13.1 of the BAT Rules, not to hold a hearing and to render the award based on the written record before her.

4. The Position of the Parties

4.1 Claimant's Position and Request for Relief

24. The Claimant submits the following in substance:
 - The Respondent has failed to pay the requested compensation under the Resolution Agreement in the total amount of EUR 32,000.00;

- As a result, according to Clause 5 of the Resolution Agreement, the Respondent's financial responsibilities under the original Player Contract were resurrected and became immediately due and payable. Therefore, the Claimant is also entitled to the outstanding salary instalments for April, May and June 2020 in the total amount of EUR 21,000,00 net (3x EUR 7,000.00), which had been waived under the Resolution Agreement;
- The Claimant's claim cannot be subject to a reduction under the Guidelines for procedural, substantial and moral/legal reasons:
 - The Guidelines are not binding rules of mandatory application;
 - The Respondent did not invoke the Guidelines as a defence. Therefore, it cannot benefit from them;
 - The Claimant followed the principles set by the Guidelines when he pursued and entered into the Resolution Agreement with the Respondent. By terminating his employment with Respondent under the Resolution Agreement, the Claimant suffered a financial damage because the annual salary he contracted for with his new club for the 2020-21 season is EUR 40,000 lower than the salary he would have received from the Club. It would be unfair to reduce the amounts to be received from the Club even further;
 - Under the Guidelines, the consequences of the COVID-19 crisis cannot be allocated to one party alone;
 - The Claimant acted in good faith while the Respondent ignored the Claimant and paid nothing. The Respondent stopped paying due taxes and also ignored Claimant's warning notice of 11 February 2021;
 - The Respondent has sufficient funds to fulfil its financial obligations towards the Claimant. The Greek Government supported the Respondent in order to cure the financial problems caused by the COVID-19 pandemic. This needs to be taken into account if the Guidelines were to

be applied.

25. With his Request for Arbitration dated 26 February 2021, the Claimant requested the following relief:

“On the basis of data, legal arguments and allegations above, Claimant requests that the BAT:

a) establishes its arbitral jurisdiction on this dispute and the admissibility of this Request

b) accepts the claim of Claimant in its entirety

c) establishes and confirms that Respondent breached the Resolution Agreement dated May 16, 2020, by paying NOTHING of its acknowledged and promised to pay debt of 32.000 euros net ; therefore Respondent became obliged to pay 3 salaries more, i.e. 21.000 euros net more, of season 2019-20, as it was initially agreed with Contract of Athletic Services dated July 3, 2019, for rendering Claimant’s services for season 2019-20; therefore Respondent still owes and is ordered to pay to the Claimant the amount of 53.000 (fifty three thousand) euros net of all and any Greek taxes plus interest 5% from February 17, 2021 until the entire payment

d) orders the Respondent to pay all fee, costs and legal expenses incurred by the Claimant in connection with the proceedings before the BAT.” (emphasis in the original)

4.2 Respondent’s Position and Request for Relief

26. Despite several invitations to do so, the Respondent did not participate in the present proceedings.

5. The Jurisdiction of the BAT

27. As a preliminary matter, the Arbitrator wishes to emphasize that, since the Respondent did not participate in the arbitration, she will examine her jurisdiction *ex officio*, on the

basis of the record as it stands.¹

28. Pursuant to Art. 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”).
29. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
30. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus arbitrable within the meaning of Art. 177(1) PILA.
31. The Player Contract (Clause 16) contains the following dispute resolution clause in favour of BAT:

“Any dispute arising from or related to the present Contact shall be submitted to the FIBA 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, irrespective of the parties’ domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.”
32. The Resolution Agreement (Clause 6) provides for an identical arbitration clause in favour of BAT.
33. Both arbitration agreements (Clause 16 of the Player Contract and Clause 6 of the Resolution Agreement) are in written form and thus fulfil the formal requirements of

¹ Judgement of the Swiss Federal Tribunal, 120 II 155, 162.

Article 178(1) PILA.

34. With respect to substantive validity, the Arbitrator considers that there is no indication in the file which could cast any doubt on the validity of the arbitration agreements in the present matter under Swiss law (cf. Article 178(2) PILA).

35. Hence, the Arbitrator has jurisdiction to decide the present dispute.

6. Respondent's Non-Participation in the Present Proceedings

36. Article 14.2 of the BAT Rules specifies that *“the Arbitrator may [...] proceed with the arbitration and deliver an award”* if *“the Respondent fails to submit an Answer.”* The Arbitrator's authority to proceed with the arbitration in case of default by one of the parties is in accordance with Swiss arbitration law and the practice of the BAT.² However, the Arbitrator must make every effort to allow the defaulting party to assert its rights.

37. This requirement has been met in the present case. The Respondent was informed of the initiation of the proceedings and of the appointment of the Arbitrator in accordance with the relevant rules. It was also given sufficient opportunity to respond to Claimant's Request for Arbitration. Furthermore, Respondent was given sufficient notice of the fact that in case of its failure to submit an Answer the Arbitrator may nevertheless proceed with the arbitration and deliver an award. The Respondent, however, chose not to participate in this arbitration.

7. Applicable Law – ex aequo et bono

38. With respect to the law governing the merits of the dispute, Article 187(1) PILA provides

² See *ex multis* BAT cases 0001/07; 0018/08; 0093/09; 0170/11.

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 reads as follows:

“the parties may authorize the arbitral tribunal to decide ex aequo et bono”.

39. Under the heading "Applicable Law to the Merits", Article 15.1 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.”

40. In the arbitration agreements cited above at para. 31/32, the Parties have explicitly directed and empowered the Arbitrator to decide this dispute *ex aequo et bono* without reference to any other law. Consequently, the Arbitrator will decide the issues submitted to her in this proceeding *ex aequo et bono*.

41. In light of the foregoing considerations, the Arbitrator makes the findings below.

8. Findings

42. The Player seeks outstanding payments relating to the 2019-20 season (salary, bonuses, buy-out fee) under the Resolution Agreement and the (resurrected) Player

Contract (below at 8.1), together with default interest (below at 8.2).

8.1 The Player's Outstanding Salary, Bonuses and Buy-Out Fee

43. Pursuant to Clause 2 of the Resolution Agreement signed between the Parties on 16 May 2020, the Player was entitled to receive the following payments, totalling EUR 32,000.00 (see also above at para. 11):
- The February 2020 salary in the full amount of EUR 7,000 (by 15 May 2020);
 - The March 2020 salary in the full amount of EUR 7,000 (by 15 November 2020);
 - A bonus for winning the Greek Cup in the amount of EUR 8,000 (by 15 October 2020);
 - The Buy-Out Fee in the amount of EUR 10,000 (by 30 June 2020).
44. The Player submits that the Club has not made any of these payments, and that the Club has also failed to react to his warning letter sent on 11 February 2021. The Club, which has not participated in the present arbitration despite several invitations, has not disputed the alleged payment default before or during the present arbitration. The Arbitrator has no indication that the Player's submissions are untrue or incorrect.
45. Hence, Clause 5 of the Resolution Agreement was triggered, which provides that if the Club does not make the outstanding payments within 5 days after receipt of a warning letter, "*the entire PRIOR CONTRACT's financial responsibility of the CLUB towards the PLAYER will be due and payable immediately (minus any amounts already paid under this RESOLUTION)*". Accordingly, as of 17 February 2021 (i.e. 5 days after the Club received the Player's warning letter), the original Player Contract was resurrected, and the Player became entitled to receive any outstanding amounts owed under the Player Contract, including any salary he had previously waived under the Resolution Agreement.

46. This includes, in principle, the following amounts (totalling the amounts claimed in the request for relief, EUR 53,000.00):
- The full outstanding salary in the amount of EUR 35,000.00, corresponding to the unpaid instalments for February, March, April, May and June 2020;
 - The bonus for winning the Greek Cup in the amount of EUR 8,000.00;
 - The Buy-Out Fee in the amount of EUR 10,000 (by 30 June 2020).
47. The question is whether the Player's payment claims are subject to a reduction under the Guidelines, given that at least a part of the Player's salary relates to the period in which the basketball season was suspended as a result of the COVID-19 pandemic. As a matter of principle, the Arbitrator wishes to highlight that the Guidelines are not a binding document (see second bullet-point on page 2 of the Guidelines) and that they do not necessarily have to be invoked by a party for application. They incorporate principles only, to which there may be exceptions depending on the circumstances of the individual case (see first bullet-point on page 2 of the Guidelines). Moreover, each case has to be judged on its merits, taking into account all relevant circumstances and deciding *ex aequo et bono* unless otherwise agreed by the parties (third paragraph on page 1 of the Guidelines).
48. The Arbitrator notes that the Guidelines emphasize the important concept of party autonomy, by providing (in Clause II. 5.) that "*[a]micable Settlements entered into after the beginning of the Lockdown Period will be rebuttably presumed to have been executed by the parties with a view to addressing the consequences of the COVID-19 crisis.*"
49. The Resolution Agreement is a settlement between the Player and the Club which was entered on 16 May 2020, i.e. after the beginning of the Lockdown Period, and, in fact, even after the ultimate cancellation of the entire 2019-20 season. Hence, the Arbitrator

finds it convincing to apply the presumption of Clause II. 5. of the Guidelines to the present case. When the Parties executed the Resolution Agreement, all of the effects of the pandemic were known to them, and even the Guidelines had by then been published and were available to the Parties for their consideration. The Club knew, or at least could have known, that the resurrection of the Player Contract in case of its payment default would result in the Player receiving more salary than he would potentially have received under the Guidelines. Under these circumstances, the Arbitrator is called to respect the Parties' agreements, which are prevailing over any non-binding recommendations or guidelines, unless she finds such agreements to be incompatible with international public policy.

50. This is, however, not the case here. In this context, it is also important to emphasize the Club's conduct after the execution of the Resolution Agreement. Not only did the Club not make any payment to the Player at all (leaving him, potentially, in a difficult situation under the precarious circumstances of the pandemic), it also ignored the Player's payment requests and simply ignored the situation by not communicating with the Player at all. The Club also remained silent throughout the present proceedings, forcing the Player to advance additional money from his own funds for the conduct of this BAT arbitration.
51. As a result, the Arbitrator finds that the terms of the Resolution Agreement, including the resurrection of the original Player Contract, must be respected, and that the Club is responsible to pay to the Player the outstanding amounts, which remain unpaid under the Player Contract until today.
52. In terms of the "net" or "gross" nature of the requested payments, the Arbitrator finds the following:
 - The Player's salary was to be paid "*net of Greek taxes*" (Clause 6 a) of the Player Contract);

- The Player's bonuses were to be paid "*net of Greek income taxes and social security charges*" (Clause 7 b) of the Player Contract);
- The Buy-Out Fee in the amount of EUR 10,000 is not expressly identified as a "net" payment. The Arbitrator does not find any basis in the Player Contract to grant Claimant's request for a "net" payment of the Buy-Out Fee.

8.2 Interest

53. The Claimant requests interest on the claimed amounts at the rate of 5% per annum from 17 February 2021.
54. Neither the Player Contract nor the Resolution Agreement provide for an express agreement regarding interest.
55. According to constant BAT jurisprudence, default interest can be awarded even if the underlying agreements 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 Claimant and in correspondence with the standing BAT jurisprudence, the default interest rate is of 5% per annum.
56. As to the date from which interest shall start running, the Arbitrator notes that the Resolution Agreement foresees that if "*any scheduled payments of this RESOLUTION are not made by the Club within 5 days of the applicable payment date, the Player has to send written notice to the Club and if the Club does not fulfil financial obligation towards Player in total within 5 days, the entire PRIOR CONTRACT's financial responsibility of the CLUB towards the PLAYER will be due and payable immediately [...]*".
57. As the Player sent his warning letter to the Club on 11 February 2021 and the Club did not make the requested payments within five days, the full remaining compensation of

EUR 53,000.00 for the 2019-20 season became due on 17 February 2021, i.e. after expiry of the fifth day. Therefore, the Arbitrator finds that interest shall accrue as of 18 February 2021, i.e. the day after the due date, in accordance with BAT jurisprudence.

8.3 Summary

58. The Player is entitled to receive EUR 43,000.00 net of Greek taxes and EUR 10,000.00, together with interest of 5% p.a. from 18 February 2021 until complete payment.

9. Costs

59. In respect of determining the arbitration costs, Article 17.2 of the BAT Rules provides as follows:

“At the end of the proceedings, the BAT President shall determine the final amount of the arbitration costs, which shall include the administrative and other costs of the BAT, the contribution to the BAT Fund (see Article 18), the fees and costs of the BAT President and the Arbitrator, and any abeyance fee paid by the parties (see Article 12.4). [...]”

60. On 20 July 2021, the Vice-President of the BAT determined the arbitration costs in the present matter to be EUR 6,350.00.

61. As regards the allocation of the arbitration costs as between the Parties, Article 17.3 of the BAT Rules provides as follows:

“The award shall determine which party shall bear the arbitration costs and in which proportion. [...] When deciding on the arbitration costs [...], the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.”

62. Considering that it was the Claimant who entirely prevailed in this arbitration, it is consistent with the provisions of the BAT Rules and BAT jurisprudence that 100% of

the fees and costs of the arbitration, as well as 100% of the Claimant's reasonable legal fees and expenses, be borne by the Respondent. Hence, Respondent shall reimburse Claimant for the full arbitration costs, which had been advanced by Claimant alone. The remainder of the Advance on Costs, in the amount of EUR 1,150.00, will be reimbursed to the Claimant by the BAT.

63. In relation to the Parties' legal fees and expenses, Article 17.3 of the BAT Rules provides that

“as a general rule, the award shall grant the prevailing party a contribution towards any reasonable legal fees and other expenses incurred in connection with the proceedings (including any reasonable costs of witnesses and interpreters). When deciding [...] on the amount of any contribution to the parties' reasonable legal fees and expenses, the Arbitrator shall primarily take into account the relief(s) granted compared with the relief(s) sought and, secondarily, the conduct and the financial resources of the parties.”

64. Moreover, Article 17.4 of the BAT Rules provides for maximum amounts that a party can receive as a contribution towards its reasonable legal fees and other expenses. The maximum contribution (excluding the handling fee) for an amount in dispute between EUR 30,001.00 and EUR 100,000.00 is EUR 7,500.00. The amount in dispute in this case is EUR 53,000.00.
65. The Claimant claims EUR 7,254.00 (incl. VAT) in lawyer's fees. This is almost the maximum amount available under Article 17.4 of the BAT Rules. The Claimant does not provide any explanation of these fees, and, therefore, lacks the required detail for substantiating his legal fee claim. The Arbitrator has no information about the fee arrangement the lawyer made with his client, hourly rates, hours worked etc. Under the circumstances of this relatively straight-forward case, in which the Respondent did not participate and in which no hearing took place, the Arbitrator finds the claimed amount to be excessive. Deciding *ex aequo et bono*, the Arbitrator finds that an appropriate contribution towards Claimant's legal fees and expenses is EUR 4,000.00.



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66. Furthermore, Claimant is entitled to be reimbursed for the non-reimbursable handling fee in the amount of EUR 3,000.00.

10. Award

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

- 1. AEK BSA (AEK NEA KAE 2014) is ordered to pay Mr. Dimitrios Kaklamanakis the amount of EUR 43,000.00 net of Greek taxes and the amount of EUR 10,000.00, together with interest of 5% per annum on such amounts from 18 February 2021 until complete payment.**
- 2. AEK BSA (AEK NEA KAE 2014) is ordered to pay Mr. Dimitrios Kaklamanakis EUR 6,350.00 as reimbursement of the arbitration costs advanced by him.**
- 3. AEK BSA (AEK NEA KAE 2014) is ordered to pay to Mr. Dimitrios Kaklamanakis EUR 7,000.00 as a contribution towards his legal fees and expenses.**
- 4. Any other or further reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 23 August 2021

Annett Rombach
(Arbitrator)