



**BASKETBALL**  
ARBITRAL TRIBUNAL

**ARBITRAL AWARD**

(BAT 0335/12)

by the

**BASKETBALL ARBITRAL TRIBUNAL (BAT)**

**Mr. Ulrich Haas**

in the arbitration proceedings between

**Mr. Marc Salyers**

- Claimant 1 -

**Mr. Guy Zucker**

Zucker International, P.O. Box 2919, 94530 El Cerrito, California, USA

- Claimant 2 -

both represented by Mr. Sébastien Ledure, Lorenz International Lawyers,  
Boulevard du Régent 37-40, 1000 Brussels, Belgium

vs.

**Trabzonspor Basketball Kulübü Derneği**

Mehmet Ali Yilmaz Tesisleri Ahmet Suat Özyazıcı Cad. Havalimani Altı,  
61830 Trabzon, Turkey

- Respondent -

## **1. The Parties**

### **1.1 The Claimants**

1. Mr. Marc Salyers (hereinafter also referred to as “the Player” or “Claimant 1”) is a professional basketball player. Mr. Guy Zucker (hereinafter also referred to as “the Agent” or “Claimant 2”) is the agent of the Player.

### **1.2 The Respondent**

2. Trabzonspor Basketball Kulübü Derneği (hereinafter referred to as “Club” or “Respondent”) is a professional basketball club located in Turkey. The Club played in the second national division of Turkey during the season 2012/2013.

## **2. The Arbitrator**

3. On 21 October 2012, the President of the Basketball Arbitral Tribunal (the “BAT”) Prof. Richard H. McLaren, appointed Prof. Dr. Ulrich Haas as arbitrator (the “Arbitrator”) pursuant to Article 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 his declaration of independence.

## **3. Facts and Proceedings**

### **3.1 Summary of the Dispute**

4. On 1 November 2011, the Respondent and the Player signed an agreement (hereinafter also referred to as the “Contract”), according to which Respondent engaged the Player as a professional basketball player for the remainder of the 2011/2012 season.



**BASKETBALL**  
ARBITRAL TRIBUNAL

5. Article 4 and 5 of the Contract provide as follows:

“ARTICLE 4 – PAYMENTS

*For the above mentioned period of time, Player will receive a total amount of payments of ONE HUNDRED AND FIVE THOUSAND DOLLARS (\$105,000 net US Dollars) for the season 2011/2012 to be paid according to the following schedule and paid in full within 3 days of club’s official last game:*

<i>24 hours after Medical Exam</i>	<i>\$ 15,000</i>
<i>On December 5<sup>th</sup>, 2011</i>	<i>\$ 15,000</i>
<i>On January 5<sup>th</sup>, 2012</i>	<i>\$ 15,000</i>
<i>On February 5<sup>th</sup>, 2012</i>	<i>\$ 15,000</i>
<i>On March 5<sup>th</sup>, 2012</i>	<i>\$ 15,000</i>
<i>On April 5<sup>th</sup>, 2012</i>	<i>\$ 15,000</i>
<i>On May 5<sup>th</sup>, 2012</i>	<i>\$ 15,000</i>
<b>TOTAL</b>	<b>\$ 105,000</b>

*If any scheduled payment as mentioned in the Article 4 above, is not received in Player’s bank within ten (10) calendar days of the date due, the Player’s performance obligations shall cease to exist and he will be allowed to sit out all practices and games, without any penalty from Club, until all payments have been made. If any scheduled payment as mentioned in the Article 4 above, is not received in Player’s bank within twenty (20) calendar days of the date due, Player shall have the right, at Player’s option, to terminate this Contract, via written notice (by either Fax or Email) from the Agent, and accelerate all future payments required under this Contract. In this case, Player shall be free to leave the Club immediately with his FIBA Letter of Clearance to join any basketball team worldwide, but the duties and liabilities/obligations of Club toward Player and Agent under this Contract shall continue in full force and effect. Furthermore, the Club shall have no rights over or with respect to Player, and the Club will not be entitled to request or receive any payments pertaining to the Player playing basketball anywhere in the world.*

*All notices to the Parties shall be considered valid if sent to the following:*

*[.....]*

ARTICLE 5– GUARANTEED CONTRACT

*The Club agrees that this Contract is a fully guaranteed, No-Cut Contract. The payment of the guaranteed Base Salary to Player is not contingent upon anything other than the Player not materially breaching this Contract. In this regard, even if Player is suspended or released from the Club or this Contract is terminated or suspended by Club due to Player’s lack of or failure to exhibit sufficient skill, Player’s death, illness, injury or other mental or physical disability (whether incurred on or off the court) or for any other reason whatsoever other than Player’s direct and material breach of this Contract, Club shall nevertheless be required to pay to Player, on the dates set forth above, the full amounts set forth above.*

*It is understood by Player that this Contract will not be guaranteed for injuries suffered by Player while:*



## BASKETBALL ARBITRAL TRIBUNAL

- I. *Player materially breached this Contract;*
- II. *Player is legally intoxicated during games or practices;*
- III. *Player is under the influence of illegal substance;*
- IV. *Player participated in a sport which endangered his health or safety (including, but not limited to, boxing, wrestling, motorcycling, moped-riding, auto racing, sky-diving and hand-gliding);*
- V. *Player was wilful or grossly negligent in his activities off the basketball court;*
- VI. *The injury is caused by the medical reason which was known or deemed to be known and hidden by the Player.*

*Any of the events listed in any of clauses (I) through (VI) above is an "Exclusionary Event".*

*In the event of the Player's death, for any reason other than caused by an Exclusionary Event, during the term of this Contract, the Club shall pay to the Player's designated beneficiary, all payments required to be paid to Player hereunder as and when payable hereunder."*

6. Article 12 of the Contract provides as follows:

"ARTICLE 12 – AGENT FEES

*Upon invoice, the Club agrees to pay an Agent's Commission as follows to the following Agents listed on this Contract: The Club agrees to pay the Agent GUY ZUCKER Ten Thousand Five Hundred Dollars (\$ 10,500 USD) immediately per his invoice and the club will pay total amount of money in two payments. First payment is Five Thousand Five Hundred Dollars (\$ 5,500 USD) will no later than December 1<sup>st</sup>, 2011. Second Payment is Five Thousand Dollars (\$ 5,000 USD) will no later than March 15<sup>th</sup>, 2011."*

7. On 24 January 2012, Claimant 2 sent a notice by email to the Respondent that reads as follows:

*"Dear Sir,*

*As of today, January 24, Marc Salyers has not received his January 5<sup>th</sup> salary, \$15,000. As you know, Art. 4 of your contract with Mr. Salyers clearly states that he has the right to terminate the contract in case his salary is not received within 20 days of the scheduled payment date. In such case, your club will have to pay him the rest of the payment for the duration of the season.*

*Moreover, Mr. Salyers could have been sitting out, since January 16, as the contract specifies, but has chosen not to, so far, in order to help out the club. I urge you to make this overdue payment immediately.*

*[...]"*

8. On 1 February 2012, Claimant 2 sent a second notice by email to the Respondent which read as follows:

*“Dear Sir,*

*As of today, February 1, 2012, your club has still not paid Marc Salyers his January 5 salary of \$15,000. You have been in breach of contract, which has resulted in Mr. Salyers discontinuing his participation in practices. His February 5 salary is due in four days. Mr. Salyers will not participate in any club activities, as is his right, as stated in Art. 4 of his contract in case of non-payment, until his overdue salary is paid.*

*Please consider this your final warning before Mr. Salyers will have no choice but to terminate his contract with you and pursue legal action against your club in BAT. Thank you.”*

9. In response to the above email, Respondent on the same day made a settlement proposal to Claimants whereby payment of an amount of USD 10,000 to Claimant 1 and an amount of USD 2,000 to Claimant 2 was offered in order to terminate the Contract.
10. By email of the same day, Claimant 2 rejected the offer and made a counter proposal for a settlement agreement, according to which Respondent should pay an amount of USD 28,000 to Claimant 1 and an amount of USD 2,500 to Claimant 2 in order to terminate the Contract.
11. By email of same date, Respondent rejected Claimant 2’s counter proposal and submitted a new proposal according to which Claimant 1 would be entitled to an amount of USD 15,000 and Claimant 2, to an amount of USD 2,500.
12. Claimant 2 also rejected this new proposal by Respondent and – on the same day – sent a notice of termination that reads – *inter alia* – as follows:

*““Dear Sir,*



# BASKETBALL ARBITRAL TRIBUNAL

*In view of your failure to pay Marc Salyers' January 5, 2012 salary, \$15,000, he has instructed me to give you an official notice of termination of his contract with your club. As specified in Article 4 of the contract, Mr. Salyers is exercising his right to terminate the contract, since your club has failed to pay his salary for 27 days now, well beyond the 20-day breach-of-contract period.*

*Thank you."*

13. On 20 March 2012, Counsel for the Claimants sent a formal notice by fax, email and registered letter to the Respondent claiming in favour of the Player USD 15,000 (for the month of January 2012) and USD 60,000 as severance payment (for the months February through May) as well as interest on the total amount.
14. On 16 April 2012, Counsel for the Claimants sent another formal notice to the Respondent claiming USD 75,000 (plus interest) in favour of the Player and USD 5,200 in favour of the Agent.

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

15. On 17 October 2012, Claimants' counsel filed a Request for Arbitration (with several exhibits) on behalf of the Claimants and in accordance with the BAT Rules. The non-reimbursable fee of EUR 2,000 had been received in the BAT bank account on 14 May 2012.
16. On 21 November 2012, the BAT informed the Parties that Prof. Dr. Ulrich Haas had been appointed as Arbitrator in this matter; invited the Respondent to file its Answer in accordance with Article 11.2 of the BAT Rules no later than by 18 December 2012 (the "Answer"); and fixed the amount of the Advance on Costs to be paid by the Parties no later than by 7 December 2012 as follows:

<i>"Claimant 1 (Mr. Marc Salyers)</i>	<i>EUR</i>	<i>3,500</i>
<i>Claimant 2 (Mr. Guy Zucker)</i>	<i>EUR</i>	<i>500</i>
<i>Respondent (Trabzonspor Basketbal)</i>	<i>EUR</i>	<i>4,000"</i>

17. On 21 December 2012, the BAT Secretariat confirmed receipt of Claimants' share of the Advance on Costs (in the amount of EUR 3,980). Furthermore, it informed the Parties that the Respondent had failed to submit an Answer to the Request of Arbitration and to pay its share of the Advance of Costs. In accordance with Article 9.3 of the BAT Arbitration Rules, the BAT Secretariat invited the Claimants to substitute for the Respondent's share of the Advance of Costs. In addition it fixed a final "délai de grâce" for the Respondent until 2 January 2013 to submit its Answer. However, no such Answer was filed by the Respondent.
18. On 9 January 2013, the BAT Secretariat acknowledged receipt of the full amount of the Advance on Costs.
19. On 16 January 2013, the BAT Secretariat on behalf of the Arbitrator declared the exchange of documents completed and invited the Parties to submit a detailed account of their costs until 23 January 2013.
20. On 23 January 2013 Claimants submitted their account on costs.
21. On 24 January 2013, Respondents were afforded the opportunity to comment on Claimants' account of costs by 30 January 2013. The Respondents did not make any submissions within the said time limit.

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

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

22. Claimants submit the following in substance:
  - Even though the Player executed all of his obligations, the Respondent failed to pay the December 2011 salary on time. The latter was due according to the Contract on

5 December 2011 and was only paid on 15 December 2011. Furthermore, the salary for January 2012 was never paid.

- Since Respondent failed to comply with its obligations under the Contract, the Player was entitled to terminate the Contract. This is all the more true, since the proposals for a settlement agreement submitted by the Respondent demonstrated the latter's intention not to comply with its contractual obligations.
- Respondent not only failed to honour its obligations towards the Player, but also towards the Agent. The latter was entitled according to Article 12 of the Contract to an agent fee in the amount of USD 10,500. Even though the Agent fulfilled all of his obligations, an amount of USD 5,250 has remained unpaid by the Respondent.

23. In their Request for Arbitration, Claimants request that an award be rendered against Respondent, according to which:

- “- Respondent is liable to pay to Claimant 1 the principal aggregate amount of seventy-five thousand US dollars (75.000 \$) net;*
- Respondent is liable to pay to Claimant 2 the principal amount of five thousand two hundred fifty US dollars (5.250 \$);*
- Respondent is liable to pay to Claimant 1 interest on late payments of 5% per annum on fifteen thousand dollars (15.000 \$) from January 6, 2012 until the day of complete payment;*
- Respondent is liable to pay to Claimant 1 interest on late payments of 5% per annum on sixty thousand dollars (60.000 \$) from February 2, 2012 until the day of complete payment;*
- Respondent is liable to pay to Claimant 2 interest on late payments of 5% per annum on two hundred fifty dollars (250 \$) from December 1, 2011 until the day of complete payment;*
- Respondent is liable to pay to Claimant 2 interest on late payments of 5% per annum on five thousand dollars (5.000 \$) from March 16, 2012 until the day of complete payment;*

- Respondent is liable to reimburse Claimants all BAT expenses and procedure costs; and
- Respondent shall indemnify claimants for incurred legal expenses (including attorney's fees) up to an amount to be determined in the course of the BAT proceedings."

#### **4.2 Respondent's Position**

24. Respondent has failed to submit an Answer despite several invitations by the BAT to do so.

#### **5. Jurisdiction**

25. 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).

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

#### **5.1 Arbitrability**

27. 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>1</sup>.

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

## 5.2 Formal and substantive validity of the arbitration agreement

28. Article 8 of the Contract contains an arbitration clause that reads as follows:

*“ARTICLE 8 – DISPUTE*

*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, irrespective of the parties’ domicile. The language of the arbitration shall be English. The arbitrator shall decide the dispute ex aequo et bono.*

*The parties agree that BAT’s decision shall be final, with no option of appeal.”*

29. This arbitration clause included in the Contract and signed by all three Parties to the Contract fulfils the formal requirements of Article 178(1) PILA.

30. 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 agreement in the present matter under Swiss law (cf. Article 178(2) PILA). As to the scope of the arbitration agreement, the Arbitrator notes that the wording “[a]ny dispute arising from or related to the present contract” in Article 8 of the Contract is very broad.<sup>2</sup> Therefore, even though the provision dealing with the resolution of disputes arising from the Contract is placed prior to the clause dealing with the agent fee (in Article 12), the Arbitrator finds that both claims forming the present matter in dispute are covered by this arbitration clause. Finally, the Arbitrator, when interpreting the arbitration clause, takes note of Article 18.2 of the BAT Rules, according to which any reference to FAT shall be understood as a reference to the BAT.

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<sup>2</sup> See for instance BERGER/ KELLERHALS: International and domestic Arbitration in Switzerland, Berne 2010, N 466.

## 6. Applicable Law

31. 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 reads as follows:

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

32. Under the heading “Applicable Law”, Article 15.1 of the BAT Rules reads as follows:

*“Unless the parties have agreed otherwise 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.”*

33. Article 8 of the Contract provides in relation to the applicable law as follows:

*“... The arbitrator shall decide the dispute ex aequo et bono.”*

34. Consequently, the Arbitrator will decide the present matter *ex aequo et bono*.

35. 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 of 1969<sup>3</sup> (Concordat),<sup>4</sup> under which Swiss courts have held that “*arbitrage en équité*” is fundamentally different from “*arbitrage en droit*”:

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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> KARRER, in: Basel commentary to the PILA, 2<sup>nd</sup> ed., Basel 2007, Art. 187 PILA N 289.



# BASKETBALL ARBITRAL TRIBUNAL

*“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>*

36. In substance, it is generally considered that the arbitrator deciding *ex aequo et bono* receives

*“the mandate to give a decision based exclusively on equity, without regard to legal rules. Instead of applying general and abstract rules, he must stick to the circumstances of the case at hand”.*<sup>6</sup>

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

## **7. Findings**

### **7.1 Is Claimant 1 entitled to the amount of USD 75,000 (plus interests)?**

38. The Player and the Respondent have entered into a Contract according to which the Player was entitled to an aggregate amount of salaries of USD 105,000. According to the evidence on record, the Respondent has failed to pay the January 2012 salary. Therefore, Respondent is under an obligation to pay the said salary in the amount of USD 15,000 to Claimant 1.

39. Article 4 of the Contract provides, that if “any scheduled payment as mentioned in Article 4 above, is not received in Player’s bank within twenty (20) calendar days of the date due, Player shall have the right, at Player’s option, to terminate this Contract.” Furthermore, Article 4 of the Contract provides that “[A]ll notices to the Parties shall be considered valid if sent to the following: [...]”. By email dated 1 February 2012, addressed to the foregoing email address, the Player, through the Agent, has

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<sup>5</sup> JdT (Journal des Tribunaux), III. Droit cantonal, 3/1981, p. 93 (free translation).

<sup>6</sup> POUURET/BESSON, Comparative Law of International Arbitration, London 2007, N 717, pp. 625-626.

terminated the Contract for non-payment of the January salary. According to Article 4 of the Contract the Player was so entitled since more than 20 calendar days had elapsed since the due date, i.e. since 5 January 2012. In case of termination of the Contract for late or non-payment, the Contract provides that while “*the Player shall be free to leave the Club immediately [...] the duties and liabilities/obligations of Club toward Player and Agent under this Contract shall continue in full force and effect.*” Accordingly, the Respondent is under a duty to pay the salaries as agreed upon in the Contract from February until May 2012, i.e. in the amount of USD 60,000.

40. There is no indication on file that would indicate that Respondent’s payment obligation is null or void or that Respondent has a right to withhold the payments. In particular it is to be noted that the Contract is – according to its Article 5 – a “guaranteed contract”. Accordingly, the payment of the salary to the Player is not contingent upon anything other than the Player not materially breaching the contract. No indication of a breach of this Contract by the Player is to be inferred from the file.
41. The Contract provides no rule for the payment of interest in case Respondent fails to duly fulfil its obligations. However, the duty to pay interest follows from general principles of justice and fairness, and acknowledged by constant BAT jurisprudence. According thereto, a rate of 5% p.a. applies to avoid that the Club derives any profit from the non-fulfilment of its obligations. Interest is owed as of the day following the due date. It follows from this that Respondent owes the Player interest at a rate of 5% per annum on the amount of USD 15,000 as from 6 January 2012 and 5% per annum on the amount of USD 60,000 as from 2 February 2012.

**7.2 Is Claimant 2 entitled to unpaid agent fees in the amount of USD 5,250 (plus interests)?**

42. According to Article 12 of the Contract, Claimant 2 is entitled to agent fees in the amount of USD 10,500. The amount is to be paid in two instalments by the

Respondent, i.e. one in the amount of USD 5,500 no later than 1 December 2011 and the second one in the amount of USD 5,000 no later than 15 March 2011. The termination of the Contract on 1 February 2012 has left the obligations of the Respondent arising out of the Contract unfulfilled (see supra). Claimant 2 submits that he has received payments by the Respondent only in the amount of USD 5,250 and that, hence, USD 5,250 are still due. There is no evidence on file that would indicate otherwise. The Arbitrator also notes that on 16 April 2012 Counsel for Claimants sent a notice to the Respondent that an amount of USD 5,250 in relation to the agent fee was still outstanding and that BAT proceedings would be initiated if no payment was received within an eight-day period. It follows from all this that Respondent is under an obligation to pay this outstanding amount.

43. The Contract again provides no rule for the payment of interest in case Respondent fails to pay the agent fee. However, the duty to pay interest follows from general principles of justice and fairness, acknowledged also by constant BAT jurisprudence. According thereto, a rate of 5% p.a. applies to avoid that the Club derive any profit from the non-fulfilment of its obligations. Interest is owed as of the day following the due date. It follows from this that Respondent owes the Agent interest at the rate of 5% per annum on the amount of USD 250 as of 2 December 2011 and 5% per annum on the amount of USD 5,000 as from 16 March 2012.

## **8. Costs**

44. Article 17 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 legal fees and expenses incurred in connection with the proceedings.

45. On 5 March 2013 – 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 7,960.
46. Considering that Claimants prevailed with all of their claims and that the financial situation of the Parties does not compel otherwise, the Arbitrator holds it fair that the fees and costs of this arbitration be borne in their entirety by the Respondent and that Respondent be also required to cover its own legal costs as well as all of Claimants legal costs. However, the amounts claimed for Claimants (i.e. EUR 10,000 without the handling fee) seem to be excessive – considering that there was only one round of submissions – and, thus, are reduced to EUR 5,000.
47. Given that Claimants paid the totality of the Advance on Costs in the amount of EUR 7,960, the Arbitrator decides that in application of Article 17.3 of the BAT Rules:
- (i) Respondent shall pay EUR 7,960 jointly to Claimants.
  - (ii) Furthermore, the Arbitrator considers it appropriate to take into account the non-reimbursable handling fee of EUR 2,000 when assessing the expenses incurred by the Claimant in connection with these proceedings. Hence, considering also that a further amount of EUR 5,000 for Claimants’ legal fees and expenses is reasonable, the Arbitrator fixes the contribution to be jointly paid towards the Claimants at EUR 7,000.

## **9. AWARD**

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

- 1. Trabzonspor Basketball Kulübü Derneği is ordered to pay to Mr. Marc Salyers the amount of USD 75,000 for unpaid salary and compensation plus interest in the amount of 5% per annum on the amount of USD 15,000 from 6 January 2012 and 5% per annum on the amount of USD 60,000 from 2 February 2012.**
- 2. Trabzonspor Basketball Kulübü Derneği is ordered to pay to Mr. Guy Zucker agent fees in the amount of USD 5,250 plus interest in the amount of 5% per annum on the amount of USD 250 from 2 December 2011 and 5% per annum on the amount of USD 5,000 from 16 March 2012.**
- 3. Trabzonspor Basketball Kulübü Derneği is ordered to pay jointly to Mr. Marc Salyers and Mr. Guy Zucker the amount of EUR 7,960 as reimbursement of their arbitration costs.**
- 4. Trabzonspor Basketball Kulübü Derneği is ordered to pay jointly to Mr. Marc Salyers and Mr. Guy Zucker the amount of EUR 7,000 as a contribution towards their legal fees and expenses. Trabzonspor Basketball Kulübü Derneği shall bear its own fees and expenses.**
- 5. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 25 March 2013

Ulrich Haas  
(Arbitrator)