



BASKETBALL
ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 0425/13)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Quentin Byrne-Sutton

in the arbitration proceedings between

Mr. Ron Lewis,
c/o Alexandros Saratsis,
7950 Jones Branch Drive, Suite 700N,
McLean, VA 22107, USA

- Claimant 1 -

Octagon, Inc.,
7950 Jones Branch Drive, Suite 700N,
McLean, VA 22107, USA

- Claimant 2 -

vs.

Antalya Buyuksehir Spor Kulubu Dernegi,
c/o Geelik Mah. 1311 sok N° 11 Muratpaso,
Antalya, Turkey

- Respondent -

1. The Parties

1.1 The Claimants

1. Mr. Ron Lewis is a professional basketball player (hereinafter referred to as “the Player” or “Claimant 1”).
2. Octagon, Inc. (hereinafter referred to as the “Agent” or “Claimant 2”) is the Player’s Agent.
3. Claimants 1 and 2 are referred to jointly as the “Claimants”.

1.2 The Respondent

4. Antalya Buyuksehir Spor Kulubu Dernegi (hereinafter also referred to as “the Club” or “the Respondent”) is a professional basketball club in Turkey.

2. The Arbitrator

5. On 1 August 2013, Prof. Richard H. McLaren, the President of the Basketball Arbitral Tribunal (the “BAT”), appointed Mr. Quentin Byrne-Sutton as arbitrator (hereinafter the “Arbitrator”) pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal (hereinafter 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

6. On 6 July 2012, the Club and the Player entered into a contract for the 2012/2013 season (the “Player’s Agreement”), whereby the latter would receive a base net salary

of USD 13,000 per month between September 2012 and June 2013. On 8 July 2012, the Club and the Player's Agent also entered into a contract (the "Agent's Contract"), whereby the latter was guaranteed the payment of a fee of USD 13,000 by 1 November 2013 in consideration for having assisted the Club in locating and engaging the Player.

7. According to article 2 of the Player's Agreement, the Player's salary was fully guaranteed and he was entitled to cease taking part in practices and playing in games if any salary payment was made more than 15 days late. The salary payments were also subject to a "penalty interest" of USD 50 per day from their due date in case of late payment.
8. From the outset, the Club made the Player's salary payments more than 15 days late.
9. Due to the repetition of delays in payment, the Agent put the Club on notice on 31 October 2012, stating that the Player would not participate in any more practices or games until all the due payments were made.
10. The foregoing notice led to a discussion between the Player, the Agent and the Club, during which it was agreed that the Player would continue performing under certain conditions summarized by the Agent in an email to the Club on 2 November 2012.
11. Nevertheless, the late and incomplete payments continued.
12. The Player put up with the situation until January 2013, when part of his salary remained outstanding more than 43 days after the contractual due date.
13. On 14 February 2013, the Agent put the Club on notice again, requesting payment of all outstanding amounts (USD 18,500) by 10 am on 18 February 2013.
14. This led to the negotiation of a modified payment schedule under certain conditions specified in a protocol dated 22 February 2013 and signed by the Club, the Player and the Agent (the "Protocol").

15. Article 1 of the Protocol contained a revised schedule of salary payments, providing with respect to the third payment to be made, that:

“Player shall have received the amount of \$13,000 (Thirteen Thousand USD) in his bank account not later than March 15th, 2013. These payments constitute the remaining balance of his February salary in the amount of \$5,500 (Five Thousand Five Hundred USD) and a partial payment for his March salary in the amount of \$7,500 (Seven Thousand Five Hundred USD)”.

16. Article 1 also provided under subparagraph (e), that:

“... Should club be late even 1 (one day) on aforementioned payment amount and dates, Player shall have the right to unilaterally terminate the agreement and be entitled to the remainder of monies owed to him in the contract (both unpaid and future payments)”.

17. Article 1, subparagraph (g), stipulated that the Agent’s fee of USD 13,000 must be paid by 30 March 2013 and that if the agreement was terminated

“... agency will be entitled to it’s (sic) full agents fee immediately upon termination”.

18. Article 1, subparagraph (h), added:

“Should club fail to meet all of the obligations in section 1 of this Protocol, they will be deemed to have breached this agreement and the Player will be due all monies as stipulated in Section 1, as well as any future salaries owed, and agency will be owed it’s (sic) full agent fee including, but not limited to, penalties, interest and legal fees”.

19. Article 2 of the Protocol stipulated that:

“Club will arrange for and pay return travel to the USA or any destination of the Player’s choosing for Player and his family”.

20. The Club made the initial payments due under the Protocol on time. However, its payment of 15 March 2013 was USD 3,000 short of the total sum (USD 13,000) it owed the Player on that date according to the terms of the Protocol.

21. As a result, the Player refused to play in a game on 16 March 2013.

22. According to the Player, the Club retaliated by adopting threatening behaviour and by evicting him from his apartment, which forced him to stay in a hotel and bear the

related expense.

23. In the circumstances, the Player decided to terminate the Player's Agreement and on 20 March 2013, his Agent sent an email to the Club attaching a termination letter signed by the Player.
24. In addition to giving the Club notice of termination, the letter requested immediate payment of all sums due under the Player's Agreement, in an amount of USD 47,500, as well as the issuance of a letter of clearance. The foregoing amount represented the difference between the total base salary guaranteed under the Player's Agreement (USD 130,000) and the amount of salary (USD 82,500) the Player had received from the Club on such date.
25. The Player having thereafter not received payment of the outstanding salaries being claimed in the letter of 20 March 2013, and the Agent having still not been paid its fee (which under the terms of the Protocol was due on 30 March 2013), they decided to file a Request for Arbitration with the BAT.

3.2 The Proceedings before the BAT

26. On 19 June 2013, the Claimants filed a Request for Arbitration dated 12 June 2013, in accordance with the BAT Rules, and on 19 June 2013, the BAT received the non-reimbursable handling fee of EUR 2,000.
27. On 5 August 2013, the BAT informed the Parties that Mr. Quentin Byrne-Sutton had been appointed as the Arbitrator in this matter and fixed the Advance on Costs to be paid by the Parties as follows:

<i>"Claimant 1 (Mr. Ron Lewis)</i>	<i>EUR 3,500</i>
<i>Claimant 2 (Octagon Inc.)</i>	<i>EUR 1,000</i>
<i>Respondent (Antalya Buyuksehir Spor Kulubu Dernegi)</i>	<i>EUR 4,500"</i>

28. In the foregoing letter, the BAT also underlined that:

*“The Answer shall be filed by the **Respondent in accordance with Art. 11.2 of the BAT Rules** by no later than **Monday, 26 August 2013**”*

and reminded the parties that:

“[...] according to Art. 14.2 of the BAT Rules the Arbitrator may proceed with the Arbitration even if the Respondent fails to submit an Answer or to submit his Answer in accordance with Art. 11.2 of the BAT Rules”.

29. On 26 August 2013, the Claimants paid their Advances on Costs in a total amount of EUR 4,500.

30. The Respondent failed to pay its portion of the Advance on Costs and to submit an Answer within the fixed deadlines or to communicate with the BAT in any manner in that connection.

31. By procedural order of 28 August 2013, the Claimants were given the opportunity to substitute for the Respondent’s non-payment of its portion of the Advance on Costs. At the same time, the procedural order stipulated that the Respondent is

*“... granted a **final** opportunity to file an Answer to the Request for Arbitration by no later than **Thursday, 5 September 2013**. The Respondent is hereby given notice of the fact that, in accordance with Article 14.2 of the BAT Rules, if the Respondent fails to submit an Answer the Arbitrator may nevertheless proceed with the arbitration and deliver an award”.*

32. Despite the foregoing extension of the deadline, the Club failed to submit an Answer.

33. On 12 September 2013, the Claimants paid the balance of the Advance on Costs.

34. On 20 September 2013, the proceedings were closed and the parties invited to file their statements of costs.

35. On 30 September 2013, the Claimants filed their statement of costs. The Respondent did not submit any such statement.

36. By procedural order of 1 October 2013, the Respondent was given the opportunity to

file comments on the Claimants' statement of costs but did not do so.

4. The Positions of the Parties

4.1 The Claimants' Position

37. The Player submits the following in substance:

- The Club breached its contractual obligations under the Player's Agreement and the Protocol by paying his salaries late under the original and the revised contractual payment schedules.
- By doing so, the Club was illegitimately enriched.
- Under the guarantee provided in the Player's Agreement and the terms of the Protocol, the Club's breaches of contract entitled him to: (i) terminate the Player's Agreement and claim all the outstanding past and future salaries stipulated under that agreement; (ii) claim the "penalty interest" for late payment stipulated in the Player's Agreement; and (iii) request the reimbursement of the cost of airfare for his return flight.
- Furthermore, having been unduly threatened and evicted by the Club from his apartment upon invoking his right to refuse playing on 16 March 2013, as damages he is entitled to the reimbursement of the ensuing hotel costs.

38. The Agent submits the following in substance:

- The Club breached its contractual obligations under the Agent's Contract and the Protocol by not paying the Agent's fees.
- By doing so, the Club was illegitimately enriched.

- Under the terms of the Agent's Contract and of the Protocol, the Agent is entitled to claim payment of its entire fee as well as "penalty interest" for late payment.

39. In their Request for Arbitration dated 12 June 2013, the Claimants sought relief:

"(1) Awarding Lewis money damages in the amount of US \$47,500 for past due payments;

(2) Awarding Lewis money damages in the amount of US \$16,800 for delinquent payment penalties;

(3) Awarding Lewis money damages in the amount of US \$643.20 for the hotel room that Lewis was forced to rent when he was unlawfully evicted from his contractually-provided apartment;

(4) Instructing Antalya to promptly issue Lewis's FIBA Letter of Clearance;

(5) Awarding Octagon money damages in the amount of US \$13,000;

(6) Awarding Octagon money damages in the amount of US \$6,690 for delinquent payment penalties; and

(7) Awarding Lewis and Octagon all costs, fees, and expenses of the arbitration, including reasonable attorneys' fees."

4.2 Respondent's Position

40. As previously stated, despite several invitations to do so, the Club has not made any submissions in these proceedings.

5. The Jurisdiction of the BAT

41. As a preliminary matter, the Arbitrator wishes to emphasize that, since the Respondent did not participate in the arbitration, he will examine his jurisdiction ex officio, on the

basis of the record as it stands¹.

42. 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).
43. The jurisdiction of the BAT presupposes the arbitrability of the dispute and the existence of a valid arbitration agreement between the parties.
44. 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.²
45. Article 12 of the Player’s Agreement, the third paragraph of the Agent’s Contract and article 5 of the Protocol all constitute arbitration clauses referring to the BAT, respectively as follows:

“Any disputes arising or related to the present Agreement shall be submitted to the FIBA Arbitral Tribunal (FAT) in Geneva, Switzerland and shall be resolved definitively in accordance with the FAT Arbitration Rules by a single arbitrator appointed by the FAT President. The arbitration shall be governed by Chapter 12 of the Swiss Act on Private International Law (PIL), irrespective of the parties’ domicile. The seat of the arbitration shall be Geneva, Switzerland. The language of the arbitration shall be English. Awards of the FAT can be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland. To the extent legally possible under Swiss law recourse to the Swiss Federal Tribunal against awards of the FAT and against decisions of the Court of Arbitration for Sport (CAS) upon appeal shall be excluded. The arbitrator and CAS shall decide the dispute ex aequo et bono.”

“Any disputes arising or related to the present Agreement shall be submitted to the FIBA Arbitral Tribunal (FAT) in Geneva, Switzerland and shall be resolved definitively in accordance with the FAT Arbitration Rules by a single arbitrator appointed by the FAT President. 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.”

¹ ATF 120 II 155, 162.

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

“Any dispute arising and 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. If any legal action is brought for the purpose of enforcing this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney’s fees incurred in that action, In addition to any other relief to which that Party may be entitled.”

46. The foregoing arbitration agreements are in written form and thus fulfil the formal requirements of Article 178(1) PILA. Also, in accordance with Article 18.2 of the BAT Rules, *“Any reference to BAT’s former name ‘FIBA Arbitral Tribunal (FAT)’ shall be understood as referring to the BAT.”*
47. With respect to their substantive validity, the Arbitrator considers that there is no indication in the file that could cast doubt on the validity of the arbitration agreements under Swiss law (referred to by Article 178(2) PILA).
48. Furthermore, the Arbitrator finds that the arbitration agreements cover the subject matter of the claims since the dispute arises from and is related to the contractual relationships between the Club, the Player and the Agent as regulated in the Player’s Agreement, the Agent’s Contract and the Protocol combined.
49. For the above reasons, the Arbitrator finds he has jurisdiction to adjudicate the Player’s and the Agent’s claims against the Club.

6. Other Procedural Issues

50. Article 14.2 of the BAT Rules, which the Parties have declared to be applicable in the Player's Agreement, specifies that: *“the Arbitrator may nevertheless proceed with the arbitration and deliver an award”* if *“the Respondent fails to submit an Answer.”*

51. The Arbitrator's authority to proceed with the arbitration proceedings in the case of default of one of the parties is in accordance with Swiss law on arbitration proceedings.³ However, the Arbitrator must undertake everything possible to allow the defaulting party to assert its rights.⁴ This has happened in the current case. In compliance with the relevant rules, the Respondent has been informed of the initiation of the proceedings and of the Arbitrator's appointment. Furthermore, in the letter of the BAT Secretariat dated 5 August 2013, the Respondent was not only given a time limit within which to respond to the RfA, but was also informed that the Arbitrator may proceed with the Arbitration even if the Respondent failed to submit an Answer (see para. 28 above).
52. Hence, the Respondent was well advised as to the consequences of not submitting an Answer, i.e. of the possibility of a judgment by default. Finally, by letter dated 28 August 2013, the Arbitrator granted the Respondent a further grace period in order to comment on the case. In addition, the Respondent was again advised of the consequences for not submitting an Answer.

7. Discussion

7.1 Applicable Law – ex aequo et bono

53. 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

³ Swiss Federal Tribunal SJ 1982, 613, 621; see also KAUFMANN-KOHLER/RIGOZZI, *Arbitrage international*, 2nd ed. 2010, no. 483.

⁴ KAUFMANN-KOHLER/RIGOZZI, *Arbitrage international*, 2nd ed. 2010, no. 484.

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”.

54. 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.”

55. The Player’s Agreement (article 12), the Agent’s Contract (the third paragraph) and the Protocol (article 5) all provide that if and when any dispute is submitted to the BAT, the Arbitrator *“... shall decide the dispute ex aequo et bono”*.

56. Consequently, the Arbitrator shall decide *ex aequo et bono* the claims brought by the Claimants against the Club in this arbitration in front of the BAT.

57. 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’arbitrage⁵ (Concordat)⁶, 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.”⁷

58. 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”*.

⁵ 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).

⁶ P.A. Karrer, Basler Kommentar, No. 289 ad Art. 187 PILA.

⁷ JdT 1981 III, p. 93 (free translation).

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

7.2 Findings

60. Despite having had ample opportunity to make submissions, the Respondent did not contest the Claimants' allegations as to the facts of his claim, nor did it challenge the evidence adduced in that connection.

61. Furthermore, on their face, the content of the Player's Agreement, of the Agent's Contract, of the Protocol, of the extract of the Player's bank account, of the emails sent to the Club by the Agent in October/November 2013 and in February 2013 as well as the termination letter of 25 March 2013, all confirm the reality of the Claimants' allegation that the Player is still owed a principal amount of **USD 47,500** under article 2 of the Player's Agreement and the Agent is still owed a principal amount of **USD 13,000** under the terms of the Agent's Contract.

62. Consequently, and because the Club breached its contractual obligations by not paying those principal amounts, they will be awarded.

63. However, for the following reasons combined, the Arbitrator finds that the amounts of USD 16,800 and USD 6,690 claimed respectively by the Player and the Agent as "penalty interest" are not due:

- During the period between September 2012, when the first salary payments became due contractually, and 22 February 2013, when the three parties signed the Protocol establishing a new payment schedule, neither the Player nor the Agent ever claimed any "penalty interest" when putting the Club on notice that payments were late or when fixing and requiring the respect of new deadlines for the payment of delayed principal amounts owed as the condition for the Player to resume his performance or not interrupt practicing/playing.

- Thus, the Club was entitled to believe in good faith during that period (from September 2012 to 22 February 2013) that the Player and the Agent had renounced claiming any such “penalty interest” as a condition for the Player to continue performing and for the Club to be deemed to have met its contractual obligations.
 - Furthermore, the Protocol signed on 22 February 2013 did not re-stipulate the “penalty interest” provided in the Player’s Agreement, and under the terms of the Protocol the Player was entitled to terminate the Player’s Agreement with immediate effect – and the Player and the Agent entitled to collect all past and future amounts contractually due – if any of the amounts stipulated in the Protocol were paid even one day late.
 - Thus, the Protocol left no room for “penalty interest” and the Club was entitled to believe in good faith that the contractual sanction it risked for any late payment was the immediate termination of the Player’s Agreement and a resulting duty to pay forthwith all of the past and future principal amounts contractually owed to the Player and the Agent.
 - In addition, in practice the Player terminated the Player’s Agreement only five days after the Club was delayed in paying a portion of the salary that was due on 15 March 2013 according to the terms of the Protocol and he did so without first invoking any “penalty interest” of any type.
64. For the above reasons, the Arbitrator finds that principles of fairness prevent the Claimants from today claiming any daily “penalty interest” as defined in the Player’s Agreement.
65. However, in keeping with BAT jurisprudence, interest for late payments at 5% per annum will be awarded on the foregoing principal amounts and the Arbitrator finds it

fair that such interest run from 21 March 2013, which is the day after all the principal amounts (Player's salaries and Agent's fees) stipulated in the Player's Agreement and the Agent's Contract became immediately due to the Player and the Agent as a result of the Agreement having been validly terminated by the Player under the terms of the Protocol.

66. Concerning the Player's return airfare mentioned in the Request for Arbitration, no evidence of the purchase of a ticket by the Player or of any amount paid by the Player has been adduced and his prayers for relief do not include a request in that connection. Therefore, there is no claim to adjudicate or any proof of the allegation that the Player incurred costs/damages in that relation.
67. As to the amount of **USD 643.20** being claimed by the Player as damages for having allegedly been obliged to lodge in a hotel due to having been expelled from his apartment, such claim shall be rejected for lack of any proof having been adduced that the Club threatened the Player and expelled him from his apartment when he refused to play a game on 16 March 2013 shortly before he terminated the Player's Agreement for cause.
68. Finally, the Player's request that the Arbitrator order the Club to issue the Player's Letter of Clearance shall not be entertained due to lack of admissibility. Under the FIBA Internal Regulations, professional players may turn to the FIBA for such purpose and no evidence has been adduced that the Club has refused or continues to refuse to issue a Letter of Clearance or that such request could not be made via FIBA.

8. Costs

69. 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 reasonable legal fees and

expenses incurred in connection with the proceedings.

70. On 6 November 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 6,875.00.
71. Considering that the Claimants prevailed in their main claims, it is fair that the fees and costs of the arbitration be borne by the Club and that it be required to cover its own legal fees and expenses as well as make a contribution to those of the Claimants in an amount of EUR 2,500, having in mind that the Claimants did not need to make any submissions in relation to the merits of the case other than the Request for Arbitration.
72. Given that the Claimants paid advances on costs of EUR 9,000 as well as a non-reimbursable handling fee of EUR 2,000 (which will be taken into account when determining the Claimant’s legal fees and expenses), while the Club failed to pay any advance on costs, the Arbitrator decides that in application of Articles 17.3 and 17.4 of the BAT Rules:
- (i) BAT shall reimburse EUR 2,125 to the Claimants, being the difference between the costs advanced by them and the arbitration costs fixed by the BAT President.
 - (ii) The Club shall pay EUR 6,875 to the Claimants, being the difference between the costs advanced by them and the amount he is going to receive in reimbursement from the BAT;
 - (iii) The Club shall pay to the Claimants EUR 4,500 (2,000 for the non-reimbursable



BASKETBALL

ARBITRAL TRIBUNAL

fee + 2,500 for other legal fees and expenses) representing a contribution to his legal fees and other expenses. The total amount awarded does not exceed the maximum compensation stipulated in Article 17.4 of the BAT Rules for cases of this value.

9. AWARD

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

- 1. Antalya Buyuksehir Spor Kulubu Dernegi shall pay Mr. Ron Lewis USD 47,500 as compensation, plus interest at 5% per annum on such amount from 21 March 2013 onwards.**
- 2. Antalya Buyuksehir Spor Kulubu Dernegi shall pay Octagon, Inc. USD 13,000 as compensation, plus interest at 5% per annum on such amount from 21 March 2013 onwards.**
- 3. Antalya Buyuksehir Spor Kulubu Dernegi shall pay Mr. Ron Lewis and Octagon Inc. an amount of EUR 6,875 as reimbursement for their arbitration costs.**
- 4. Antalya Buyuksehir Spor Kulubu Dernegi shall pay Mr. Ron Lewis and Octagon Inc. an amount of EUR 4,500 as a contribution to their legal fees and expenses.**
- 5. Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 8 November 2013.

Quentin Byrne-Sutton
(Arbitrator)