BASKETBALL ARBITRAL TRIBUNAL

ARBITRAL AWARD

(BAT 2396/25)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Ms. Amani Khalifa

in the arbitration proceedings between

Mr. Drazen Anzulovic

- Claimant-

represented by Ms. Ntimi Papadopoulou, attorney at law,

vs.

Autonomous Non-Profit Organisation "Basketball Club 'Samara'" (ANCO BC Samara)
Street Sovetskoy Armii 240B, City Samara, 443011, Russia

- Respondent -

1. The Parties

1.1. The Claimant

1. Mr. Drazen Anzulovic (hereinafter also referred to as the "**Claimant**" or the “**Coach**”) is a Croatian professional basketball coach.

1.2. The Respondent

2. Autonomous Non-Profit Organisation "Basketball Club 'Samara'" (hereinafter also referred to as "**ANCO BC Samara**" or the “**Respondent**") is a Russian basketball club registered on 6 February 2025 in Samara, Russia.

3. The Respondent was established for the purpose of replacing the legal entity that had previously operated the Samara basketball team, namely “Regional Public Organisation Samara Region Sports Basketball Club ‘Samara’” (hereinafter "**SBSC Samara**").

4. The Claimants and the Respondent are hereinafter referred to as the “**Parties**”.

2. The Arbitrator

5. On 11 November 2025, the President of the Basketball Arbitral Tribunal (the "**BAT**") appointed Ms. Amani Khalifa as arbitrator (hereinafter the "**Arbitrator**") pursuant to Article 8.1 of the Rules of the Basketball Arbitral Tribunal in force as from 1 January 2025 (hereinafter the "**BAT Rules**"). Neither of the Parties has raised any objections to the appointment of the Arbitrator or to her declaration of independence.

BASKETBALL
ARBITRAL TRIBUNAL

3. Facts and Proceedings

3.1. Summary of the Dispute

6. The relevant facts and allegations presented in the Parties' written submissions and evidence are summarised below. Additional facts and allegations may be set out, where relevant, in connection with the legal discussion that follows.

7. On 3 April 2023, the Claimant and SBSC Samara entered into an employment agreement for the seasons 2023-2024 and 2024-2025, under which the Claimant was engaged as Head Coach for a fully guaranteed net compensation of EUR 250,000.00 per season, totalling EUR 500,000.00 (the "**Employment Agreement**").

8. Article III. of the Employment Agreement provides that:

> "***III. SALARY COMPENSATION***
>
> *The Club agrees to pay to the Coach a fully guaranteed net salary in amount of €500,000 (Five hundred thousand Euro) payable as follows:*

<u>2023/2024 Basketball Season</u>
€22,727 - on 25.08.2023
€22,727 - on 25.09.2023
€22,727 - on 25.10.2023
€22,727 - on 25.11.2023
€22,727 - on 25.12.2023
€22,727 - on 25.01.2024
€22,727 - on 25.02.2024
€22,727 - on 25.03.2024
€22,727 - on 25.04.2024
€22,727 - on 25.05.2024
€22,730 - on 25.06.2024

<u>2024/2025 Basketball Season</u>
€22,727 - on 25.07.2024
€22,727 - on 25.08.2024
€22,727 - on 25.09.2024
€22,727 - on 25.10.2024
€22,727 - on 25.11.2024
€22,727 - on 25.12.2024
€22,727 - on 25.01.2025
€22,727 - on 25.02.2025
€22,727 - on 25.03.2025
€22,727 - on 25.04.2025
€22,730 - on 25.05.2025 ”

9. Article V. of the Employment Agreement provides that:

> “[…]
>
> *All payments are done in RUR according to the Euro exchange rate given by Central Bank of RF on the day of payment*
>
> *Club shall compensate difference in sums that may occur during currency concerting from RUR to Euro* […]”

10. The Respondent paid the Claimant all salaries up to and including 25 October 2024.

11. On 25 December 2024, the Claimant and SBSC Samara entered into a termination agreement providing for the payment of EUR 70,000.00 to the Claimant, comprising the Claimant's outstanding salaries for November and December 2024 plus one month's salary as compensation for early termination (the "**Termination Agreement**"). In

exchange, the Claimant agreed to waive the remaining four monthly salary payments for February through May 2025 due in accordance with the Employment Agreement, totalling EUR 90,911.00.

12. Article 3 of the Termination Agreement provides that:

> "*Club pays to the Coach compensation for termination in total amount of €70,000 (Seventy thousand EURO):*
>
> *€51,000 until 26th December 2024.*
>
> *€19,000 until 28th February 2025.*
>
> *Club also pays difference between official currency rate CB RF and bank exchange rate that will make the wire to Coach account in Croatia to make sure mentioned amounts reaches Coach account in Croatia. If such payments will not be made in time and money not transferred to Coach account in 3 (three) business days after proceeding of payment by the Club, than Club obliged to pay Coach full amount of contract for 2023/2024 and 2024/2025 seasons to match total amount of €500,00 (Five hundred thousand Euro) until 8th March 2025."*

13. On 26 December 2024, SBSC Samara made a single payment in the amount of RUB 6,289,814.51 to the Claimant's Russian bank account. It is undisputed that this amount is less than the RUB equivalent of EUR 70,000.00; however, the Claimant asserts that the shortfall is EUR 11,656.00, while the Respondent avers that it is EUR 9,654.91.

14. In January 2025, SBSC Samara became insolvent. On 6 February 2025, ANCO BC Samara was registered as a new legal entity. On 26 February 2025, SBSC Samara and ANCO BC Samara entered into "*Agreement No. 2 on the Transfer of Rights and Obligations*" (the "**Transfer Agreement**"), under which ANCO BC Samara assumed the rights and obligations of SBSC Samara in connection with its participation in the VTB United League Championship and VTB United Youth League Championship for the 2024-2025 season, including financial obligations to counterparties specified in Appendices No. 1 to 3 of that agreement. Appendix No. 2 to the Transfer Agreement

expressly mentioned the Claimant and referenced the Termination Agreement showing an outstanding amount owed to him of RUB 989,541.00.

15. Clause 2.2 of the Transfer Agreement provides that:

> "*Party 2* [ANCO BC Samara] *shall fully assumes* [sic] *the obligations of Party 1* [SBSC Samara]*, which registered the Samara basketball teams to participate in the 2024-2025 VTB United League Championship* [...] *including in terms of repayment of debts to the FIBA, the Russian Basketball Federation, ANPO United Basketball League, to players, coaches and other persons included in the Passport of the team of the current and previous seasons, as well as to the counterparties specified in Appendices No. 1-3 to this Agreement*."

16. Clause 2.3 of the Transfer Agreement provides that:

> "[…] *Party 2 undertakes to repay all outstanding debts of Party 1 in respect of wages and other debts owed to players, coaches or other persons included in the team's passport for the current and previous seasons, on the basis of court decisions that have entered into legal force after the signing of this Agreement, as well as to the FIBA, the Russian Basketball Federation and the Unified Basketball League, in the event that they submit the relevant claims in writing."*

17. On 28 April 2025, the Claimant's representative sent a formal notice to the Club requesting payment of the outstanding balance of EUR 11,656.00 within 10 days and warning that failure to pay would result in a claim for all remaining salaries totalling EUR 102,567.00 by way of BAT arbitration (the "**Formal Notice**").

18. The Respondent did not reply to the Formal Notice and did not make any payment to the Claimant.

19. On 9 July 2025, the Claimant's representative sent a second formal notice offering to settle the dispute for EUR 70,000.00 net if the Respondent agreed to pay this amount by 23 July 2025. On the same day, the Respondent replied and offered to pay EUR 9,654.91 because this amount had been approved by the supervisory council of

ANCO Samara.

20. On 10 July 2025, the Respondent sent a further letter stating it was willing to pay 50% more than the initially approved amount of EUR 9,654.91 as compensation to the Claimant, i.e. EUR 14,482.37.

21. The Claimant rejected this offer on 22 July 2025 and made a counteroffer of EUR 60,000.00 in full and final settlement of his claim. The Respondent accepted the counteroffer and provided a draft settlement agreement between SBSC Samara, the Claimant and the Respondent (the "**Draft Settlement Agreement**").

22. The Claimant added a BAT clause, a penalty clause, and increased the proposed compensation to EUR 63,187.00 to cover exchange rate differences and bank charges to the Draft Settlement Agreement and returned a signed copy to the Respondent on 28 July 2025.

23. In a WhatsApp exchange between representatives for the Claimant and Respondent, the Respondent noted that the deadline provided in the Draft Settlement Agreement to make payment was 31 July 2025 and requested that the deadline for payment be changed to 11 August 2025 to ensure it had time to obtain the necessary internal approvals to action the payment.

24. The Claimant accepted this proposal and provided the amended Draft Settlement Agreement on 29 July 2025.

25. On 4 August 2025, the Claimant's representative provided the Respondent with signed Power of Attorney documents to prove she was authorised to act on the Claimant's behalf.

26. On 13 August 2025, the Respondent advised that the "*founding organization of the club*" had not agreed to the terms of the Draft Settlement Agreement and it would only agree to pay EUR 9,654.91. It explained that it had not previously paid the amount due under the Termination Agreement before 1 July 2025 as required under that agreement as SBSC Samara had failed to share a copy of the agreement with them.

27. On 25 August 2025, the Claimant advised the Respondent that it did not accept its offer and would proceed to issue proceedings in the BAT.

3.2. The Proceedings before the BAT

28. On 31 October 2025[1], the Claimant filed a Request for Arbitration ("**RfA**") in accordance with the BAT Rules and the non-reimbursable handling fee in the amount of EUR 4,000.00 was received in the BAT bank account on 7 October 2025.

29. By letter dated 12 November 2025, the BAT (a) informed the Parties that Ms. Amani Khalifa had been appointed as the Arbitrator in this matter, (b) invited the Respondent to file its Answer to the RfA in accordance with Article 11.4 of the BAT Rules by no later than 3 December 2025, and (c) fixed the advance on costs to be paid by the Parties by no later than 24 November 2025 as follows:

"*Claimant (Mr. Drazen Azulovic)*	*EUR 4,250.00*
Respondent (BC Samara)	*EUR 4,250.00*"

30. On 13 November 2025, the Respondent submitted a letter addressed to the BAT in which it stated that it was not the correct Respondent to the claim because although it is the

1 The Arbitrator notes that the RfA is dated 8 October 2025 but was not filed with BAT until 31 October 2025.

“*sporting successor*” of SBSC Samara that entered into the Employment Agreement and Termination Agreement with the Claimant, under Russian legislation, it is not the “*universal successor*”.

31. By letter dated 25 November 2025, the BAT requested the Claimant to clarify by 2 December 2025 whether his claim was directed against ANOC BC Samara or SBSC Samara as Respondent.

32. On 1 December 2025, the Claimant submitted clarifications regarding the identity of the Respondent. It submitted that ANCO BC Samara was the correct Respondent on the basis that it had assumed all rights and obligations of SBSC Samara through the Transfer Agreement.

33. On 3 December 2025, the Respondent submitted its Answer to the RfA.

34. By letter dated 4 December 2025, the BAT (a) acknowledged receipt of the Claimant's submission of 1 December 2025 clarifying that the claim was against ANCO BC Samara as the Respondent, (b) invited ANCO BC Samara to provide its comments on that point by 11 December 2025, (c) acknowledged receipt of the Claimant's share of the Advance on Costs in the amount of EUR 4,255.00 (including an overpayment of EUR 5.00), and (d) noted that the Respondent had failed to pay its share of the Advance on Costs and invited the Claimant to substitute for the Respondent's share by 15 December 2025.

35. On 11 December 2025, the Respondent submitted further clarifications maintaining that ANCO BC Samara was not the universal successor of SBSC Samara and was not a proper party to the proceedings.

36. By letter dated 14 January 2026 (the “***14 January PO***”), the BAT (a) acknowledged receipt of the full amount of the Advance on Costs in the amount of EUR 8,510.00

(including an overpayment of EUR 10.00)having been paid in total by the Claimant, (b) acknowledged receipt of ANCO BC Samara's submissions dated 1 December 2025 and 11 December 2025, (c) confirmed that the Claimant's clarifications filed on 1 December 2025 had been admitted on the record and the Arbitrator invited each party to respond to the following queries by 28 January 2026:

> *"1. The **Claimant** is invited to*
>
> *a. Confirm and provide evidence of the salary payments made in accordance with the Agreement and how much remained unpaid.*
>
> *b. Submit a response on ANCO's submission of 11 December 2025.*
>
> *2. **ANCO** is invited to:*
>
> *a. Provide evidence of the transfer of legal ownership, including the date such change came into force and any agreements related to the transfer of the predecessor's obligations.*
>
> *b. Explain how they calculated the offer of EUR 9,654.91 they made to Claimant on 9 July 2025.*
>
> *c. Provide details of the alleged inaccuracies in the translation of the Transfer of Rights document and provide their own translation, otherwise the Arbitrator will rely on the translation provided by the Claimant.*
>
> *d. Provide an English translation of the Exhibits provided with its Answer."*

37. On 27 March 2026, the Claimant requested an extension to 4 February 2026 to respond to the 14 January PO which the Arbitrator granted.

38. On 28 January 2026, the Respondent submitted its responses and evidence requested in the 14 January PO.

39. On 4 February 2026, the Claimant submitted its responses and evidence in response to the 14 January PO (the "**Claimant's PO Response**").

40. By letter dated 26 February 2026 (the "**26 February PO**"), the Arbitrator invited (a) the

Claimant to confirm the value of his claim in EUR and the basis of that calculation, and (b) the Respondent to confirm, without prejudice to any findings on liability which the Arbitrator had yet to determine, whether it would agree to pay the Claimant any sums awarded in EUR or only in RUB by 5 March 2026.

41. On 5 March 2026, the Respondent submitted two documents, (a) its reply to the 26 February PO and (b) its comments on the Claimant's PO Response. In its reply to the 26 February PO, the Respondent commented as follows:

> "*In case the Arbitrator were to find that the Respondent owes the Claimant sums of money, the Claimant, due to the technical capabilities of the payment system of the Russian Federation, can pay the sum in Russian rubles in the presence of Claimant's bank account in rubles in a bank of the Russian Federation*."

42. The Claimant submitted its reply to the 26 February PO on 9 March 2026. The Claimant's counsel explained that they missed the deadline to respond due to the geopolitical situation in ____________.

43. By letter dated 30 March 2026 (the "**30 March PO**"), the Arbitrator (a) confirmed that she accepted the Respondent's additional submission responding to the Claimant's PO Response, and (b) invited the Claimant to confirm, by 13 April 2026, whether he objected to payment of any award in RUB.

44. On 9 April 2026, the Claimant submitted its reply to the 30 March PO.

45. By letter dated 23 April 2026, the BAT (a) acknowledged receipt of the Claimant's reply to the 30 March PO, (b) notified the Parties that in accordance with Article 12.1 of the BAT Rules that the exchange of submissions was completed, and (c) invited the Parties to submit their account of costs by 30 April 2026.

46. The Claimant filed his costs submission on 30 April 2026. The Respondent did not make any submissions on costs.

4. The Positions of the Parties

47. The following summary of the Parties' positions is illustrative only and does not necessarily comprise every submission advanced by the Parties. The Arbitrator confirms, however, that she has carefully considered all submissions made by the Parties, including the evidence adduced, regardless of whether there is any specific reference to them in this Award.

4.1. The Claimant's Position and Request for Relief

4.1.1.1 The Request for Arbitration (RfA)

48. In the RfA, the Claimant submitted that he signed a two-season Employment Agreement with the club on 3 April 2023 for a fully guaranteed net salary of EUR 250,000.00 per season, totalling EUR 500,000.00. During the second season, the club fell behind on salary payments, and the parties agreed to terminate the Employment Agreement early.

49. The Termination Agreement provided for EUR 70,000.00 to be paid in two instalments, in exchange for which the Claimant would waive the remaining four salary payments that would otherwise have been payable in February, March, April and May 2025 in accordance with the Employment Agreement, totalling EUR 90,911.00 (the "**Outstanding Salaries**").

50. The club paid the first instalment due under the Termination Agreement but failed to pay

the full amount due by 28 February 2025. The Claimant submits that EUR 11,656.00 remained unpaid (the "**Outstanding Termination Amount**").

51. The Claimant submits that, pursuant to Article 3 of the Termination Agreement, the club's failure to make payments in time triggered the obligation to pay the full amount of the Employment Agreement, i.e. EUR 500,000.00, less amounts already received. The Claimant calculated the outstanding amount as EUR 90,911.00 (the Outstanding Salaries) plus EUR 11,656.00 (the Outstanding Termination Amount), totalling EUR 102,567.00.

52. The Claimant cites BAT case law, in particular BAT 1703/21 and BAT 1313/18, to support his argument that the principle of *pacta sunt servanda* should apply and the acceleration clause in the Termination Agreement is valid and enforceable.

53. With respect to the duty to mitigate, the Claimant submits that the coaching job market is far more limited than for players, especially in the middle of the season, and that there were no openings at the time. He did not secure another coaching position for the remainder of the season.

54. In his Request for Arbitration, the Claimant requested the following relief:

> *"The Claimant request* [sic] *an award to be rendered according to which*
>
> 1. *The Respondent shall pay the Claimant* ***EUR 102,567 net*** *as salary compensation;*
>
> 2. *The Respondent shall pay the Claimant late payment interest of minimum 5% per annum on the sum of* ***EUR 102,567 from March 8th 2025*** *until the date of payment. (The interest calculated until 8th October is EUR 2,991.54)*
>
> 3. *The Respondent shall reimburse the Claimant for all BAT expenses and Advance on Costs as these will be calculated by the Arbitrator as well as the non-reimbursable handling fee of* ***EUR 4,000*** *already paid by the Claimant;*

> 4. *The Respondent shall reimburse the Claimant for incurred legal expenses with the final amount depending on the submissions to be determined in the course of the proceedings.*
>
> *Total amount in dispute:* ***EUR 105,558.54***"

4.1.1.2 The Correct Respondent

55. In his clarifications dated 1 December 2025, the Claimant submitted that ANCO BC Samara is the correct Respondent on the basis that the predecessor and successor entities executed the Transfer Agreement, described at paragraphs 14 to 16 above, under which ANCO BC Samara expressly assumed all rights and obligations of SBSC Samara, including those arising from the Termination Agreement.

56. The Claimant relies on BAT 0098/10 to support its position that an arbitration agreement extends to a successor entity where there has been an express assumption of the debt.

4.1.1.3 Amounts due to Claimant

57. In the Claimant's PO Response, he (a) confirmed that the table submitted by the Respondent with its submission dated 3 December 2025 setting out the payments it made to him was correct, (b) acknowledged that he could not provide bank statements from his Russian bank account, and (c) claimed that the outstanding balance from the Termination Agreement was EUR 11,656.00, being EUR 70,000.00 less the EUR 58,344.00 actually received, net of bank charges. The Claimant acknowledged that the Respondent disputed the balance, claiming that it was EUR 9,654.91. The Claimant requested that the Arbitrator decide *ex aequo et bono* which figure to accept.

58. In his submission dated 9 March 2026, the Claimant confirmed the total value of the claim in EUR is EUR 102,567.00, being the balance of EUR 11,656.00 plus the remaining

Outstanding Salaries of EUR 90,911.00. In the alternative, if the Arbitrator accepted the Respondent's calculation of the balance as EUR 9,654.91, the Claimant accepted that the total would be EUR 100,565.00.

4.1.1.4 Award Currency

59. In his submission dated 9 April 2026, the Claimant confirmed that he would not accept payment for the claimed amounts to be awarded in RUB and repeated his confirmation that his claim is in EUR.

4.2. The Respondent's Position and Request for Relief

60. The Respondent's position is that ANCO BC Samara is not the universal successor of SBSC Samara and therefore it is not a proper party. The Respondent accepts that it is the "sporting successor" to SBSC Samara only.

61. The Respondent submits that under Russian law, the assumption of a debt requires a tripartite agreement between the original debtor (SBSC Samara), the new debtor (ANCO BC Samara), and the creditor (the Claimant), and that no such agreement has been concluded and there was no valid assumption of the debt owed by SBSC Samara to the Claimant.

62. In any event, the Respondent disputes the Claimant's calculation of the outstanding balance due in respect of the Termination Agreement. It accepts that the Termination Agreement specifies that SBSC Samara will pay EUR 70,000.00 to the Claimant. However, it contends that the outstanding balance was only EUR 9,654.91 based on the documented payment of RUB 6,289,814.51 (equivalent to EUR 60,344.95 at the Central Bank exchange rate). The Respondent also challenged the Claimant's deduction of

EUR 1,000.00 in bank charges as it claims this is unsupported by evidence.

63. The Respondent argues that the only sum due to the Claimant is the outstanding balance under the Termination Agreement. The Respondent does not dispute that it negotiated with the Claimant as described at paragraphs 21 to 25 above, but its position is that any agreement for payment to the Claimant was subject to internal committee approval. As this was not agreed by the "*founding organization of the club*", the Respondent is only able to pay the Claimant EUR 9,654.91.

64. On the question of currency, the Respondent avers that due to the limitations of the Russian Federation payment system, any payment to the Claimant can only be made in RUB to the Claimant's account with a Russian bank.

65. The Respondent has not separately articulated the relief it requests based on these arguments but generally denies liability.

5. The Arbitrator's jurisdiction

66. 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).

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

68. The Arbitrator finds that the dispute referred to her is of a financial nature and is thus

arbitrable within the meaning of Article 177(1) PILA.[2]

69. Her jurisdiction is derived from the arbitration clause contained in Article 7 of the Termination Agreement, which provides:

> "*Any disputes arising under this Contract shall be settled in amicable way. In case of failing to achieve the consent the dispute will be solved in accordance with the rules of FIBA Arbitral (BAT) in Geneva, Switzerland and shall be resolved in accordance with the BAT arbitration rules by a single arbitration by the BAT president. The seat of 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. BAT decision will be final. The arbitrator shall decide the dispute ex aequo et bono.*" [sic]

70. The Employment Agreement also includes a BAT Arbitration clause at its Article IX which provides:

> "*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.*"

71. The Termination Agreement as well as the Employment Agreement is in written form and thus the arbitration agreements fulfil the formal requirements of Article 178(1) PILA.

72. 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).

73. The Respondent has argued that it is not a proper party to these proceedings because

---

2 Swiss Federal Tribunal, decision of 23 June 1992, BGE 118 II 353, 356 et seq.

it is not the universal successor of SBSC Samara and it is therefore not a party to the agreements to arbitrate in either the Employment Agreement or the Termination Agreement.

74. The Arbitrator disagrees with the Respondent. Under the Transfer Agreement, ANCO BC Samara expressly assumed all SBSC Samara’s debts arising from its participation in the VTB United League, including financial obligations to the counterparties specified in the Appendices.

75. In an email dated 23 June 2025, the Respondent's representative, Mr. Timur Kurmaev, stated: "*To summarize the situation — ANCO is the new entity successing* [sic] *BC Samara*". Furthermore, during the settlement negotiations in July and August 2025 described at paragraphs 19 to 25 above, the Respondent actively participated in, and itself proposed, the tripartite settlement agreement to settle the outstanding debt to the Claimant. This conduct is consistent with the assumption of SBSC Samara’s obligations.

76. Whilst it is not a signatory to either agreement, Swiss law permits the extension of the agreements to arbitrate to the Respondent in these circumstances. In BAT 0098/10, the Arbitrator confirmed, applying Swiss law, that the extension of an arbitration agreement is permissible where there is a legal relationship of “sufficient intensity” between the original parties and the third party and that this test is satisfied where there is an express assumption of a debt. In that case, even though the respondent was not a universal legal successor to the old entity, it had assumed salary debts through written agreements coordinated with the relevant authorities. The assumption of these debts was held to create a sufficient link to allow extension of the related arbitration agreements. In the present case, ANCO BC Samara expressly assumed the financial obligations of SBSC Samara to the Claimant in the Transfer Agreement.

77. For the above reasons, the Arbitrator concludes that ANCO BC Samara is a party to both

the agreements to arbitrate in the Employment Agreement and Termination Agreement, that it is therefore a proper party to the proceedings. Thus, the Arbitrator has jurisdiction to adjudicate the Claimant's claim against ANCO BC Samara.

6. No Hearing

78. Neither of the Parties has requested a hearing to be held, nor does the Arbitrator consider a hearing necessary. In accordance with Article 13.1 of the BAT Rules, the Arbitrator will therefore decide the Claimant's claims based on the written submissions and the evidence on record.

7. Discussion

7.1. Applicable Law – *ex aequo et bono*

79. 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.*"

80. 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.*”

81. Consequently, the Arbitrator shall decide *ex aequo et bono* the issues submitted to her in this proceeding.

82. The concept of “*équité*” (translating into equity, or *ex aequo et bono*) used in Article 187(2) PILA is fundamentally different from arbitration “*en droit*” (i.e., according to the law). As explained by the Swiss Federal Tribunal:

> *”The authorisation to rule in equity, within the meaning of this provision, relieves the arbitrator of the obligation to apply the rules of law, even mandatory rules, subject to certain reservations* [...]*.”*[3]

83. 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*”.

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

---

[3] Swiss Federal Tribunal, decision of 19 December 2001, 4P.114/2001, para. 2.c)bb)aaa) (free translation).

7.2. Findings

85. It is undisputed between the Parties that the Termination Agreement was validly concluded on 25 December 2024 between the Claimant and SBSC Samara. The Termination Agreement provided for the payment of EUR 70,000.00 to the Claimant, in two instalments, and in exchange, the Claimant agreed to waive the remaining four monthly salary payments for February through May 2025, totalling EUR 90,911.00.

86. The Arbitrator notes that the Respondent's position is that under Russian law, the assumption of a debt is only valid if the parties enter into a tripartite agreement. However, the Arbitrator finds that, as the Parties have agreed that this dispute is to be decided by a BAT arbitrator on an *ex aequo et bono* basis, the Russian law position is not applicable. Therefore, as found above, the Respondent has assumed the obligations of SBSC Samara under the Termination Agreement.

87. It is also undisputed that the Respondent failed to pay the full amount of EUR 70,000.00 by the stipulated deadline of 28 February 2025. Both Parties accept that a balance remains outstanding, though they disagree as to the unpaid amount. The Claimant's position is that this is EUR 11,656.00, the Respondent's view is that the unpaid amount is EUR 9,654.91.

7.3. Effect of the Termination Agreement

88. The central question for the Arbitrator on the merits is whether the Respondent's failure to comply with the payment terms of the Termination Agreement entitles the Claimant to claim the full amounts due under the Employment Agreement, or whether the Claimant's rights are limited to the amounts specified in the Termination Agreement.

89. The Respondent argues that the Termination Agreement was a mutual termination which comprehensively settled all obligations, that it did not reference any prior existing debt, and that the EUR 70,000.00 represented the entirety of what the Claimant was entitled to receive.

90. The Arbitrator does not accept this argument. The Claimant's waiver of his remaining salary rights under the Employment Agreement was conditional upon performance of the Termination Agreement by the club. Article 3 of the Termination Agreement is explicit in this regard, it provides that if the stipulated payments are not made in time, the club is obliged to "*pay Coach full amount of contract for 2023/2024 and 2024/2025 seasons to match total amount of €500,000 (Five hundred thousand Euro) until 8th March 2025.*"

91. The inclusion of this provision demonstrates that the parties clearly intended the Claimant's waiver of the remaining four salary payments to be conditional upon the club's compliance with its payment obligations under the Termination Agreement and, in the event of a breach, its obligation to pay the full salary under the Employment Agreement would be revived. This is consistent with the principle of *pacta sunt servanda*, as applied in BAT case law and is a common feature of termination or settlement contracts in international basketball. In BAT 1703/21, the Arbitrator held that where a termination contract is clear as to how it would operate in the event of the club's default, and the club fails to pay in full by the stipulated deadline, the acceleration clause is triggered and it must be applied.

92. In the present case, the Respondent (as successor to SBSC Samara) failed to pay the full EUR 70,000.00 by 28 February 2025. The Claimant subsequently gave the Respondent multiple opportunities to cure the breach, first by requesting only the outstanding balance of EUR 11,656.00 by 8 May 2025, then by offering to settle for EUR 70,000.00 by 23 July 2025, and finally by agreeing to a settlement of EUR 60,000.00 (later revised to EUR 63,187.00). Each of these opportunities was either

ignored or ultimately rejected by the Respondent. The Respondent's breach continues.

93. As the Respondent failed to comply with the terms of the Termination Agreement, the Claimant's conditional waiver of his remaining salary rights is of no effect, and the Claimant is entitled to claim the full amounts due under the original Employment Agreement, less amounts already received.

7.4. Quantum

94. The Claimant has calculated its claim in its submission of 9 March 2026 and the outstanding balance under the Termination Agreement is as follows:

- **EUR 11,656.00**, i.e. the difference between the EUR 70,000.00 compensation agreed under the Termination Agreement and the EUR 58,344.00 the Claimant claims he received after accounting for the conversion at the applicable exchange rate and banking fees applied to the RUB 6,289,814.51 sent by the Respondent;

plus

- **EUR 90,911.00**, i.e. the Outstanding Salaries that the Claimant had agreed to waive as part of the Termination Agreement which also now fall due as a result of the Respondent's non-compliance.

The Claimant's total claim on this basis is **EUR 102,567.00**.

95. Alternatively, the Claimant accepts that if the Arbitrator finds that the Respondent's calculation of the amounts outstanding under the Termination Agreement are correct,

then the total value of his claim would be EUR 100,565.00, i.e. EUR 9,654.00 in respect of outstanding payments under the Termination Agreement and EUR 90,911.00 for the Outstanding Salaries.

96. The Arbitrator notes in passing that the Claimant could potentially have claimed the total of all salary payments from November 2024 through May 2025 that remain unpaid or were waived under the Termination Agreement. The monthly salary under the Employment Agreement was EUR 22,727.00 from November 2024 to April 2025, and EUR 22,730.00 for June 2025, which totals EUR 181,819.00. From this, the amount of EUR 59,344.00 already paid under the Termination Agreement must be deducted to avoid double recovery.

97. However, the Arbitrator is strictly limited in her power to grant relief by the claims pleaded by the Parties. The Claimant has claimed EUR 102,567.00 (and EUR 100,565.00 in the alternative). In order to avoid ruling *ultra petita*, the Arbitrator cannot award more than the amount claimed by the Claimant.

98. On this basis, the Arbitrator finds that the total amount that remains outstanding from the Employment Agreement is EUR 102,567.00.

99. For completeness, the Arbitrator acknowledges that the Respondent disputes the EUR value of the RUB 6,289,814.51 it did send to the Claimant, however as the Arbitrator has found, for the reasons set out at paragraph 96 above, that he was in fact, in any event entitled to a larger sum of compensation she is therefore awarding the maximum amount claimed by the Claimant.

100. With respect to the duty to mitigate, the Arbitrator notes that BAT case law consistently holds that where a salary acceleration clause exists in a contract, the right to full compensation may be subject to the duty to mitigate losses. The Claimant has submitted

that the coaching job market is far more limited than for players, especially in the middle of the season, and that there were no openings available to him at the time, particularly given the specific markets in which he has worked. The Claimant did not secure another coaching position for the remainder of the season or thereafter.

101. The Arbitrator accepts that the market for head coaching positions in professional basketball is significantly more constrained than the market for players, and that termination in the middle of a season further narrows the available opportunities. The Claimant's right to the remaining salaries was triggered by a repeated breach, the Club was already in breach of the Employment Agreement for failing to make timely salary payments prior to the Termination Agreement, and the acceleration clause was triggered only after a second breach under the Termination Agreement. In these circumstances and considering that the Claimant demonstrated considerable restraint by giving the Club multiple opportunities to cure its breach before invoking his full contractual entitlement, the Arbitrator finds that the Claimant has discharged his duty to mitigate. The Claimant would not, by receiving the remaining salaries, be placed in a better position than he would have been had the Club honoured its obligations.

102. Accordingly, the Arbitrator finds that there should be no reduction to the Claimant’s entitlement in respect of his obligation to mitigate his losses.

7.5. Currency of the Award

103. The Claimant has maintained throughout these proceedings that his claim is denominated in EUR and that he will not accept payment in RUB on the grounds that he is a Croatian national who no longer resides in Russia, his entry visa has expired, the relevant Agreements provide for remuneration in EUR, and receiving payment in RUB in a Russian bank account would create significant practical and legal obstacles.

104. The Respondent has indicated that, due to the technical capabilities of the Russian Federation payment system, any payment can only be made in RUB to a RUB bank account in a bank of the Russian Federation.

105. The Arbitrator notes that the Employment Agreement and the Termination Agreement denominate the Claimant's compensation in EUR. Article III of the Employment Agreement stipulates a net salary of "*€500,000 (Five hundred thousand Euro)*". Article 3 of the Termination Agreement specifies compensation of *"€70,000 (Seventy thousand EURO)*" and the acceleration clause references *"€500,000 (Five hundred thousand Euro)*".

106. However, Article V. of the Employment Agreement, as set out at para.9 above, is clear in that all payments are to be made in RUB. Further, the Respondent has maintained that the payment of any award must be made in RUB. Therefore, there is no contractual basis for the Claimant's claim that any award must be paid in EUR.

107. Therefore, although the Arbitrator has found that the Claimant is in principle entitled to the Outstanding Salaries and the Outstanding Termination Amount, less the amounts already received in accordance with the Termination Agreement, she cannot order that this is payable in EUR as there is no contractual basis to do so. Further, the Arbitrator is strictly limited in her power to grant relief by the claims pleaded by the parties, and so cannot order compensation to be paid in RUB because this would go beyond the relief requested by the Claimant.

108. The Arbitrator has, in particular, considered BAT 1935/23 and the decision by the Swiss Federal Tribunal in the case BGer 4A_503/2021 referred to therein which confirms that whilst it is a matter of substantive law as to what currency the disputed obligation is due, it is a matter for Swiss law, as the *lex fori*, to determine whether or not an award may be ordered in a currency other than that requested by the Claimant in his submissions. In

that case it was held that Swiss law prohibits an arbitrator awarding claim in a currency other than that claimed. Therefore, in accordance with Swiss case law and to avoid ruling *ultra petita* the Arbitrator found in BAT 1935/23 that she must only accept the Claimant's claims in respect of payments made to the Respondent in USD and dismiss the Claimant's claim for payments received by the Respondent in RUB.

109. Accordingly, the Arbitrator cannot grant the Claimant's claims, which are in EUR (because the Claimant does not have any legal right to payment in EUR), and cannot instead grant the claim in the RUB countervalue of what the Claimant has requested (because this would amount to *ultra petita* under Swiss law). Therefore, the Claimant is not entitled to any compensation from the Respondent.

8. Costs

110. 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).* […]"

111. On 16 June 2026, the BAT President determined the arbitration costs in the present matter to be EUR 8,500.00.

112. 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."

113. Considering that the Arbitrator has dismissed the Claimant's claim in full, it is consistent with the provisions of the BAT Rules that the costs of the arbitration – advanced by the Claimant alone – be borne by the Claimant alone.

114. 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.*"

115. 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 (excluding the non-reimbursable handling fee).

116. The Respondent did not make any submissions on costs.

117. Therefore, the Arbitrator decides that in application of Articles 17.3 and 17.4 of the BAT Rules there shall be no order as to costs.

9. AWARD

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

1. **The claims of Mr. Drazen Anzulovic are dismissed.**

2. **Any other or further-reaching requests for relief are dismissed.**

Geneva, seat of the arbitration, 23 June 2026

Amani Khalifa
(Arbitrator)