ARBITRAL AWARD

(BAT 2329/25)

by the

BASKETBALL ARBITRAL TRIBUNAL (BAT)

Mr. Stephan Netzle

in the arbitration proceedings between

Mr. Norvel Pelle

- Claimant -

represented by Messrs. Juan de Dios Crespo Pérez and Alessandro Mosca, attorneys at law,

vs.

Beirut First Club
Chiyah Forum - VG7G+XG8 Baabda, Lebanon

- Respondent –

represented by Mr. Alessandro Oliverio, attorney at law,

1. The Parties

1.1. The Claimant

1. Mr. Norvel Pelle (hereinafter referred to as “Claimant” or “the Player”) is a Lebanese-Antiguan professional basketball player with his home residence in the U.S.

1.2. The Respondent

2. Beirut First Club (aka Beirut Sports Club) (hereinafter also referred to as “Respondent” or “the Club”) is a professional basketball team based in Beirut, Lebanon, which plays in the Lebanese Basketball League (LBL), the top-flight of basketball in Lebanon.

2. The Arbitrator

3. On 27 June 2025, Mr. Raj Parker, the Vice-President of the Basketball Arbitral Tribunal (the "BAT"), appointed Mr. Stephan Netzle as arbitrator (hereinafter the “Arbitrator”) pursuant to 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 his declaration of independence.

3. Facts and Proceedings

3.1. Summary of the Dispute

4. The following contains a summary of the main relevant facts which led to the present dispute.

5. On 30 June 2024, the Claimant and the Respondent signed an employment agreement (the "Employment Agreement"). The Employment Agreement was concluded for the duration of the Lebanese 2024-2025 basketball season including the play-offs, if applicable.

6. On 12 September 2024, the Player arrived in Beirut, joined the Club and successfully passed the required medical examinations.

7. The Player participated in the season's opening tournament, namely the "Super Cup Syria" including the Final, which was played on 27 September 2024.

8. On 28 September 2025, the Club's sporting operations were immediately suspended because of escalating hostilities which affected also Beirut. Lebanese players and their families made arrangements to relocate to safer areas. Foreign players were accommodated in a hotel and plans for their repatriation to their home country were made. On 3 October 2024, the Player returned home to the USA via Istanbul.

9. On 8 October 2024, the Player terminated the Employment Agreement and justified this by the Club's failure to pay the first instalment of his annual salary of USD 15,000.00 due upon passing the medical examination.

10. Also on 8 October 2024, the Lebanese Basketball Federation ("LBF") notified the Club that the League was halted indefinitely. On the same day, but after the Player had sent his notice of termination mentioned before, the Club sent the Player a notice of termination of the Employment Agreement on the grounds of *force majeure*.

11. On 26 May 2025, the Club paid the Player an amount of USD 28,000.00 covering the salary from 11 September 2024 to 8 October 2024 (without confirmation if it was net or gross of taxes). On the same day, the Club paid USD 30,000.00, together with a late penalty fee of USD 17,400.00 to the Player's agents, [the Player's Agent 1] and [the Player's Agent 2].

12. The Player is now claiming a compensation for the contractually agreed payments for the entire contractual term including the play-offs, plus a late payment penalty from 12 September 2024 (i.e. when the 1st salary payment became due) until 12 June 2025 (i.e. the date of the Request for Arbitration), minus payments of USD 28,000.00 which the Club had made in May 2025. He also claims a late payment penalty for the Agent Fee (which was assigned to him by his agents) from 12 September until 12 June 2025, from which the penalty already paid shall be deducted. The Club requests the dismissal of all claims.

3.2. The Proceedings before the BAT

13. On 12 June 2025, the Player filed a Request for Arbitration together with 24 Annexes in accordance with the BAT Rules. The non-reimbursable handling fee of EUR 6,000.00 was received in the BAT bank account on 9 June 2025.

14. On 30 June 2025, the BAT informed the Parties that Mr. Stephan Netzle had been appointed as the Arbitrator in this matter. Furthermore, a time limit was fixed for the

Respondent to file its Answer in accordance with Article 11.4 of the BAT Rules (hereinafter the "Answer") by no later than 21 July 2025. The BAT also fixed the advance on costs as follows, to be paid by the Parties by no later than 10 July 2025:

"*Claimant (Mr. Norvel Pelle)* *EUR 5,500.00*
Respondent (Beirut First Club aka Beirut Sports Club) *EUR 5,500.00*"

15. The Claimant paid his share of the advance on costs on 8 July 2025.

16. On 21 July 2025, the Respondent submitted its Answer together with four exhibits.

17. Also on 21 July 2025, the BAT notified the Parties that the Respondent had filed an Answer but not paid its share of the advance on costs. It invited the Claimant to pay the Respondent's share of EUR 5,550.00 until 28 August 2025 to ensure that the arbitration proceeded.

18. The Claimant paid the remaining share of the advance on costs on 8 August 2025.

19. On 30 July 2025, the BAT informed the Parties that the full Advance on Costs had been received and that the proceedings will now continue. In invited the Claimant to comment on the Answer, to provide his contract(s) with Knox Raiders (Australia) and any other club during the initial term of the contract with the Respondent and to furnish evidence for all his (or his agent's) endeavours to find a new club after the termination of the Employment Agreement, until 11 August 2025.

20. On 8 August 2025, the Claimant asked the BAT for an extension of the time limit for his Reply until 18 August 2025, which was granted.

21. On 18 August 2025, the Claimant submitted his Reply together with 11 Exhibits.

22. On 1 September 2025, the Respondent filed its Rejoinder.

23. On 9 September 2025, the BAT notified the Parties that the exchange of submissions was closed in accordance with Article 12.1 of the BAT Rules and invited the Parties to submit their detailed statement of legal costs until 16 September 2025.

24. The Respondent filed its costs submission on 11 September 2025. The Claimant filed his cost submission on 16 September 2025.

4. The Positions of the Parties

25. This section provides a summary of the Parties' main arguments rather than a comprehensive list thereof. However, the Arbitrator confirms that in deciding upon the Player's claim, he has carefully considered all the submissions made and evidence added, even if not expressly mentioned in this section.

4.1. Claimant's Position

26. The Club has failed to meet its financial obligations to the Player from the beginning, thereby prompting the Player to duly invoke the termination clause set forth in Article 13 of the Employment Agreement, in light of the Club's non-payment for more than 10 days.

27. Pursuant to article 4 of the Employment Agreement, the 1st salary payment of USD 15,000.00 became due upon the Player's arriving at the Club and passing the medical exam, which took place on 12 September 2024. On 30 September 2025 or 30

days after arriving to Lebanon, the 2nd payment of USD 15,000.00 was due, which equally remained unpaid.

28. According to Article 13 of the Employment Agreement, the Player was entitled *"to terminate the Employment Agreement prematurely and unilaterally, without any prior notice, if any payment (salary and/or bonus) due under this Employment Agreement is past due more than ten (10) days."* Since the Player arrived at the Club and passed the medical examination on 12 September 2024, he became entitled to terminate the Employment Agreement on 23 September 2023, because of the non-payment of the 1st instalment of his salary. He exercised his termination right on 8 October 2024.

29. As a consequence of the termination, the Club was obliged to compensate the Player for the full value of the Employment Agreement in the amount of USD 240,000.00 net.

30. In the pre-procedural correspondence, the Club rejected the Player's allegation that it had breached the Employment Agreement, asserting that: (i) it had not breached the Employment Agreement because the Player had failed to provide his bank details; and (ii) on 8 October 2024 it had terminated the Employment Agreement on its part due to *force majeure*, namely the violent events in Lebanon, which led to the close-down of the 2024-2025 basketball season by the LBF.

31. According to the Player, these arguments are flawed.

    (i) <u>On the Player's alleged failure to provide his bank details</u>: The Club was in possession of the Player's banking information because this had been communicated when the Player joined the Club. In any event, it would have been the Club's burden to ensure that the due money was transferred to the right place.

(ii) On the Club's own termination of 8 October 2025 because of *force majeure*: The Player's notice of termination was communicated by email on 8 October at 08:45 CET. In contrast, the Club's purported termination was sent by email on 8 October 2024 at 12:20 PM EEST, more than 2.5 hours after the Player's termination was received. Therefore, the Employment Agreement had already been validly terminated by the Player in accordance with Article 13 when the Club attempted to terminate the Employment Agreement through subsequent email. Consequently, the Club's purported termination is invalid and ineffective.

In addition, the Player could not even read the Club's termination notice, since it ended up in the spam folder of the Player's email-account, where it was discovered only on 3 April 2025, when the Player checked the junk folder of his mailbox after he had received a letter from the Club on the same day.

Even if the Club's alleged termination notice had been duly communicated to the Player, it would anyway be without just cause, as it does not comply with the requirements of article 14 of the Employment Agreement: An event of *force majeure* must result in the *cancellation* of the league by the LBF whereas in the present case, the LBF has just *postponed* the beginning of the season, which is not the same. In addition, the postponement was announced only on 17 October 2024, i.e. nine (9) days after the Player's notice of termination.

32. The Player is therefore entitled to all monies due to the Player during the entire term of his agreement (i.e. outstanding salaries/bonuses and residual value of the Agreement), payable immediately by way of acceleration. This amounts to USD 240,000.00 net. Article 13 of the Employment Agreement makes also clear that compensation shall be paid *"without any mitigation and/or offset whatsoever ".* Hence, mitigation and/or offset shall not apply as per the Parties' clear agreement on this matter.

33. The Player confirms that on 26 May 2025, the Club made a payment to the Player in the amount of USD 28,000.00 covering the salary from 11 September to 8 October 2024. This amount may be deducted from the Player's claim and reduces it to USD 212,000.00 net.

34. Pursuant to Article 13 of the Employment Agreement, a late payment penalty of USD 100.00 per day shall apply for the period from 13 September 2024 until 12 June 2025 (the date of the filing of the Request for Arbitration), resulting in a total amount of USD 27.200.

35. The Player then refers to Article 4 of the Employment Agreement, according to which he shall be entitled to additional USD 1,000.00 net per diem for each day the Club is playing past April 30, 2025. He accepts that the 2024-2025 season was postponed. But even if this would not have been the case, history shows that the Club regularly reached the Playoffs, which extended the regular season beyond 30 April 2025. The Club also qualified for the playoffs in 2025. The Player therefore claims an estimated additional amount of USD 25,333.33 net for the extended season 2024-2025.

36. In addition, the Player is entitled to the penalties accruing as a result of the late payment of the Agent Fee for his agents [the Player's Agent 1] and [the Player's Agent 2]. The Agent Fee became due on 12 September 2024, i.e. upon the Player signing the Employment Agreement, but was paid only on 26 May 2025. Pursuant to Article 12 of the Employment Agreement, a penalty of USD 100.00 per diem began to accrue from 13 September 2024. The agents have assigned their respective claims to the Player. The Club paid the overdue Agent Fee on 26 May 2025 (USD 30,000.00) together with late payment penalties of USD 17,400.00. These payments did not cover the entire late payment penalty, which the Player calculates at USD 33,800.00. However, BAT jurisprudence sets a limit to such penalties at the amount of the principal amount (i.e. USD 30,000.00). The Player therefore requests USD 12,600.00 only, to be divided into

USD 11,300.00 for [the Player's Agent 1]'s share and USD 1,300.00 for [the Player's Agent 2]'s share.

4.2. Claimant's Requests for Relief

37. "The Claimant respectfully requests that the BAT issues a decision as follows:

"a. To accept this claim.

b. To decide that the Respondent shall pay the Claimant USD 237,333.33 net of all taxes, as well as bank, wire, and/or the like fees, as compensation under articles 4 and 13 of the Contract (or alternatively as a consequence of the Respondent's unlawful termination of the Contract under article 14), plus 5% (five percent) per annum interest rate from 12 June 2025 (or alternatively 8 October 2024 in case point c) below was not awarded by the Arbitrator) until its effective and entire payment.

c. To decide that the Respondent shall pay the Claimant USD 27,200.00 net of all taxes, as well as bank, wire, and/or the like fees, as late payment penalty under article 13 of the Contract.

d. To decide that the Respondent shall pay the Claimant USD 12,600.00 net of all taxes, as well as bank, wire, and/or the like fees, as late payment penalty under article 12 of the Contract.

e. To decide that the Respondent shall provide the Claimant with a tax certificate indicating that all applicable taxes regarding the already paid amounts and requested amounts under the Contract have been paid on behalf of the Claimant.

f. Further to article 17.3 of the BAT Arbitration Rules to decide that the Respondent shall bear the entirety of the costs of this arbitration.

g. Further to article 17.4 of the BAT Arbitration Rules to decide, besides the payment of the non-reimbursable handling fee in the amount of EUR 6,000.00, that the Respondent shall pay the legal fees of the Claimant with respect to this procedure in the total amount of EUR 15,000.00.

Total amount in dispute: the total amount in dispute is USD 237,333.33 net, plus 5% p.a. interest rate from 12 June 2025 (or alternatively 8 October 2024), until its effective and entire payment, plus late payment penalties sought in relation to any period prior to the date of filing of the Request for Arbitration in the total amount of USD 39,800.00 net, totalling USD 277,133.33 net, together with the relevant tax certificates."

4.3. Respondent's Position

38. The Club describes the difficult situation in Lebanon in September and October 2024 as follows.

39. In September and October 2024, Lebanon, and specifically the city of Beirut, experienced a severe escalation in its security posture, predominantly due to intensified foreign airstrikes targeting Hezbollah strongholds across the nation. On 24 September 2024, the US Embassy in Lebanon issued a travel advisory alert, urging American citizens to arrange for their departure from the country. The gravity of the situation further intensified on 27 September 2024, when Beirut was subjected to a barrage of airstrikes, culminating in the assassination of a prominent Hezbollah leader and other high-ranking officials. These strikes also resulted in civilian casualties and extensive damage to buildings and critical infrastructure. On the same day, the US Embassy in Lebanon issued another security alert, reporting substantial explosions in the southern region of Beirut.

40. Upon the team's return to Beirut on 28 September 2024, the Club's sporting operations were immediately suspended, and its headquarters were vacated. The Chiyah Forum, the Club's home base, is situated in the Dahiyeh district, south of Beirut, an area reportedly subjected to sustained airstrikes and bombings. In the face of these escalating hostilities, Lebanese players promptly reunited with their families and made arrangements to relocate to safer areas. The foreign players of the team ([the Team's Foreign Player 1], [the Team's Foreign Player 2], and the Player) were accommodated in a hotel, and comprehensive plans were meticulously developed for their safe repatriation to their home country. Between 28 and 30 September 2024, airstrikes persisted in the southern part of Lebanon and extended into central and southern Beirut. Under these perilous circumstances, the safest recourse for the Club's foreign players was to remain secured in their hotel. By 2 October 2024, the Club successfully

facilitated the issuance of a flight ticket for the Player's return home via Istanbul. The Player subsequently returned home safely to the U.S. on 3 October 2024.

41. On 8 October 2024, the LBF formally notified the Club that the League was halted indefinitely. Crucially, on this very day, the Club unequivocally terminated the Contract with the Player on the grounds of *force majeure*, pursuant to Article 14 of the Employment Agreement. This termination notice was duly dispatched to the email address provided by the Player.

42. As a consequence of the termination by the Club, the latter compensated the Player for his services rendered up to the date of termination, which amounted to USD 28,000.00.

43. The Player now asserts that he had terminated the Employment Agreement only hours earlier and therefore, he shall be entitled to the full guaranteed salary along with a late payment penalty. However, the Player did not rightfully terminate the Employment Agreement, because it was not the Club’s fault that the first two salary payments had not been paid to the Player. According to Article 4 of the Employment Agreement, the Club was obliged to make the salary payments directly to the Player’s bank account of choice. The Player failed to fulfil a condition precedent to payment, namely to notify his bank details. He never provided the requisite bank details for the direct remittance of funds to the Club. Hence, the Club was precluded from fulfilling its payment obligations.

44. Furthermore, the Claimant attempts to deny the applicability of *force majeure* by arguing that the Lebanese League was merely *postponed* not *cancelled*. While the LBF may not have utilized the precise term "cancellation" it is self-evident that the declared impossibility to proceed justifies the Club’s enforcement of the *force majeure* clause. At that moment, the future remained entirely uncertain, with no indication of if, how, or when sporting operations could possibly resume. The league only began in February

2025. The indefinite postponement of the Lebanese League by the LBF was the functional equivalent of a cancellation.

45. The Player's demand for an additional USD 1,000.00 per diem for any period after 30 April 2025 as per Art. 4 of the Employment Agreement is fundamentally misplaced. Art. 4 was explicitly negotiated and executed under the presumption that the Lebanese League would commence in November 2024 with a pre-season in September 2024. The unforeseen and indefinite postponement of the League was a circumstance entirely unknown to the Parties at the time of contract signing. To strictly construe the payment terms, particularly the daily increment, based on a season commencement date in February 2025 rather than November 2024 as usual, would result in an inequitable application of the Employment Agreement.

46. The Club paid the Agent Fee and the late payment penalties on 26 May 2026 but did not include the period from 9 October 2024 (i.e. the date of the initial notice of payment) until 28 March 2025 (i.e. the date of the subsequent notice of payment). The agents' and Player's long period of silence led the Club to assume that the Agent Fee was no longer claimed. It is not acceptable waiting a long time to demand payment of the agent fee only to then demand a penalty payment because of late payment.

4.4. Respondent's Requests for Relief

47. The Respondent requests the BAT Arbitrator to grant the following reliefs

> *"• to reject all claims of the Claimant; and*
>
> *• to award the Respondent all costs of this proceeding, including handling fees and arbitration expenses, as well as a reasonable sum for attorneys' fees and expenses in accordance with the BAT Arbitration Rules 17.3 and 17.4 and the practices of this Tribunal."*

5. The jurisdiction of the BAT

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

49. 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[1].

50. The jurisdiction of the BAT over the dispute results from the arbitration clause contained in Article 17 - Arbitration of the Employment Agreement:

> *"Any dispute arising from or related to the present contract shall be submitted to the Basketball Arbitral Tribunal (BAT) in Geneva, Switzerland. If a Request for Arbitration is filed, the dispute shall be resolved in accordance with the BAT Arbitration Rules by a single arbitrator appointed by the BAT President. The arbitrator shall decide the dispute ex aequo et bono. Provided that the relevant requirements as set out in the BAT Arbitration Rules are met, each party may file a Payment Order Request instead of a Request for Arbitration. In such case, a Payment Order Procedure shall be conducted in accordance with the BAT Arbitration Rules. The parties acknowledge and agree that any Final Payment Order issued by the BAT President shall have the effects of a final and binding arbitral award between the parties to the dispute. In any case, 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."*

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

52. 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).

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

53. Moreover, the jurisdiction of the BAT has not been contested in this arbitration procedure.

54. For the above reasons, the Arbitrator has jurisdiction to adjudicate the Claimant's claims.

6. No Hearing

55. 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*

56. 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 is generally translated into English as follows:

> "*the parties may authorize the arbitral tribunal to decide ex aequo et bono*."

57. 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.*"

58. Article 17 of the Employment Agreement provides that "[t]*he arbitrator shall decide the dispute ex aequo et bono.*"

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

60. 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* [...]*."*[2]

61. 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.*"

62. Considering the foregoing considerations, the Arbitrator makes the findings below.

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

7.2. Findings

63. This decision depends on the answers to the following key questions:

(1) When and by whom was the Employment Agreement terminated?

(2) Was the termination of the Employment Agreement justified?

(3) What are the financial consequences of the termination of the Employment Agreement?

7.2.1. When and by whom was the Employment Agreement terminated?

64. While the Player submits that he terminated the Employment Agreement by his notice of termination which was communicated to the Club by email on 8 October 2024 at 08:45 CEST, the Club relies on its own letter, which it sent to the Player by email on 8 October 2024 at 12:20 pm EEST, i.e. 2:35 h later. Termination is a declaration of intent that requires receipt. Proof of receipt lies with the person giving notice.

65. The Club does not dispute that it received the Player's notice on 8 October 2024, but it contests its validity. However, there is a difference between the act of termination (i.e., the effectiveness of a notice of termination) and the justification for termination (i.e., whether the termination was with or without cause).

66. BAT jurisprudence has remained consistent in holding that a notice of termination – whether by a player or a club – immediately ends the employment agreement upon receipt, regardless of whether the termination is later found to be justified. The

justification for termination affects only the financial or legal consequences, not the effectiveness of the termination itself.[3]

67. Hence, the Player's notice of termination of 8 October 2024 brought the Employment Agreement to an immediate end. It is undisputed that the Club's notice of termination was sent to the Player only after the Club had already received the Player's notice of termination. The Club's notice of termination had therefore no bearing on the fact that the Employment Agreement was no longer in force, regardless of whether the Player took note of the Club's letter on the same day or whether it first landed in the spam folder, as he claims.

68. Whether the Player's termination was justified or not, is however a different question, which will be addressed below.

7.2.2. Was the Player's termination of the Employment Agreement justified?

69. The Player justifies the termination of the Employment Agreement by the undisputed fact that the Club had not paid the first salary instalment of USD 15,000.00 net on time (i.e. *"upon arriving to Lebanon and passing the medical exam"*, as stipulated by Article 4 – Salary of the Employment Agreement). The Player passed the medical examination on 12 September 2024.

70. The Player's right to terminate the Employment Agreement if the Club was late with any contractual payment is based on Article 13:

> *"Article 13 – Late-payment termination: The Club agrees that the Player may terminated [sic] this Agreement prematurely and unilaterally, without any prior notice needed, in the event that any payment (salary and/or bonus) due under this Agreement is past due*

[3] See, e.g. BAT 1833/22, BAT 1571/20, BAT 1308/18.

more than ten (10) days. In such case, as soon as the Player notifies the Club in writing about the termination of the Agreement due to the Club's non-payment, the Player shall be granted his unconditional release and free agency and the Club shall take all necessary steps to issue a FIBA Letter of Clearance immediately and, in no case later than 72 hours from any request received. In case the Club does not issue a FIBA Letter of Clearance within 72 hours from any request received, it shall pay the Player a penalty amounting to USD 1,000 for every day of delay.

71. On 8 October 2024, the 1st payment was overdue by more than 10 days.

72. The Club however submits that the Player had failed to provide the Club with his banking details which made it impossible for the Club to transfer the money to the "*Player's bank account of choice*" as required by Article 4 of the Employment Agreement, which states.

> *"Article 4 - Salary: The Club shall pay the Player a fully guaranteed salary in the amount of USD Two Hundred and Forty Thousand US Dollars NET (240,000 US dollars) and the Club shall pay the Player according to the following payment schedule and it shall mandatorily wire the money directly to the Player's bank account of choice:*
>
> *1st Payment $15,000 USD upon arriving to Lebanon and passing medical exam* […]*."*

73. According to the Club, the notification of the Player's "*bank account of choice*" was a condition precedent to fulfil the Club's payment obligation. Without this information, the Club could not meet its obligation to pay the Player's salary instalments and, therefore, did not breach the Employment Agreement. Hence, there was no valid reason for the Player to terminate the Employment Agreement based on Article 13 on 8 October 2024. The Club claims that it did not receive the Player's banking information before 28 March 2025.

74. As a general principle, the debtor is required to perform payment obligations at the agreed place and time. However, the creditor has a corresponding burden to cooperate by providing the information necessary for performance such as banking details if the parties have agreed that payment is to be made by transfer. If the creditor fails to

provide such information on request, the debtor cannot be put in default for non-payment until the necessary details are supplied. The debtor's obligation to pay is thus suspended until the creditor enables performance by providing the required information. However, this is no strict defence for the debtor to withhold payment under any circumstances. BAT awards consistently rejected the notion that a debtor may withhold payment solely because the creditor has not provided banking information or related documentation, unless the contract expressly makes payment conditional on receipt of such information and the debtor has contemporaneously and in good faith requested it.[4] The simple reference to the "*Player's bank account of his choice*" does not satisfy this requirement.

75. The Player also argues that the Club had always been in possession of his banking information, since he handed a printout with the respective information to the Club's Secretary [the Club's Secretary] upon arrival at the Club on 12 September 2024. The accuracy of the information on the printout that the Player claims to have handed over to the Club remained undisputed. The Club replies that no such information was provided before the respective payments became due, and it would anyway be *"highly unusual, if not outright negligent, for a professional basketball player, to rely on a mere physical printout for sensitive financial information like bank details."*

76. The Arbitrator does not share the Club's statement with respect to the form of the banking information: The Employment Agreement does not require a particular format of communication of the banking information. Delivery of this information on a hard copy serves its purpose just as well as delivery by electronic means. Handing over a printout is by no means unusual in itself. What remains, however, is proof of delivery.

[4] See, e.g. BAT 0441/13, BAT 1539/20.

77. The first salary payment became due upon the Player's arrival at the Club and completing the medical exam on 12 September 2024. The Club let this date pass silently and without executing the payment. Under the circumstances, it would have been the most natural thing in the world for the Club to ask the Player, who had already arrived in Beirut, where his salary should be transferred to, if the relevant information was not yet available. After all, it can be assumed that the Player had not deliberately withheld this information if it had not yet been communicated, and that it was, at most, an oversight. For the Club simply waiting to see whether the Player would inquire about his salary is difficult to understand in any case. Ultimately, the payment obligation is the Club's primary obligation under the Employment Agreement, while providing bank details was a secondary obligation of the Player to enable the Club to fulfil its contractual obligation.

78. The Club refers to its own notice of termination which it sent to the Player only hours after the receipt of the Player's termination notice. In it, the Club asked the Player to provide it with the banking details for the transfer of the compensation for the duration of the terminated contract. Such request would not have been necessary if the Club had already been in possession of the Player's banking information, the Club argues. However, the Club must face the question of why it did not ask for that information already when the first salary payment was due in mid-September 2024.

79. It is true that Article 13 allows the Player to terminate the Employment Agreement *"without any prior notice needed, in the event that any payment (salary and/or bonus) due under this Agreement is past due more than ten (10) days."* That is what the Parties agreed, although it is highly unusual that the termination right does not require a prior reminder.

80. The obligation of the Club in fulfilling the payment obligation and the Player's responsibility to provide his banking details can also be viewed from the perspective of

the overriding principle of *"pacta sunt servanda",* which considers termination without notice a last resort after all good faith attempts to uphold the contract have failed. In the present case, no party has made a good faith attempt to uphold the Employment Agreement.

81. In any case, it is undisputed that the Club did absolutely nothing to fulfil its payment obligation, which is in the Arbitrator's eyes more serious than the alleged failure of the Player to submit the banking information without being asked. Moreover, it seems entirely plausible that the Player either provided the Club with his payment details upon arrival, whereby the form of the information is irrelevant, or that it would have easily been possible for the Club to obtain the Player's banking details. The Club cannot therefore simply invoke the lack of proof of receipt of the payment information to escape its main obligation under the Employment Agreement.

82. Therefore, the Arbitrator considers the Player's termination notice of 8 October 2024 valid and effective.

7.2.3. What are the financial consequences of the termination of the Employment Agreement?

83. The Player terminated the Employment Agreement for cause, and requests compensation for the resulting damage. BAT jurisprudence has consistently held that it is the primary aim to restore the injured party to the financial position they would have occupied had the contract been properly performed *(restitution in integrum).* Compensation typically includes outstanding salaries, bonuses, and other contractual benefits for the remainder of the contract term.[5] BAT jurisprudence on compensation

[5] See e.g. BAT 0441/13, 0644/15, BAT 1664/21.

for player terminations for cause is characterized by a principled, fact-specific analysis rooted in *ex aequo et bono*, with a strong emphasis on full compensation and mitigation. The calculation of damages is highly fact-sensitive, with arbitrators considering contract duration, outstanding salary, bonuses, mitigation efforts, and the specific circumstances of each case.

84. Nor can it be inferred from Article 13(2) of the Employment Agreement that the compensation payable to the Player who terminated the agreement for cause must mandatorily correspond to the agreed salaries and bonus payments for the entire term. This is because, in any case, it is for the Arbitrator to determine the "*residual value*" of the terminated agreement as expressly referred to in the said Article.

85. The Player calculates the additional compensation for the damage resulting from the Club's unjust breach of contract at USD 212,000.00 net of taxes, which corresponds to the total annual salary of USD 240,000.00 net of taxes as agreed in the Employment Agreement, minus the amount of USD 28,000.00 the Club paid the Player for his services prior to termination. This means that the Player's claim in terms of net salary would result in a compensation that is almost eight times higher than the paid compensation for the rather short duration of the Employment Agreement of 28 days, which 28 days ended three weeks before the planned start of the season, without a single league game played. Even if the Club provided the immediate reason for termination, it cannot come as no surprise that such an outcome must be critically questioned under the *ex aequo et bono* principle, at least in view of the circumstances surrounding the Player's termination in this case.

86. The Player's calculation is based on the assumption that the Employment Agreement would have continued until its contractual end if he had not terminated it for cause after only 28 days. However, the residual value of the Employment Agreement not only depends on the contractual term, but also on the risk of early termination by the Club

for cause, whereby the possibility and probability of such termination must be taken into consideration, as this is a basic accounting principle, when assessing the capitalised value of future income. Indeed, it is also recognized in BAT jurisprudence that, when assessing damages, it is necessary to conduct a prognosis of how things would have gone had the event resulting in the early termination of the contract (here: the Player's termination) not taken place.[6]

87. In the present case, one cannot simply turn a blind eye to the situation in which the Club found itself in October 2024 through no fault of its own. Beirut and parts of Lebanon were heavily affected by belligerent events. The situation in Lebanon worsened in summer and fall 2024. Various countries, including the United States, had issued travel warnings and urged their citizens to leave the country. After airstrikes on Southern Lebanon and parts of Beirut between 28 and 30 September 2024, the Club's foreign players were advised to stay in their hotel and arrangements for the Player's return home were made. On 3 October 2024 (i.e. five days before his notice of termination), the Player left the country and there is no indication in the file that he intended to come back.

88. According to Article 14 of the Employment Agreement, the Club was entitled to terminate the Employment Agreement in case of *force majeure*:

> *"Article 14 – Force Majeure: In the event of a Force Majeure, which includes but is not limited to acts of God, war, epidemics, pandemics, government orders, natural disasters, or any other event beyond the reasonable control of the Club, which results in the cancellation of the league by the Lebanese Basketball Federation, the Club shall have the right to terminate this agreement.*
> *Upon such termination, the Club shall compensate the Player for services rendered up to the date of termination."*

[6] Cf. BAT 0815/16, para. 114; BAT 0863/16, para. 60; BAT 1566/20, para. 71.

89. On 8 October 2024, after the LBF formally notified the Club that the League was halted indefinitely.[7] This led the Club to terminate the Employment Agreement with the Player based on Article 14 on the same day. Since the Player had already validly terminated the Employment Agreement just a few hours before, the Club's termination no longer had any terminating effect. What this shows, however, is the fact that the Parties had agreed that the Employment Agreement could be terminated by the Club at any time in the event of *force majeure* in general and the cancellation of the league by the LBF in particular. This circumstance cannot be ignored when assessing the loss of the Player's income. In other words, the Player did not have an unrestricted claim to the entire annual salary, but the *ex ante* salary perspective, at the time of the Player's termination. was subject to the realistic possibility of an early termination under Article 14.

90. While it is true that many player contracts contain a comparable *force majeure* clause, and that the mere presence of such a clause does not impact a player's claim for compensation of lost future income, the case at hand is quite different, since there was indeed a situation at the Club's place which was likely to meet the description in Article 14, namely the suspension of the upcoming league 2024-2025, which was actually announced on 8 October 2024 by the LBF.

91. To assess the scope of Article 14 in this case, it must be examined whether the Club's termination of the Employment Agreement on this basis would have been effective if the agreement had not been terminated shortly before by the Player. In this respect, the Player argues that the Club's own notice of termination was not effective for two reasons: (i) the email with the Club's notice of termination landed in the Player's spam

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7 The Club submitted a copy of the letter from the LBF dated October 8, 2024, as Exhibit R2. A similar letter dated October 17, 2024, was submitted by the Player as Annex 21. Contrary to the Club's copy, the Player's copy does not show the reference number and the name of the recipient. Since the Club's notice of termination of 8 October 2024 explicitly refers to the notification of the LBF, 8 October 2024 is deemed to be the relevant date when the Club was informed about the indefinite suspension of the league matches.

folder and was not discovered before 3 April 2025, and (ii) there was no event under Article 14 which would have justified the Club's termination.

7.2.3.1 "The Club's notice of termination was not effective because it landed in the Player's spam folder"

92. The Parties exchanged communication by email including the Player's notice of termination of 8 October 2024. Hence, communication by email was an accepted means of communication, also with respect to legally relevant notifications. It is undisputed that the Club's termination notice was sent to a valid email address of the Player, namely [the Player's Email Address], as also indicated in the Employment Agreement. In this arbitration, the Player confirmed receipt of the notice of termination, albeit only on 3 April 2025, because it was allegedly redirected to the spam filter of the Player's account, and discovered there only months later.

93. BAT awards emphasize that if communication by email is generally accepted by the parties, the burden of proof is on the sender to show that notice was delivered, but once an email is sent to the correct address and not rejected by the system, the risk of non-receipt due to internal handling or spam filtering falls on the recipient.[8] The date of relevant receipt of the Club's termination notice is therefore the date on which the email containing the notice arrived in the spam folder of the Player's email account, presumably on 8 October 2024.

94. Hence, while the Club's notice was too late to terminate of the Employment Agreement, it may still serve as an indication that the Club could and would have terminated the agreement on 8 October 2024 because of Article 14 if the Player had not pre-empted

[8] See, e.g., BAT 2049/23.

it. The question remains, whether the suspension of the league by the LBF was a valid reason for termination under this provision.

7.2.3.2 "The suspension of the league by the LBF was not a valid reason for termination under Article 14 of the Employment Agreement

95. The Player is correct when stating that BAT tribunals have consistently adopted a narrow, text-based approach to the interpretation of *force majeure* clauses. The BAT requires that any excuse for non-performance due to *force majeure* must be grounded in clear and specific contractual language.[9]

96. The Club's notice of termination refers to an indefinite postponement of the 2024-2025 league season by the LBF. The Player counters that Article 14 speaks of "cancellation" and not "postponement". The 2024-2025 league season was not cancelled but only rescheduled. Indeed, the 2024-2025 league season eventually started with a delay of three months on 1 February 2025. However, as the Club points out correctly, the question of whether the decision of the LBF of 8 October 2024 met a situation covered by Article 14 cannot be assessed in retrospect. What matters is how the circumstances appeared on the day of the decision, i.e. on 8 October 2024. On 8 October 2024, due to the ongoing belligerent events, it was completely unclear whether, when and how play could resume. This is also what the letter of the LBF says. A digital news service ("This is Beirut") describes the situation as it presented itself at the time, as follows:[10]

> ***"Basketball – Lebanon: Hope interrupted by war***
> […] *The Lebanese basketball championship, once flourishing, was hit hard by the conflict, drastically altering the trajectory of what should have been a historic season. Before the*

[9] See e.g., BAT 1670/21, BAT 1541/20.

[10] https://thisisbeirut.com.lb/articles/1298996/basketball-lebanon-hope-interrupted-by-war (uploaded on 16 October 2024).

conflict began, fans, players, and clubs were looking forward to what was expected to be one of the most competitive seasons in Lebanese basketball history.

Immediate Impact: A paralyzed Sport
The conflict immediately disrupted the logistics and operations of the championship. Matches were postponed or cancelled, and clubs were forced to suspend their activities. Many sports facilities were damaged or repurposed, making training and competitions impossible. Financially, the war caused a significant crisis, as sponsors withdrew their support in the face of economic uncertainty, leaving teams struggling to survive. Players, too, saw their careers come to a standstill. Some chose to leave the country to continue their careers abroad, while others had no choice but to give up their professional aspirations.

The Future of Lebanese Basketball

Despite the current bleak outlook, there remains hope for the revival of Lebanese basketball. The love for the sport remains strong among fans, and once peace is restored, the return of competitions could reignite interest. However, rebuilding will require strong infrastructure, financial support for clubs, and a focus on developing young talent.

The path to recovery will be long, but if the passion for basketball endures, Lebanon may one day reclaim its former glory on the courts and fans could experience the exceptional season they had anticipated before the war turned everything upside down."

97. Most notably, also the Player had decided to leave the country already before the announcement of the LBF and terminated the Employment Agreement with immediate effect only a few days later. This may also illustrate how he himself assessed the future of his sport and his own perspective in Lebanon, namely hopeless. Otherwise, given that basketball players can be presumed to want to play their sport, one would have expected the Player to at least wait with his termination until he had secured a playing spot elsewhere, or after sending a reminder for payment to ascertain whether the Club was really not willing to pay his salary.

98. Considering the meaning and purpose of Article 14, the Arbitrator therefore finds that the suspension of all league matches and the postponement of the start of the season 2024-2025 by the LBF with no prospect of a return to play meant, at least at that point in time, that the season 2024-2025 had been "cancelled" within the meaning of Article 14 of the Employment Agreement, regardless of whether this was the specific term used by the LBF in its communications.

99. Even assuming that on 8 October the situation had not yet amounted to a full "cancellation" of the entire season, there was a significant risk that the indefinite suspension of the season would turn into a partial or even full cancellation of the season, triggering at that time a termination with cause by the Club, subsequent to which the Player would not be entitled to any further salaries. Taking into account all submissions and evidence on the situation as it existed in Beirut at the time of termination, including the significant uncertainty as to how the situation would develop, the Arbitrator finds that the value of the Claimant's claim for salaries at the time of his termination was 30% of all future salaries, i.e. EUR 63,600.00. This assessment also takes into account the fact that the Club did not comply with its main contractual obligation, namely paying the Player's salary, and that it invoked an unconvincing reason for non-payment. All of this carries weight when compared to the Player's limited prospects for future income.

7.2.3.3 The claim for compensation for the playoffs

100. The Arbitrator does not accept the Player's separate claim for an additional compensation of USD 25,333.33 "*for the days which the Club played past 30 April 2025, calculated on the average number of extra days played by the Club over the past three seasons after 30 April of each corresponding year".* It would be going too far to calculate the probability of the season being extended as a result of the Club possibly qualifying for the play-offs under the given circumstances and considering other uncertainties such as the composition of the team at that time and the strength of the opposing teams. These factors are adequately taken into account in the estimation of the residual value of the contract, which ultimately cannot be based on mathematical calculations. In addition, it would not be fair under the circumstances to grant the Player a special compensation for the Club's achievements which were accomplished under difficult circumstances without the Player contributing in any way, as he terminated the

Employment Agreement before the scheduled start of the season and did not participate in a single league match.

7.2.3.4 The Player's duty to mitigate the damage

101. Article 13 of the Employment Agreement states that in case of *"late-payment termination", "all monies due to the Player during the entire term of this agreement (i.e. outstanding salaries/bonuses and residual value of the Agreement) shall be immediately due and payable by way of acceleration, without any mitigation and/or offset whatsoever."*

102. BAT tribunals accept that parties may contractually exclude the duty to mitigate damages in player contracts, provided the clause is clear, specific, and reflects the parties' true intent. However, as such exclusions have the effect of a penalty clause, arbitrators retain discretion to review and, if necessary, moderate or disregard exclusion clauses if their enforcement would be manifestly unfair, disproportionate, or contrary to public policy.[11]

103. In the present case and being aware of the Player's contract with the Australian basketball club Knox Raiders dated 31 March/1 April 2025, considering also the established efforts of the Player's agent to find alternative employment for him earlier, and the timing of the Player's (justified) termination of the Employment Agreement, and in the absence of valid arguments of the Club why mitigation should nevertheless apply, the Arbitrator sees no grounds to interfere with the Parties' contractual exclusion of the

[11] See, e.g., BAT 0634/14, para. 73.

mitigation duty. No deduction or offsetting against the compensation owed to the Player shall therefore take place under this title.

7.2.3.5 The claim for a Penalty for late payment of the amounts due by the Club

104. The Club has paid the Player's salary for the period between the beginning of the Employment Agreement (12 September 2024) until its termination (8 October 2024) of USD 28,000.00. This amount is not contested. However, it was paid only on 26 May 2025 instead of 12 September 2024, when the first instalment became due.

105. The Player is further entitled to a compensation for damages caused by the Club as set out in para. 99 and 102 above. This compensation became due upon the Player's termination. The Club was therefore in default from 12 September 2024 until the date of the Request for Arbitration of 12 June 2025. According to Article 13 of the Employment Agreement, a late payment penalty of USD 100.00 per diem, irrespective of the amount due, applies to a period from 13 September 2024 until 12 June 2025, i.e. 272 days, amounting to a total amount of USD 27,200.00, as requested.

106. Excessive contractual penalties are subject to judicial review and reduction. BAT jurisprudence has found penalties to be disproportionate compared to the principal amount due, especially if the penalty exceeds the principal amount. The Arbitrator shall however respect the contractual agreement of the parties and not interfere with the contractual agreement of a penalty without the request of a party and in the absence of a striking imbalance or of obvious unfair advantage to an inexperienced party. Such requirements are not present in this case.

107. The Arbitrator therefore finds the late payment penalty on the amounts due by the Club not excessive and does not have to be adjusted

7.2.3.6 The claim for the late payment of the Agent Fee

108. The Player also requests payment of a late payment penalty of USD 12,600.00 for the delayed payment of the Agent Fee. The Player had the relevant claim assigned to him by his agents [the Player's Agent 1] and [the Player's Agent 2], to which the Club had no objection.

109. According to Article 12 of the Employment Agreement, the entire Agent Fee of USD 30,000.00 net became due on 10 September 2024. USD 20,000.00 had to be paid to [the Player's Agent 1] and USD 10,000.00 net to [the Player's Agent 2]. The Club paid the Agent Fee only on 26 May 2025. It also added USD 8,700.00 as late payment penalties to each of the two payments, resulting in a total amount of paid late payment penalties of USD 17,400.00.

110. The Player submits that while the principal amount of the Agent Fee was fully paid on 26 May 2025, the Club should have paid USD 33,800.00 instead of USD 17,400.00 as late payment penalty. However, according to standing BAT practice, the total amount of late payment penalties may not exceed the principal amount on which the penalties became due, i.e. USD 30,000.00. The difference between the maximum penalty allowed of USD 30,000.00 and the penalty paid (USD 17,400.00) amounts to USD 12,600.00, which is claimed in this arbitration.

111. The Arbitrator does not accept the Club's defence that no penalty was due for the time between 9 October 2024 and 27 March 2025 because no efforts to enforce the Agent Fee had been made and that, therefore, the Club could assume that the matter *"was dormant or subject to the development of the dispute with the player."* The Arbitrator refers to the BAT jurisprudence relating to the forfeiture of claims and finds that the short time elapsed and the efforts of the Agents do not allow such a conclusion.

112. However, the Arbitrator finds it difficult to follow the Player's calculation of the late payment penalty on the Agent Fee. He accepts that a penalty of USD 100.00 per diem accrued on the unpaid Agent Fee from 11 September 2024 until full payment on 26 May 2025. This corresponds to 258 days. The entire late payment penalty therefore amounts to USD 25,800.00. On 26 May 2025, the Club paid not only the full Agent Fee to the two agents, but also a late payment penalty of USD 17,400.00 divided equally to each Agent. What is still open is the difference of USD 8,400.00, which is less than the USD 12,600.00 claimed by the Player in this arbitration.

113. The additional late payment penalty on the Agent Fee of USD 8,400.00 as calculated above is not excessive and therefore granted.

7.2.4. Net amounts and tax certificate

114. According to Article 11 of the Employment Agreement, *"all amounts specified in this Agreement are net of all taxes. The Club shall provide the Player with the applicable tax certificates (foreign tax credit letter stating that the amount of taxes the Club paid to the Player 's behalf upon request by the Player."*

115. All amounts payable to the Player are therefore considered net amounts, without taxes imposed or requested by the Lebanese tax authorities.

116. The Player requests the Club to provide him with a tax certificate indicating that all applicable taxes regarding the already paid amounts and requested amounts under the Employment Agreement have been paid on behalf of the Claimant. The Arbitrator confirms that the Club is obliged to do so, in line with BAT jurisprudence.

7.3. Interest

117. The Player requests default interest at a rate of 5 % on the outstanding payments and compensation. The Employment Agreement does not contain a regulation concerning interest. According to standing BAT jurisprudence, default interest can be awarded even if the underlying agreement does not explicitly provide for an obligation to pay interest. As requested by the Player and in correspondence with the standing BAT jurisprudence, the default interest rate is of 5% per annum.

118. According to the Player's request, default interest shall accrue on the compensation of USD 62,800.00 as the principal amount awarded to the Player from the date following the receipt of the Request for Arbitration by the BAT (i.e. 13 June 2025) until full payment of this amount.

7.4. Summary

119. The Arbitrator accepts the Player's claim for (i) the compensation for the unpaid part of the amounts agreed in the Employment Agreement in the amount of USD 63,600.00 net of any taxes, (ii) interest of 5% on the awarded amounts since 13 June 2025 until payment, (iii) the penalty on the late payment of these amounts of USD 27,200.00 plus (iv) the late payment penalty on the Agent Fee assigned to the Player in the amount of USD 8,400.00.

120. The Arbitrator further accepts the Player's claim for an official Lebanese tax security certificate on all payments due by the Club and paid to the Player.

8. Costs

121. 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).* […]"

122. On 27 October 2025, the BAT Vice-President determined the arbitration costs in the present matter to be EUR 11,000.00.

123. 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.*"

124. It is consistent with the provisions of the BAT Rules that the fees and costs of arbitration be borne by the Parties in proportion to their degree of failure in these proceedings. The Claimant's claims were upheld by approximately 36%. However, it cannot be disregarded that it was the Respondent's failure to pay the very first instalment of the Player's salary which triggered this proceeding, which could reasonably have been avoided. Therefore, the Arbitrator finds that each party shall bear half of the arbitration costs.

125. Given that the Claimant paid the total Advance on Costs in the amount of EUR 11,000.00, the Respondent shall reimburse EUR 5,500.00 to the Claimant.

126. 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.*"

127. 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.

128. The Claimant claims legal fees in the amount of EUR 15,000.00 plus repayment of the non-reimbursable handling fee of EUR 6,000.00. The Respondent claims legal fees in the amount of EUR 13,000.00.

129. Taking into account the factors required by Article 17.3 of the BAT Rules, the maximum awardable amount prescribed under Article 17.4 of the BAT Rules (in this case EUR 15,000.00), the fact that the Respondent non-payment of the very first instalment of the salary on the one side, the amount claimed, which is considered to be significantly too high, the considerable complexity of the matter, and the outcome of the case, the Arbitrator holds that it is fair and equitable that each party pays its own legal costs. The Respondent shall however reimburse the Claimant for half of the non-reimbursable handling fee paid by the Claimant, i.e. EUR 3,000.00.

9. AWARD

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

1. **Beirut First Club shall pay Mr. Norvel Pelle an amount of USD 63,600.00 net of any taxes together with interest at 5% per annum on any outstanding balance (as may be the case from time to time) thereof from 13 June 2025 until payment in full.**

2. **Beirut First Club shall pay Mr. Norvel Pelle an amount of USD 27,200.00 net of any taxes as late payment penalty under Article 13 of the Employment Agreement.**

3. **Beirut First Club shall pay Mr. Norvel Pelle an amount of USD 8,400.00 net of any taxes as late payment penalty under Article 12 of the Employment Agreement.**

4. **Beirut First Club shall provide Mr. Norvel Pelle with official Lebanese tax certificates certifying that all taxes duties have been paid on Mr. Norvel Pelle's behalf.**

5. **Beirut First Club shall pay Mr. Norvel Pelle EUR 5.500.00 as reimbursement for his arbitration costs.**

6. **Beirut First Club shall pay to Mr. Norvel Pelle EUR 3,000.00 as a contribution towards the non-reimbursable handing fee**

7. **Any other or further requests for relief are dismissed.**

BASKETBALL
ARBITRAL TRIBUNAL

Geneva, seat of the arbitration, 28 October 2025

Stephan Netzle
(Arbitrator)