



Aris Basketball Club Contract Agreement with Kelvin Amayo

THIS AGREEMENT, made this 3rd day of October 2018 by and between Aris Basketball Greece (hereinafter called the "Club") a member of the FIBA and Kelvin Amayo (Hereinafter called the "Player"). In consideration of the mutual promises hereinafter contained, the parties hereto promise and agree as follows

The Club hereby employs the Player as a skilled basketball player for a term of one season(s) from the 23rd day of November 2018. The Player's employment during any year covered by this contract shall include attendance at any training camp, playing games scheduled for the Club during any scheduled season(if invited to participate) in any of the Games and attending every game conducted in association with Aris basketball and playing the playoff games subsequent to any schedule season.

2. During the period of this agreement, the Club agrees to pay the Player as compensation for the 2018-19 Season, 36,000 USD net (Thirty six thousand) to be paid as follows:

3. 4,000 USD monthly installments commencing on 3rd of December 2018 and end in August 2019 after that 1,000 USD per day at the end of every week as long as the team of Club will play in the play offs..

Club will also pay a fee of 10% from the fixed mentioned salary to players agency. This fee will be paid after by official bill represented within fourteen days after the date of the signing of this agreement.

3a. This shall be deemed a guaranteed contract, ten days after the player's arrival on 22nd of November 2018. The Club agrees that the payments described above are deemed earned and vested with the Player. Upon the Player meeting the above criteria the full amount of the payments called for are guaranteed by the Club and neither illness, nor injury nor any other

consequence shall relieve the club from paying the amount described in their entirety. Notwithstanding the agreed guaranteed period of employment, the club will be entitled to terminate this contract in case ,the player performs acts of violence against club's management, coaches and/or other (team) players, using drugs (after contra expertise/second opinion) and/or abusing alcohol.

3b,The Player agrees to observe and comply with all requirements of the Club respecting conduct of its team and its players, at all times whether on or off the playing floor. The Club may, from time to time during the continuance of this contract, establish reasonable rules for the government of its players "at home" and "on the road." Subject to the provisions of the FIBA, such rule shall be part of this contract as fully as if herein written and shall be binding upon the Player. For any violation of such rules or for any conduct impairing the faithful and thorough discharge of the duties incumbent upon the Player, the Club may impose reasonable fines upon the Player. If no Grievance is timely initiated with respect to the imposition of such fines in accordance with the provisions of the FIBA, the Club may deduct the amount thereof from any money due or to become due to the Player during the season in which such violation and/or conduct occurred. The Club may also suspend the Player for violation of any rules so established. Upon such suspension, if no Grievance is timely initiated with respect thereto in accordance with the provisions of the FIBA Collective Bargaining Agreement, the compensation payable to the Player under this contract may be reduced in the manner provided in such Collective Bargaining Agreement. When the Player is fined or suspended, he shall be given notice in writing, stating the amount of the fine or the duration of the suspension and the reason therefore.

3c. The club has the right to do a medical exam on the player within..10... days after his arrival in Greece The medical exam will be done by a certified doctor appointed and paid for by the club. In case of a negative result for the player, the player will have the opportunity to get a second opinion by another certified, independent doctor. If and when the second opinion confirms the original opinion, the contract shall not come into force.

4. The payments described in paragraph 2 above and art. 12 below represented amounts to be paid to the Player after all taxes have been deducted (commonly referred to as "net" payments).In other words, upon receipt of the payments called for, the Player shall have no tax obligation payments.

4a. If, Club fails to pay the mentioned monthly salary, than the player is free to stop practicing and playing until the mentioned payment is made. Even if the player is not working because of this incident, the team still has the obligation to pay the agreed amount of money until the end of the contract period.

5. The Player agrees (a) to report at the time and place fixed by the Club in good physical condition; (b) to keep himself throughout each season in good physical condition; (c) to give his best

services, as well as his loyalty to the Club, and to play basketball only for the Club and its assignees; (d) to be neatly and fully attired in public and always to conduct himself on and off the court according to the highest standards of honesty, morality, fair play and sportsmanship; and (e) not to do anything which is detrimental to the best interests of the Club or of the Association.

5a. during the period of this agreement, the Club will provide the Player with the use of an acceptable automobile and further provide for automobile insurance for the Player and covering injuries to the Player or to the person or property of others. It is expressly understood, however, that the Player shall be responsible for his own fuel, oil normal maintenance and parking and traffic violations. The cost of major repairs shall be borne by the Club.

6. during the period of this agreement, the Club will provide with the use of a furnished apartment, color TV, and cable TV and internet that is deemed acceptable to the Player. The Player will pay all telephone charges, and the Club shall pay all required utility expenses associated with the normal use of the apartment. The Player shall also be responsible for any damage to the apartment or any of its contents, save and except normal wear and use.

b) If, during the term of this contract, the Player is injured as a direct result of participating in any basketball practice or game played for the Club, the Club will pay the player's reasonable hospitalization and medical expenses (including doctor's bills), provided that the hospital and doctor are selected by the Club, and provided further that the Club shall be obligated to pay only those expenses incurred as a direct result of medical treatment caused solely by and relating directly to the injury sustained by the Player. Subject to the provisions set forth in Exhibit 3, if in the judgment of the Club's physician, the Player's injuries resulted directly from playing for the Club and render him unfit to play skilled basketball, then, so long as such unfitness continues, but in no event after the Player has received his full salary for the season in which the injury was sustained, the Club shall pay to the Player the compensation prescribed in Exhibit 1 to this contract for such season. The Club's obligations hereunder shall be reduced by any workers' compensation benefits (which, to the extent permitted by law, the Player hereby assigns to the Club) and any insurance provided for by the Club whether paid or payable to the Player, and the Player hereby releases the Club from any and every other obligation or liability arising out of any such injuries.

The Player agrees to give to the Club's coach, trainer, or physician immediate notice of any injury suffered by him, including the time, place, cause and nature of such injury.

7. during the period of this agreement, the Club shall provide the Player with all medical and non-cosmetic dental services required for the Player while residing in Greece in addition, the Club shall carry adequate life insurance coverage to provide for full payment of the compensation .due to the Player as described herein.

8. Should the Player suffer an injury as provided in the preceding paragraph, he will submit himself to a medical examination and treatment by a physician designated by the Club. Such examination when made at the request of the Club shall be at its expense, unless made necessary by some act or conduct of the Player contrary to the terms of this contract.

9 The Player agrees that he is aware of the use of random drug testing by the Club and the Basketball Federation of Greece. The Player hereby agrees to make himself available for the FIBA Doping Test as required by the Club of the Federation.

10. The Club shall have the right to sell, exchange, assign or transfer this contract to any other professional basketball club and the Player agrees to accept such sale, exchange, assignment or transfer and to faithfully perform and carry out this contract with the same force and effect as if it had been entered into by the Player with the assignee club instead of with this Club. The Player further agrees that, should the Club contemplate the sale, exchange, assignment or transfer of this contract to another professional basketball club or clubs, the Club's physician may furnish to the physicians and officials of such other club or clubs all relevant medical information relating to the Player.

10b. In the event that the Player's contract is sold, exchanged, assigned or transferred to any other professional basketball club, all reasonable expenses incurred by the Player in moving himself and his family from the home city of the Club to the home city of the club to which such sale, exchange, assignment or transfer is made, as a result thereof, shall be paid by the assignee club. Such assignee club hereby agrees that its acceptance of the assignment of this contract constitutes agreement on its part to make such payment.

11. In the event that the Player's contract is assigned to another club the Player shall forthwith be notified orally or by a notice in writing, delivered to the Player personally or delivered or mailed to his last known address, and the Player shall report to the assignee club within forty-eight (48) hours after said notice has been received or within such longer time for reporting as may be specified in said notice. If the Player does not report to the club to which his contract has been assigned within the aforesaid time, the Player may be suspended by such club and he shall lose the sums which would otherwise be payable to him as long as the suspension lasts.

12 (a) The Player agrees to allow the Club or the Association to take pictures of the Player, alone or together with others, for still photographs, motion pictures or television, at such time as the Club or the Association may designate, and no matter by whom taken may be used in any manner desired by either of them for publicity or promotional purposes. The rights in any such pictures taken by the Club or by the Association shall belong to the Club or to the Association, as their interests may appear. The Player agrees that, during each playing season, he will not make public appearances,

participate in radio or television programs or permit his picture to be taken or write or sponsor newspaper or magazine articles or sponsor commercial products without the written consent of the Club, which shall not be withheld except in the reasonable interests of the Club or professional basketball. Upon request, the Player shall consent to and make himself available for interviews by representatives of the media conducted at reasonable times. In addition to the foregoing, the Player agrees to participate, upon request, in all other reasonable promotional activities of the Club and the Association.

b. Club will provide Visas, work permit and Greek import basketball players license while all invited players and coaches are to forward flight ticket payment for club agency in player's respective country immediately after contract paper signing.

13. In addition to the payments described in art. 2 above of this agreement the club agrees to pay the player in Euro currency bonus payments as follows.

The player shall receive the following net bonuses:

Winning the championship ----- 1800 Euro

Winning the cup ----- 1.400 Euro

Winning a home game-----1,400 Euro

Winning an away game-----1,600 Euro

Making the finals-----2,500 Euro

Winning the European cup===== 3,500 Euro

Bonuses shall be paid monthly with the player's salary after said bonus is earned. All bonuses are guaranteed in the same manner as the player's basic compensation as described herein above. The bonuses shall be paid not later than thirty days after the date they were obtained. Final bonuses due shall be paid before the player departs.

14. The Club and Player agree that after the conclusion of the 2018-2019 Season, the club will have an option on the player for the following season for an amount of 4,000 USD monthly fixed salaries. In case the club does not take this option within 14 days after the last game of the 2017. Season the player shall be granted his letter of clearance.

15. The terms hereof insure to the benefit of binding on the Player, his heirs and assigns, and the Club and its successors and assigns.

a. "Any dispute arising from or related to the present contract shall be submitted to the FIBA Arbitral Tribunal (FAT) in Geneva, Switzerland and shall be resolved definitely in accordance with the FAT Arbitration Rules. The arbitrator shall decide the dispute ex aequo et bono. Awards of the FAT can be appealed to the Court of Arbitration for Sport (CAS), Lausanne, Switzerland. To the extent legally possible under Swiss law recourse to the Swiss Federal Tribunal against awards of the FAT and against decisions of the Court of Arbitration for Sport (CAS) upon appeal shall be excluded"

c. If any of this provision of this agreement shall be invalid, the remainder thereof shall nevertheless remain in full force and effect.

d. On all delayed payments club will automatically pay an interest of 3,5% per month.

e. All costs for player to obtain the money will be paid by Club.

f. This agreement shall be the entire agreement between the parties regarding the subject matter hereof, any representations, warranties or conditions not expressly incorporated herein shall not be binding upon either party.

g. This agreement shall supersede all prior understandings, agreements and contracts and contains the entire agreement between the parties.

h. No oral agreement is binding upon the parties.

i. Both parties agree to use the English language for this agreement

IN WITNESS WHERE OF, the parties hereto have executed this agreement as of the 3rd Of October 2018

For the Club. Mr. Nikolaos Papadopoulos.....

For Player. Kelvin Amayo;------

