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**ANNEXURE-III**

**Details of Player Fee payable by the Franchisee to the Foreign Players which  
has been guaranteed by the BCCI-IPL as per the copies of the agreements  
submitted by BCCI**

Sr No	Name of the player	Country	Date of Agreement	Base Fee Amount in US\$	Auction amount in US\$	Team played for
1	Mark Boucher	South Africa	Not mentioned	175000	450000	Royal Challenger
2	S. Chanderpaul	West Indies	15.02.2008	175000	200000	Royal Challenger
3	A Morkel	South Africa	Not mentioned	200000	6,75,000	Chennai Sup King
4	Jacob Oram	New Zealand	19.02.2008	200000	675000	Chennai Sup King
5	Stephen Fleming	New Zealand	12.02.2008	350000	350000	Chennai Sup King
6	A.B. De Villers	South Africa	28.03.2008	175000	300000	Delhi Daredevils
7	Daniel Vettori	New Zealand	16.02.2008	225000	625000	Delhi Daredevils
8	Glenn Mc Grath	Australia	14.02.2008	385000	225000	Delhi Daredevils
9	H.H. Gibbs	South Africa	18.02.2008	225000	575000	Deccan Chargers
10	Justin Langer	Australia	15.02.2008	175000	200000	Unsold
11	Shane Warne	Australia	19.02.2008	1350000	450000	Rajasthan Royal
12	Brendan McCullum	New Zealand	Not mentioned	175000	700000	Kolkatta
13	Shoib Akhtar	Pakistan	Not mentioned	225000	425000	Kolkatta
14	Ramnaresh Sarwan	West Indies	16.02.2008	225000	225000	Kings XI
15	Loots Bosman	South Africa	27.10.2007	150000	150000	Mumbai Ind
16	Shaun Pollock	South Africa	15.02.2008	200000	5,50,000	Mumbai Ind
17	Adam Gilchrist	Australia	15.02.2008	600000	700000	Deccan Chargers
18	Ricky Ponting	Australia	19.02.2008	325000	400000	Kolkatta
19	Mathew Hydes	Australia	19.02.2008	250000	375000	Chennai Sup King
20	Michel Hussey	Australia	18.02.2008	250000	350000	Chennai Sup King
21	Brett Lee	Australia	00.02.2008	300000	900000	Kings XI

22	Andrew Symonds	Australia	18.02.2008	250000	1350000	Decan Charger
23	Cameron White	Australia	16.02.2008	125000	500000	Royal Challenger
24	Simon Katich	Australia	15.02.2008	225000	200000	Kings XI
25	David Hussey	Australia	18.02.2008	125000	625000	Kolkatta
26	Nathen Brackem	Australia	15.02.2008	225000	325000	Royal Challenger

**Total auction amount payable by the Franchisees to the players - US \$ 1,25,00,000/- which was guaranteed by BCCI**

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act, 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Mark Boucher of c/o Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

## WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 2<sup>nd</sup> November 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

## IT IS AGREED as follows:

## 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
  - (b) remain bound by the other provisions of this Agreement, and
  - (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC;
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.
- 2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:
- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
  - (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.
- 2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$175,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

Until such time as the Player has signed a Player Contract BCCI-IPL, shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable for such term is defined in the Player Contract. The Player shall not be a BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

- 2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.

### 3. Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

### 4. Miscellaneous

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA  
Name:  
Title:

2008

For and on behalf of  
Mark Boucher  
Name:  
Title:

2008

16/02 2008 21:53 FAX 680 2 8312915

DIANA SHERATON

004

SCHEDULE 1  
Form of Player Contract

LD/11/4407307642

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## SCHEDULE 2

## General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.

5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.

5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.

5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.

5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).

5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:

- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
- (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
- (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.

5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:

- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
- (d) BCCI ceases to exist.

5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.

5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.

#### 6. Governing Law and Dispute Resolution

6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.

6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.

6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.

6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.

6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

## SCHEDULE 3

## Definitions and Interpretations

## 1. Definitions and Interpretation

## 1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

## 1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unknown as Indian Premier League ("BCCI-IPL"); and Shrivarino Chanderpaul of c/o Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

## WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 1<sup>st</sup> November 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

## IT IS AGREED as follows:

## 1. Player Obligations

## 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

## 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$175,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.

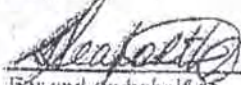
### 3. Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

### 4. Miscellaneous

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.



For and on behalf of

**THE BOARD OF CONTROL FOR CRICKET IN INDIA**

Name:

Title:

15<sup>th</sup> Feb 2008



For and on behalf of

**Shrinani Chandrapaul**

Name:

Title:

15-02-2008

03/02 2008 FRI 13:49 FAX

0006/010

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

#### 1. Force Majeure

- 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
- 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
- 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
- 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.

#### 2. Transfer of this Agreement

Neither party has the right to assign or transfer this Agreement to any person.

#### 3. Notices

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.

#### 4. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.

#### 5. General

- 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
- 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
- 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

- amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (a) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (b) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

#### 1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings:

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

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### IPL PLAYER AGREEMENT (FIRM)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Albie Morkel of c/o Essentially Group, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

#### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 1<sup>st</sup> November in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

#### IT IS AGREED as follows:

##### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC;
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2 Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$200,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [

] of the Fee in respect

Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then BCCI-IPL shall for the duration of the Term be entitled to be paid an amount equal to 90% of such excess within 30 days of receipt by the Player (unless the same is paid direct by the Franchisee to BCCI-IPL).

### 3. Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

### 4. Miscellaneous

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Name:  
Title:

For and on behalf of  
Albie Morkel

Name:  
Title:

(Print Name)

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SCHEDULE 1  
Form of Player Contract

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## SCHEDULE 2

## General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**  
Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**  
Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**  
This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supercedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other, or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.

- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
6. Governing Law and Dispute Resolution
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

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### SCHEDULE 3

#### Definitions and Interpretations

##### 1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings:

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in Schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

# SCHEDULE 1 - IPL PLAYER AGREEMENT

## INDIAN PREMIER LEAGUE PLAYING CONTRACT

AN AGREEMENT made on [ ] between [ ]  
[ ] whose principal place of business is at [ ]  
[ ] (the "Franchisee"); and [ ] of [ ]  
[ ] (the "Player").

IT IS AGREED as follows:

### 1 Conditions

1.1 The obligations of the parties under this Agreement (excluding this Clause 1 and subject as provided in Clause 1.2) are conditional upon the following:

- (a) the Player passing, to the Franchisee's reasonable satisfaction, an assessment that he is physically and/or mentally capable of discharging his obligations under this Agreement not less than 10 days before the start of each Contracted Season (if the Franchisee requires such an assessment and notifies the Player in writing). The Player hereby consents to undergo any assessment which is reasonably necessary to establish the above capability by a qualified doctor appointed by the Franchisee for this purpose and agrees to the release to the Franchisee of any past medical, psychiatric and/or dental records which are only to be used for this purpose. The Player shall be entitled to seek a second opinion in respect of any such assessment which shall be obtained from a qualified doctor which has been approved by the Franchisee (such approval not to be unreasonably withheld or delayed); and
- (b) the Player providing an NOC not less than 30 days before the start of each Contracted Season (i) from his national cricket board if the Player is contracted to play for such board or otherwise obliged to obtain the same from such board or (ii) from any team which participates in a competition played under the auspices of that board if the Player is contracted to play for such team in each case if such NOC is required to enable the Player to play for the Team without being in breach of any obligation to such national cricket board or such other above-mentioned team

together the "Conditions".

1.2 The Player shall, if requested, be obliged to attend any medical assessment as referred to in clause 1.1 (a) and shall submit an application for an NOC in such time as shall enable the condition in clause 1.1 (b) to be satisfied but if the Player fails to satisfy the above conditions in respect of any Contracted Season then:

- (a) if the above conditions are not satisfied for an entire Contracted Season the Player shall repay to the Franchisee any payment paid to the Player in relation to the affected Contracted Season within 30 days of request by the Franchisee and the Franchisee shall not be obliged to make any further payments to the Player in respect thereof subject, in such circumstances, to the Player being entitled to retain 10% of the Player Fee provided that he complies with his obligations under Clause 4.8;

- (b) if the above conditions are not satisfied for part of a Contracted Season then the Player Fee shall be adjusted in accordance with paragraph 4 of Schedule 1; and
- (c) the parties' rights and obligations under this Agreement shall be suspended in respect of the affected Contracted Season until the date (if any) on which the relevant conditions are satisfied (but this Agreement shall continue to subsist during such period of suspension).

For the avoidance of doubt in such circumstances the Player shall be entitled to retain any sums paid to him in respect of any previous Contracted Season.

## 2 Appointment/Remuneration

- 2.1 The Franchisee hereby engages the Player as a professional cricketer and shall provide to the Player the Player Fee and the other benefits set out in Schedule 1.
- 2.2 The Player shall be employed by the Franchisee during the period of three Seasons commencing with the 2008 Season (each such Season being a "Contracted Season").
- 2.3 This Agreement shall take effect upon signature and shall continue in full force until 31 December 2010 (the "Term").

## 3 Player's Obligations

### 3.1 The Player shall during each Contracted Season:

- (a) report to the Franchisee on the date requested by the Franchisee (which shall be not more than 14 days prior to the start of the League in the first Contracted Season and not more than 10 days prior to the start of the League in each subsequent Contracted Season and not more than 7 days before the start of any Champions Tournament if the Team qualifies for it unless in each case an alternative date is expressly agreed by the parties);
- (b) play, if selected, in any Match whether in India or abroad but the Player shall not be obliged to play in any Match:
  - (i) outside India where the Player's safety may be at risk as a result of any war, epidemic or political unrest;
  - (ii) if he has decided to absent himself due to any exceptional personal circumstances which require the Player to be granted leave from the obligations under this Agreement including without limitation the death or serious illness of a close family member and the birth of the Player's child;
- (c) subject to the exceptions in Clause 3.1(b) attend any Match, if not selected, if requested by the Franchisee;
- (d) comply with the Regulations;

- (e) use his best endeavours to maintain his form and health so as to be available for selection for Matches, and subject to the exceptions in Clause 3.1(b), attend all training sessions and meetings arranged by the Franchisee;
- (f) subject to the exceptions in Clause 3.1(b) play Matches and train to the best of his ability and in so doing obey the lawful and reasonable directions of the captain of the Team and the Coach;
- (g) comply fully with every reasonable instruction and direction given by or on behalf of the Board or by any person authorised by the Board;
- (h) and throughout the rest of the Term comply with the provisions of any policy of insurance whether taken out by the Franchisee or IPL the terms of which have been notified to him and will not do anything knowingly which will cause to be void or voidable or invoke any exclusion of his cover in any such insurance policy;
- (i) play solely for the Franchisee in respect of the League and, if the Team has qualified for it, the Champions Tournament unless, in the latter case, the Franchisee (at its discretion) decides to release the Player to play for another team (not being a team in the League) which has qualified for any such Champions Tournament and in the event of such release the Franchisee shall be entitled to reduce any bonus payable to the Player in the same way as is contemplated under paragraph 4(b) of Schedule 1 but shall not be entitled to reduce the Player Fee;
- (j) and throughout the Term keep the Franchisee informed in writing of any agreement or arrangement whereby (i) any person is granted any right or interest of any kind with regard to the Player Identification (whether by way of any endorsement or appearance related obligations or otherwise) or (ii) any restriction is imposed upon the Player which could affect his ability to comply with this Agreement including without limitation any restriction which might affect the Player's ability to wear Team Clothing; and
- (k) complete and deliver to IPL any player registration form (to the extent the same is issued by IPL and which it is acknowledged shall not impose any obligations or restrictions which are, to any material extent, more onerous than any equivalent obligations or restrictions which are accepted by the Player under this Agreement).

3.2 The Player agrees that he will not during each Contracted Season:

- (a) and throughout the Term be guilty of any conduct (whether by way of any action or omission or otherwise) which will bring himself, the Team, the Franchisee, the game of cricket, the League, the Champions Tournament, IPL or BCCI into disrepute; or
- (b) participate in any sport, activity or practice of an unusual and/or extreme nature that might endanger his fitness, health or ability to comply with his obligations to the Franchisee or IPL under this Agreement.

3.3 It is acknowledged if the Player is unable to comply with the obligations in this Agreement including without limitation Clauses 4 and 8 solely as a result of either:

- (a) a Player Injury; or
- (b) the Player's proper compliance with any International Duty or with the terms or obligations of any Existing Agreement

then the Player shall immediately inform the Franchisee in writing in respect of such inability and, subject as provided below, such inability shall not be a breach of this Agreement.

If the provisions of any agreement (including any Existing Agreement) which are not fully set out in Schedule 4 prevent any Player from taking part in any promotional or endorsement activities under Clause 4 or from otherwise complying with this Agreement then the Franchisee shall be entitled to reduce the Player Fee by 5% on each occasion when the Player fails to take part in such promotional or endorsement activities or otherwise fails to comply with this Agreement in each case as a result of such provisions.

However, notwithstanding the above terms of Clause 3.3 and provided that he is not absent from India under Clause 3.1 (b) (ii) or fulfilling any International Duty the Player shall remain obliged during any Match to wear the Team Clothing strictly in the form supplied by the Franchisee to all of the Team or Squad as appropriate (with no additions or amendments) as provided in this Agreement and any failure to do so which results from any agreement or arrangement affecting the Player (whether an Existing Agreement or otherwise) shall be a breach of this Agreement and, without prejudice to any other remedies, shall entitle the Franchisee to terminate this Agreement with immediate effect.

- 3.4 If the Team has not qualified for the Champions Tournament then the Player shall be entitled to play for any other team without such playing causing any reduction in the Player Fee or bonus under paragraph 4 of Schedule 1 and, for the avoidance of doubt, there shall be no obligation on the Player to share with the Franchisee the sums earned by the Player as a result thereof.

### 3A Medical Treatment

- 3A.1 The Player shall during each Contracted Season submit promptly to such medical and dental examinations as the Franchisee may reasonably require and will undergo such treatment as may be prescribed by the medical or dental advisers of the Franchisee or the Franchisee's insurers unless such advice is contrary to any previous written medical advice which the Player has received and which is still applicable in which event the Player shall be entitled to seek a second opinion in respect of any such proposed treatment from a qualified doctor approved by the Franchisee (such approval not to be unreasonably withheld or delayed). The Franchisee acknowledges that the Player may have other obligations to seek medical advice and treatment (such as by way of example under any contract with his national cricket board). In the event of any disagreement about such treatment a third party opinion shall be sought from a suitably qualified expert to be mutually agreed in good faith.
- 3A.2 The Player shall not during any Contracted Season except in the case of emergency arrange or undergo any medical treatment without first giving the Franchisee proper details of the proposed treatment and proposed medical practitioner and requesting the Franchisee's permission (which shall not be unreasonably withheld).

- 3A.3 Where any medical treatment is required for the Player under this Agreement then if the Player's other existing commitments specify that a particular doctor in India should conduct such treatment the Franchisee shall not unreasonably withhold its consent to such a specified doctor conducting such treatment.

#### 4 Sponsorship, Media and Promotional Activities

- 4.1 The Player hereby grants to the Franchisee (for the benefit of both the Franchisee and IPL with the right for the Franchisee and IPL to sub-license such rights) the right during the Term to:

- (a) photograph the Player both individually and as a member of the Squad when he is involved in activities relating to the Team;
- (b) film, televise, photograph, identify and otherwise record the Player and his performance during the Matches and periods ancillary thereto, including training and press conferences, under the conditions set down from time to time by the Franchisee and/or IPL (but no such filming shall occur in the Player's dressing room);
- (c) use the Player Identification

in each case in connection with the promotion (through any means and media) of the Team, the Franchisee, IPL, the League and the Champions Tournament or pursuant to any rights granted under any IPL Partner Agreement or Franchisee Partner Agreement provided that such use shall not be so as to imply any individual endorsement by the Player of any person, product or service and provided further that the scope of such usage is not, to any material extent, inconsistent with the guidelines referred to in Schedule 5. Accordingly in such circumstances the Player Identification will not be used with less than two other players from the Squad, the League or the Champions Tournament as the case may be. The Franchisee agrees that the Player Identification will not be used under this Agreement in a manner which will bring the Player into disrepute and the Franchisee shall ensure that no Franchisee Partner (i) makes use of the Player Identification in a manner which would be a breach of this Agreement; or (ii) sub-licences the rights in respect of the Player Identification to any third party which is not connected with such Franchisee Partner.

If the Franchisee or, pursuant to the proper exercise of any right granted to it under a Franchise Partner Agreement, a Franchisee Partner makes any specific commercial use of the Player Identification outside India (such as by way of example the placement of an advertisement outside India involving the Player Identification) then the references to "10%" in Clause 1.2 (a) and Clause 4.8 and the references to 90% in paragraph 4(a) of Schedule 1 shall be deemed to be references to 20% and 80% respectively.

- 4.2 The Player agrees during each Contracted Season to assist and co-operate with the Franchisee and/or IPL and to comply with all reasonable requests to assist the Franchisee Partners and IPL Partners to maximise their respective promotional benefits from their association with the Franchisee, Team, Player and/or IPL, including without limitation by making up to ten (10) personal appearances (each of up to a maximum of 6 hours in duration) during each Contracted Season and by the granting of such interviews and photographic opportunities as are reasonably

requested by the Franchisee and/or IPL. The Franchisee shall ensure that no more than one such personal appearance occurs on any day and shall endeavour to ensure that such personal appearances do not occur on consecutive days. All of the Player's expenses which are properly incurred by him in connection with any such appearances shall be reimbursed to him by the Franchisee.

- 4.3 The Player shall not (other than in the proper performance of this Agreement) at any time during any Contracted Season act in any way which knowingly conflicts with any Franchisee Partner Agreement or IPL Partner Agreement without the express prior written consent of the Franchisee or IPL respectively or otherwise knowingly act in any way which would cause the Franchisee or IPL to be in breach of any Franchisee Partner Agreement or IPL Partner Agreement respectively but it is acknowledged that such agreements shall not, in respect of the Player, grant to such IPL Partners and/or Franchisee Partners any rights or impose any restrictions on the Player which are not granted or accepted by the Player (as appropriate) under this Agreement.
- 4.4 The Player shall not during the Term either on his own behalf or with or through any third party undertake promotional activities or exploit the Player Identification in connection with the Franchisee, the Team, the League and/or the IPL in any way and/or through any media nor grant the right to do so to any third party. For the avoidance of doubt the Player shall be entitled to undertake other promotional activities provided they do not constitute a breach of the Player's obligations under this Agreement.
- 4.5 The Player shall, subject to the terms of this Agreement and the Regulations, be entitled to exploit the Player Identification at any time so long as (i) such exploitation does not adversely affect the Player's compliance with his obligations under this Agreement; (ii) if, such exploitation occurs during a Contracted Season, the Player notifies the Franchisee not less than 10 days in advance of any intended promotional activities (unless otherwise expressly agreed); and (iii) the Player does not seek to do so in any way during Matches and/or any pre-Match or post-Match activities. For the avoidance of doubt nothing in this Agreement shall prevent the Player from entering into an agreement (or performing an Existing Agreement) under which he agrees to endorse a product or service in the same brand sector as any IPL Partner and/or Franchisee Partner provided that he does not do so and/or take part in any related endorsement activities (i) on the day of any Match and/or (ii) in a manner which identifies him as a member of the Team or Squad or as being connected with the League (so that by way of example no such endorsement activities shall take place whilst the Player is wearing any team Clothing or at or in sight of any stadium where any Match may occur nor shall involve any trade marks, logos or other intellectual property owned by the Franchisee, IPL and/or BCCI).
- 4.6 The Player agrees that he will not during each Contracted Season without the Franchisee's prior written consent (not to be unreasonably withheld or delayed):
- (a) be accredited or act as a journalist or in any other capacity for any media organisation in India;
  - (b) provide exclusive interviews or commentaries or enter into any contractual arrangements or understandings as a result of which he agrees to provide

exclusive interviews with or appearances in or on any element of any media organisation.

4.7 The Player shall if so requested by the Franchisee or IPL attend and give at least one press conference or interview:

- (i) prior to any Match provided that the request is reasonable;
- (ii) after any Match; and
- (iii) at any other mutually agreed time

in each case of the kind which are traditionally given in respect of such occasions.

4.8 If the Player is unable to play in any Match during any Contracted Season then he shall be entitled to retain 10% of the Player Fee provided that, if requested by the Franchisee, he attends two days of promotional activities in India at a time and date to be mutually agreed for such promotional activities proposed by the Franchisee (and the Player will not unreasonably withhold his consent to any date but it shall be reasonable to do so if such consent is withheld due to a conflicting International Duty). For the avoidance of doubt the Franchisee shall bear the reasonable costs of the Player in attending such activities and shall endeavour to ensure that both such days involve only one trip to India, are held on consecutive days and involve a total duration (including travel to India) not exceeding 5 days. If the Player is not requested to attend such days of promotional activities then he shall still be entitled to retain 10% of the Player fee.

## 5 Team Clothing

5.1 At all times when he is involved in any Team, League and/or Match related activities or engagements the Player shall:

- (a) wear and use only the Team Clothing authorised and/or supplied to him by the Franchisee; and
- (b) not display any badge, mark, logo, trading name or message on any item of clothing, equipment or footwear without the Franchisee's prior written authority

provided that the Player shall be entitled to wear and use any footwear, cricket bat and/or sunglasses if he wishes to do so and to display the corresponding trade mark, logo or name of the manufacturer of such footwear, cricket bat and/or sunglasses but any such manufacturer logo on any footwear, cricket bat or sunglasses shall be no larger or more prominent than is usually the case.

5.2 If he is obliged to do so under any Existing Agreement or if (acting reasonably) the Player believes that it is inappropriate (on safety or comfort grounds) for him to wear any helmet or other protective equipment supplied by the Franchisee then the Player shall be entitled to wear an alternative helmet or other protective equipment but in any such case the Player shall ensure such helmet or other protective equipment bear only the manufacturer's logo (in a place consistent with relevant IPL and/or ICC guidelines) and agrees that the Franchisee shall be entitled to place branding on such helmet or other protective equipment.

5.3 If the Player is authorised to wear any outer clothing or footwear or to use any equipment not supplied by the Franchisee, all such items shall comply with any guidelines issued by the Franchisee to the Player in respect of trade mark identification (which shall be similar to and not materially more onerous or restrictive than the equivalent ICC guidelines in this regard) or, if instructed by the Franchisee or IPL, (and save as provided in Clause 5.1 and 5.2) shall be unbranded.

5.4 The Player shall not use or permit the use of the clothing, footwear and equipment supplied to him by the Franchisee for any commercial purposes without the Franchisee's prior written consent.

## **6 The Franchisee's Obligations**

6.1 The Franchisee shall during each Contracted Season:

- (a) observe the Regulations insofar as the same relate to the Player all of which shall, where necessary, take precedence over the Franchisee Rules;
- (b) provide the Player with copies of all Regulations which affect the Player and of the terms and conditions of any policy of insurance relating to the Player with which the Player is expected to comply;
- (c) promptly arrange appropriate medical examinations and treatments for the Player at the Franchisee's expense in respect of any Player Injury;
- (d) comply with all relevant statutory provisions relating to its relationship with the Player whether in relation to health and safety or otherwise;
- (e) release the Player as required for the purposes of fulfilling any International Duty;
- (f) provide the Player (at no cost to the Player) with such official Team Clothing as shall enable the Player to comply with his obligations in Clause 5;
- (g) take out and maintain medical insurance in relation to Player Injuries which shall cover death in service cover (being not less than seven times the Player Fee), the expenses of any medical treatment required by the Player as a result of such Player Injuries together with any travel and accommodation expenses incurred by the Player in connection therewith. For the avoidance of doubt the Player shall be entitled to be paid the whole of the Player Fee for a Contracted Season even if he suffers a Player Injury during such Contracted Season and is unable to play in any further Matches during it.

6.2 The Franchisee shall during each Contracted Season (and during any period outside of a Contracted Season during which the Player has agreed to provide any services for the Franchisee) pay the following expenses of the Player in connection with his duties under this Agreement:

- (a) travel to and from India (which shall be business class subject only to availability);
- (b) travel to and from any Match;

(c) a daily allowance of US\$100;

(d) accommodation during the Contracted Season including in respect of any away Matches (which shall be 5 star subject only to availability).

6.3 The parties agree that where the Player Identification is intended to appear or does appear without other names or images of the current or past players of the Franchisee, the Franchisee may not permit a third party to use the same for any commercial purpose without first obtaining the Player's prior written consent.

6.4 For the avoidance of doubt the Franchisee is not obliged to play the Player in any Match.

## **7 Injury/Illness/Absence**

7.1 The Player shall during each Contracted Season report any injury or illness affecting him to the Franchisee immediately (including full details thereof).

7.2 If the Player is absent for any reason or is otherwise unable to perform any of his obligations under this Agreement he shall inform the Franchisee immediately and shall at the same time provide the reasons for any such absence or inability.

## **8 Player Restrictions**

8.1 Subject to any International Duty the Player will not during any Contracted Season without the express prior written consent of the Franchisee:

(a) play cricket or engage in any other sport or sporting activities for any other team, club or organisation whether in India or elsewhere in the world;

(b) take up any other employment or be engaged or involved in any trade, business or occupation or participate professionally in any other sporting or athletic activity anywhere in the world without the prior written consent of the Franchisee

save that this Clause shall not prevent the Player from representing any team (not being another team in the League) in the Champions Tournament if the Team has not qualified for it.

8.2 The Player shall not during the Term:

(a) participate in India in any competition or league which is the same as or similar to the League; or

(b) participate anywhere in the world in any competition which is the same as or similar to the Champions Tournament; or

(c) participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place, or (ii) in the absence of any such national governing body, by the ICC

- (d) participate in any other cricket competition anywhere in the world which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

**9 Miscellaneous**

The Schedules form part of and are deemed to be incorporated into this Agreement.

Signed by the parties on the day and date first above written.

**SIGNED by the Player**

\_\_\_\_\_

**in the presence of:**

**Witness signature** \_\_\_\_\_

**Witness Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**For and on behalf of [name of Franchisee]:**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## SCHEDULE 1

### Remuneration and Benefits

1. The Player shall be paid the sum of [amount] per Contracted Season during the Term (the "Player Fee") which shall be payable as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

save that it is acknowledged that the sum of [ ] has been paid by IPL to the Player and the Player shall have no right to claim payment of said sum from the Franchisee. The Player Fee shall be paid to such bank account in the name of the Player as he shall specify.

2. During each Contracted Season the Player's hours of work are such as the Franchisee may from time to time reasonably require of him to carry out his duties as contemplated by this Agreement and he shall not be entitled to any additional remuneration from the Franchisee for work done outside normal working hours.
3. The Player authorises the Franchisee to deduct from the Player Fee any sums due from him to the Franchisee including, without limitation:
- (a) any over payments, loans or advances made to him by the Franchisee;
  - (b) the cost of repairing any damage or loss to the Franchisee's property caused willfully by him;
  - (c) any fines properly and reasonably imposed upon him by the Franchisee or IPL;
  - (d) any other sums due to the Franchisee under this Agreement.
4. (a) In addition to paragraph 3 above on each and any occasion when the Player is Unavailable during a Contracted Season the Franchisee shall be entitled to reduce the Player Fee by 90% of an amount calculated by reference to the ratio between the total number of Matches for which the Player is Unavailable in each Contracted Season and the total number of Matches in that Contracted Season (which expression in this paragraph shall exclude Champions Tournament Matches). By way of example, if the Player is Unavailable for 5 Matches out of a total of 20 then the Player Fee will be reduced by an amount equal to 90% of 25% of the Player Fee.
- (b) If the Team qualifies for the Champions Tournament in any Contracted Season and the Player is Unavailable for any Champions Tournament Match then any bonus payable to him under paragraph 5 below shall be reduced by such amount as the Franchisee decides in its discretion.
- (c) If at the end of any Contracted Season and after the application of the above-mentioned system of Player Fee reduction it transpires that:

- (i) the Player has received any amount of the Player Fee to which he is not entitled (as a result of such reduction) then the Player shall within 30 days of the end of such Contracted Season repay to the Franchisee a sum equal to the amount of the Player Fee to which he was not so entitled;
- (ii) the Franchisee owes the Player any amount of the Player Fee then the Franchisee shall pay such sum to the Player within 30 days of the end of such Contracted Season.

5. The Franchisee shall (in a manner to be decided by the Franchisee at its discretion) distribute between the Squad and the Franchisee's other support staff at least 50% of the prize money paid to the Franchisee as referred to in paragraph 9 (b) of Section 3A of the Operational Rules and the Franchisee acknowledges its obligation to distribute such prize money under said paragraph of the Operational Rules and anticipates that a greater percentage of such prize money may be distributed amongst the Squad and support staff.

## SCHEDULE 2

### General Provisions

#### 1 Term and Termination

- 1.1 The Franchisee shall be entitled by written notice to terminate this Agreement with immediate effect if at any time the Player:
- (a) is guilty of Gross Misconduct;
  - (b) is convicted of any criminal offence anywhere in the world (other than a motoring offence for which the punishment does not involve a custodial sentence) including any such offence involving moral turpitude.
- 1.2 Upon any termination of this Agreement:
- (a) the Franchisee shall forthwith release the Player's registration with IPL if such registration has occurred; and
  - (b) if and to the extent that the Player has been paid any sums under this Agreement which relate to the period after such termination then the Player shall within 30 days of the date of such termination pay to the Franchisee an amount equal to such sums.
- 1.3 References to the "termination" of this Agreement shall include its expiration or termination for any reason.
- 1.4 The termination of this Agreement for any reason shall not affect those of its provisions which are either expressed to survive or are capable of surviving such termination and references to the termination of this Agreement shall include its termination or expiration.
- 1.5 On termination of this Agreement the Player shall return to the Franchisee in a reasonable and proper condition any property (including any car and any equipment or other item of any kind) which has been provided or made available to him by the Franchisee in connection with this Agreement.

#### 2 Confidentiality

- 2.1 The parties shall at all times treat this Agreement as being private and confidential and its contents shall not be disclosed either directly or indirectly to any person except:
- (a) with the prior written agreement of both parties; or
  - (b) as may be required by any statutory, regulatory or governmental or quasi-governmental authority, pursuant to the rules of any recognised stock exchange or as otherwise required by law; or
  - (c) by the Franchisee to any or all of IPL, BCCI, its duly appointed professional advisers, its directors, secretary or representatives or auditors or by the Player to his representative or professional adviser(s) in each case to whom such disclosure is strictly necessary for the purposes of such disclosers' duties and then only to the extent so necessary.
- 2.2 Each party shall be entitled to refer to the fact that they have entered into this Agreement without being in breach of paragraph 2.1 above.
- 2.3 The Player agrees that the Franchisee's operations and financial and business information concerning the Squad and other matters including without limitation any reports from scouts or playing tactics/strategies constitute confidential information and the Player shall not during the Term or at any time thereafter:
- (a) disclose or publish or cause to be disclosed or published (directly or indirectly) any such information;
  - (b) remove from the Franchisee's premises any such information or use the same for any purpose other than the proper performance of this Agreement
- and on the termination of this Agreement the Player shall return to the Franchisee all

- such information as may be in the Player's possession or under his control.
- 2.4 If and to the extent that at any time (during, before or after the termination of this Agreement) the Player is represented by any third party then the Player shall procure that such third party complies with the provisions of this Clause as if it were a signatory to this Agreement.
- 2.5 The Franchisee agrees that it shall not disclose any personal confidential information relating to the Player to any third party save in connection with the proper performance of this Agreement and, in this regard, the Franchisee shall not disclose to any third party any of the Player's medical records without the Player's prior approval (such approval not to be unreasonably withheld or delayed it being acknowledged that such disclosure may take place for the purposes of the Player undergoing the medical referred to in Clause 1.1 (a)).
- 3 Warranties**
- 3.1 Each party warrants to the other that it has at the date of this Agreement and shall continue to have during the Term the power, authority and legal right to execute and perform this Agreement and the performance of this Agreement shall not result in such party being in breach of nor otherwise in conflict with any other agreement or arrangement which is binding on it or him.
- 3.2 The Player warrants and confirms that:
- (a) he has made a full and honest disclosure to the Franchisee of his past and current medical history (including but not limited to all injuries suffered medical conditions and treatments) that could in any way affect his fitness and/or ability to play cricket at any time during the Term;
  - (b) Schedule 4 contains a complete copy of all Existing Agreements (other than the financial provisions thereof).
- 4 Intellectual Property**
- 4.1 The Player hereby unconditionally and irrevocably assigns to the Franchisee (for the benefit of the Franchisee and/or IPL and/or the organisers of the Champions Tournament as appropriate) the entire copyright and all other rights of any kind (including without limitation performer's rights) in respect of any appearance or activity made or undertaken by the Player in the performance of this Agreement and any use of the Player Identification as contemplated and permitted by this Agreement.
- 4.2 Upon any request by the Franchisee the Player agrees (for no charge) to execute such documents and do such acts as may be necessary to give full effect to the terms of this Agreement including without limitation paragraph 4.1 above.
- 4.3 To the fullest extent allowable by law the Player waives all moral rights (if any) to which he is or may become entitled under the laws of any country in relation to his performance of this Agreement.
- 4.4 The Player agrees and acknowledges that all right, title and interest in the IPL Marks and the Franchisee Marks is vested in IPL and the Franchisee respectively and that he has no interest of any kind and shall not assert any interest of any kind in the same at any time, both during and after the termination of this Agreement.
- 5 Miscellaneous**
- 5.1 This Agreement cancels and supersedes any previous agreements or arrangements, whether by way of letters of appointment, agreements or arrangements, whether written, oral or implied, relating to the Player's employment by the Franchisee, which shall be deemed to have been terminated by mutual consent as from the date of this Agreement and each party acknowledges that it/he has no outstanding claims of any kind against the other party. In the event of any discrepancy between the terms set out in this Agreement or any offer letter or previous agreement or document, the terms set out in this Agreement shall prevail.

- 5.2 All sums payable under this Agreement shall be paid together with any applicable service tax which may be chargeable thereon and shall be paid to the payee free of all taxes unless the payer is statutorily obliged to deduct or withhold any such taxes in which case a certificate for the deduction of such tax shall be issued to the payee.
- 5.3 Each of the provisions contained in this Agreement is considered to be reasonable by the parties and each Clause and sub-Clause shall be construed as independent of any other provision. If any provision of this Agreement proves to be invalid, void or illegal it shall not in any way affect, impair or invalidate any other provision and the remaining provisions shall remain in full force and effect.
- 5.4 This Agreement is personal to the Player and the Player may not assign, transfer or transfer any interest in it to any other person. The Franchisee shall have the right to assign or novate this Agreement to any of its group companies but shall require the Player's consent to assign or novate it to any other club or team which participates in the League. In addition the Franchisee may licence or assign any rights granted to it under Clause 4 to IPL.
- 5.5 Those of the Player's obligations which are given for the benefit of IPL and/or the BCCI may be directly enforced by IPL and/or the BCCI or by the Franchisee as trustee for the IPL and/or the BCCI.
- 5.6 Each party acknowledges that damages may not be an adequate remedy for breach of this Agreement and that the other party shall be entitled to an injunction or other equitable relief for any threatened or actual breach of this Agreement.
- 6 **Notices**  
Any notice (a "Notice") required to be given for the purposes of this Agreement shall be given by sending the same by pre-paid first class post, fax, or by delivering the same by hand to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof. Any Notice delivered by hand shall be deemed to have been served on the date of delivery if delivered on a business day between the hours of 0900 - 1630 in the location of the recipient and if not so delivered shall be deemed to have been served on the next business day.
- 7 **Law and Arbitration**
- 7.1 This Agreement shall be governed by, and construed in accordance with Indian law.
- 7.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be ordinarily decided by the disputes resolution procedure set down in the Operational Rules. In exceptional circumstances any such dispute may be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees, etc of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 7.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in

- the English language.
- 7.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 7.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 7.6 Notwithstanding the foregoing the Franchisee (but not the Player) may bring an action for injunctive or other equitable relief in the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach by the Player of this Agreement.

### SCHEDULE 3

#### Definitions and interpretation

1. In this Agreement the words and phrases set out below shall have the following meanings:

"Associated Company" shall mean ultimate parent company for the time being of the Franchisee and any company which is controlled by such parent company by shareholding (or any holding of equivalent securities), board control, agreement or otherwise;

"BCCI" shall mean The Board of Control for Cricket in India;

"Board" shall mean the board of directors (or equivalent officers) for the time being of the Franchisee and/or any duly authorised committee of said board of directors;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place between the winner and runner-up of the League and the winners and (if appropriate) runners-up of other Twenty20 cricket competitions which may be staged outside India and which may take place in each year of the Term (in September and/or October or such other time as may be notified to the Player) and which shall not last longer than 14 days and which shall involve no more than 5 Champions Tournament Matches;

"Coach" shall mean the official responsible for selecting the Team;

"Contracted Season" shall mean each Season (or part thereof) which takes place during the Term;

"Existing Agreements" shall mean those agreements (if any) attached at Schedule 4 which, at the date of this Agreement, have been entered into by the Player (or any third party to which the Player has transferred his image rights) and a third party commercial partner (for the avoidance of doubt excluding any agreement between the Player and any cricket federation, association, club or other such body) which relate to the use of the Player Identification and the Player's personal services and which exist at the date of this Agreement (including any renewal thereof);

"Franchisee Marks" shall mean any logo, trade mark, trade name or other intellectual property rights of any kind (including copyright) which may from time to time be developed by or on behalf of the Franchisee or any Associated Company for use in connection with the Team, League and/or the Champions Tournament or generally in each case whether the same are registered or not;

"Franchisee Rules" shall mean such rules or regulations affecting the Player as may be published from time to time by the Franchisee;

"Franchisee Partner" shall mean any person who has from time to time entered into a commercial agreement or arrangement with the Franchisee or any Associated Company to promote such person's goods or services including without limitation any sponsors or official suppliers of the Franchisee and "Franchisee Partner Agreement" shall be construed accordingly;

"Gross Misconduct" shall mean any serious or persistent conduct or omission by the Player which the Franchisee reasonably believes to be gross misconduct including the following:

- (a) theft or fraud;
- (b) intentional damage to any property belonging to the Franchisee or any Associated Company;
- (c) the use or possession of or trafficking in a Prohibited Substance;
- (d) incapacity through alcohol affecting the Player's performance as a player;

- (e) any material breach of or failure to comply with any of the terms of this Agreement including without limitation any violation by the Player of any of the Regulations relating to anti-corruption, gambling, match fixing and Prohibited Substances;

"ICC" shall mean The International Cricket Council;

"International Duty" shall mean the participation by the Player in any officially recognised international cricket match (being a Test Match, One Day International or International Twenty20 match) involving the senior national men's cricket team representing the Player's home country or in any tour involving such cricket team which includes such international matches together with any short training camp (not to exceed 7 days in length) which the Player is required to attend by his country's national cricket board which occurs shortly before and by way of preparation for any such officially recognised international cricket match or any such tour;

"IPL" shall mean the separate sub-unit of BCCI established to operate the League;

"IPL Marks" shall mean any logo, trade mark, trade name or other intellectual property rights of any kind (including copyright) relating to the League including without limitation copyright, the title "Indian Premier League", "IPL", any IPL, League or Champions Tournament theme music or anthem and the image or likeness of any Trophy which in each case may from time to time be developed by or on behalf of IPL for use in connection with the League and/or the Champions Tournament and/or generally in each case whether the same are registered or not;

"IPL Partner" shall mean any person who has from time to time entered into a commercial arrangement or agreement with IPL to promote such person's goods or services including without limitation any sponsor, official supplier, merchandiser, licensee or broadcaster or other media partner appointed by IPL and "IPL Partner Agreement" shall be construed accordingly;

"League" shall mean the Twenty20 cricket league known as The Indian Premier League (or such other name as may replace said name from time to time) which has been established by IPL and which shall take place in April/May of each year of the Term (or such other time as may be notified to the Player) and which shall not last longer than 60 days and shall not involve more than 20 League Matches;

"Match" shall mean any match involving the Team which forms part of the League in any Contracted Season including any Play-Off Matches together with any match involving the Team which forms part of any Champions Tournament (in each case whether the same are staged in India or elsewhere);

"NOC" shall mean, if and to the extent that the same is required in order for the Player to be able to participate in the League, a No Objection Certificate, being a certificate from the Player's national cricket board or other club or association which is in a form reasonably satisfactory to IPL and which states that such national cricket board or other club or association has no objection to the participation by the Player in the League and the Champions Tournament in the relevant Season(s);

"Operational Rules" shall mean the rules, regulations, notifications, circulars or guidelines published from time to time by IPL in respect of the League or such part thereof as is disclosed to the Player;

"person" shall mean any individual, company, partnership, unincorporated association or any other entity of any kind;

"Player Fee" shall have the meaning in Part 1 of Schedule 1;

"Player Identification" shall mean the name, reputation, nickname, fame, image, shirt number, signature, voice and any other portrayal or characteristics of any kind of the Player (whether real or virtual and in any format whether in film, by way of a photograph, virtual, electronic or otherwise);

**"Player Injury"** shall mean any injury or illness affecting the Player which occurs as a result of the performance of this Agreement during any Contracted Season (for the avoidance of doubt excluding any injury or illness which is caused by a breach by the Player of any of his obligations under this Agreement including without limitation Clause 3.2 (b));

**"Play-Off Match"** shall mean any Play-off match, knock-out or other match which takes place at the end of any Season to decide the final League standings;

**"Prohibited Substance"** shall have the meaning set out in the IPL Anti-Doping Code (which shall not, to any material extent, be more onerous or restrictive than the equivalent ICC code);

**"Regulations"** shall mean together all rules and regulations published by IPL, the ICC and/or BCCI which relate to the League from time to time (including without limitation any such regulations relating to anti-corruption, match fixing and gambling and including the following at the date of this Agreement (to the extent they are published and made available on IPL's website): the IPL Anti-racism code, the IPL Anti-Doping Code, the IPL Clothing and Equipment Regulations and the IPL Code of Conduct for Players and Team Officials, the Operational Rules and the Franchisee Rules) which in each case shall not, to any material extent, be more onerous in scope than any equivalent ICC regulations;

**"Season"** shall mean the period of time in each year during which the League shall take place together with, if the Team qualifies, for it, the period of time during which the Champions Tournament shall take place (including the period prior to the first match of the League and Champions Tournament referred to in Clause 3.1 (a) and the period of up to 5 days after the final match of the League and, if the Team qualifies for it, the period of 3 days after the Champions Tournament);

**"Squad"** shall mean the squad of players from time to time (including the Player) from which the Team shall be selected;

**"Team"** shall mean the members of the Squad representing the Franchisee in any Match;

**"Team Clothing"** shall mean any and all versions from time to time of the Franchisee's official cricket clothing including jerseys, shirts, trousers, socks, track suits, headwear (excluding helmets) and/or any other clothing displaying any of the Franchisee Marks and/or which is supplied to the Player for use during Team, Squad or Match related activities;

**"Term"** shall have the meaning in Clause 2.3;

**"Trophy"** shall mean any trophy presented to the winners of the League or the Champions Tournament;

**"Unavailable"** shall, in relation to the Player, mean that he is unable for any reason other than Player Injury to play in a Match including without limitation having exercised any right not to play in a Match under Clause 3.1(b) or as a result of any International Duty, and **"Unavailability"** shall be construed accordingly.

2.

- For the purposes of this Agreement and provided the context so permits:
- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
  - (b) references to person shall include any company, business, firm, unincorporated association or other entity of any kind;
  - (c) references to statutory enactments or to the Regulations shall include re-enactments and amendments of substantially the same intent as the original referenced enactment or Regulation.

#### SCHEDULE 4

##### Existing Agreements

If no agreements are attached there will be deemed to be no such agreements.

## SCHEDULE 5

### Player Identification Guidelines

- (a) Any shots using the image of the Player shall (unless otherwise agreed) be archive shots of the Player taken whilst playing competitive cricket or shots taken during the course of any training session, a Match or whilst the Player is involved in Match or Official Team or Squad related activities (including shots taken during the warm-up sessions, at presentations and other Match related ceremonies or after Match occasions) but shall not include so called "mug-shots".
- (b) If the Player believes that the Player Identification has been used in a manner which constitutes a breach of this Agreement then he shall lodge a written report (a "Report") either by pre-paid post or fax setting out the nature of his grievance. Such Report shall be addressed to the Board or IPL as appropriate and shall at the same time provide IPL with a copy of any Report sent to the Board.
- (c) As soon as practicable and in any event within 10 days of receipt of a Report the Player and IPL or the Board (as appropriate) shall meet to attempt to resolve the grievance and the Player shall be entitled to be accompanied by another member of the Squad at such meeting.
- (d) If the parties are unable to resolve the grievance to their mutual satisfaction within 5 days of the meeting referred to in paragraph (c) then either party may refer the dispute to the Grievance Tribunal and shall at the same time send to the other party a copy of the letter to the Grievance Tribunal under which it is requested to resolve the dispute.
- (e) The Grievance Tribunal shall comprise:
  - (i) a nominee of the Player;
  - (ii) a nominee of the board or IPL as appropriate (who shall not be an officer, member or employee of the Franchisee or IPL as appropriate or any Associated Company or BCCD); and
  - (iii) a third party to be agreed between the parties to the dispute and if the parties are unable to agree upon the identity of such third party then he shall be appointed by the ICC Code of Conduct Commissioner (but such third party shall not be an officer, employee, representative of or otherwise connected with ICC).
- (f) The Grievance Tribunal shall hear and determine the dispute in such manner as it determines to be fair having regard to the circumstances, the principles of natural justice and the need to expedite the matter (including the use of telephonic or other forms of digital or electronic communications) provided that such manner allows each party to present its case and to have sight of and to comment on the other party's case.
- (g) The Grievance Tribunal shall have the following powers in relation to any dispute which is referred to it which may be exercised in its discretion having regard to the circumstances of the dispute: ..

- (i) to authorise IPL or the Franchisee as appropriate to continue to use or to use the Player Identification in the manner in which it has been or is proposed to be used;
- (ii) to direct that IPL or the Franchisee as appropriate shall cease to use or shall not use the Player Identification in the manner which it has been or is proposed to be used.
- (h) The Grievance Tribunal shall notify the parties of its decision in writing and its decision shall be final and binding on the parties in the absence of manifest error. The Grievance Tribunal shall not be obliged to give the reasons for its decision.
- (i) The costs of the Grievance Tribunal shall be borne equally by the parties to the dispute unless the grievance Tribunal directs that they shall be borne in different proportions.
- (j) The parties shall act in good faith in connection with any dispute in relation to the use of the Player Identification.

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Jacob Oran of 124 Pacific Drive, Palmerston North, New Zealand. ("the Player")

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on [date] in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

##### 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

##### 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US[\$200,000] (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

- 2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

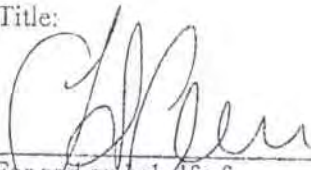
The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

\_\_\_\_\_  
For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**

\_\_\_\_\_  
2008

Name:  
Title:



For and on behalf of  
[PLAYER]

Name: JACOB ABRAHAM  
Title:

19/2/2008

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Stephen Fleming care of Insite, Level 2, 71 York Street, Sydney NSW 2000 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees, as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$350,000(the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of US\$150,000 of the Fee in respect of 2008 has already been paid to the Player.

- 2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

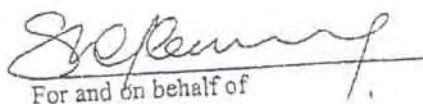
4. **Miscellaneous**

The Schedules form part of this Agreement

Signed by the parties on the date shown below.

2008

For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

  
For and on behalf of  
[PLAYER]  
Name: *STEPHEN PANNIA*  
Title:

*A2 FEB* 2008

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SCHEDULE 1  
Form of Player Contract

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal;

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
6. **Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player-Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

## IPL PLAYER AGREEMENT (BASIC)

**THIS AGREEMENT** is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and AB de Villiers c/o Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 3<sup>rd</sup> October 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

##### 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

##### 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

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1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$175,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of 2008 has already been paid to the Player.

[ ] of the Fee in respect

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Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

- 2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

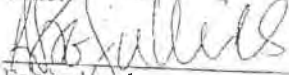
The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Name:

Title:



For and on behalf of

AB DE VILLIERS

Name: ABRAHAM BENJAMIN DE VILLIERS

Title: HR.

2008

28<sup>TH</sup> OF MARCH 2008

SCHEDULE 1  
Form of Player Contract

LD/11/wc/07307642

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## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

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- amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
6. **Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

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1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

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### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

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# IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Daniel Vettori of c/o Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

## WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 1<sup>st</sup> November 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

## IT IS AGREED as follows:

### 1. Player Obligations

#### 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

#### 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

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1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$225,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.

### 3. Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

### 4. Miscellaneous

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Name:  
Title:

For and on behalf of

Daniel Vettori

Name:  
Title:

LJX/IL/wd/07/107642

2008

16/2/2008

16-FEB-2008 12:42 FROM Metropolis Hotel

TO 100442078207001

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**SCHEDULE 1**  
**Form of Player Contract**

1.17/11.7/wo/07307642

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**SCHEDULE 2****General Provisions**

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

- amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

- amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
6. **Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

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1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

**SCHEDULE 3****Definitions and Interpretations****1. Definitions and Interpretation****1.1** In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

**1.2** For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

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### IPL PLAYER AGREEMENT (BASE)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Glenn McGrath, c/- Titan Management Limited, 1 Showground Rd Homebush Bay NSW 2127 (the "Player").

#### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

#### IT IS AGREED as follows:

##### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
  - (b) remain bound by the other provisions of this Agreement; and
  - (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$385,000 (the "Fee") inclusive of management fees plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

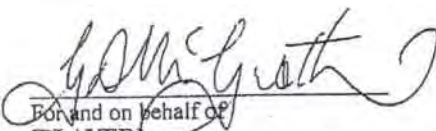
Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

- 2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.
3. **Term**  
This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").
4. **Miscellaneous**  
The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

\_\_\_\_\_  
For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

\_\_\_\_\_  
2008

  
For and on behalf of  
[PLAYER]  
Name: GLENN M. CRATH  
Title:

\_\_\_\_\_  
14 FEBRUARY 2008



**SCHEDULE 1**  
**Form of Player Contract**

LD/JL/wc/07307642

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## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

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invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.

- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

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### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

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### IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Herschelle Gibbs o/o Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

#### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 5<sup>th</sup> October 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

#### IT IS AGREED as follows:

##### 1. Player Obligations

##### 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

##### 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

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1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$225,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

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Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

2008

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Name:  
Title:

For and on behalf of  
HERSCHELLE GIBBS

Name:  
Title:

18 February 2008

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**SCHEDULE 1**  
**Form of Player Contract**

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## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

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*[Handwritten signature]*

amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.

- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
6. **Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

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1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

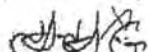
6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.

6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.

6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.

6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

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### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**
- 1.1 In this Agreement the following words and expressions shall have the following meanings:
  - "BCCI" shall mean Board of Control for Cricket in India;
  - "Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;
  - "business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;
  - "Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;
  - "Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;
  - "League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;
  - "Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;
  - "Player Contract" shall mean the form of agreement set out in Schedule 1;
  - "Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;
  - "Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;
  - "Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;
  - "Term" shall have the meaning in Clause 3.
- 1.2 For the purposes of this Agreement and provided the context so permits:
  - (a) the singular shall include the plural and vice versa and any gender includes any other gender;
  - (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
  - (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

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THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Justin Langer of c/o Essentially, 14<sup>th</sup> Floor, Albert Embankment, London, SE1 7TP (the "Player").

**WHEREAS:**

The parties entered into a Memorandum of Understanding ("MOU") on 1<sup>st</sup> November 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.

It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

**IT IS AGREED as follows:**

**Player Obligations**

If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

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- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as, or similar to, the League or anywhere in the world
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

#### Payment Obligations

BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$175,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

4. Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

5. If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.

#### Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

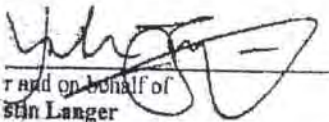
The schedules form part of this Agreement  
signed by the parties on the date shown below.

2008

and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA

me:

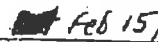
le:



and on behalf of  
Justin Langer

me: JUSTIN LANGER

le: MR,

 Feb 15, 2008

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**SCHEDULE 1**

**Form of Player Contract**

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**SCHEDULE 2**

**General Provisions**

**Force Majeure**

If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.

If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.

If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.

For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.

**Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.

**Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the morning in the relevant jurisdiction or at the next business day following the date of transmission thereof.

**Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.

**General**

Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.

No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.

Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

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2/15/2008 8:09 AM FROM: (08) 9285 0186 TO: 0011442078207001  
amended so as to be enforceable and whether or not such amendment is possible  
the remainder of this Agreement will not also be invalidated unless the purpose of  
this Agreement is frustrated as a result.

PAGE: 011 OF 011

Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.

The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.

References to the termination of this Agreement shall include its termination for any reason or expiration.

Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.

The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).

BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:

- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 0 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 1 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue and liabilities and other remedies of the parties to this Agreement.
- 2 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.

#### Governing Law and Dispute Resolution

This Agreement shall be governed by, and construed in accordance with, Indian law.

If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

**Definitions and interpretation**

In this Agreement the words and phrases set out below shall have the following meanings:

"Associated Company" shall mean ultimate parent company for the time being of the Franchisee and any company which is controlled by such parent company by shareholding (or any holding of equivalent securities), board control, agreement or otherwise;

"BCCI" shall mean The Board of Control for Cricket in India;

"Board" shall mean the board of directors (or equivalent officers) for the time being of the Franchisee and/or any duly authorised committee of said board of directors;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place between the winner and runner-up of the League and the winners and (if appropriate) runners-up of other Twenty20 cricket competitions which may be staged outside India and which may take place in each year of the Term (in September and/or October or such other time as may be notified to the Player) and which shall not last longer than 14 days and which shall involve no more than 5 Champions Tournament Matches;

"Coach" shall mean the official responsible for selecting the Team;

"Contracted Season" shall mean each Season (or part thereof) which takes place during the Term;

"Existing Agreements" shall mean the Players agreement to play for Somerset County Cricket Club during the 2008 English cricket season and those agreements (if any) attached at Schedule 4 which, at the date of this Agreement, have been entered into by the Player (or any third party to which the Player has transferred his image rights) and a third party commercial partner (for the avoidance of doubt excluding any agreement between the Player and any cricket federation, association, club or other such body) which relate to the use of the Player Identification and the Player's personal and commercial image and which exist at the date of this Agreement (including any renewal thereof);

"Franchisee Marks" shall mean any logo, trade mark, trade name or other intellectual property rights of any kind (including copyright) which may from time to time be developed by or on behalf of the Franchisee or any Associated Company for use in connection with the Team, League and/or the Champions Tournament or generally in each case whether the same are registered or not;

"Franchisee Rules" shall mean such rules or regulations affecting the Player as may be published from time to time by the Franchisee;

"Franchisee Partner" shall mean any person who has from time to time entered into a commercial agreement or arrangement with the Franchisee or any Associated Company to promote such person's goods or services including without limitation any sponsors or official suppliers of the Franchisee and "Franchisee Partner Agreement" shall be construed accordingly;

"Gross Misconduct" shall mean any serious or persistent conduct or omission by the Player which the Franchisee reasonably believes to be gross misconduct including the following:

- (a) theft or fraud;
- (b) intentional damage to any property belonging to the Franchisee or any Associated Company;

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- (c) the use or possession of or trafficking in a Prohibited Substance;
  - (d) incapacity through alcohol affecting the Player's performance as a player;
  - (e) any material breach of or failure to comply with any of the terms of this Agreement including without limitation any violation by the Player of any of the Regulations relating to anti-corruption, gambling, match fixing and Prohibited Substances;

"ICC" shall mean The International Cricket Council;

"International Duty" shall mean the participation by the Player in any officially recognised international cricket match (being a Test Match, One Day International or International Twenty20 match) involving the senior national men's cricket team representing the Player's home country or in any tour involving such cricket team which includes such international matches together with any short training camp (not to exceed 7 days in length) which the Player is required to attend by his country's national cricket board which occurs shortly before and by way of preparation for any such officially recognised international cricket match or any such tour or the period for which he is contracted to Somerset County Cricket Club for the 2008 County Season;

"IPL" shall mean the separate sub-unit of BCCI established to operate the League;

"IPL Marks" shall mean any logo, trade mark, trade name or other intellectual property rights of any kind (including copyright) relating to the League including without limitation copyright, the title "Indian Premier League", "IPL", any IPL, League or Champions Tournament theme music or anthem and the image or likeness of any Trophy which in each case may from time to time be developed by or on behalf of IPL for use in connection with the League and/or the Champions

Tournament and/or generally in each case whether the same are registered or not;

"IPL Partner" shall mean any person who has from time to time entered into a commercial arrangement or agreement with IPL to promote such person's goods or services including without limitation any sponsor, official supplier, merchandiser, licensee or broadcaster or other media partner appointed by IPL and "IPL Partner Agreement" shall be construed accordingly;

"League" shall mean the Twenty20 cricket league known as The Indian Premier League (or such other name as may replace said name from time to time) which has been established by IPL and which shall take place in April/May of each year of the Term (or such other time as may be notified to the Player) and which shall not last longer than 60 days and shall not involve more than 20 League Matches;

"Match" shall mean any match involving the Team which forms part of the League in any Contracted Season including any Play-Off Matches together with any match involving the Team which forms part of any Champions Tournament (in each case whether the same are staged in India or elsewhere);

"NOC" shall mean, in and to the extent that the same is required in order for the Player to be able to participate in the League, a No Objection Certificate, being a certificate from the Player's national cricket board or other club or association which is in a form reasonably satisfactory to IPL and which states that such national cricket board or other club or association has no objection to the participation by the Player in the League and the Champions Tournament in the relevant Season(s);

"Operational Rules" shall mean the rules, regulations, notifications, circulars or guidelines published from time to time by IPL in respect of the League or such part thereof as is disclosed to the Player;

"person" shall mean any individual, company, partnership, unincorporated association or any other entity of any kind;

"Player Fee" shall have the meaning in Part 1 of Schedule 1;

**"Player Identification"** shall mean the name, reputation, nickname, fame, image, shirt number, signature, voice and any other portrayal or characteristics of any kind of the Player (whether real or virtual and in any format whether in film, by way of a photograph, virtual, electronic or otherwise);

**"Player Injury"** shall mean any injury or illness affecting the Player which occurs as a result of the performance of this Agreement during any Contracted Season (for the avoidance of doubt excluding any injury or illness which is caused by a breach by the Player of any of his obligations under this Agreement including without limitation Clause 3.2 (b));

**"Play-Off Match"** shall mean any Play-off match, knock-out or other match which takes place at the end of any Season to decide the final League standings;

**"Prohibited Substance"** shall have the meaning set out in the IPL Anti-Doping Code (which shall not, to any material extent, be more onerous or restrictive than the equivalent ICC code);

**"Regulations"** shall mean together all rules and regulations published by IPL, the ICC and/or BCCI which relate to the League from time to time (including without limitation any such regulations relating to anti-corruption, match fixing and gambling and including the following at the date of this Agreement (to the extent they are published and made available on IPL's website): the IPL Anti-racism code, the IPL Anti-Doping Code, the IPL Clothing and Equipment Regulations and the IPL Code of Conduct for Players and Team Officials, the Operational Rules and the Franchisee Rules) which in each case shall not, to any material extent, be more onerous in scope than any equivalent ICC regulations;

**"Season"** shall mean the period of time in each year during which the League shall take place together with, if the Team qualifies, for it, the period of time during which the Champions Tournament shall take place (including the period prior to the first match of the League and Champions Tournament referred to in Clause 3.1 (a) and the period of up to 5 days after the final match of the League and, if the Team qualifies for it, the period of 3 days after the Champions Tournament);

**"Squad"** shall mean the squad of players from time to time (including the Player) from which the Team shall be selected;

**"Team"** shall mean the members of the Squad representing the Franchisee in any Match;

**"Team Clothing"** shall mean any and all versions from time to time of the Franchisee's official cricket clothing including jerseys, shirts, trousers, socks, track suits, headwear (excluding helmets) and/or any other clothing displaying any of the Franchisee Marks and/or which is supplied to the Player for use during Team, Squad or Match related activities;

**"Term"** shall have the meaning in Clause 2.3;

**"Trophy"** shall mean any trophy presented to the winners of the League or the Champions Tournament;

**"Unavailable"** shall, in relation to the Player, mean that he is unable for any reason other than Player Injury to play in a Match including without limitation having exercised any right not to play in a Match under Clause 3.1(b) or as a result of any International Duty, and **"Unavailability"** shall be construed accordingly.

For the purposes of this Agreement and provided the context so permits:

- (b) references to person shall include any company, business, firm, unincorporated association or other entity of any kind;

- (c) references to statutory enactments or to the Regulations shall include re-enactments and amendments of substantially the same intent as the original referenced enactment or Regulation.

J. K.

19th February 2008

**IPL PLAYER AGREEMENT (BASIC)**

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Shane Warne c/o Sports Entertainment Ltd, Level 3, 243 Liverpool Street, East Sydney, NSW 2010, Australia (the "Player").

**WHEREAS:**

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 28 October 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

**IT IS AGREED as follows:**

**1. Player Obligations**

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;

- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition in India which is not officially recognised by BCCI; or

- (e) he shall not during the Term participate in any other cricket competition in India which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

- 2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 after the first 2008 payment e.g. US\$200,000 unless BCCI-IPL has received such sum from the Franchisee. It is expressly understood that the Player is entitled to keep the US\$200,000 already paid under the MOU.
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

- 2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US \$400,000 in respect of the 2008 Season, US\$450,000 in respect of the 2009 Season and US\$500,000 in respect of the 2010 Season (the "Fee") plus service tax if applicable. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

2008 Season	Sum (US\$)
1 November 2007	200,000
1 April 2008 (or departure for India whichever is earlier)	100,000
1 May 2008	50,000
1 July 2008	50,000

2009 Season	Sum (US\$)
1 November 2008	250,000
1 April 2009 (or departure for India whichever is earlier)	100,000
1 May 2009	50,000
1 July 2009	50,000

2010 Season	Sum (US\$)
1 November 2009	300,000
1 April 2010 (or departure for India whichever is earlier)	100,000
1 May 2010	50,000
1 July 2010	50,000

but it is acknowledged that the sum of US\$200,000 of the Fee in respect of the 2008 Season has already been paid to the Player.

2.4 Upon signature of the Franchisee/Player Contract, BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the total Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Franchisee/Player Contract is a breach of the terms thereof by the Player. BICC will make all payments under the MOU on the due dates as set out above until such time as the player has come to terms and signed the Franchisee/Player Contract.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess which excess shall be paid as to 25% on 1 January, as to 25% on 1 April, as to 25% on 1 May and as to 25% on the last day of the League in each year of the Term.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

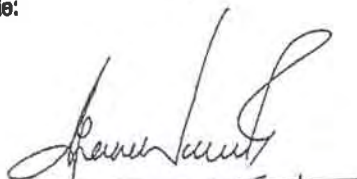
Signed by the parties on the date shown below.

\_\_\_\_\_  
2008

\_\_\_\_\_  
For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Name:

Title:



SHANE WARNE

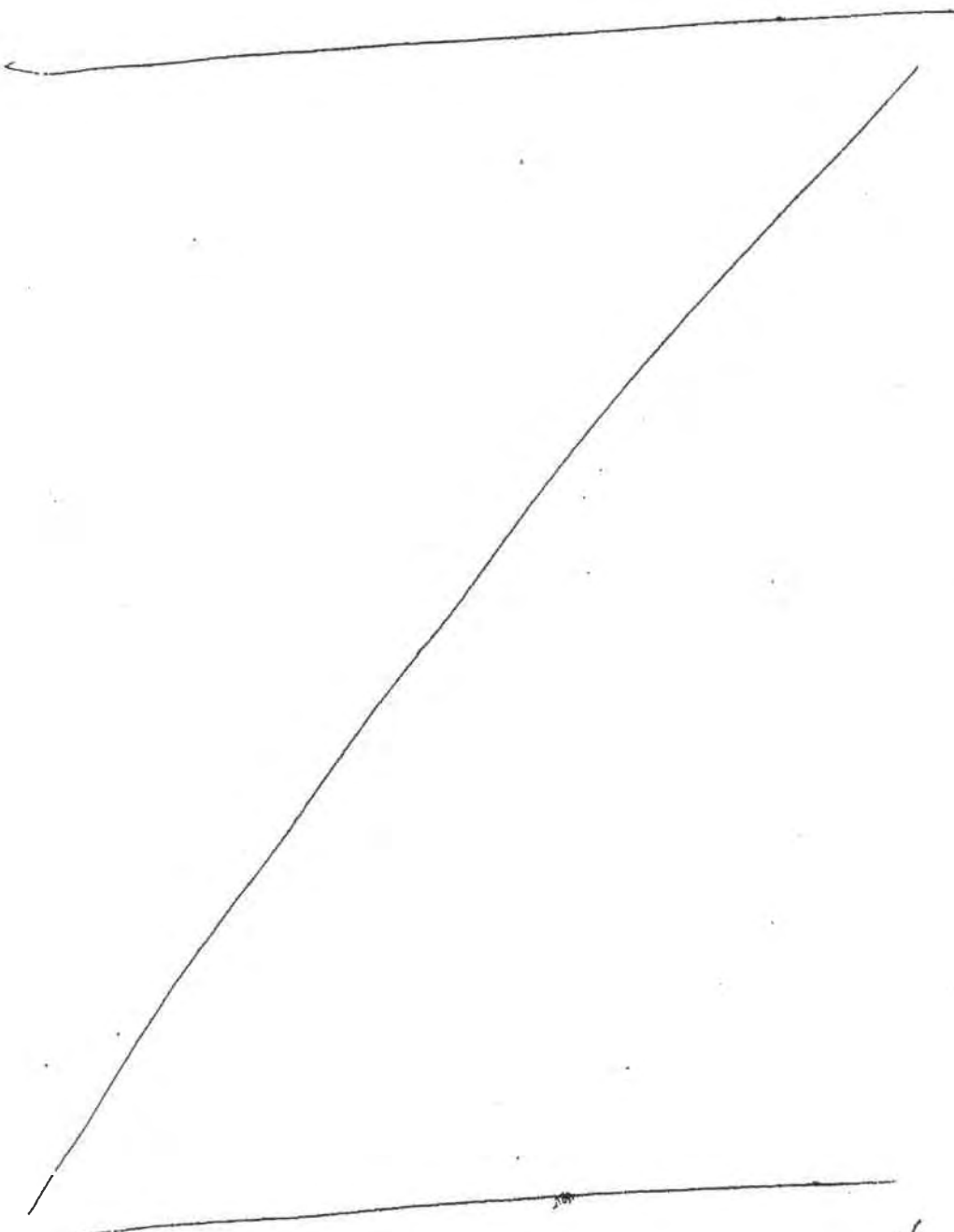
Name: *Shane Warne*

Title: *player.*

*19th February* 2008

SCHEDULE 1

Form of Player Contract



NS

## SCHEDULE 2

### General Provisions

#### 1. Force Majeure

- 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
- 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
- 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
- 1.4 For the purposes of this Agreement an "event of force majeure" shall mean an act of God affecting the performance of this agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.

#### 2. Transfer of this Agreement

Neither party has the right to assign or transfer this Agreement to any person.

#### 3. Notices

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 14 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax or email shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served 2 business days following the date of transmission thereof.

4. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.

5. General

- 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
- 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
- 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player

has committed himself to the League and, where appropriate, the Champions Tournament.

5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).

5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:

- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
- (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
- (c) acts in any way which materially damage the financial receipts of BCCI - IPL and or the League.

5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:

- (d) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player or his representatives, or
- (e) BCCI ceases to exist.

#### 6. Governing Law and Dispute Resolution

6.1 This shall be construed and enforced in accordance with the laws of the State of Victoria, Australia which shall have the sole jurisdiction. Prior to any dispute going to Court, an Independent Arbitrator will be appointed in the State of Victoria and all costs shared equally.

### SCHEDULE 3

#### Definitions and Interpretations

1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

## IPL PLAYER AGREEMENT (BASIC)

**THIS AGREEMENT** is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and **Brendon McCullum** of 92 Westholme Street, Stowan, Christchurch, New Zealand. ("the **Player**")

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on [date] in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
  - (b) remain bound by the other provisions of this Agreement; and
  - (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.



1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US[\$175,000] (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

- 2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

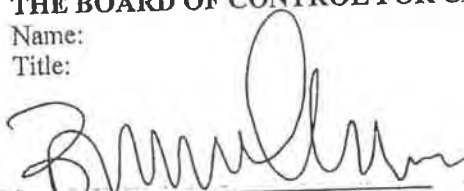
4. **Miscellaneous**

The Schedules form part of this Agreement.

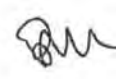
Signed by the parties on the date shown below.

\_\_\_\_\_  
For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

\_\_\_\_\_  
2008

  
\_\_\_\_\_  
For and on behalf of  
**[PLAYER]**  
Name:  
Title:

\_\_\_\_\_  
2008



**SCHEDULE 1**  
**Form of Player Contract**

*[Handwritten signature]*

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

*Bm*

invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.

- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

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nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

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### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

- 1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

- 1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

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(18)

## IPL PLAYER AGREEMENT (BASIC)

**THIS AGREEMENT** is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Shoaib Akhtar of c/o Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 1<sup>st</sup> November 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
  - (b) remain bound by the other provisions of this Agreement; and
  - (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

- 1.3 In addition to his other obligations in this Agreement the Player agrees as follows:
- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
  - (b) wherever possible and appropriate he shall promote the League;
  - (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
  - (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
  - (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.
- 2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:
- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
  - (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.
- 2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$225,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.

### 3. Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

### 4. Miscellaneous

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

\_\_\_\_\_  
For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

2008

\_\_\_\_\_  
For and on behalf of  
**Shoaib Akhtar**  
Name:  
Title:

2008

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed

- amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act

1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

“BCCI” shall mean Board of Control for Cricket in India;

“Bidders” shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

“business day” shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

“Champions Tournament” shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

“Franchisee” shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

“League” shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

“Player Bid Process” shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder’s team and which shall decide the Player Fee;

“Player Contract” shall mean the form of agreement set out in Schedule 1;

“Player Fee” shall have the meaning set out in schedule 1 of the Player Contract;

“Season” shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

“Team” shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

“Term” shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

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(21)

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Ramnareesh Sarwan of c/o Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London, SE1 7TP (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 1<sup>st</sup> November 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

##### 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

##### 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US[ ] (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of [ ] of the Fee in respect of 2008 has already been paid to the Player.

Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule I of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

- 2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 90% of such excess.
3. Term  
This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").
4. Miscellaneous  
The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA.  
Name:  
Title:

2008

For and on behalf of  
RAMNARESH SARWAN  
Name:  
Title:

02-16-2008

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and [player's name] of [address] (the "Player").

LOOTS BHOWAN

197 Jee Van Bhan  
Street, University of  
Bhamburda 4314

## WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on [date] in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

## IT IS AGREED as follows:

## 1. Player Obligations

## 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

## 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

(Twenty five thousand) *Rs. 25,000*

but it is acknowledged that the sum of *Rs. 25,000* US Dollar of the Fee in respect of 2008 has already been paid to the Player.

Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to ~~100%~~ <sup>90%</sup> of such excess.

### 3. Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

### 4. Miscellaneous

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

2008

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA  
Name:  
Title:

16 FEB 2008 23:10

Page 4



For and on behalf of

[PLAYER]

Name: Louis Bouchard

Title: MR

15.11. February 2008

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC;
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3  
(One Hundred  
and Fifty  
Thousand  
US Dollars)

Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$150,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

## General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**  
Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**  
Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**  
This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (a) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
6. **Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10

days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

## SCHEDULE 3

## Definitions and Interpretations

## 1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits;

(a) the singular shall include the plural and vice versa and any gender includes any other gender;

(b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;

(c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

**IPL PLAYER AGREEMENT (BASIC)**

**THIS AGREEMENT** is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Shaun Pollock of MPC Entertainment 15-16 Maple Mews, Maida Vale, London NW6 5UZ, England (the "Player").

**WHEREAS:**

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 11<sup>th</sup> October 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

**IT IS AGREED** as follows:

**1. Player Obligations**

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.



1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US \$200,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

but it is acknowledged that the sum of US \$30,000 of the Fee in respect of 2008 has already been paid to the Player.



Until such time as the Player has signed a Player Contract BCCI-IPL shall, subject as provided below, have the same right to reduce the Fee as is granted in respect of the Player Fee under paragraph 4 of Schedule 1 of the Player Contract in respect of any League matches for which the Player is Unavailable (as such term is defined in the Player Contract). The Player shall inform BCCI-IPL at any time during the Term if and whenever he is suffering from any injury or illness which would or may render him Unavailable to play in any League match and if there is any doubt about whether the Player is Unavailable then the parties shall jointly appoint the official doctor used by the Player's national domestic cricket board to provide to them a written opinion as to the Player's Unavailability (and the Player shall supply BCCI-IPL with a full copy of such written opinion as soon as it is received by him). In the case of any such doubt BCCI-IPL shall not be entitled to reduce the Fee under this Clause until such time as the opinion from such doctor confirms the Player's Unavailability as a result of such injury or illness. For the avoidance of doubt if the Player is available and able to play in League matches for an entire Season during which he has not entered into a Player Contract then there shall be no reduction in the Fee.

- 2.4 Upon signature of the Player Contract BCCI-IPL's payment obligations under Clause 2.3 shall immediately cease but thereafter BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract. BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2008 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

\_\_\_\_\_  
For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**

Name:

Title:

\_\_\_\_\_  
2008





[PLAYER]

Name: SHAUN POLLOCK.

Title: MR

15/2/ 2008



**SCHEDULE 1**  
**Form of Player Contract**

*JMP* (Blank, besides Schedule 1  
Form of Player  
Contract)

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.

- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged to make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10



days then either party may request the Chief Justice of The Mumbai High Court to nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

“BCCI” shall mean Board of Control for Cricket in India;

“Bidders” shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

“business day” shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

“Champions Tournament” shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

“Franchisee” shall mean a party (or an affiliate thereof) which has been awarded the right to operate a Team;

“League” shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

“Player Bid Process” shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder’s team and which shall decide the Player Fee;

“Player Contract” shall mean the form of agreement set out in Schedule 1;

“Player Fee” shall have the meaning set out in schedule 1 of the Player Contract;

“Season” shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

“Team” shall mean a team operated by a Franchisee in the League and, if appropriate, the Champions Tournament;

“Term” shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.



Australia

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"), and Adam Craig Gilchrist in his own capacity and as director of Crystal Lakes Pty Ltd as trustee for the Gilchrist Family Trust care of ATK Consultants, 59/20 Newstead Terrace, Newstead QLD (the "Player").

### WHEREAS:

- (A) The parties entered into a non-binding Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 This Agreement is subject to and conditional upon the Player being selected pursuant to the Player Bid Process, obtaining an NOC from Cricket Australia and the Player and Franchisee signing and agreeing to be bound by the Cricket Australia Overseas Club Playing Agreement which for the avoidance of doubt these three conditions are each conditions precedent and are to be construed for the benefit of the Player and the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;

- (b) remain bound by the other provisions of this Agreement; and
  - (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.
- 1.3 In addition to his other obligations in this Agreement the Player agrees as follows:
- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
  - (b) wherever possible and appropriate he shall promote the League;
  - (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
  - (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
  - (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.
- 2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:
- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
  - (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.
- 2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$600,000 (inclusive of 'brokerage fee' of US\$25,000) (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

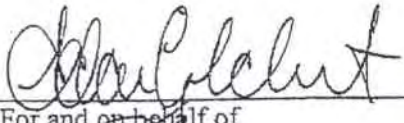
4. **Miscellaneous**

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

2008

For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

  
For and on behalf of

Name: ADAM CRAIG GILCHRIST

Title:

15/2 / 2008

---

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

- nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

## SCHEDULE 3

### Definitions and Interpretations

#### 1. Definitions and Interpretation

##### 1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players (highest bid shall prevail) with a view to such players being part of such Bidder's team and which shall decide the Player Fee and in relation to Adam Craig Gilchrist it shall be a requirement of the Player Bid Process that the Player (Adam Craig Gilchrist) be part of the marquee group of players to be bid upon by the Franchisees at the player auction to be held on 20 February 2008 in Mumbai;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"NOC" shall have the meaning set out in Schedule 3 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

##### 1.2 For the purposes of this Agreement and provided the context so permits:

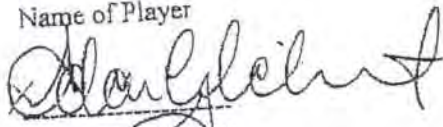
- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

### Addendum to IPL Playing Contract

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

ADAM GILCHRIST

Name of Player



Signature of Player

\_\_\_\_\_  
Date

FROM :

FAX NO. : 0242297492

Feb. 19 2008 08:36AM P3

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai. 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Ricky Ponting of Sam Halversen & Associates, PO Box 705, Coolumb Beach QLD 4573 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;

- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

(ADDENDUM)  
DP

THE ATTACHED  
DP

- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

FROM :

FAX NO. : 0242297492

Feb. 19 2008 08:36AM P4

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

2. **Payment Obligations:**

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$325,000 (includes 'brokerage fee' of US\$25,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

FROM :

FAX NO. : 0242297492

Feb. 19 2008 08:36AM P5

- 2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.
- 2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.
3. **Term**  
This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").
4. **Miscellaneous**  
The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

2008

For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:



For and on behalf of

[PLAYER]

Name: *Ricky Thomas Ponting*  
Title:

19/FEB 2008

**IPL PLAYER AGREEMENT (BASIC)**

**THIS AGREEMENT** is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai. 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Matthew Hayden care of International Quarterback, 24/76 Doggett Street, Newstead QLD 4006 (the "Player").

**WHEREAS:**

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

**IT IS AGREED** as follows:**1. Player Obligations**

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
  - (b) remain bound by the other provisions of this Agreement; and
  - (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.
- 2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:
- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
  - (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.
- 2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$250,000 (inclusive of 'brokerage fee' of US\$25,000) (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

2008

For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:



For and on behalf of  
**[PLAYER]**

Name: *MATTHEW HAZARD*  
Title:

*19/02/* 2008

19/02/2008 17:31

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PAGE 05/09

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**
- 1.1 In this Agreement the following words and expressions shall have the following meanings:
  - "BCCI" shall mean Board of Control for Cricket in India;
  - "Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;
  - "business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;
  - "Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;
  - "Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;
  - "League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;
  - "Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;
  - "Player Contract" shall mean the form of agreement set out in Schedule 1;
  - "Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;
  - "Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;
  - "Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;
  - "Term" shall have the meaning in Clause 3.
- 1.2 For the purposes of this Agreement and provided the context so permits:
  - (a) the singular shall include the plural and vice versa and any gender includes any other gender;
  - (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
  - (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

### Addendum to IPL Playing Contract

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.
6. The IPL franchise that selects me signing and agreeing to be bound by the CA Overseas Club Playing Agreement.

Matthew Hayden

Name of Player



Signature of Player

18.02.2008

Date

## IPL PLAYER AGREEMENT (BASIC)

**THIS AGREEMENT** is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Michael Hussey, care of Insite, Level 2, 71 York Street, Sydney NSW 2000 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

##### 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

##### 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$250,000 (inclusive of 'brokerage fee' of \$25,000) (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

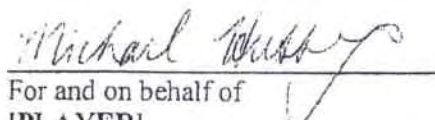
4. **Miscellaneous**

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

\_\_\_\_\_  
For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

\_\_\_\_\_  
2008

  
\_\_\_\_\_  
For and on behalf of  
[PLAYER]  
Name: MICHAEL HUSSEY  
Title:

18/2/08 2008

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**

- 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
- 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
- 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
- 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.

2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.

3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.

4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.

5. **General**

- 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
- 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
- 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

### Addendum to IPL Playing Contract

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

MICHAEL HUSSEY

Name of Player

Michael Hussey

Signature of Player

18/2/08

Date

6. The IPL franchise that selects me signing and agreeing to be bound by the CA overseas Club Playing Agreement.

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Brett Lee care of Insite, Level 2, 71 York Street, Sydney NSW 2000 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
  - (b) remain bound by the other provisions of this Agreement; and
  - (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$300,000 (inclusive of 'brokerage fee' of US\$25,000)(the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

\_\_\_\_\_  
For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

\_\_\_\_\_  
2008

\_\_\_\_\_  
For and on behalf of  
[PLAYER]  
Name: SKET LEE  
Title:

\_\_\_\_\_  
2008

**SCHEDULE 1**

**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

## SCHEDULE 3

### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

“BCCI” shall mean Board of Control for Cricket in India;

“Bidders” shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

“business day” shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

“Champions Tournament” shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

“Franchisee” shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

“League” shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

“Player Bid Process” shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder’s team and which shall decide the Player Fee;

“Player Contract” shall mean the form of agreement set out in Schedule 1;

“Player Fee” shall have the meaning set out in schedule 1 of the Player Contract;

“Season” shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

“Team” shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

“Term” shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

### Addendum to IPL Playing Contract

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

BRETT LEE

Name of Player

[Signature]

Signature of Player

6. The IPL franchise that selects me signing and agreeing to be bound by the CA overseas Club Playing Agreement.

19.2.08

Date

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Andrew Symonds care of SportsBrandHouse, PO Box 679, Paddington NSW 2021 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 30<sup>th</sup> October, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1 Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:
  - (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
  - (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.
- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:
  - (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
  - (b) remain bound by the other provisions of this Agreement; and
  - (c) he paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

LD/JL/wc07307m2

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

2. **Payment Obligations**

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.
- 2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:
  - (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
  - (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.
- 2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$250,000 including the 'brokerage fee' of \$25,000 (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

5. **Addendum**

The Player enters into this agreement subject to the terms outlined in the addendum signed and attached following the agreement.

Signed by the parties on the date shown below.

For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

2008

For and on behalf of  
**PLAYER**  
Name:  
Title:

18-2

2008

Arjun Sengupta

**SCHEDULE 1**  
**Form of Player Contract**



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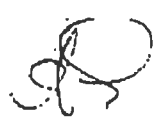
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invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.

- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

  
nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-DPI, (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

### SCHEDULE 3

#### Definitions and Interpretations

#### 1. Definitions and Interpretation

1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

### Addendum to IPL Playing Contract

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

*Andrew Symonds*  
Name of Player

*Andrew Symonds*  
Signature of Player

*18-2-08*  
Date

6. The IPL franchise that selects me signing and agreeing to be bound by the CA overseas Club Playing Agreement.

23

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Cameron White care of Gerard Sholly, 138 Perversi Avenue, Diamond Creek VIC 3089 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

- 1.3 In addition to his other obligations in this Agreement the Player agrees as follows:
- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
  - (b) wherever possible and appropriate he shall promote the League;
  - (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
  - (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
  - (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.
- 2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:
- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
  - (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.
- 2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$125,000 (inclusive of 'brokerage fee' of US\$25,000)(the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. Term

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

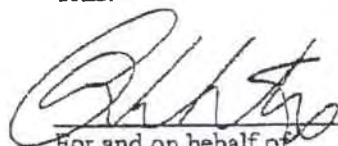
4. Miscellaneous

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

2008

For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:



For and on behalf of  
**[PLAYER]**  
Name: CAMERON WHITE  
Title:

16/2/ 2008

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**SCHEDULE 1**

**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

“BCCI” shall mean Board of Control for Cricket in India;

“Bidders” shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

“business day” shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

“Champions Tournament” shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

“Franchisee” shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

“League” shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

“Player Bid Process” shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder’s team and which shall decide the Player Fee;

“Player Contract” shall mean the form of agreement set out in Schedule 1;

“Player Fee” shall have the meaning set out in schedule 1 of the Player Contract;

“Season” shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

“Team” shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

“Term” shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:


- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

### Addendum to IPL Playing Contract

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

CAMERON WHITE

Name of Player

  
Signature of Player

18/2/2008  
Date

6. The IPL franchise that selects me signing and agreeing to be bound by the CA overseas Club Playing Agreement.

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## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Simon Katich care of Robert Joske Management, PO Box 289, WOOLLAHRA, NSW 1350 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$225,000 (includes the 'brokerage fee' of US\$25,000) (the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

P. 4/9

- | 3. | Term |
|----|------|
|----|------|

#### 4. Miscellaneous

Signed by the parties on the date shown below.

For and on behalf of  
[PLAYER]  
Name:  
Title:

15/2 2008

 $\Delta x$

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**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

“BCCI” shall mean Board of Control for Cricket in India;

“Bidders” shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

“business day” shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

“Champions Tournament” shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

“Franchisee” shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

“League” shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

“Player Bid Process” shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder’s team and which shall decide the Player Fee;

“Player Contract” shall mean the form of agreement set out in Schedule 1;

“Player Fee” shall have the meaning set out in schedule 1 of the Player Contract;

“Season” shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

“Team” shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

“Term” shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

**Addendum to IPL Playing Contract**

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

Simon Katich

Name of Player

Simon Katich

Signature of Player

18/2/08

Date

6. The IPL franchise that selects me signing and agreeing to be bound by the CA overseas Club Playing Agreement.

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai. 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and David Hussey care of Essentially, 14<sup>th</sup> Floor, 89 Albert Embankment, London SE1 7TP (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2 Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$125,000 (inclusive of 'brokerage fee' of US\$25,000)(the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date <sup>1</sup>	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20.

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

\_\_\_\_\_  
2008

For and on behalf of  
**THE BOARD OF CONTROL FOR CRICKET IN INDIA**  
Name:  
Title:

\_\_\_\_\_  
For and on behalf of  
[PLAYER]

Name: DAVID HUSSEY  
Title: MR.

18/02  
\_\_\_\_\_  
2008

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**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

## SCHEDULE 3

### Definitions and Interpretations

1. **Definitions and Interpretation**

- 1.1 In this Agreement the following words and expressions shall have the following meanings.

"BCCI" shall mean Board of Control for Cricket in India;

"Bidders" shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

"business day" shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

"Champions Tournament" shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

"Franchisee" shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

"League" shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

"Player Bid Process" shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder's team and which shall decide the Player Fee;

"Player Contract" shall mean the form of agreement set out in Schedule 1;

"Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;

"Season" shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

"Team" shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

"Term" shall have the meaning in Clause 3.

- 1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

### **Addendum to IPL Playing Contract**

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

DAVID HUSSEY  
Name of Player

David Hussey  
Signature of Player

18-02-2008  
Date

6. The IPL franchise that selects me signing and agreeing to be bound by the CA overseas Club Playing Agreement.

## IPL PLAYER AGREEMENT (BASIC)

THIS AGREEMENT is made between Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai, 400 020 for and on behalf of its Unit known as Indian Premier League ("BCCI-IPL"); and Nathan Bracken care of Rob Horten, Horten Ella Group, Level 6, 53 Walker Street, North Sydney NSW 2060 (the "Player").

### WHEREAS:

- (A) The parties entered into a Memorandum of Understanding ("MOU") on 13<sup>th</sup> September, 2007 in connection with the League and the Champions Tournament (each as defined below) and now wish to replace the MOU with this Agreement.
- (B) It is intended that the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for this Agreement in the manner contemplated by this Agreement.

### IT IS AGREED as follows:

#### 1. Player Obligations

- 1.1 If the Player is selected pursuant to the Player Bid Process then the Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee who has so selected him, he shall enter into a Player Contract with such Franchisee (with the Player Fee being as decided by the Player Bid Process and notified to the Player) provided that the annual Player Fee payable under the Player Contract is no less than the Fee referred to in Clause 2.3 of this Agreement;
- (b) he shall not (directly or through any third party) negotiate with such Franchisee in respect of any provision of the Player Contract other than, following signature of it, any bonus arrangements which may be mutually agreed between the Player and such Franchisee and the Player shall be obliged to supply any Existing Agreement (as defined in the Player Contract) to the Franchisee to the extent they have not been previously supplied.

- 1.2 If the Player is not selected pursuant to the Player Bid Process then he shall:

- (a) be obliged to enter into a Player Contract with a Franchisee as soon as practicable following the Player Bid Process (and to supply the Franchisee with any Existing Agreements) provided that a Franchisee is willing to enter into such Player Contract and provided further that the annual Player Fee payable under such proposed Player Contract is no less than the Fee referred to in Clause 2.3;
- (b) remain bound by the other provisions of this Agreement; and
- (c) be paid the Fee under Clause 2.3 until such time as he enters into a Player Contract under Clause 1.2(a) above.

1.3 In addition to his other obligations in this Agreement the Player agrees as follows:

- (a) he shall not (directly or through any third party) enter into any other arrangement or agreement (written or oral) or do any other thing which would adversely affect his ability to enter into the Player Contract;
- (b) wherever possible and appropriate he shall promote the League;
- (c) he shall not during the Term (other than through his representation of his country in an international match) participate in India in any competition which is the same as or similar to the League or anywhere in the world which is the same as or similar to the Champions Tournament;
- (d) he shall not during the Term participate in any Twenty20 cricket competition anywhere in the world which is not officially recognised by (i) the official national governing body for cricket in the country where such competition takes place or, (ii) in the absence of any such national governing body in such country, by the ICC
- (e) he shall not during the Term participate in any other cricket competition which is or could reasonably be considered to be similar to or competitive with the League (including without limitation the competition known as "The Indian Cricket League" or any re-branded version thereof).

## 2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations in Clause 1.1(a) or 1.2(a) as appropriate.

2.2 If the Player breaches his obligations in Clause 1.1 (a) or Clause 1.2 for any reason then:

- (a) the Player shall (without prejudice to BCCI-IPL's other rights and remedies) within 15 days repay to BCCI-IPL an amount equal to any sum paid to him under Clause 2.3 unless BCCI-IPL has received such sum from the Franchisee; and
- (b) all obligations on BCCI-IPL under this Agreement including any obligation to pay any further sums under this Agreement to the Player shall automatically cease to be of any further force or effect.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$225,000 (inclusive of 'brokerage fee' of US\$25,000)(the "Fee") plus service tax if applicable in respect of each year of the Term. The Fee shall be payable to such bank account in the name of the Player as the Player shall nominate as follows:

Date	Payment (%)
1 April	15
1 May	50
1 October	15
1 November	20

15-FEB-2008 12:21 FROM HORTON ELLA

TO 92626139

F.02/02

2.4 BCCI-IPL hereby guarantees to the Player that the Franchisee shall pay the Player Fee due to the Player under his Player Contract but BCCI-IPL shall not be obliged to make any payment under this guarantee if the reason for the non-payment of the Player Fee under the Player Contract is a breach of the terms thereof by the Player.

2.5 If pursuant to the Player Bid Process or otherwise a Franchisee agrees to pay to the Player a Player Fee which exceeds the Fee then the Player shall be entitled to retain an amount equal to 100% of such excess.

3. **Term**

This Agreement shall come into effect upon signature and shall continue until 31 December 2010 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.


Signed by the parties on the date shown below.

2008

For and on behalf of  
THE BOARD OF CONTROL FOR CRICKET IN INDIA

Name:

Title:

  
For and on behalf of  
[PLAYER]

Name: NATHAN BRACKEN

Title:

15-2-2008

**SCHEDULE 1**  
**Form of Player Contract**

## SCHEDULE 2

### General Provisions

1. **Force Majeure**
  - 1.1 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure and gives written notice to the other party detailing the event of force majeure then such party shall be excused the performance of the affected obligation as from the date of such notice for so long as such event of force majeure shall continue.
  - 1.2 If any notice is given under paragraph 1.1, the parties shall attempt to mitigate the effect of the matters referred to in such notice including by trying to agree a solution to the consequences of the event of force majeure.
  - 1.3 If after 30 days from the date of notice being given pursuant to paragraph 1.1 the event of force majeure is still continuing and concerns a material obligation under this Agreement, then whichever party has received such notice shall have the right to terminate this Agreement on not less than 30 days' written notice.
  - 1.4 For the purposes of this Agreement an "event of force majeure" shall mean anything affecting the performance of this Agreement arising from acts, events, non-happenings, omissions or accidents beyond the reasonable control of either party.
2. **Transfer of this Agreement**

Neither party has the right to assign or transfer this Agreement to any person.
3. **Notices**

Any notice (the "Notice") under this Agreement shall be given by sending the same by pre-paid first class post or fax to the relevant address shown in this Agreement or to such other address as shall have been notified (in accordance with this paragraph) by the party concerned as being its address for the purposes of this paragraph. Any Notice so sent by post shall be deemed to have been served 4 business days after posting and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and put into the post. Any Notice sent by fax shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 - 1630 in the location of the recipient or if not so transmitted shall be deemed to have been served on the next business day following the date of transmission thereof.
4. **Entire Agreement**

This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation of any kind save as may be expressly set out in this Agreement and agrees that the sole remedy for breach of any such warranty or representation shall be a claim for breach of contract. Nothing in this Agreement shall seek to include any liability for fraudulent misrepresentation.
5. **General**
  - 5.1 Nothing in this Agreement will be construed as making one party an agent, partner, employee or representative of any other or making the parties joint venturers.
  - 5.2 No party will without the express prior written agreement of the other party have any authority to bind the other party nor will it pledge the credit or represent itself as being the other party's, partner, employee or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature express or implied on behalf of the other party.
  - 5.3 Each of the provisions contained in this Agreement is considered reasonable by the parties and each Clause and sub-Clause will be ~~construed as independent of every~~ other provision. If any provision of this Agreement is determined to be illegal,

- invalid or otherwise unenforceable then, insofar as is possible, it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of this Agreement will not also be invalidated unless the purpose of this Agreement is frustrated as a result.
- 5.4 Where this Agreement is signed by the parties on different dates then it shall take effect on the latest date of signature.
- 5.5 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement.
- 5.6 References to the termination of this Agreement shall include its termination for any reason or expiration.
- 5.7 Each party shall during the Term and for the longest period allowable by law thereafter keep the contents of this Agreement confidential save that it is agreed that the parties may each refer to the fact that an agreement has been signed between them under which the Player has committed himself to the League and, where appropriate, the Champions Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars upon receipt of an invoice and shall be paid net of any deductions which BCCI-IPL is statutorily obliged make (in which case a certificate of the deduction of such sums shall be issued to the Player).
- 5.9 BCCI-IPL may terminate this Agreement with immediate effect by giving notice in writing to the Player if the Player:
- (a) is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from BCCI-IPL; or
  - (b) enters into liquidation or has any bankruptcy/insolvency proceedings commenced against him or becomes bankrupt/insolvent (or anything analogous to any of the foregoing occurs under any other jurisdiction); or
  - (c) acts in any way which damages the image or reputation of BCCI-IPL and/or the League.
- 5.10 The Player may terminate this Agreement with immediate effect by giving notice in writing to BCCI-IPL if:
- (c) BCCI-IPL is in material breach of any obligation under this Agreement and fails to remedy such breach within 30 days' of written request to do so from the Player; or
  - (d) BCCI ceases to exist.
- 5.11 The termination of this Agreement (for whatever reason) will not terminate any provision which is expressly or by implication provided to come into or continue in force after such termination and will be without prejudice to the accrued rights and liabilities and other remedies of the parties to this Agreement.
- 5.12 The termination or expiry of this Agreement shall be without prejudice to any rights and obligations in respect of any period after such termination and shall also be without prejudice to the rights and obligations of either party against the other in respect of any prior breach of it.
- 6. Governing Law and Dispute Resolution**
- 6.1 This Agreement shall be governed by, and construed in accordance with, Indian law.
- 6.2 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a single arbitrator appointed by mutual consent. If the parties are unable to agree upon the identity of such single arbitrator within 10 days then either party may request the Chief Justice of The Mumbai High Court to

nominate an arbitrator under section 11 of The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

- 6.3 The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
- 6.4 The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyers fees and charges and shall pay one half of the costs and expenses of such arbitration, subject always to the final award of the arbitrator as to costs.
- 6.5 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.6 BCCI-IPL (but not the Player) shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai if it reasonably believes that damages would not be an adequate remedy for any breach of this Agreement.

### SCHEDULE 3

#### Definitions and Interpretations

1. **Definitions and Interpretation**

1.1 In this Agreement the following words and expressions shall have the following meanings.

“BCCI” shall mean Board of Control for Cricket in India;

“Bidders” shall mean those parties (including the Franchisee) (i) which have been awarded the right to establish and operate a team as part of the League following the tender process in respect thereof and (ii) which shall participate in the Player Bid Process;

“business day” shall mean any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;

“Champions Tournament” shall mean the competition which may take place for the winner and runner-up of the League and equivalent Twenty20 leagues in other territories which it is anticipated shall take place during an 11 day period commencing towards the end of September or during October in each year of the Term;

“Franchisee” shall mean the party (or an affiliate thereof) which has been awarded the right to operate the Team;

“League” shall mean the Twenty20 Indian Premier League competition which is being organised by BCCI-IPL and which shall take place over a period of approximately six weeks currently anticipated to occur in April/May during each year of the Term;

“Player Bid Process” shall mean the process by which each Bidder (including the Franchisee) bids for players with a view to such players being part of such Bidder’s team and which shall decide the Player Fee;

“Player Contract” shall mean the form of agreement set out in Schedule 1;

“Player Fee” shall have the meaning set out in schedule 1 of the Player Contract;

“Season” shall mean the period of time during which the League shall take place together with, if the Team qualifies for it, the period of time during which the Champions Tournament shall take place;

“Team” shall mean the team operated by the Franchisee in the League and, if appropriate, the Champions Tournament;

“Term” shall have the meaning in Clause 3.

1.2 For the purposes of this Agreement and provided the context so permits:

- (a) the singular shall include the plural and vice versa and any gender includes any other gender;
- (b) references to a person shall include any company, business, firm, unincorporated association or other entity of any kind;
- (c) references to statutory enactments shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

**Addendum to IPL Playing Contract**

1. This document is an Addendum to the IPL playing contract that I have signed today. My offer to enter into a contract is subject to the terms of this Addendum, such that the terms of the contract that entered into with me, including the obligations and responsibilities that are imposed on me under that contract, are varied according to the terms of this Addendum.
2. The obligation under clause 3.1(a) of the IPL playing contract that I am required to present myself up to 14 days prior to the start of the League is varied so that I am only required to leave my home port 7 days prior to the start of the season, or the agreed date when I will start playing for the franchise, whichever is the later.
3. The obligation imposed on me under clause 4.8 of the IPL playing contract to present myself in India for 5 days for promotional purposes if I am unable to play in any Match is varied so that I am able to elect not to present myself on the basis that I forego my entitlement to receive 10% of the Player Fee. If I make this election, neither the franchise of the IPL nor the IPL itself is permitted to use my Player Identification in any manner, including for the promotional activities set out on clause 4.8.
4. Clause 3.3 of the IPL playing contract is varied so that the reduction in the Player Fee shall not exceed 20% in total, no matter how many occasions I am unable to take part in a promotional or endorsement activity because of my other contractual obligations.
5. The IPL playing contract is varied so that individual IPL franchises agree that they will not select more than two Cricket Australia contracted players in their squad and if this provision is breached, they will indemnify me for any breach of my Cricket Australia contract that this constitutes and for any losses that I suffer as a consequence.

Nathan Bracken

Name of Player

Nathan Bracken

Signature of Player

15-2-08

Date

6. The IPL franchise that selects me signing and agreeing to be bound by the CA overseas Club Playing Agreement.