

ANNEXURE-II

Details of the Fees guaranteed by the BCCI to the foreign players as per the copies of the agreements submitted by BCCI

Sr No	Name of the player	Country	Date of agreement	Amount in US\$ guaranteed by BCCI
1	Tatenda Taibu	Zimbabwe	17.02.2008	125000
2	Kamran Akmal	Pakistan	Not mentioned	150000
3	T. Dilshan	Sri Lanka	Not mentioned	150000
4	Chamara Silva	Sri Lanka	Not mentioned	100000
5	Chamunda Vyas	Sri Lanka	Not mentioned	175000
6	Umar Gul	Pakistan	Not mentioned	150000
			<b>Total</b>	<b>8,50,000</b>

19 Tabinda Parbu

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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 [player's name] of [address] (the "Player").

WHEREAS:

- (A) 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 The Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee (following the selection of the Player by the Franchisee pursuant to the Player Bid Process) he shall enter into the Player Contract with the Franchisee (with the Player Fee being as decided by the Player Bid Process ~~subject to a minimum annual amount equal to the Fee referred to in Clause 2.3 of this Agreement~~);
- (b) he shall not (directly or through any third party) negotiate with the 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 the Franchisee;
- (c) 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 and fully perform the Player Contract;
- (d) wherever possible and appropriate he shall promote the League;
- (e) he shall not during the Term (other than through his representation of his country in an international match) participate in any Twenty20 league which is the same as or similar to the League or any other Twenty20 competition which is based (largely or wholly) in each case in India;
- (f) he shall not during the Term participate in any Twenty20 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.

2. Payment Obligations

LVN/007/07643

~~Deleted: (A) The parties entered into a Memorandum of Understanding ("MOU") on [date] in connection with the League and the Champions. Transmittal (as set out below) and so which to replace the MOU with this Agreement.~~

~~Deleted: B~~

~~Deleted: see corresponding schedule 1 of the Player Contract.~~

~~Deleted: ICCI~~

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TT

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player entering into the Player Agreement in accordance with Clause 1.1(a).
- 2.2 If the condition in Clause 2.1 is not satisfied for any reason (including by reason of an event of force majeure (as defined below)) by 1 March 2008 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 or unless BCCI-IPL (in its absolute discretion) decides that such sum shall represent a payment of the relevant proportion of the Player Fee for the 2009 or any subsequent Season in which event the Player shall not be obliged to reimburse such sum; and
  - (b) any obligation on BCCI-IPL to pay any further sums under this Agreement to the Player shall cease to be of any further force or effect on such date.
- 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 (the "Fee") plus service tax if applicable in respect of the 2008 League (it being acknowledged that the obligation to pay any sums to the Player in future years shall rest with the Franchisee as contemplated by Clause 2.4). The Fee shall be payable to such bank account as the Player shall nominate as follows:
- (a) as to US\$ 50,000 on 1 April 2008;
  - (b) as to US\$ 25,000 on 1 May 2008; and
  - (c) as to US\$ 50,000 on 1 October 2008.
- 2.4 The Player agrees that automatically upon signature of the Player Contract all of BCCI-IPL's outstanding payment obligations under this Agreement shall cease to have any further force and effect and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract in place of such amount of the Fee which remains unpaid at the date of signature of the Player Contract.
- 2.5 If pursuant to the Player Bid Process the 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 the earlier to occur of date on which a Player Contract is entered into between the Player and the Franchisee and 31 October 2008 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**

The Schedules form part of this Agreement.

Debit: [ ]
Debit: [ ]
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Debit: [ ]
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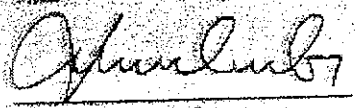
CCB/2007/10001

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Signed by the parties on the date shown below.

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

2005



17/2 2005

For and on behalf of  
**(PLAYER)**  
Name: **VALENDRA JAIBH**  
Title: **MR**

42  
70  
KAMIRAN AKMAL

### 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").

#### 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 The Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee (following the selection of the Player by the Franchisee pursuant to the Player Bid Process) he shall enter into the Player Contract with the Franchisee (with the Player Fee being as decided by the Player Bid Process subject to a minimum annual sum equal to the Fee referred to in Clause 2.3 of this Agreement);
- (b) he shall not (directly or through any third party) negotiate with the 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 the Franchisee;
- (c) 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 and fully perform the Player Contract;
- (d) wherever possible and appropriate he shall promote the League;
- (e) he shall not during the Term (other than through his representation of his country in an international match) participate in any Twenty20 league which is the same as or similar to the League or any other Twenty20 competition which is based (largely or wholly) in each case in India;
- (f) he shall not during the Term participate in any Twenty20 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.



2. **Payment Obligations**

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player entering into the Player Agreement in accordance with Clause 1.1(a).

2.2 If the condition in Clause 2.1 is not satisfied for any reason (including by reason of an event of force majeure (as defined below)) by 1 March 2008 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 or unless BCCI-IPL (in its absolute discretion) decides that such sum shall represent a payment of the relevant proportion of the Player Fee for the 2009 or any subsequent Season in which event the Player shall not be obliged to reimburse such sum; and

(b) any obligation on BCCI-IPL to pay any further sums under this Agreement to the Player shall cease to be of any further force or effect on such date.

2.3 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 the 2008 League (it being acknowledged that the obligation to pay any sums to the Player in future years shall rest with the Franchisee as contemplated by Clause 2.4). The Fee shall be payable to such bank account as the Player shall nominate as follows:

(a) as to US\$[ ] on 1 [ ] 2007;

(b) as to US\$[ ] on 1 April 2008;

(c) as to US\$[ ] on 1 May 2008; and

(d) as to US\$[ ] on 1 October 2008.

2.4 The Player agrees that automatically upon signature of the Player Contract all of BCCI-IPL's outstanding payment obligations under this Agreement shall cease to have any further force and effect and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract in place of such amount of the Fee which remains unpaid at the date of signature of the Player Contract.

2.5 If pursuant to the Player Bid Process the 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 the earlier to occur of date on which a Player Contract is entered into between the Player and the Franchisee and 31 October 2008 at which time it shall automatically terminate (the "Term").

4. **Miscellaneous**



(a) **National Duty of Player**


Notwithstanding anything contained herein, the national duties of the player shall take precedence over IPL/Champion Tournament commitments. For the purposes of this clause, the Home Board of the Player shall have the discretion to declare any task etc as the national duty.

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:

2007



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

2007

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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. However, if the event of force majeure prevents the satisfaction of the conditions referred to in Clause 2.1 then the Player shall remain obliged to repay to BCCI-IPL the sums referred to in Clause 2.1 and BCCI-IPL shall be under no obligation to pay any further sums to the Player under this Agreement.
  - 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**

All the rights granted to the Player in this Agreement are personal to him and he will have no right to assign or transfer this Agreement to any person. BCCI-IPL may transfer this Agreement to any other party at any time which is involved in the administration of the League.
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. 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 and which has selected the Player as part of the Player Bid Process ;
- “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;
- “National Duty” means national duty of the Player as declared by the Home Board of the Player.
- “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 [player's name] of [address] (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** The Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee following the selection of the Player by the Franchisee pursuant to the Player Bid Process) he shall enter into the Player Contract with the Franchisee (with the Player Fee being as decided by the Player Bid Process subject to a minimum annual sum equal to the Fee referred to in Clause 2.3 of this Agreement);
- (b) he shall not (directly or through any third party) negotiate with the 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 the Franchisee ~~(as contemplated by schedule 1 of the Player Contract)~~;
- (c) 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 and fully perform the Player Contract;
- (d) wherever possible and appropriate he shall promote the League;
- (e) he shall not during the Term (other than through his representation of his country in an international match) participate in any Twenty20 league which is the same as or similar to the League or any other Twenty20 competition which is based (largely or wholly) in each case in India;
- (f) he shall not during the Term participate in any Twenty20 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 BCCI.

2. **Payment Obligations**

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player entering into the Player Agreement in accordance with Clause 1.1(a).

2.2 If the condition in Clause 2.1 is not satisfied for any reason (including by reason of an event of force majeure (as defined below)) by 1 March 2008 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 or unless BCCI-IPL (in its absolute discretion) decides that such sum shall represent a payment of the relevant proportion of the Player Fee for the 2009 or any subsequent Season in which event the Player shall not be obliged to reimburse such sum; and

(b) any obligation on BCCI-IPL to pay any further sums under this Agreement to the Player shall cease to be of any further force or effect on such date.

2.3 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 the 2008 League and 2008 Champions Tournament (it being acknowledged that the obligation to pay any sums to the Player in future years shall rest with the Franchisee as contemplated by Clause 2.4). The Fee shall be payable to such bank account as the Player shall nominate as follows:

(a) as to US\$ [ ] on 1 [ ] 2007;

(ba) as to US\$ [50,000] on 1 April 2008;

(eb) as to US\$ [50,000] on 1 May 2008; and

(dc) as to US\$ [50,000] on 1 October 2008.

2.4 The Player agrees that automatically upon signature of the Player Contract all of BCCI-IPL's outstanding payment obligations under this Agreement shall cease to have any further force and effect and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract in place of such amount of the Fee which remains unpaid at the date of signature of the Player Contract.

2.5 If pursuant to the Player Bid Process the 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 the earlier of date on which a Player Contract is entered into between the

*DL*

From: SOFITEL BRISBANE HOTEL

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04/02/2008 05:57 #295 P.012/017

**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. However, if the event of force majeure prevents the satisfaction of the conditions referred to in Clause 2.1 then the Player shall remain obliged to repay to BCCI-IPL the sums referred to in Clause 2.1 and BCCI-IPL shall be under no obligation to pay any further sums to the Player under this Agreement.
  - 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**

All the rights granted to the Player in this Agreement are personal to him and he will have no right to assign or transfer this Agreement to any person. BCCI-IPL may transfer this Agreement to any other party at any time which is involved in the administration of the League.
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



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 and, if such team qualifies for it, the Champions Tournament 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 and which has selected the Player as part of the Player Bid Process ;

"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 the Team qualifies for it ~~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.

*21/5*

23  
IPL PLAYER AGREEMENT (BASIC)

Chamale Silva

46  
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").

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.~~
- (AB) 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 The Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee (following the selection of the Player by the Franchisee pursuant to the Player Bid Process) he shall enter into the Player Contract with the Franchisee (with the Player Fee being as decided by the Player Bid Process subject to a minimum annual sum equal to the Fee referred to in Clause 2.3 of this Agreement);
- (b) he shall not (directly or through any third party) negotiate with the 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 the Franchisee ~~(as contemplated by schedule 1 of the Player Contract)~~;
- (c) 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 and fully perform the Player Contract;
- (d) wherever possible and appropriate he shall promote the League;
- (e) he shall not during the Term (other than through his representation of his country in an international match) participate in any Twenty20 league which is the same as or similar to the League or any other Twenty20 competition which is based (largely or wholly) in each case in India;
- (f) he shall not during the Term participate in any Twenty20 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 BCCI.

2. **Payment Obligations**

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player entering into the Player Agreement in accordance with Clause 1.1(a).

2.2 If the condition in Clause 2.1 is not satisfied for any reason (including by reason of an event of force majeure (as defined below)) by 1 March 2008 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 or unless BCCI-IPL (in its absolute discretion) decides that such sum shall represent a payment of the relevant proportion of the Player Fee for the 2009 or any subsequent Season in which event the Player shall not be obliged to reimburse such sum; and

(b) any obligation on BCCI-IPL to pay any further sums under this Agreement to the Player shall cease to be of any further force or effect on such date.

2.3 Subject to Clauses 2.1 and 2.4 BCCI-IPL hereby agrees to pay to the Player the sum of US\$ 100,000 [-----], (the "Fee") plus service tax if applicable in respect of the 2008 League and 2008 Champions Tournament (it being acknowledged that the obligation to pay any sums to the Player in future years shall rest with the Franchisee as contemplated by Clause 2.4). The Fee shall be payable to such bank account as the Player shall nominate as follows:

(a) as to US\$ [-----] on 1 [-----] 2007;

(~~ba~~) as to US\$ [50,000-----] on 1 April 2008;

(~~eb~~) as to US\$ [25,000-----] on 1 May 2008; and

(~~ec~~) as to US\$ [25,000-----] on 1 October 2008.

2.4 The Player agrees that automatically upon signature of the Player Contract all of BCCI-IPL's outstanding payment obligations under this Agreement shall cease to have any further force and effect and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract in place of such amount of the Fee which remains unpaid at the date of signature of the Player Contract.

2.5 If pursuant to the Player Bid Process the 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 the earlier to occur of date on which a Player Contract is entered into between the

Player and the Franchisee and 31 October 2008 at which time it shall automatically terminate (the "Term").

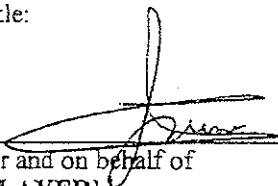
4. **Miscellaneous**

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:

2007

  
\_\_\_\_\_  
For and on behalf of  
[PLAYER]  
Name: L. P. Chamara Silva.  
Title:

2007



## BCCI (IPL) Player MOU

Parties	<p>The Board of Control for Cricket In India, Vice President's Office, Modi Enterprises, Nirlon House, Dr. Annie Beasant Road, Worli, Mumbai (BCCI)</p> <p>Chaminda Vaas [ _____ ] (<i>The Player</i>)</p> <p>Ainsley Service Company Ltd c/o Sovereign Corporate Services, PO Box, 62201, Dubai, UAE (<i>Ainsley</i>)</p>
Effective Date	This MOU shall be effective upon signing by all parties hereof ( <i>Effective Date</i> ).
Binding Effect	<p>The following named sections of this MOU are binding on the parties:</p> <ul style="list-style-type: none"> <li>(a) Binding Effect;</li> <li>(b) Long Form Contract and Term;</li> <li>(c) Player Obligations;</li> <li>(d) Rights;</li> <li>(e) Fee;</li> <li>(f) Assignment;</li> <li>(g) Confidentiality; and</li> <li>(h) Governing Law.</li> </ul> <p>All other sections of this MOU are non-binding, and reflect the intent of the parties and the matters that will be included in the Long Form Contract.</p>
Long Form Contract and Term	<p>The parties agree to use all reasonable commercial efforts to execute a long form contract in accordance with the terms stated herein (<i>Long Form Contract</i>), which shall supersede this MOU, within forty-five (45) days from the Effective Date.</p> <p>The Term of this Agreement is three (3) years commencing 1<sup>st</sup> November, 2007 and concluding 31<sup>st</sup> October, 2010.</p>
Player Obligations	<p>The Player agrees, subject to approval from the Player's national cricket board and any ICC sanctioned international cricketing commitments that he will be fit and play to the best of his abilities in the <i>Indian Premier League (IPL)</i> which will take place over a period of approximately six (6) weeks currently expected to occur in the months of April/May. The Player will be allocated to a Franchise and that Franchise will attempt to qualify for the <i>Champions Twenty20 (C20:20)</i>. This will take place over eleven (11) days commencing in late September/ early Oct. The Player will make himself available for the C20:20 should his Franchise qualify.</p> <p>The Player will subject to approval from the Player's national cricket board and any ICC sanctioned international cricketing commitments;</p> <ul style="list-style-type: none"> <li>a) Play to the best of his ability in the 10-14 matches that constitute the IPL and potentially 5 matches of the C20:20</li> <li>b) Make himself available for ten (10) promotional appearances during each season of the IPL</li> <li>c) Wherever possible actively promote the IPL and C20:20</li> <li>d) Wear team uniform at all requested times</li> </ul>

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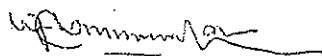
	<p>e) In the event that the Player plays for another team that qualifies for the C20:20 in any year of this Agreement the Player agrees to play for the Franchise pursuant to this Agreement and not for such other team in any relevant C20:20 in which both such teams qualify.</p> <p>f) Sign squad terms put in place for the C20:20 should his Franchise qualify.</p>
<p>Fee</p>	<p>The Player will be paid by the BCCI an annual base fee of US\$175,000 (the Basic Fees), in each 12 month period of this Agreement (ie three times during the Term). The Player will then be offered by the BCCI to the IPL Franchises on certain terms to be agreed by the Player for a Fee (the 'Franchise Fee') and upon agreement the highest bidder will secure his services and The Player will receive ninety percent of any amount by which the Franchise Fee exceeds the Basic Fees and Ainsley will receive ten percent of any amount by which the Franchise Fee exceeds the Basic Fees.</p> <p>The above fees owing to the Player will be paid in the following instalments to The Player;</p> <ul style="list-style-type: none"> <li>a) 1<sup>st</sup> November - US\$26,250</li> <li>b) 1<sup>st</sup> April - US\$87,500</li> <li>c) 1<sup>st</sup> May - US\$26,250</li> <li>d) 1<sup>st</sup> October - US\$35,000</li> </ul> <p>And any fees payable to Ainsley under this section shall be paid together with the Brokerage fee as set out below by the 1<sup>st</sup> of April in each year of this Agreement to Ainsley.</p> <p>In addition, The Player will be provided during IPL and C20:20;</p> <ul style="list-style-type: none"> <li>a) Business Class travel to and from India and the location of the C20:20</li> <li>b) Daily allowances of US\$100 per day</li> <li>c) '5 Star' accommodation</li> <li>d) Access to suitable medical support personnel (Physio, masseuse etc)</li> <li>e) All ground transport and</li> <li>f) All official team attire</li> </ul>
<p>Brokerage Fee</p>	<p>In consideration of brokering this Agreement Ainsley shall be paid by the BCCI an annual fee of US\$25,000 (the Brokerage Fees) in each 12 month period of this Agreement (ie three times during the Term). The fee will be paid by 1<sup>st</sup> April in each contract year.</p> <p>This Brokerage Fee section and the above Fee section of this MOU constitutes the entire agreement between the BCCI and Ainsley in relation to the above Brokerage Fees payable in respect of the signing of the Player to the IPL and supersedes all other agreements or arrangements, whether written or oral, express or implied, between the BCCI and Ainsley in relation to the signing of the Player to the IPL. No variations of this agreement are effective unless made in writing signed by both the BCCI and Ainsley.</p>
<p>Assignment</p>	<p>The Player cannot assign his obligations under this arrangement.</p>

*[Handwritten signature and initials]*

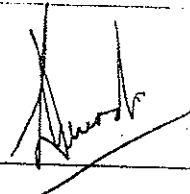
CONFIDENTIAL

	The BCCI will have the right to assign its rights to an IPL Franchise.
Confidentiality	The Terms of this arrangement must at all times remain confidential subject to applicable laws.
Governing Law	This shall be construed and enforced in accordance with the laws of India and the Courts at Mumbai shall have the sole jurisdiction.

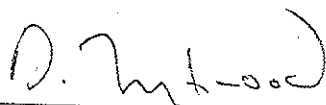
Dated 3rd October 2007



Signed by  
Chaminda Vaas  
The Player



Signed by  
Lalit Modi  
Vice President,  
Board of Control for Cricket in India



Signed by  
David Ligertwood  
For and on behalf of Ainsley

50  
UMAR GUL

### 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").

#### 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 The Player agrees as follows:

- (a) as soon as practicable upon being notified of the identity of the Franchisee (following the selection of the Player by the Franchisee pursuant to the Player Bid Process) he shall enter into the Player Contract with the Franchisee (with the Player Fee being as decided by the Player Bid Process subject to a minimum annual sum equal to the Fee referred to in Clause 2.3 of this Agreement);
- (b) he shall not (directly or through any third party) negotiate with the 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 the Franchisee;
- (c) 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 and fully perform the Player Contract;
- (d) wherever possible and appropriate he shall promote the League;
- (e) he shall not during the Term (other than through his representation of his country in an international match) participate in any Twenty20 league which is the same as or similar to the League or any other Twenty20 competition which is based (largely or wholly) in each case in India;
- (f) he shall not during the Term participate in any Twenty20 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.



2. Payment Obligations

2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player entering into the Player Agreement in accordance with Clause 1.1(a).

2.2 If the condition in Clause 2.1 is not satisfied for any reason (including by reason of an event of force majeure (as defined below)) by 1 March 2008 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 or unless BCCI-IPL (in its absolute discretion) decides that such sum shall represent a payment of the relevant proportion of the Player Fee for the 2009 or any subsequent Season in which event the Player shall not be obliged to reimburse such sum; and

(b) any obligation on BCCI-IPL to pay any further sums under this Agreement to the Player shall cease to be of any further force or effect on such date.

2.3 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 the 2008 League (it being acknowledged that the obligation to pay any sums of the Player in future years shall rest with the Franchisee as contemplated by Clause 2.4). The Fee shall be payable to such bank account as the Player shall nominate as follows:

(a) as to US\$[ ] on 1 [ ] 2007;

(b) as to US\$[ ] on 1 April 2008;

(c) as to US\$[ ] on 1 May 2008; and

(d) as to US\$[ ] on 1 October 2008.

2.4 The Player agrees that automatically upon signature of the Player Contract all of BCCI-IPL's outstanding payment obligations under this Agreement shall cease to have any further force and effect and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract in place of such amount of the Fee which remains unpaid at the date of signature of the Player Contract.

2.5 If pursuant to the Player Bid Process the 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 the earlier to occur of date on which a Player Contract is entered into between the Player and the Franchisee and 31 October 2008 at which time it shall automatically terminate (the "Term").

4. Miscellaneous

ATTN: MR. LALIT MODI

(a) National Duty of Player

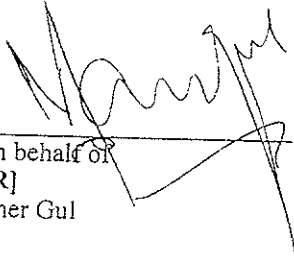
Notwithstanding anything contained herein, the national duties of the player shall take precedence over IPL/Champion Tournament commitments. For the purposes of this clause, the Home Board of the Player shall have the discretion to declare any task etc as the national duty.

The Schedules form part of this Agreement.

Signed by the parties on the date shown below.

For and on behalf of \_\_\_\_\_ 2007  
THE BOARD OF CONTROL FOR CRICKET IN INDIA  
Name:  
Title:

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



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. However, if the event of force majeure prevents the satisfaction of the conditions referred to in Clause 2.1 then the Player shall remain obliged to repay to BCCI-IPL the sums referred to in Clause 2.1 and BCCI-IPL shall be under no obligation to pay any further sums to the Player under this Agreement.
- 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**

All the rights granted to the Player in this Agreement are personal to him and he will have no right to assign or transfer this Agreement to any person. BCCI-IPL may transfer this Agreement to any other party at any time which is involved in the administration of the League.
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**

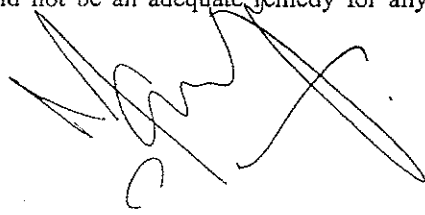
This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any negotiations or prior agreements on the subject matter hereof including the MOU. In entering into this Agreement each party confirms that it has not relied on any warranty or representation 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

A large, stylized handwritten signature in black ink is written over the bottom right portion of the page. Below the signature, the letter 'a' is written in a smaller, simpler hand.

- 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. 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.

A handwritten signature in black ink, appearing to be a stylized name, is written over the text of clause 6.6.

### 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 and which has selected the Player as part of the Player Bid Process;

"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;

"National Duty" means national duty of the Player as declared by the Home Board of the Player.

"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.

