

ANNEXURE IV

Details of Retainer Fee guaranteed by BCCI as per copies of agreements submitted by BCCI

Sr No	Name of the player	Country	Date of MOU	Retainer Fee Amount in US\$
1	Kyle Mills	New Zealand	19.02.2008	75000
2	Jeeten Patel	New Zealand	19.02.2008	40000
3	Rose Taylor	New Zealand	19.02.2008	40000
4	Peter Fulton	New Zealand	19.02.2008	35000
5	Chrish Martin	New Zealand	19.02.2008	60000
6	Jamie How	New Zealand	19.02.2008	35000
			Total	285000

IPL NON-CONTRACTED PLAYER RETAINER AGREEMENT

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 Kyle Mills of 2/63 Athens Road, One Tree Hill, Auckland, New Zealand (the "Player").

WHEREAS:

- (A) The parties wish to enter into an agreement whereby the services of the Player are retained with a view to utilising the Player's services in the League and Champions Tournament during the Term.
- (B) It is intended that if the Player's services are required in the League and Champions Tournament other than on a "casual" or "short term" basis, the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for certain provisions of this Agreement in the manner contemplated by this Agreement and in that event this Agreement shall automatically terminate.

IT IS AGREED as follows:

1. Player Obligations

- 1.1 In consideration for the payment of the Retainer and the other obligations of BCCI-IPL entered into herein, the Player agrees as follows:
- (a) he shall not during the Term (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 fully perform a Player Contract that he has signed. Should the Player only be retained on this Non-Contracted Player Retainer Agreement then he shall only be restricted from entering an agreement with a third party which would adversely affect his ability to enter into and fully perform a Player Contract from April 15th - May 15th in any given year of this agreement.
- (b) in the event that he is offered a Player Contract by a Franchisee pursuant to the Player Bid Process, then subject to that offer being for at least the sum of US\$450,000 plus service tax if applicable ("the Player Reserve Price"), he shall as soon as practicable upon being notified of the identity of the Franchisee enter into the Player Contract with the Franchisee (with the Player Fee being as decided during the Player Bid Process subject to meeting the Player Reserve Price);
- (c) he shall, subject to a release being granted by New Zealand Cricket, make himself available to play in the League and

Champions Tournament in the event that he is offered a Player Contract by a Franchisee;

- (d) 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;
- (e) he shall not during the Term participate in any cricket competition or tournament 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; and
- (f) he shall, subject to a release being granted by New Zealand Cricket, make himself available for any and all IPL related promotional activities. For the avoidance of doubt, this clause shall apply regardless of whether or not the Player is offered a Player Contract by a Franchisee and shall inure for the Term of this Agreement.
- (g) he shall, notwithstanding whether he is a New Zealand Cricket contracted player or not, obtain the prior written consent of New Zealand Cricket.

1.2 For the avoidance of doubt, in the event that the Player is not offered a Player Contract by a Franchisee, the Player shall continue to be bound by the terms of this Agreement.

2. BCCI-IPL Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations under Clause 1.
- 2.2 Subject to this Agreement BCCI-IPL hereby agrees to pay to the Player the sum of US\$75,000 per annum (the "Retainer") plus service tax if applicable for the term of the contract. The Retainer shall be payable in equal quarterly instalments in the months of April, July, October and January to such bank account as the Player shall nominate.
- 2.3 Subject to clauses 2.4 to 2.6 below, the Player agrees in the event he shall enter into a Player Contract with a Franchisee during the Term that automatically upon signature of the Player Contract all of the Player's and BCCI-IPL's 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.
- 2.4 Where the Player is offered a Player Contract by a Franchisee for a Season or Seasons less than the Term of this Agreement, then BCCI-IPL's obligations under this Agreement shall be suspended for that

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particular Season (or Seasons) and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract for that particular Season (or Seasons). Upon the expiry of that Player Contract, this Agreement shall recommence.

2.5 Where the Player is offered a "casual" or "short term" contract for less than one Season ("Short Term Contract") only by a Franchisee, and such contract does not cover an entire Season, then this Agreement shall remain in full force and effect notwithstanding the Short Term Contract and the Player shall be entitled to retain any payments made to the Player by the Franchisee pursuant to that Short Term Contract without the requirement to refund any Retainer paid to the Player by BCCI-IPL pursuant to this Agreement. For the avoidance of doubt, the fact that the Player has entered into a Short Term Contract in any Season or Seasons during the Term shall not in any way affect or reduce BCCI-IPL's obligation to pay the Retainer as set out in clause 2.2 above in full.

2.6 In the event that BCCI-IPL have paid a Retainer to the Player for a Season (or Seasons), and the Player is then offered a Player Contract for at least a Season, then the Player agrees to refund the Retainer paid for that Season or (Seasons) to BCCI-IPL within 14 days of demand being made for repayment of the same by BCCI-IPL.

3. Player Bid Process

3.1 In consideration for the Player entering into this Agreement and complying with the terms and conditions herein, BCCI-IPL shall ensure that the Player is offered for selection by a Franchisee as part of the Player Bid Process.

4. Term

This Agreement shall come into effect upon signature and shall continue until 31 May 2009 (the "Term").

5. 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

19/2 / 2008

For and on behalf of
Kylie Mills
Name: Kylie Mills
Title:

12/2

SCHEDULE 1
Form of Player Contract
(to be supplied)

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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

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. 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.

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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 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:

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- (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.

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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;
- "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, but for the avoidance of doubt shall not include a Short Term Contract;
- "Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;
- "Player Reserve Price" means the amount as specified in clause 1.1(b) of this Agreement;
- "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;
- "Short Term Contract" shall mean a "casual" or "short term" contract for less than one Season;
- "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;

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- (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 NON-CONTRACTED PLAYER RETAINER AGREEMENT

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 Jeetan Patel of 4 Rangitane Street, Maupuia, Wellington, New Zealand (the "Player").

WHEREAS:

- (A) The parties wish to enter into an agreement whereby the services of the Player are retained with a view to utilising the Player's services in the League and Champions Tournament during the Term.
- (B) It is intended that if the Player's services are required in the League and Champions Tournament other than on a "casual" or "short term" basis, the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for certain provisions of this Agreement in the manner contemplated by this Agreement and in that event this Agreement shall automatically terminate.

IT IS AGREED as follows:

1. Player Obligations

- 1.1 In consideration for the payment of the Retainer and the other obligations of BCCI-IPL entered into herein, the Player agrees as follows:

- (a) he shall not during the Term (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 fully perform a Player Contract that he has signed. Should the Player only be retained on this Non-Contracted Player Retainer Agreement then he shall only be restricted from entering an agreement with a third party which would adversely affect his ability to enter into and fully perform a Player Contract from April 15th - May 15th in any given year of this agreement.
- (b) in the event that he is offered a Player Contract by a Franchisee pursuant to the Player Bid Process, then subject to that offer being for at least the sum of US\$100,000 plus service tax if applicable ("the Player Reserve Price"), he shall as soon as practicable upon being notified of the identity of the Franchisee enter into the Player Contract with the Franchisee (with the Player Fee being as decided during the Player Bid Process subject to meeting the Player Reserve Price);
- (c) he shall, subject to a release being granted by New Zealand Cricket, make himself available to play in the League and

Champions Tournament in the event that he is offered a Player Contract by a Franchisee;

- (d) 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;
 - (e) he shall not during the Term participate in any cricket competition or tournament 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; and
 - (f) he shall, subject to a release being granted by New Zealand Cricket, make himself available for any and all IPL related promotional activities. For the avoidance of doubt, this clause shall apply regardless of whether or not the Player is offered a Player Contract by a Franchisee and shall inure for the Term of this Agreement.
 - (g) he shall, notwithstanding whether he is a New Zealand Cricket contracted player or not, obtain the prior written consent of New Zealand Cricket.
- 1.2 For the avoidance of doubt, in the event that the Player is not offered a Player Contract by a Franchisee, the Player shall continue to be bound by the terms of this Agreement.
2. BCCI-IPL Payment Obligations
- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations under Clause 1.
- 2.2 Subject to this Agreement BCCI-IPL hereby agrees to pay to the Player the sum of US\$40,000 per annum (the "Retainer") plus service tax if applicable for the term of the contract. The Retainer shall be payable in equal quarterly instalments in the months of April, July, October and January to such bank account as the Player shall nominate.
- 2.3 Subject to clauses 2.4 to 2.6 below, the Player agrees in the event he shall enter into a Player Contract with a Franchisee during the Term that automatically upon signature of the Player Contract all of the Player's and BCCI-IPL's 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.
- 2.4 Where the Player is offered a Player Contract by a Franchisee for a Season or Seasons less than the Term of this Agreement, then BCCI-IPL's obligations under this Agreement shall be suspended for that

particular Season (or Seasons) and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract for that particular Season (or Seasons). Upon the expiry of that Player Contract, this Agreement shall recommence.

2.5 Where the Player is offered a "casual" or "short term" contract for less than one Season ("Short Term Contract") only by a Franchisee, and such contract does not cover an entire Season, then this Agreement shall remain in full force and effect notwithstanding the Short Term Contract and the Player shall be entitled to retain any payments made to the Player by the Franchisee pursuant to that Short Term Contract without the requirement to refund any Retainer paid to the Player by BCCI-IPL pursuant to this Agreement. For the avoidance of doubt, the fact that the Player has entered into a Short Term Contract in any Season or Seasons during the Term shall not in any way affect or reduce BCCI-IPL's obligation to pay the Retainer as set out in clause 2.2 above in full.

2.6 In the event that BCCI-IPL have paid a Retainer to the Player for a Season (or Seasons), and the Player is then offered a Player Contract for at least a Season, then the Player agrees to refund the Retainer paid for that Season or (Seasons) to BCCI-IPL within 14 days of demand being made for repayment of the same by BCCI-IPL.

3. Player Bid Process

3.1 In consideration for the Player entering into this Agreement and complying with the terms and conditions herein, BCCI-IPL shall ensure that the Player is offered for selection by a Franchisee as part of the Player Bid Process.

4. Term

This Agreement shall come into effect upon signature and shall continue until 31 May 2010 (the "Term").

5. 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

19/2/_____
2008

For and on behalf of
Jeetan Patel
Name: Jeetan Patel
Title: Player

SCHEDULE 1
Form of Player Contract
(to be supplied)

IPL Retainer Contract 180287.doc

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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
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. 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.

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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 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:
- 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
 - 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
 - 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.

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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;

"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, but for the avoidance of doubt shall not include a Short Term Contract;

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

"Player Reserve Price" means the amount as specified in clause 1.1(b) of this Agreement;

"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;

"Short Term Contract" shall mean a "casual" or "short term" contract for less than one Season;

"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 NON-CONTRACTED PLAYER RETAINER AGREEMENT

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 Ross Taylor of 158 Victoria Avenue, Palmerston North, New Zealand (the "Player").

WHEREAS:

- (A) The parties wish to enter into an agreement whereby the services of the Player are retained with a view to utilising the Player's services in the League and Champions Tournament during the Term.
- (B) It is intended that if the Player's services are required in the League and Champions Tournament other than on a "casual" or "short term" basis, the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for certain provisions of this Agreement in the manner contemplated by this Agreement and in that event this Agreement shall automatically terminate.

IT IS AGREED as follows:

1. Player Obligations

- 1.1 In consideration for the payment of the Retainer and the other obligations of BCCI-IPL entered into herein, the Player agrees as follows:
- (a) he shall not during the Term (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 fully perform a Player Contract that he has signed. Should the Player only be retained on this Non-Contracted Player Retainer Agreement then he shall only be restricted from entering an agreement with a third party which would adversely affect his ability to enter into and fully perform a Player Contract from April 15th - May 15th in any given year of this agreement.
- (b) in the event that he is offered a Player Contract by a Franchisee pursuant to the Player Bid Process, then subject to that offer being for at least the sum of US\$100,000 plus service tax if applicable ("the Player Reserve Price"); he shall as soon as practicable upon being notified of the identity of the Franchisee enter into the Player Contract with the Franchisee (with the Player Fee being as decided during the Player Bid Process subject to meeting the Player Reserve Price);
- (c) he shall, subject to a release being granted by New Zealand Cricket, make himself available to play in the League and

Champions Tournament in the event that he is offered a Player Contract by a Franchisee;

- (d) 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;
 - (e) he shall not during the Term participate in any cricket competition or tournament 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; and
 - (f) he shall, subject to a release being granted by New Zealand Cricket, make himself available for any and all IPL related promotional activities. For the avoidance of doubt, this clause shall apply regardless of whether or not the Player is offered a Player Contract by a Franchisee and shall inure for the Term of this Agreement.
 - (g) he shall, notwithstanding whether he is a New Zealand Cricket contracted player or not, obtain the prior written consent of New Zealand Cricket.
- 1.2 For the avoidance of doubt, in the event that the Player is not offered a Player Contract by a Franchisee, the Player shall continue to be bound by the terms of this Agreement.
2. BCCI-IPL Payment Obligations
- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations under Clause 1.
- 2.2 Subject to this Agreement BCCI-IPL hereby agrees to pay to the Player the sum of US\$40,000 per annum (the "Retainer") plus service tax if applicable for the term of the contract. The Retainer shall be payable in equal quarterly instalments in the months of April, July, October and January to such bank account as the Player shall nominate.
- 2.3 Subject to clauses 2.4 to 2.6 below, the Player agrees in the event he shall enter into a Player Contract with a Franchisee during the Term that automatically upon signature of the Player Contract all of the Player's and BCCI-IPL's 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.
- 2.4 Where the Player is offered a Player Contract by a Franchisee for a Season or Seasons less than the Term of this Agreement, then BCCI-IPL's obligations under this Agreement shall be suspended for that

particular Season (or Seasons) and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract for that particular Season (or Seasons). Upon the expiry of that Player Contract, this Agreement shall recommence.

2.5 Where the Player is offered a "casual" or "short term" contract for less than one Season ("Short Term Contract") only by a Franchisee, and such contract does not cover an entire Season, then this Agreement shall remain in full force and effect notwithstanding the Short Term Contract and the Player shall be entitled to retain any payments made to the Player by the Franchisee pursuant to that Short Term Contract without the requirement to refund any Retainer paid to the Player by BCCI-IPL pursuant to this Agreement. For the avoidance of doubt, the fact that the Player has entered into a Short Term Contract in any Season or Seasons during the Term shall not in any way affect or reduce BCCI-IPL's obligation to pay the Retainer as set out in clause 2.2 above in full.

2.6 In the event that BCCI-IPL have paid a Retainer to the Player for a Season (or Seasons), and the Player is then offered a Player Contract for at least a Season, then the Player agrees to refund the Retainer paid for that Season or (Seasons) to BCCI-IPL within 14 days of demand being made for repayment of the same by BCCI-IPL.

3. Player Bid Process

3.1 In consideration for the Player entering into this Agreement and complying with the terms and conditions herein, BCCI-IPL shall ensure that the Player is offered for selection by a Franchisee as part of the Player Bid Process.

4. Term

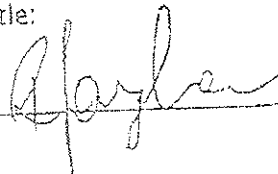
This Agreement shall come into effect upon signature and shall continue until 31 May 2009 (the "Term").

5. 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

19-02-08 2008

21

For and on behalf of
Ross Taylor
Name: Ross Taylor
Title: Player

RT

SCHEDULE 1
Form of Player Contract
(to be supplied)

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

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~~ supersedes any negotiations or prior agreements on the subject matter hereof. 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 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 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.

BT

5. 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;
- "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, but for the avoidance of doubt shall not include a Short Term Contract;
- "Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;
- "Player Reserve Price" means the amount as specified in clause 1.1(b) of this Agreement;
- "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;
- "Short Term Contract" shall mean a "casual" or "short term" contract for less than one Season;
- "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 NON-CONTRACTED PLAYER RETAINER AGREEMENT

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 Peter Fulton of 45 Harrison Street, St Albans, Christchurch, New Zealand (the "Player").

WHEREAS:

- (A) The parties wish to enter into an agreement whereby the services of the Player are retained with a view to utilising the Player's services in the League and Champions Tournament during the Term.
- (B) It is intended that if the Player's services are required in the League and Champions Tournament other than on a "casual" or "short term" basis, the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for certain provisions of this Agreement in the manner contemplated by this Agreement and in that event this Agreement shall automatically terminate.

IT IS AGREED as follows:

1. Player Obligations

- 1.1 In consideration for the payment of the Retainer and the other obligations of BCCI-IPL entered into herein, the Player agrees as follows:
- (a) he shall not during the Term (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 fully perform a Player Contract that he has signed. Should the Player only be retained on this Non-Contracted Player Retainer Agreement then he shall only be restricted from entering an agreement with a third party which would adversely affect his ability to enter into and fully perform a Player Contract from April 15th - May 15th in any given year of this agreement.
- (b) in the event that he is offered a Player Contract by a Franchisee pursuant to the Player Bid Process, then subject to that offer being for at least the sum of US\$100,000 plus service tax if applicable ("the Player Reserve Price"), he shall as soon as practicable upon being notified of the Identity of the Franchisee enter into the Player Contract with the Franchisee (with the Player Fee being as decided during the Player Bid Process subject to meeting the Player Reserve Price);
- (c) he shall, subject to a release being granted by New Zealand Cricket, make himself available to play in the League and

Champions Tournament in the event that he is offered a Player Contract by a Franchisee;

- (d) 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;
- (e) he shall not during the Term participate in any cricket competition or tournament 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; and
- (f) he shall, subject to a release being granted by New Zealand Cricket, make himself available for any and all IPL related promotional activities. For the avoidance of doubt, this clause shall apply regardless of whether or not the Player is offered a Player Contract by a Franchisee and shall inure for the Term of this Agreement.
- (g) he shall, notwithstanding whether he is a New Zealand Cricket contracted player or not, obtain the prior written consent of New Zealand Cricket.

1.2 For the avoidance of doubt, in the event that the Player is not offered a Player Contract by a Franchisee, the Player shall continue to be bound by the terms of this Agreement.

2. BCCI-IPL Payment Obligations

- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations under Clause 1.
- 2.2 Subject to this Agreement BCCI-IPL hereby agrees to pay to the Player the sum of US\$35,000 per annum (the "Retainer") plus service tax if applicable for the term of the contract. The Retainer shall be payable in equal quarterly instalments in the months of April, July, October and January to such bank account as the Player shall nominate.
- 2.3 Subject to clauses 2.4 to 2.6 below, the Player agrees in the event he shall enter into a Player Contract with a Franchisee during the Term that automatically upon signature of the Player Contract all of the Player's and BCCI-IPL's 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.
- 2.4 Where the Player is offered a Player Contract by a Franchisee for a Season or Seasons less than the Term of this Agreement, then BCCI-IPL's obligations under this Agreement shall be suspended for that

particular Season (or Seasons) and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract for that particular Season (or Seasons). Upon the expiry of that Player Contract, this Agreement shall recommence.

2.5 Where the Player is offered a "casual" or "short term" contract for less than one Season ("Short Term Contract") only by a Franchisee, and such contract does not cover an entire Season, then this Agreement shall remain in full force and effect notwithstanding the Short Term Contract and the Player shall be entitled to retain any payments made to the Player by the Franchisee pursuant to that Short Term Contract without the requirement to refund any Retainer paid to the Player by BCCI-IPL pursuant to this Agreement. For the avoidance of doubt, the fact that the Player has entered into a Short Term Contract in any Season or Seasons during the Term shall not in any way affect or reduce BCCI-IPL's obligation to pay the Retainer as set out in clause 2.2 above in full.

2.6 In the event that BCCI-IPL have paid a Retainer to the Player for a Season (or Seasons), and the Player is then offered a Player Contract for at least a Season, then the Player agrees to refund the Retainer paid for that Season or (Seasons) to BCCI-IPL within 14 days of demand being made for repayment of the same by BCCI-IPL.

3. Player Bid Process

3.1 In consideration for the Player entering into this Agreement and complying with the terms and conditions herein, BCCI-IPL shall ensure that the Player is offered for selection by a Franchisee as part of the Player Bid Process.

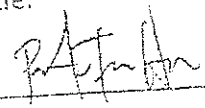
4. Term

This Agreement shall come into effect upon signature and shall continue until 31 May 2010 (the "Term").

5. 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 _____ 19/2 2008
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PI

For and on behalf of
Peter Fulton
Name: Peter Fulton
Title: Player

FF

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 1
Form of Player Contract
(to be supplied)

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
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. 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 Champlons Tournament.
- 5.8 The sums payable by BCCI-IPL under this Agreement shall be paid (together with any applicable service tax) in US dollars 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.

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;
- "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, but for the avoidance of doubt shall not include a Short Term Contract;
- "Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;
- "Player Reserve Price" means the amount as specified in clause 1.1(b) of this Agreement;
- "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;
- "Short Term Contract" shall mean a "casual" or "short term" contract for less than one Season;
- "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 NON-CONTRACTED PLAYER RETAINER AGREEMENT

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 Christopher Martin of 55 Godden Crescent, Mission Bay, Auckland, New Zealand (the "Player").

WHEREAS:

- (A) The parties wish to enter into an agreement whereby the services of the Player are retained with a view to utilising the Player's services in the League and Champions Tournament during the Term.
- (B) It is intended that if the Player's services are required in the League and Champions Tournament other than on a "casual" or "short term" basis, the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for certain provisions of this Agreement in the manner contemplated by this Agreement and in that event this Agreement shall automatically terminate.

IT IS AGREED as follows:

1. Player Obligations

- 1.1 In consideration for the payment of the Retainer and the other obligations of BCCI-IPL entered into herein, the Player agrees as follows:
- (a) he shall not during the Term (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 fully perform a Player Contract that he has signed. Should the Player only be retained on this Non-Contracted Player Retainer Agreement then he shall only be restricted from entering an agreement with a third party which would adversely affect his ability to enter into and fully perform a Player Contract from April 15th - May 15th in any given year of this agreement.
- (b) in the event that he is offered a Player Contract by a Franchisee pursuant to the Player Bid Process, then subject to that offer being for at least the sum of US\$100,000 plus service tax if applicable ("the Player Reserve Price"), he shall as soon as practicable upon being notified of the identity of the Franchisee enter into the Player Contract with the Franchisee (with the Player Fee being as decided during the Player Bid Process subject to meeting the Player Reserve Price);
- (c) he shall, subject to a release being granted by New Zealand Cricket, make himself available to play in the League and

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Champions Tournament in the event that he is offered a Player Contract by a Franchisee;

- (d) 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;
 - (e) he shall not during the Term participate in any cricket competition or tournament 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; and
 - (f) he shall, subject to a release being granted by New Zealand Cricket, make himself available for any and all IPL related promotional activities. For the avoidance of doubt, this clause shall apply regardless of whether or not the Player is offered a Player Contract by a Franchisee and shall inure for the Term of this Agreement.
 - (g) he shall, notwithstanding whether he is a New Zealand Cricket contracted player or not, obtain the prior written consent of New Zealand Cricket.
- 1.2 For the avoidance of doubt, in the event that the Player is not offered a Player Contract by a Franchisee, the Player shall continue to be bound by the terms of this Agreement.
2. BCCI-IPL Payment Obligations
- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations under Clause 1.
- 2.2 Subject to this Agreement BCCI-IPL hereby agrees to pay to the Player the sum of US\$60,000 per annum (the "Retainer") plus service tax if applicable for the term of the contract. The Retainer shall be payable in equal quarterly instalments in the months of April, July, October and January to such bank account as the Player shall nominate.
- 2.3 Subject to clauses 2.4 to 2.6 below, the Player agrees in the event he shall enter into a Player Contract with a Franchisee during the Term that automatically upon signature of the Player Contract all of the Player's and BCCI-IPL's 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.
- 2.4 Where the Player is offered a Player Contract by a Franchisee for a Season or Seasons less than the Term of this Agreement, then BCCI-IPL's obligations under this Agreement shall be suspended for that

particular Season (or Seasons) and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract for that particular Season (or Seasons). Upon the expiry of that Player Contract, this Agreement shall recommence.

2.5 Where the Player is offered a "casual" or "short term" contract for less than one Season ("Short Term Contract") only by a Franchisee, and such contract does not cover an entire Season, then this Agreement shall remain in full force and effect notwithstanding the Short Term Contract and the Player shall be entitled to retain any payments made to the Player by the Franchisee pursuant to that Short Term Contract without the requirement to refund any Retainer paid to the Player by BCCI-IPL pursuant to this Agreement. For the avoidance of doubt, the fact that the Player has entered into a Short Term Contract in any Season or Seasons during the Term shall not in any way affect or reduce BCCI-IPL's obligation to pay the Retainer as set out in clause 2.2 above in full.

2.6 In the event that BCCI-IPL have paid a Retainer to the Player for a Season (or Seasons), and the Player is then offered a Player Contract for at least a Season, then the Player agrees to refund the Retainer paid for that Season or (Seasons) to BCCI-IPL within 14 days of demand being made for repayment of the same by BCCI-IPL.

3. Player Bid Process

3.1 In consideration for the Player entering into this Agreement and complying with the terms and conditions herein, BCCI-IPL shall ensure that the Player is offered for selection by a Franchisee as part of the Player Bid Process.

4. Term

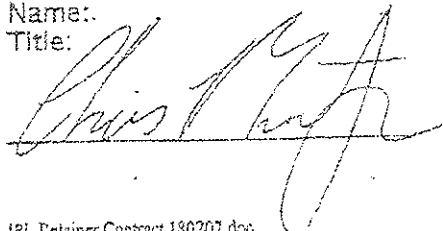
This Agreement shall come into effect upon signature and shall continue until 31 May 2009 (the "Term").

5. 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

19/2/2008

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For and on behalf of
Christopher Martin
Name: Christopher Martin
Title: Player

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SCHEDULE 1
Form of Player Contract
(to be supplied)

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

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. 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 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:

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.

- (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.

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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 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, but for the avoidance of doubt shall not include a Short Term Contract;

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

"Player Reserve Price" means the amount as specified in clause 1.1(b) of this Agreement;

"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;

"Short Term Contract" shall mean a "casual" or "short term" contract for less than one Season;

"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 NON-CONTRACTED PLAYER RETAINER AGREEMENT

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 Jamie How of 24 Havill Street Palmerston North, New Zealand (the "Player").

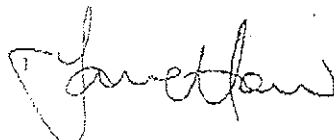
WHEREAS:

- (A) The parties wish to enter into an agreement whereby the services of the Player are retained with a view to utilising the Player's services in the League and Champions Tournament during the Term.
- (B) It is intended that if the Player's services are required in the League and Champions Tournament other than on a "casual" or "short term" basis, the Player shall enter into an agreement (being the Player Contract) with a Franchisee by way of replacement for certain provisions of this Agreement in the manner contemplated by this Agreement and in that event this Agreement shall automatically terminate.

IT IS AGREED as follows:

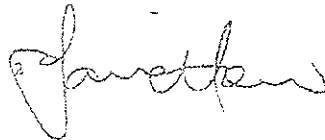
1. Player Obligations

- 1.1 In consideration for the payment of the Retainer and the other obligations of BCCI-IPL entered into herein, the Player agrees as follows:
- (a) he shall not during the Term (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 fully perform a Player Contract that he has signed. Should the Player only be retained on this Non-Contracted Player Retainer Agreement then he shall only be restricted from entering an agreement with a third party which would adversely affect his ability to enter into and fully perform a Player Contract from April 15th - May 15th in any given year of this agreement.
- (b) in the event that he is offered a Player Contract by a Franchisee pursuant to the Player Bid Process, then subject to that offer being for at least the sum of US\$100,000 plus service tax if applicable ("the Player Reserve Price"), he shall as soon as practicable upon being notified of the identity of the Franchisee enter into the Player Contract with the Franchisee (with the Player Fee being as decided during the Player Bid Process subject to meeting the Player Reserve Price);
- (c) he shall, subject to a release being granted by New Zealand Cricket, make himself available to play in the League and



Champions Tournament in the event that he is offered a Player Contract by a Franchisee;

- (d) 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;
 - (e) he shall not during the Term participate in any cricket competition or tournament 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; and
 - (f) he shall, subject to a release being granted by New Zealand Cricket, make himself available for any and all IPL related promotional activities. For the avoidance of doubt, this clause shall apply regardless of whether or not the Player is offered a Player Contract by a Franchisee and shall inure for the Term of this Agreement.
 - (g) he shall, notwithstanding whether he is a New Zealand Cricket contracted player or not, obtain the prior written consent of New Zealand Cricket.
- 1.2 For the avoidance of doubt, in the event that the Player is not offered a Player Contract by a Franchisee, the Player shall continue to be bound by the terms of this Agreement.
2. BCCI-IPL Payment Obligations
- 2.1 BCCI-IPL's obligations in this Clause 2 are conditional upon the Player complying with his obligations under Clause 1.
- 2.2 Subject to this Agreement BCCI-IPL hereby agrees to pay to the Player the sum of US\$35,000 per annum (the "Retainer") plus service tax if applicable for the term of the contract. The Retainer shall be payable in equal quarterly instalments in the months of April, July, October and January to such bank account as the Player shall nominate.
- 2.3 Subject to clauses 2.4 to 2.6 below, the Player agrees in the event he shall enter into a Player Contract with a Franchisee during the Term that automatically upon signature of the Player Contract all of the Player's and BCCI-IPL's 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.
- 2.4 Where the Player is offered a Player Contract by a Franchisee for a Season or Seasons less than the Term of this Agreement, then BCCI-IPL's obligations under this Agreement shall be suspended for that



particular Season (or Seasons) and the Player shall look exclusively to the Franchisee for payment of the Player Fee pursuant to the terms of the Player Contract for that particular Season (or Seasons). Upon the expiry of that Player Contract, this Agreement shall recommence.

2.5 Where the Player is offered a "casual" or "short term" contract for less than one Season ("Short Term Contract") only by a Franchisee, and such contract does not cover an entire Season, then this Agreement shall remain in full force and effect notwithstanding the Short Term Contract and the Player shall be entitled to retain any payments made to the Player by the Franchisee pursuant to that Short Term Contract without the requirement to refund any Retainer paid to the Player by BCCI-IPL pursuant to this Agreement. For the avoidance of doubt, the fact that the Player has entered into a Short Term Contract in any Season or Seasons during the Term shall not in any way affect or reduce BCCI-IPL's obligation to pay the Retainer as set out in clause 2.2 above in full.

2.6 In the event that BCCI-IPL have paid a Retainer to the Player for a Season (or Seasons), and the Player is then offered a Player Contract for at least a Season, then the Player agrees to refund the Retainer paid for that Season or (Seasons) to BCCI-IPL within 14 days of demand being made for repayment of the same by BCCI-IPL.

3. Player Bid Process

3.1 In consideration for the Player entering into this Agreement and complying with the terms and conditions herein, BCCI-IPL shall ensure that the Player is offered for selection by a Franchisee as part of the Player Bid Process.

4. Term

This Agreement shall come into effect upon signature and shall continue until 31 May 2010 (the "Term").

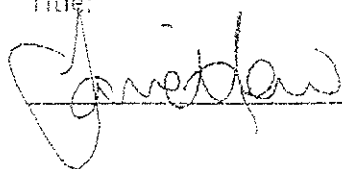
5. Miscellaneous

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



19/2/2008

For and on behalf of
Jamie How
Name: Jamie How
Title: Player

SCHEDULE 1

Form of Player Contract
(to be supplied)

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

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. 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 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;
- "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, but for the avoidance of doubt shall not include a Short Term Contract;
- "Player Fee" shall have the meaning set out in schedule 1 of the Player Contract;
- "Player Reserve Price" means the amount as specified in clause 1.1(b) of this Agreement;
- "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;
- "Short Term Contract" shall mean a "casual" or "short term" contract for less than one Season;
- "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.