THIS AGREEMENT is made on ________________

BETWEEN:

(1) **THE BOARD OF CONTROL FOR CRICKET IN INDIA** a registered society having its Headquarters at BCCI, Cricket Centre, 4th Floor, Wankhede Stadium, ‘D’ Road, Churchgate, MUMBAI, 400 020, India (the “BCCI”); and

(2) **[COMPANY NAME and address]** (the “Company”)

WHEREAS:

(A) The Indian Premier League (the “IPL” or “League”) is a twenty20 cricket league organised by the BCCI.

(B) In response to the Request for Proposal (as defined below) the Company (or persons acting on its behalf) submitted a Proposal and subsequently acquired the right and obligation, subject to signature of this Agreement, to stage the Event (as defined below).

(C) The Company desires to be granted the right and to assume the obligation to stage the Event and the BCCI is willing to appoint the Company to do so on the following terms and conditions.

IT IS HEREBY AGREED as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 The following terms shall have the following meanings:

<table>
<thead>
<tr>
<th>Agreement</th>
<th>means this Agreement;</th>
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</thead>
<tbody>
<tr>
<td>Applicable Laws</td>
<td>means any and all laws, by-laws, rules, regulations, orders, ordinances, protocols,</td>
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<td></td>
<td>codes, guidelines, notices, directions, judgements or other requirements of any</td>
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<td></td>
<td>Governmental Authority including, without limitation, insofar as the same relate</td>
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<td>to taxes of any kind (such as by way of example service tax, professional tax and</td>
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<td>withholding tax), Provident Fund, Employees’ State Insurance and The Foreign Exchange</td>
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<td></td>
<td>Management Act;</td>
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<tr>
<td>Term</td>
<td>Definition</td>
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<td>-------------------------------------------</td>
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<tr>
<td>Artists</td>
<td>means all of the artists who are to perform at the Event including those listed in the Event Plan in Appendix 1;</td>
</tr>
<tr>
<td>Budget</td>
<td>means the budget for the Event included as part of the Proposal and as agreed with the BCCI, a copy of which is set out at Appendix 1, as the same may be amended following signature of this Agreement once this has been approved in writing by BCCI;</td>
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<tr>
<td>business day</td>
<td>means any day (excluding Saturdays and Sundays) on which banks are generally open for business in Mumbai;</td>
</tr>
<tr>
<td>Bank Guarantee</td>
<td>means the guarantee in the form set out in Schedule 4;</td>
</tr>
<tr>
<td>BCCI Logo</td>
<td>the logo set out in Part 2 of Schedule 2;</td>
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<tr>
<td>Commercial Rights</td>
<td>means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, new media rights, sponsorship rights, merchandising and licensing rights and promotional rights;</td>
</tr>
<tr>
<td>“Conflict of Interest Rules”</td>
<td>shall mean the BCCI Rules on Conflict of Interest, as amended/revised/updated/substituted from time to time. The current Rules on Conflict of Interest are set out in Schedule 6.</td>
</tr>
<tr>
<td>Control</td>
<td>means in relation to a person the right to appoint the majority of the directors or to control the management or policy decisions exercisable by another person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements or in any other manner and “Controls” and “Controlled” and “Controller” shall be construed accordingly and a “Change of Control” shall occur if (i) a person who Controls another person ceases to do so; or (ii) a different person acquires Control of such other person; or (iii) any person acquires Control of another person in circumstances where no person previously Controlled such other person;</td>
</tr>
<tr>
<td>Event or Opening Show</td>
<td>means the Opening Show to be organised and staged by the Company at Wankhede Stadium on 7th April 2018;</td>
</tr>
<tr>
<td>Event Date</td>
<td>means the date for the Event i.e. 7th April 2018 (as the same may be amended by BCCI at its discretion);</td>
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<tr>
<td>Event Plan</td>
<td>means a document setting out full details of the proposed Event, which is attached at Appendix 1;</td>
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<td>Fee</td>
<td>means the consideration set out in Clause 4;</td>
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<tr>
<td>Final</td>
<td>means the last match of the IPL 2018</td>
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<tr>
<td>Franchise</td>
<td>means the entity whose home match will take place at the end of the Event (being the “Match”);</td>
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<tr>
<td>Governmental Authority</td>
<td>means any nation or government or any province, state or any other political subdivision thereof; any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government,</td>
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including any government authority, agency, department, board, commission or instrumentality of India or any political subdivision thereof or of any other applicable jurisdiction; any court, tribunal or arbitrator and any securities exchange or body or authority regulating such securities exchange;

| **Group** | means a group of companies comprising of all companies which are under the same management according to the conditions set out in Section 370 (1B) of the Companies Act 1956 (India) and include all companies that are Affiliates of such companies and “**Group Company**” shall be construed accordingly; |
| **Intellectual Property** | means all copyright and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including copyright, trade marks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world; |
| **IPL Identification** | means the name “IPL”, “VIVO IPL” and “The Indian Premier League” (whether the same are used in conjunction with any related Official Sponsor or otherwise) and the Trade Marks; |
| **IPL Logo** | means the logo at Schedule 2, as the same may be amended by BCCI from time to time; |
| **Official Sponsor** | means all and/or any of the official sponsors and partners of IPL appointed by the BCCI from time to time which at the date of this Agreement comprise Vivo, Star Sports and Hotstar but which shall be subject to change and addition by BCCI; |
| **Owner** | shall mean any natural person who is the ultimate Controller of the Company; |
| **Person** | means any natural person, company, firm, partnership, unincorporated association and any other entity of any kind whatsoever who or which is capable to contract under the Indian Contract Act, 1872; |
| **Proposal** | means the proposal submitted by the Company in response to the Request for Proposal; |
| **Request for Proposal** | means the document entitled “Request for Proposal For The Right And Obligation To Stage IPL Opening Show ” which was published by the BCCI; |
| **Rider** | means the list of requirements of a particular act; |
| **Team** | shall mean any team participating in the League; |
| **Term** | means the term of this Agreement set out in Clause 2; |
| **Trade Marks** | mean the logo and trade marks relating to the League which are owned or controlled by BCCI including the IPL Logo; |
| **Venue** | means Wankhede Stadium, Mumbai |
1.2 The Schedules of and Appendices to this Agreement shall be deemed to form part of and be incorporated within it.

2. **TERM**

This Agreement shall have effect from the date shown at the head of this Agreement and shall subsist until thirty days after the IPL Final, subject to early termination in accordance with this Agreement (the “**Term**”).

3. **APPOINTMENT**

3.1 The BCCI grants to the Company the right to use the IPL Identification in connection with the Event in accordance with the terms and conditions of this Agreement and the Company agrees to provide the Services and to stage the Opening and the Closing Show in accordance with this Agreement.

3.2 The Company hereby warrants that it has the requisite expertise and manpower required to stage the Event in accordance with the terms and conditions of this Agreement and as contemplated by the Request for Proposal together with its Proposal and hereby undertakes and agrees with the BCCI that it shall:

   (a) in providing the Services, act with all such diligence, professionalism and care as would be expected of a prestigious organisation providing services similar to the Services at a world class event;

   (b) meet and co-operate with the BCCI insofar as the BCCI deems necessary in connection with the provision of the Services and act at all times in the best interests of the BCCI and the IPL;

   (c) comply with the instructions of the BCCI in connection with the provision of the Services;

   (d) comply with all of the obligations set out or referred to in Schedule 1 fully and in a timely fashion (time being of the essence with regard to the provision of the Services);

   (e) keep the BCCI informed in writing promptly upon request about any information required by the BCCI in relation to the provision of the Services and immediately inform the BCCI in writing of any problem errors, omissions and shortcomings of whatsoever nature or dispute of any kind in relation to the Services or their provision;

   (f) make available personnel in such numbers and of such qualifications, experience and competence as are necessary to carry out the Services and keep updated BCCI on the list and resumes of the Company’s key personnel and creative staff engaged in carrying out the Services;

   (g) exercise requisite control and supervision over its personnel in the course of rendering the Services and shall be solely responsible and liable for its personnel and their conduct; and
(h) ensure that it does not have any conflict of interest in terms of the BCCI Conflict of Interest Rules and, in any event, forthwith notify BCCI if it has any such conflict of interest.

3.3 The Company acknowledges and agrees that none of the persons used by it in relation to the staging the Event are or shall become (whether in relation to their involvement in the staging of the Event or otherwise) employees of BCCI and if for any reason any such person claims to be or it is decided by any competent authority that such person is an employee of BCCI then the Company shall indemnify BCCI and keep BCCI indemnified from and against all costs, claims, liabilities, expenses and obligations of any kind (including reasonable professional fees) arising out of or in relation to any such claim or decision.

4. CONSIDERATION

4.1 In consideration for and conditionally upon the due and proper performance by the Company of all of its obligations under this Agreement and receipt of an invoice 7 days prior to the date on which such payment becomes due, the BCCI shall pay to the Company the Budget including the sum stated to be the Fee in Appendix 1 (the “Fee”) which shall be payable as to:

(a) 35% on signature of this Agreement subject to submission of the Bank Guarantee;

(b) 35% within 7 days of completion of the Opening Show; and

(c) 30% 15 days following the reconciliation of all accounts of the Company in relation to the Budget, performance of all post Event obligations and the final settlement of all costs.

4.2 All payments under this Agreement shall be paid in Rupees together with such Goods and Service tax (GST) or equivalent as may be payable thereon but after any deduction, withholding, Tax deductible at Source (TDS) or set-off as required by law. BCCI shall provide its GST registration number to the Company and all invoices provided by the Company to BCCI under this Agreement must bear the said GST registration number.

5. BANK GUARANTEE

5.1 As contemplated by the Request for Proposal and for the purpose of securing the Company’s obligations under this Agreement the Company shall, within five business days of signature of this Agreement by BCCI, deliver to the BCCI an original of a Bank Guarantee in respect of the sum payable to the Company under Clause 4.1 (a) in the exact format set out in Schedule 4, duly executed by any reputable bank (independent of the Company) other than other than any co-operative bank or foreign bank having a branch in Mumbai and which is approved by BCCI in its sole discretion.

5.2 Time shall be of the essence in respect of the Company’s obligations to deliver the Bank Guarantee under clause 5.1. Any failure by the Company to comply with its obligations under Clause 5.1 shall be a material breach of this Agreement for the purposes of paragraph 3(a) (ii) of Schedule 3 and any termination of this Agreement as a consequence of such material breach shall be without prejudice to any claim in damages against the
Company. The BCCI shall return the Bank Guarantee to the Company within 5 business days of the Opening Show provided that the Opening Show has been staged in accordance with this Agreement and to BCCI’s satisfaction.

6. PARENT COMPANY GUARANTEE

If BCCI reasonably believes that a parent company (or companies) is (or are) required to guarantee the obligations of the Company under this Agreement then as soon as practicable and in any Event within five days following a request from the BCCI the Company shall ensure that a company (or companies) of financial standing which is (or are) acceptable to BCCI duly and properly executes a deed of guarantee in the form set out at Schedule 5 and delivers such deed to the BCCI together with proof of the authorisation of those persons who executed it and, if the parent company is incorporated outside India, an address in India where the addressee is authorised to accept service of documents and notices on behalf of such parent company together with evidence satisfactory to BCCI of such authorisation which shall be unconditional and irrevocable. If the Company fails to comply with any such request then this shall constitute a material breach of this Agreement for the purposes of paragraph 3 (a) (ii) of Schedule 3 and any termination of this Agreement as a consequence of such material breach shall be without prejudice to any claim in damages against the Company and without BCCI incurring any liability or obligation of any kind to the Company.

7. MISCELLANEOUS

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

AS WITNESS the hands of the duly authorised representatives of the parties.

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

__________________________ Date: __________________________
For and on behalf of
[COMPANY]
SCHEDULE 1 (of the Staging Agreement)

OBLIGATIONS AND RIGHTS IN RELATION TO THE EVENT

Part A

Brief

Opening: To mark the start of the IPL 2018 season BCCI is seeking presentations/concepts for an Opening Show prior the start of the first match of the season on Saturday 7th April 2018 and the filming of the Spirit of Cricket, which will take place on Friday 6th April 2018.

The show should be a 45-minute performance by one or more artists of world-class reputed Indian and/or international artists. Arrangements to incorporate state of the art lighting, visuals and sound to entertain both the in stadia crowd and those watching on television.

Sprit of Cricket: The Spirit of Cricket is the signing of a pledge by the 8 captains prior to the start of the season. It will take place the day before the first match on a set designed by the Company. It will be filmed by BCCI and packaged to be played out as part of the Opening.

FORMAT
Ideas for the format of the show should ensure that it is focused towards the crowd in the Venue but will look effective on television. Companies should also factor in 5 minutes at the top of the show for welcome speeches. At the completion of the speeches, it should move seamlessly into the show using a top class MC.

VENUE AND TIME
The Opening will last for no more than 45 minutes starting at 6.30 pm and will take place on Saturday 7th April at Wankhede Stadium prior to the first match. The Company shall ensure that the field of play at the Venue is entirely free of any Event related acts, staff or infrastructure by 7:30pm.

At 7.15pm the lights will restrike and the teams will enter the field of play and utilise the 30-yard circle at one end (to be determined) for their pre match warm up

The Sprit of Cricket will take place on Friday 6th April at the Roof Top, Trident Hotel, Nariman Point, Mumbai. The Company shall provide a stage set and present a concept for the 8 captains to sign the pledge. This will need to filmed so sizes and set up will need to be discussed with BCCI production team.

SET UP/PLANNING– SHOW
The performance to take place on the ground prior to the first game. The space outside the 30-yard circle (i.e. between the 30-yard circle and the boundary) will be made available for the performance. For the purpose of any projections, a light cloth may be placed between the 30-yard circle and the edge of the square. **Nothing** may take place on or around the batting square.
The Company shall also ensure that, if it utilises all of the ground for the Event, adequate provision is made to clear either the north or south end as a priority at the conclusion of the Event to allow the teams to come on to the ground to practice.

The Company acknowledges that there is a lack of storage space at the Venue for any props, equipment, generators etc and limited access points onto the ground. As such, the Company shall ensure that the Event provides a high impact performance with artist/sound/lights/pyros/fireworks without relying on stages or masses.

If a stage is part of the Event it should be noted that it may not be placed directly on the grass - a mat covering the grass must be placed under the stage. Stages or props may only be placed on the ground after 5pm to avoid the grass being burnt.

All props place on the field must be removed from the field no later than 15 minutes after the end of the Event. Any props around the field, between the boundary and the LED boards, i.e. lights or any item which may impede a spectators view will need to be removed.

Whilst there will be an entertainment and sound system put in place by the Franchise the Company shall ensure it provides high quality sound to complement its Event. The placement of speakers should not block spectator views or result in any seat kills. Any sound system and associated wiring may be kept in place until after the match has finished.

The Company may place lights on tiers and around the upper portion of the Venue as long as this complies with state and Venue safety requirements and does not block any spectator views or damage the Venue branding. The Company acknowledges that the Mumbai Police will not allow the floodlights to be completely turned off – therefore all planning should factor in the 4 floodlights being at least half lit.

If additional areas are required, the Company will be responsible for securing and paying for the same e.g. for generators, vanity vans and other equipment storage.

**SET UP/PLANNING – SPRIT OF CRICKET**
The Spirit of Cricket will take place at the Roof Top Trident Hotel, Nariman Point, Mumbai at approximately 3pm on Friday 6th April 2018. The shoot will take approximately half an hour and the Company will have access to the room from the morning do the set up.

Concepts should ensure that the set incorporates all team logos and has an original pledge theme on either a physical or digital platform.

**RECCES**
If the Company wishes to undertake a Venue or hotel recce it should contact Prabhakaran Thanraj (prahakaran.thanraj@bcci.tv) or Catherine Simpson (catherine.simpson@img.com). The Company acknowledges that the Mumbai T20 League will take place from 11th—21st March and
therefore access to the Venue may be restricted.

**BUDGET**
The Company shall be responsible for:

(i) the sourcing and supply of all acts (and obtaining all worldwide performance rights)

(ii) the provision of all items required by all such acts in India (by way of such acts’ technical rider or otherwise),

All such items to form part of the Event budget. The Company should include an estimate of such items in the budget forming part of their Proposal. The Company is expected to restrict their budget to a maximum of 18 Crores INR.

**GREEN ROOMS**
The successful Interested Party shall be obliged to provide a suitable green room for all relevant acts.

**BROADCAST RIGHTS**
The rights to broadcast the Opening Show are retained by BCCI and there shall be no income deriving from the commercialisation of such broadcast rights (or any other media rights relating to the Event) shall accrue to the Company. The Company acknowledges that it has no rights of any kind to produce, create, broadcast, exhibit, make available or otherwise exploit any audio, audio-visual or visual coverage, footage, reproduction or other images (whether still or moving) of or relating to the Opening Show, all of which rights are reserved to BCCI which shall be free to exploit such rights in its absolute discretion.

The Company shall ensure that the international headline act grants all necessary consents necessary for BCCI to have the right to broadcast either 10 minutes of footage or a minimum of three songs from the International Artist on a worldwide basis.

The Company is responsible for obtaining and paying for all clearances, approvals and consents from all performers in the Opening Show necessary for the exploitation of their contributions worldwide in all media in perpetuity for the fullest possible duration of such rights (including all extensions and renewals thereof) by BCCI, its media partners and their sub-licensees (which clearances, approvals and consents shall be irrevocably and unconditionally assigned to BCCI by the Company at no cost to BCCI).

**REGULAR MEETINGS**
It is critical to BCCI that the Opening Show adheres to this brief and upholds the IPL brand objectives outlined herein. As such, the Company and BCCI will meet weekly (or more or less frequently if required by BCCI) following signature of this Agreement (or as otherwise required by BCCI) to review all operational issues associated with the Opening Show. BCCI will have the right of veto on the inclusion of any aspects of the Opening Show, which in their sole discretion could have a negative impact on the IPL brand.
STAGING RESPONSIBILITIES
The Company shall deliver a complete end to end solution for staging a world class VIVO IPL 2018 Opening at the Venue and assume responsibility for all elements of the Opening Show referred to in or contemplated by this Agreement with the exception of the production of the live television coverage of the Opening Show, which is BCCI’s responsibility. The Company shall be responsible for all payment obligations in relation to the Opening Show (save in relation to the TV production). Such responsibilities will include but not be limited to:

1. Materials etc

The Company shall ensure that no damage of any kind is caused to the Venue or any part thereof or any fixtures or fittings therein (including without limitation the field of play and any spider cam) in any manner whatsoever and that the field of play is entirely safe for use by the players and Match officials following the end of the Event. The Company acknowledges that it cannot use any permanent installations on the field of play and all Event materials should be removed entirely from the field of play by 7:15pm. The Company shall ensure that the stage, the setup and the props are planned for in a manner that they arrive onto the field of play ready to be assembled together. The Company shall ensure that any trussing needs to be outside the boundary rope and needs to be dismantled at least 20 minutes before the start of the match.

2. Rehearsals

The Company shall work with the BCCI events staff and conduct two rehearsals the first one a minimum of 48hrs prior to the Match and the second one to be a dress rehearsal 24 hrs prior to the Match including all artist performances and conducted under the lighting that would be planned for the Event day. BCCI shall inform the Company of the available times for such demonstrations at each Venue which shall be subject to Team practice sessions. The Company should during both such rehearsals demonstrate their plan to clear the ground within the prescribed time to ensure that the field is totally clear no later than 15 minutes.

3. TV Briefing and camera positions

The schematic which exhibit or indicate the camera positions as the Event Venue for the Opening Show is attached at Appendix 2. The brief from a TV perspective is as follows:

a) The Television coverage of the Event will be handled by the BCCI. After the initial rehearsals, the Company shall work closely with the BCCI appointed TV director and incorporate suggested changes if any to show flow, props, lighting etc.

b) The Event has to be conceptualised and lit up to strike a balance between on-ground and TV.

c) The second rehearsal done a minimum 24 hours before the Event has to be a full dress rehearsal with the entire set of talent. This rehearsal shall include re-rig of equipment and evacuation.

4. Infrastructure available at the Venue

The Company shall take into account the fact that the Venue is expected to be a full house audience for the Match and that there are limitations at the Venue on the amount of space
available to them. The Event Plan shall accommodate these limitations including green rooms for artists and other performers, storing of props, generators etc.

The big screens and 360 degree runner boards will be made available for integration into the Event Plan at no additional cost.

The Company shall be responsible for ensuring that the Event comprises a seamless experience to the audience on ground and on TV.

Part B

Other Company Obligations

1. The Company hereby agrees, subject as expressly provided in this Agreement, to assume total responsibility for organising, managing and staging the Event including bearing all costs associated therewith and including without limitation an obligation to comply with the following obligations in relation to the Event.

2. The Venue

   (a) The Company shall stage the Opening Show on the Event Date at the Venue at 6:30 PM.

   (b) The Company shall undertake all necessary surveys of the Venue and ensure that the Event are properly planned and, in so doing shall take account of all infrastructure present or which will be present at the Stadium for the Match including without limitation any spider cams.

3. Event Obligations

   The Company shall, save as set out in this Agreement be responsible for all aspects of the organisation logistics, execution and staging of the Event including without limitation the following:

   (a) Submission of a final Event Plan for BCCI written approval, within three days of execution of this Agreement.

   (b) Securing the participation of all artists and other acts referred to in the Event Plan. If the Company has not, on or before 5.00pm (IST) on 25th March 2018 confirmed to BCCI the identity of the headline international act who has committed to appear at the Event then BCCI reserves the right (but shall not have the obligation) to procure an international act for the Opening Show and to reduce the Fee by the cost of such act.

   (c) Provision of an MC/Presenter of renown commensurate with the stature of the Event and provision of a DJ who shall co-operate with the DJ present at the Venue.
The Company shall be responsible for all clearances, approvals and consents from all performers in the Event necessary for the exploitation of their contributions worldwide in all media in perpetuity or the fullest possible duration of such rights (including all extensions and renewals thereof) by the BCCI, its media partners and their sub-licensees (which clearances, approvals and consents shall be irrevocably and unconditionally assigned to the BCCI by the Company at no cost to the BCCI). If any of the artists referred to in the Event Plan is unable to perform at the Event then the Company shall notify the BCCI in writing immediately and the Company shall be obliged to replace such artist and shall notify the BCCI of the Company’s proposed alternative arrangements, which shall be subject to the BCCI’s prior written approval.

Payment of all fees and expenses (to include all worldwide broadcast rights) relating to the artists and other acts to include all associated transportation, accommodation, catering costs, security costs and insurance costs.

Obtaining all necessary licenses, consents and clearances of any kind whatsoever from all relevant third parties and authorities in relation to the Event including without limitation in respect of any music and performing rights’ clearances (such as PPL and IPRS) including for the avoidance of doubt with respect to the international headline act (and in respect of the broadcast of the act’s participation in the Event) along with all consents and permissions from the police and the Fire Department. The Company shall provide BCCI with copies of all relevant licenses, consents and clearances not less than 5 days before the Event Date.

The provision of all necessary risk assessments, safety certificates and structural engineering approvals to include any necessary safety measures and emergency/evacuation plans and procedures.

Arranging all necessary travel and accommodation for participating artists and acts, officials and Event staff.

Arranging all aspects of Venue preparation and management, including all necessary equipment and sufficient numbers of competent Event staff.

Managing all aspects in relation to external Event staff such as floor managers, support staff, participant management, ambassadors and official photographers.

Providing and maintaining, at its own expense professional liability insurance with limits of no less than Rs 20 crores. Within ten (10) days from the date hereof, the Company shall submit to the BCCI a fully paid policy or certificate of each such policy of insurance naming the BCCI as an additional insured party, and requiring that each relevant insurer shall not terminate or materially modify such policy without written notice to the BCCI at least thirty (30) days in advance thereof. The Company undertakes that it will not do or omit to do anything whereby any such insurance policy may be vitiates either in whole or in part.

The provision of an appropriate number of competent, skilled and trained staff, who will be responsible for the management and implementation of the Event at the Venue.
(m) Design and installation of any temporary structures i.e. stages or props in the Venue in each case which are able to be erected and removed as provided in Part 1 above.

(n) Design and installation of any lighting and sound rigs and systems required in the Venue, it being agreed that the Company shall ensure that all such rigging complements (and does not double up on) existing rigging which will be available at the venue for the Opening Show.

(o) Ensuring that none of its production set obscures the view of any spectator at the Venue.

(p) Design and installation of any lighting and sound rigs and systems required in the Venue.

(q) All associated electrical, video and audio cabling.

(r) All power supplies (including back-up power).

(s) Any fireworks and/or pyrotechnics and licenses (subject to permissions for the same being provided by the police and other concerned authorities).

(t) All staff travel and accommodation requirements and associated costs.

(u) All on site catering and refreshment requirements related to Event specific staff.

(v) All security requirements in relation to all performing artists and, in this regard, the Event Plan should include full details of the proposed security arrangements in relation to the Event.

(w) Ensuring that all necessary health and safety measures are taken at the Event in respect of and during the Event.

(x) Provision of green rooms for artists.

(y) Provision of specific camera areas/platforms and all related infrastructure including lines, power supplies etc as advised by BCCI’s appointed TV Production Company, all at the Company’s cost if and to the extent the same are required in addition to the existing cameras at the Venue.

(z) The Company shall be responsible for the sourcing and supply of all items required by the acts (whether by way of such acts’ Rider or otherwise, including ground transportation, accommodation and logistics for such acts).

4. General Obligations

(a) The Company shall ensure that neither it nor any of its Group Companies nor any of its/their respective directors, employees or other members of staff or Owners make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the BCCI or any of its officers, employees or officials, the Event or the League.
(b) The Company shall ensure that sufficient personnel of a suitable seniority are available at all reasonable times to stage the Event along with such other personnel as the Company may decide (in consultation with the BCCI) to use in staging the Event.

(c) The Company shall ensure that all of its staff and other persons contracted or otherwise utilised by it in relation to the Event comply with all instructions from BCCI or its authorised agents and shall ensure that for the Opening Show all such staff and other persons leave the Venue prior to the start of the relevant Match.

(d) The Company shall provide BCCI with a list of all persons involved in the Event (including artists) not less than 5 days before the Event to allow for production of accreditation for such persons, it being acknowledged that without such accreditation access to the Venue shall not be allowed.

(e) The Company shall make its senior personnel available at all reasonable times and upon reasonable notice to the BCCI for the purposes of this Agreement.

(f) The Company shall not hold itself out or permit any person to hold themselves out as being authorized to bind the BCCI in any way.

(g) The Company shall not engage in any assignment or undertaking which would conflict with or prejudice its ability to carry out its duties and obligations under this Agreement.

(h) The Company shall comply with all reasonable requests from and co-operate with BCCI in relation to the Event and co-operate with and take account of all requests made by the BCCI appointed TV Production Company.

(i) The Company shall observe, and ensure that the Company’s personnel observe, all relevant rules, regulations, directions or codes of practice imposed by any Applicable Law, any Government Authority or other competent authority in relation to the Event and shall not commit, cause or permit any illegal act in the course of staging the Event.

(j) The Company shall not issue any press release on or relating to the Event without the prior written approval of the BCCI.

(k) The Company agrees that, save as expressly provided in this Agreement, all contracts relating to the Event shall be entered into in its own name and the Company shall have no right to bind or obligate the BCCI in any way. The Company shall promptly and in the Event within 2 days of request from BCCI provide BCCI with a copy of each and any contract entered into by the Company in relation to the Event.

(l) The Company shall ensure that the Event is staged in accordance with the Event Plan and is a world class, prestigious Event organized to a very high level of professionalism and conforms to all of the requirements for the Event set out in this Agreement including the Event Plan.
(m) The Company shall keep the BCCI informed in writing promptly upon request about any information required by the BCCI in relation to the staging of the Event and immediately inform the BCCI in writing of any problem, errors, omissions or shortcomings of whatsoever nature or dispute of any kind in relation to the Event.

(n) The Company shall submit to the BCCI immediately upon request such information regarding the organisation and progress of the Event and the status of the preparations in respect of it as the BCCI requests.

Part C

BCCI Obligations

1. BCCI shall arrange and pay for the Television Production Company to produce the live television coverage of the Event.

2. BCCI will provide at no cost to the Company The Spirit of Cricket footage involving all team captains referred to above

Part D

Other Event Rights/Obligations

1. It is acknowledged and agreed that the Company shall not grant to any person or otherwise seek to sell or exploit any branding, sponsorship or association rights in relation to the Event (including without limitation through the promotion of any movies).

2. The Company shall not do or permit anything to be done which might adversely affect the League or the BCCI (or their respective reputations) and in this regard the Company shall ensure:
   
   (a) that no Event contains any commercial branding or commercial signage of any kind;

   (b) that any communications or materials relating to the Event bear the IPL Logo in Schedule 2 in a manner which shall be subject to the BCCI’s prior written approval;

3. The Company shall have no rights of any kind to produce, create, exhibit, broadcast, make available or otherwise exploit any audio, audio-visual, or visual coverage, footage, reproduction or other images (whether still or moving) of or relating to the Event all of which are reserved to the BCCI which shall be free to exploit such rights in its absolute discretion.

Part E

Event Finances

1. The Company shall be responsible for the prompt and due payment of all costs and expenses in relation to the organisation and staging of the Event (save as expressly contemplated in relation to television production) whether the same are included in the
Budget or not.

2. The Company acknowledges that the only revenue from the Event which it shall earn in relation to the Event shall be the Fee.

3. It is acknowledged and agreed that BCCI shall have no liability if the costs incurred by the Company in relation to the Event exceed those included in the Budget.

Part F

Miscellaneous

1. The parties shall meet on a weekly basis (or more or less regularly as required by BCCI) to review all operational issues relating to the Event.

2. The BCCI shall have a right to veto any aspect of the Event if, in its sole discretion, such aspect of the Event will or could have a negative impact on the League and/or the BCCI.

3. The Company shall ensure that its senior executives attend the above-mentioned meetings.

4. The television production company appointed by BCCI in relation to IPL shall also be entitled to attend the above-mentioned meetings.

5. It is acknowledged and agreed that neither the participation in the above-mentioned meetings by BCCI or any BCCI appointed representative nor any right of veto exercised by such representatives at such meetings shall confer on the BCCI or its representatives any responsibility or liability of any kind whatsoever in relation to the Event.
SCHEDULE 2 (of Staging Agreement)

IPL LOGO

Part 1

Part 2
SCHEDULE 3 (of Staging Agreement)

GENERAL PROVISIONS

1. Trade Marks
   (a) The Company agrees that nothing in this Agreement shall give to the Company any right, title or interest in or to the IPL Identification (except the licensed rights to use the VIVO IPL Logo in accordance with this Agreement), that each and every part of the IPL Identification is, and is to be, the sole property of the BCCI and that any and all use by the Company of the VIVO IPL Logo, and the goodwill arising therefrom, shall inure to the benefit of the BCCI.
   (b) The Company agrees that it will not, during the Term or at any time thereafter:
      (i) grant to any party the right to use any mark identical with or confusingly similar to any part of the Trade Marks; or
      (ii) raise or to cause to be raised any questions concerning, or objections to the validity of or the right to the use of, the IPL Identification or the right of the BCCI thereto; or
      (iii) file any application for any mark, or obtain or attempt to obtain ownership of any mark or trade name, in any country of the world, which refers to or is similar to or suggestive of the name "The Indian Premier League," the name "IPL" (whether used in conjunction with a sponsor name or otherwise), any other part of the IPL Identification or any mark, design or logo intended to identify products or services endorsed by the BCCI.
   (c) The Company shall notify the BCCI in writing of any infringement or imitation by others of the IPL Identification if and when such become known to the Company. The BCCI shall have the sole right to determine whether or not any action shall be taken on account of such infringement or imitation, and the Company agrees promptly to assist the BCCI, to the extent necessary, and at the BCCI's request and cost, in the BCCI's efforts to eliminate any such infringement or imitation. The Company shall have no right to institute any proceedings or take any other action on account of any such infringement or imitation.

2. Indemnity
   (a) The Company agrees during the Term and thereafter to protect, indemnify and save harmless the BCCI and its officers, officials, executives, employees and/or agents from and against any and all expenses, damages, claims, suits, actions, judgments and costs of any kind whatsoever, (including reasonable legal and other professional fees and disbursements), arising out of or in any way connected with the performance by the Company of this Agreement and/or any breach of this Agreement by the Company; subject to a maximum value of Fees payable under this Agreement.

3. Termination
   (a) Each party shall have the right by written notice to terminate this Agreement with immediate effect if the other party:
      (i) materially breaches any provision of this Agreement in a manner which is irremediable; or
      (ii) materially breaches any provision of this Agreement capable of remedy and fails to remedy such breach within 5 days of written request; or
      (iii) becomes insolvent or if any procedure is commenced to wind up, liquidate or appoint an administrator or receiver in respect of the other party.
(b) The BCCI may terminate this Agreement with immediate effect by written notice if:
(i) there is a Change of Control of the Company (direct or indirect);
(ii) the Company transfers or agrees to transfer a material part of its business or assets to any other person;
(iii) the Company or any Group Company or Owner acts in any way which either has an adverse effect upon the Company’s reputation or standing or which has an adverse effect on the reputation or standing of the BCCI, the IPL or any Team;
(iv) there is any breach of paragraph 7 below by the Company.
(c) Failure to terminate this Agreement following any act or omission by one party shall not constitute a waiver of any remedies the other party would have in respect of such act or omission including the right to claim damages or equitable relief in connection therewith.
(d) Termination of this Agreement for whatever reason shall be without prejudice to the rights and liabilities of either party to the other in respect of any matter arising under this Agreement.
(e) From and after the termination of this Agreement for any reason the Company shall with immediate effect not (directly or indirectly) suggest that it is appointed to stage any Opening Show or is otherwise connected to the BCCI and/or the League.
(f) The termination for any reason of this Agreement shall not affect any of its provisions which are expressed to survive or are capable of surviving such termination including without limitation Clause 3.3 and paragraphs, 1, 2, 4, 5, 7, 8(j) and 9 of this Schedule 3.

4. Advertising and Marketing
The Company shall not publish or in any manner distribute any documents, advertising or promotional materials, information or other materials of any kind whatsoever relating to any Opening Show.

5. Intellectual Property Rights
The Company agrees and acknowledges that ownership of all Intellectual Property Rights in the presentations, reports, designs, drawings, data, reports, specifications, and all deliverables (Materials) produced in the course of staging the Opening Show under the terms of this Agreement shall exclusively vest in BCCI. The Company shall not and agrees that its partners, employees, sub-consultants and sub-contractors shall not have any rights over such Materials. The Company shall not and shall procure that its partners, employees, sub-consultants or sub-contractors shall not use such Material or any part of it, for any other work.

6. Submissions and Notices
(a) Any notices or requests for approval to be given to the BCCI shall be delivered to the BCCI at the following address (or such other address as the BCCI shall notify to the Company):

To the BCCI:

The Board of Control for Cricket in India
Cricket Centre
Wankhede Stadium
Mumbai 400 020
India
Attention: Hemang Amin
Email: hemang.amin@bcci.tv with a copy marked to ceo@bcci.tv

(b) Any notice under this Agreement to be given to the Company shall be delivered to the Company at the address set out at the start of this Agreement (or such other address as the Company shall notify to the BCCI). If the Company is incorporated outside India it shall within 10 days of the signature of this Agreement provide an address in India where the addressee is authorised to accept service of documents and notices on behalf of the
Company together with evidence satisfactory to BCCI of such authorisation which shall be irrevocable and unconditional.

(c) Any notice or request for approval under this Agreement shall be sent by email or by first class pre-paid post and shall be deemed to have been received by the addressee if sent by email on the day of transmission if sent on a business day between 0900-1700 (IST) or if not so transmitted on the next business day and if sent by post three business days after posting if sent to and from an address within India and five business days after posting if sent to or from an address outside India.

7. **Representation and Warranties**

(a) Each party hereby represents and warrants to the other party as follows:

(i) it is duly organised and validly existing under the laws of the country of its incorporation or other establishment, and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement;

(ii) the execution and delivery of this Agreement and the performance by it of its obligations under this Agreement have been duly and validly authorised by all necessary corporate actions on the part of it;

(iii) this Agreement constitutes a legal, valid and binding obligation of such party enforceable against it in accordance with its terms;

(iv) the execution, delivery and performance by such party of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice or lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under any Applicable Law, or any order, judgement or decree applicable to it, or any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound;

(v) there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgements or decrees of any nature made, existing, or pending or, to its best knowledge, threatened or anticipated, which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transactions contemplated hereunder.

(b) The Company hereby represents, warrants and undertakes that all information and documents of any kind which have in the past been or will during the Term be provided to the BCCI in connection with (i) the Proposal and any accompanying information submitted by or in relation to the Company in response to the Request for Proposal; or (ii) the Company; and/or (iii) compliance by the Company with its obligations under this Agreement are and will throughout the Term remain and be true and accurate in all respects and not misleading in any respect and if any circumstances occur after signature of this Agreement which render this warranty inaccurate then the Company shall inform the BCCI (providing full details) immediately.

(c) The Company further warrants that the Services provided under this Agreement are free and clear of any claim of any third party of infringement of any copyright, design or other proprietary right.

(d) The Company further warrants that this Agreement is identical to the form of Staging Agreement attached to the RFP save with the inclusion herein of such information as is expressly contemplated by the RFP.

8. **Limitation/Exclusion of Liability**

(a) The BCCI shall not be liable to the Company for any loss of profit, business, revenue, goodwill or anticipated savings or for any indirect or consequential loss or damage in each case however arising out of or in connection with this Agreement, any Opening Show and/or Venue Agreement.
(b) Without prejudice to the above exclusion, the aggregate total liability of the BCCI in connection with this Agreement, any Venue and all of the Opening Show whether in contract, tort (including negligence) or otherwise shall be an amount equal to the Fee payable by the BCCI under this Agreement.

(c) Nothing in this paragraph shall seek to exclude or limit any liability, which may not be excluded or limited under the law applying to this Agreement.

9. **General**
   (a) Subject as provided below this Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all previous agreements between the parties relating to said subject matter. Each party acknowledges that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance made by or on behalf of any other party at any time before signature hereof which is not expressly set out in this Agreement. Subject as provided below each party waives all rights and remedies which but for this paragraph might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance but nothing in this paragraph shall limit or exclude any liability for fraud. Notwithstanding the foregoing provisions of this paragraph it is agreed that the BCCI may continue to rely upon and take action in relation to and in respect of any representations, assurances, warranties and/or undertakings made or given by or on behalf of or in relation to the Company in response to the Request for Proposal including as set out in the Proposal.

(b) The Company shall be responsible for stamping the Staging Agreement in accordance with any law at its sole cost.

(c) This Agreement shall bind and inure to the benefit of the BCCI, its successors and assigns. The Company shall not assign or transfer this Agreement to any third party. The rights and/or obligations granted to the Company hereunder shall be personal to it and shall not, without the prior written consent of the BCCI, be transferred, sub-contracted or assigned or delegated to any other party (and the Company shall provide the BCCI with full details of any such proposed sub-contracting) and in the Event of any such sub-contracting or delegation the Company shall remain liable to the BCCI for the acts or omissions of the sub-contractor or delegate. In addition, the Company acknowledges and agrees that it has no right to sub-license, transfer or otherwise deal with any of the rights and/or obligations granted to it under this Agreement and any breach of this paragraph shall entitle the BCCI to terminate this Agreement with immediate effect upon written notice to the Company since the parties agree that such a breach shall be material and irremediable.

(d) BCCI reserves the right to amend the format and duration of the League at any time.

(e) This Agreement may not be changed or modified except by an express document in writing signed by both parties.

(f) The failure of either party at any time or times to demand strict performance by the other of its obligations under this Agreement shall not be construed as a continuing waiver or relinquishment thereof and each party may at any time demand strict and complete performance by the other of said provisions.

(g) This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, save as expressly set out herein, and nothing in this Agreement shall give, or is intended to give, any rights of any kind to any third persons.

(h) In the event that any clause or term of this Agreement shall be deemed to be invalid or unenforceable, this shall not affect the legal enforceability of the Agreement as a whole,
and the parties agree to replace such invalid clause with a mutually agreed enforceable replacement clause, as close as possible in interpretation to the invalid clause.

(i) In this Agreement:
   (i) use of the singular includes the plural and vice versa and use of one gender includes all other genders;
   (ii) References to the “termination” of this Agreement shall include its expiry or termination for any reason;
   (iii) The clause headings do not form part of this Agreement and should not be taken into account in its construction or interpretation;
   (iv) References in this Agreement to Clauses and Schedules are to the Clauses of and Schedules to this Agreement which are each deemed to be incorporated into and form part of it;
   (v) Any approval or consent to be obtained from BCCI shall be in writing;
   (vi) Reference to “stage”, “staging” and “staged” in relation to any Opening Show shall be deemed to include and imply an obligation on the Company to stage the relevant Opening Show in the manner contemplated by this Agreement.

(j) If this Agreement is signed on different dates then it shall be deemed to take effect on the later date.

(k) The BCCI shall not be liable to the Company for any inability to perform this Agreement due to an event or circumstance or combination of events or circumstances beyond the reasonable control of the BCCI including, without limitation, any of the following: act of God, governmental act, war, terrorism or the threat thereof, fire, flood, lightning, explosion, accident, strike, lock-out, walk-out, labour condition, civil commotion, riots, acts of terrorism and similar force majeure occurrences.

(l) Each party agrees to keep the provisions of this Agreement confidential.

10. **Governing Law and Jurisdiction**
   (a) This Agreement shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts of Mumbai, India shall have the exclusive jurisdiction in relation to this Agreement.
   (b) 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 or failing which by such process as is laid down in The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
   (c) The venue for arbitration shall be Mumbai and the arbitration shall be conducted in the English language.
   (d) 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.
   (e) 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.
   (f) The BCCI shall have the right to bring an action seeking injunctive or other equitable relief before the Courts of Mumbai in connection with this Agreement including if it reasonably believes that damages may not be an adequate remedy for any breach by the Company of this Agreement.
SCHEDULE 4 (of Staging Agreement)

BANK GUARANTEE

[FORMAT OF GUARANTEE TO BE ISSUED BY ANY BANK THAT IS LISTED IN SCHEDULE 2 TO THE RESERVE BANK OF INDIA ACT, 1934 (EXCLUDING COOPERATIVE BANKS AND REGIONAL RURAL BANKS)]

The Board of Control for Cricket in India
Cricket Centre
Wankhede Stadium
Marine Lines
Mumbai 400 020
India

1. In consideration of …………………………….[Company name] having its principal place of business at ………………………………….[insert address] (the “Company” which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assignes and the like) having entered into a Staging Agreement with BCCI dated [●] (the “Staging Agreement”) for providing certain services in relation to IPL Opening Show for the 2018 Indian Premier League. As provided in the Staging Agreement the Company is required to provide a Bank Guarantee to BCCI for [sum payable under clause 4.1 (a) of the Staging Agreement] (the “Guaranteed Sum”) inter alia for the due fulfilment by the Company of its obligations under the Staging Agreement.

2. The Company has approached us for issuing the said guarantee and at their request and on receipt of sufficient consideration by us, we, ………………………………….[Name of the bank], constituted and established under ………………….[Relevant Statute] having our office at ………………………………………………….[Address of Bank], Phone No.: ……….[Phone No. of Bank]; Fax No. [Fax No. of Bank](Mumbai Branch) (hereinafter referred to as “Bank” which expression shall unless repugnant to the subject or context mean and include its successors in office, executors, administrators, permitted assignes and the like) have agreed to give such guarantee as hereinafter mentioned.

3. We hereby undertake and agree unconditionally and irrevocably with BCCI that on first claim in writing from BCCI stating that a default has been committed by the Company, in performing any of the obligations set out in the Staging Agreement whatsoever, we shall, without demur, any reservations, contest, recourse or protest and without any reference to the Company, pay to BCCI a sum not exceeding the Guaranteed Sum, either in full or in part (to be decided at BCCI’s discretion), in such manner as BCCI may direct from time to time. Any such claim made by BCCI on us shall be final, conclusive and binding notwithstanding any difference or any dispute between BCCI and the Company or any other legal proceedings, pending before any Court, tribunal, arbitrator or any other authority. For the avoidance of doubt BCCI may call upon this guarantee on any number of occasions subject to the limit of the guarantee, being the Guaranteed Sum.

4. BCCI shall have the full liberty, without reference to us and without affecting this guarantee, to postpone for any time or from time to time the exercise of any of the powers and/or any rights conferred on BCCI under the Staging Agreement, which under
the Law relating to the Sureties would, but for this provision, have the effect of releasing us.

5. We confirm and agree that this guarantee shall not be discharged reduced or diluted (i) due to any variance of what so ever made in the terms of the Staging Agreement without our consent and / or (ii) due to any contract between the Company and BCCI by virtue of which BCCI makes a composition with or promises to give time to or not to sue the Company.

6. We confirm and agree that this guarantee shall be valid and binding irrespective of BCCI having any other guarantee/s from the Company relating to its obligations and BCCI need not proceed with those guarantee/s before invoking the guarantee given hereunder.

7. We further confirm and agree that BCCI need not initiate any proceeding, claim, action or raise any demand against the Company before lodging any claim hereunder.

8. The guarantee herein contained shall not be determined or otherwise affected in any way:

   (a) by the liquidation or winding up or dissolution or change(s) in the constitution of the Company;
   (b) by any forbearance by BCCI whether as to payment, time, performance or otherwise, or by any other indulgence or matter of whatever nature accorded by BCCI to the Company;
   (c) by the termination for any reason of the Staging Agreement;
   (d) by anything which would have discharged us (wholly or in part), but for this provision, of our obligations under this guarantee or which would have afforded us any legal or equitable defence

but shall for all purposes binding and operative until the due and proper performance by the Company of all relevant obligations under the Staging Agreement and shall continue till the expiry of the term of the Guarantee inclusive of the claim period.

9. This guarantee shall be irrevocable and shall remain valid for a period of 12 months from the date of issuance, with a claim period of six months thereafter.

10. Notwithstanding anything contained hereinabove:

   (a) Our liability under this guarantee shall not exceed and is restricted to the Guaranteed Sum;
   (b) This guarantee shall be irrevocable and shall remain in force a period of 12 months from the date of issuance, with a claim period of six months thereafter;
   (c) Unless a demand/claim under this guarantee is served upon us in writing within the time in which this guarantee is stated to be in force, all the rights of BCCI under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.

11. A demand for payment under this guarantee shall be deemed to have been sufficiently made if a claim in writing is sent by post or by fax or hand delivered to us to the above-
mentioned address and Fax nos. in paragraph 2. Interest at the rate of 18 % p.a. shall be applicable on all delayed payments under this Bank Guarantee.

12. We shall not be entitled to assign this guarantee.

13. Payments to be made under this guarantee shall be made in Indian Rupees without any deduction, withholding or set off of any kind.

14. This Guarantee shall be governed by and construed in accordance with the substantive laws of India. Courts at Mumbai shall have exclusive jurisdiction in relation to this Guarantee.

Dated this __________ day of ________ 20 _______ at Mumbai.
SCHEDULE 5 (of Staging Agreement)

PARENT COMPANY GUARANTEE

THIS DEED of Guarantee is given on [date] by [name of guarantor] of [address of guarantor] (the “Guarantor”) in favour of The Board of Control for Cricket in India a registered society having its Headquarters at BCCI, Cricket Centre, 4th Floor, Wankhede Stadium, 'D' Road, Churchgate, MUMBAI, 400 020, India (the “BCCI”).

WHEREAS:

(A) On [date] [Name of Company] (the “Company”) and the BCCI entered an agreement as from time to time varied, extended, increased or replaced (with or without the Guarantor's knowledge or consent) (the “Agreement”) pursuant to which the Company was appointed to provide certain services to BCCI in relation to the Indian Premier League.

(B) The Guarantor has agreed to guarantee to the BCCI the performance by the Company of its obligations under the Agreement.

NOW THIS DEED WITNESSETH as follows:

1. In consideration of the BCCI granting to the Company the rights under the Agreement, the Guarantor hereby unconditionally and irrevocably guarantees by way of a continuing guarantee the due and prompt performance by the Company of all of its liabilities and obligations from time to time under the Agreement including without limitation any payment obligations (the “Guaranteed Obligations”).

2. This guarantee shall extend to the costs and expenses (including legal expenses) incurred by the BCCI in enforcing this guarantee and/or in taking action for the due performance by the Company of any of its obligations under the Agreement.

3. The terms of this guarantee (which is and will remain a continuing security for the due performance of the Guaranteed Obligations):
   (a) constitute direct, primary and unconditional obligations to perform on demand any Guaranteed Obligation;
   (b) may be enforced without first having taken any proceedings against the Company; and
   (c) shall bind the heirs, successors and permitted assigns of the Guarantor.

4. As a separate and independent stipulation the Guarantor agrees that the Guaranteed Obligations exist irrespective of the total or partial invalidity of any obligation owed to the BCCI by the Company or any legal limitation, disability or incapacity of the Company or the Guarantor. If the BCCI brings proceedings against the Company then the Guarantor shall be bound by any findings of fact, interim or final award or judgement made by an arbitrator or the court in such proceedings provided that the Guarantor is made a party to such proceedings.

5. As a separate and independent payment obligation, the Guarantor irrevocably and unconditionally undertakes to indemnify and keep the BCCI indemnified on demand against all losses, damages, costs and expenses (including, without limitation, all legal costs and expenses and VAT on any of the same) of whatever nature, whether arising under statute, contract or at common law, which the BCCI may suffer or incur if any
obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if such obligation guaranteed had not become unenforceable, invalid or illegal.

6. The Guarantor hereby irrevocably acknowledges and agrees that it shall not be entitled at any time to terminate its obligations under this guarantee and the Guarantor shall not challenge the validity or enforceability of the guarantee or any provision of it or the Guarantor’s obligations hereunder. In particular, but without limitation, the Guarantor hereby waives to the fullest extent allowed by law any defence or other grounds which might otherwise be or become available to it by which it might be entitled to terminate this guarantee or its obligations hereunder or which might automatically apply to discharge this guarantee.

7. This guarantee and the BCCI’s rights under it shall not be affected or prejudiced by the BCCI taking or holding any other further security, guarantee or indemnities of any kind in respect of any of the Guaranteed Obligations, or by it varying, releasing or omitting, delaying or neglecting to enforce the terms of the Agreement or any time or indulgence given by it, or by the insolvency, liquidation, administration, voluntary arrangement, dissolution, winding up, amalgamation, reconstruction, reorganisation or other incapacity of the Company, the Guarantor or by any other fact or circumstances which (apart from this provision) would or might reduce or discharge the liability of the Guarantor under this Deed.

8. As a separate and independent stipulation the Guarantor agrees that if any sum arising or purportedly arising under the guarantee and indemnity contained in this Deed is not or would not be recoverable on the footing of a guarantee or indemnity for any reason whatsoever, whether or not known to the BCCI from time to time, such sum will nevertheless be recoverable from the Guarantor as a sole principal debtor and will be paid by the Guarantor to the BCCI on demand.

9. The Guarantor acknowledges that this Deed shall not operate to grant it any rights over the IPL Identification.

10. The BCCI may enforce this Deed without first making demand on, or taking any proceeding against, the Company or resorting to any other security, guarantee or other means of payment. No action (or inaction) by the BCCI in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

11. The Guarantor shall, until all sums whatsoever payable by the Company under the Agreement have been finally paid in full, exercise its rights (i) of subrogation and indemnity, (ii) to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Company’s obligations and (iii) to prove in the liquidation or insolvency of the Company in each case only in accordance with the BCCI ’s prior written instructions and shall hold any amount recovered as a result of the exercise of such rights on trust for the BCCI and pay the same to the BCCI on first demand. The Guarantor hereby acknowledges that it has not taken any security from the Company and agrees not to do so until the BCCI receives all moneys payable hereunder. Any security taken by the Guarantor in breach of this provision and all moneys at any time received in respect thereof shall be held in trust for the BCCI as security for the liability of the Guarantor hereunder.

12. All payments by the Guarantor hereunder shall be made in the currency of the relevant Guaranteed Obligations in full, without set-off or counterclaim save as is required by law in immediately available, freely transferable, cleared funds for value on the due date to the account of the BCCI notified to the Guarantor by the BCCI.

13. The Guarantor further agrees that all the rights of the BCCI under the Guarantee shall remain in full force, notwithstanding any neglect or forbearance or delay in the enforcement by the BCCI of any of the terms of the Agreement.
14. The Guarantor shall have no right to assign, transfer or to terminate this Deed and acknowledges that the Company's obligations in the Agreement are given for the benefit of the BCCI alone and that it shall have no rights or remedies of any kind in respect of such obligations.

15. The Guarantor represents, warrants, undertakes and certifies that:
   a) it is duly incorporated;
   b) the execution of this Deed has been authorised by appropriate corporate and shareholder action;
   c) its provisions do not contravene or conflict with any provision of its Memorandum and Articles of Association or other constitutional documents;
   d) the giving of this Deed does not constitute a breach of any other agreements to which it is party or of any statute; and
   e) this Deed creates legal, valid and binding obligations, enforceable in accordance with its terms.

16. Any acknowledgement of any liability to make any payment or perform any act by the Company shall be deemed to be an equivalent acknowledgement by the Guarantor.

17. This Deed shall be governed by and construed in accordance with Indian law. Subject to arbitration provided below, the Courts of Mumbai, India shall have the exclusive jurisdiction to this Agreement.

18. If any dispute arises under this Deed 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 or failing which by such process as is set out in The Arbitration and Conciliation Act 1996. Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with The Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.

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

20. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties. Each party shall bear its own lawyer’s 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.

21. 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.

22. Words and expressions defined in the Agreement shall have the same meaning in this Deed unless the context otherwise requires.

Executed and delivered as a Deed on the date first above written.

[Relevant wording re the execution of the deed by Guarantor]
SCHEDULE 6 (of Staging Agreement)

CONFLICT OF INTEREST RULES OF BCCI

1. DEFINITIONS

(a) “Administrator” shall mean and include present and former Presidents, Vice Presidents, Hon. Secretaries, Hon. Treasurers, Hon. Joint Secretaries of the BCCI, past and present Presidents and Secretaries of Members, a representative of a Member and any person connected with the governance and management of the affairs of the BCCI or of any of its Committees.

(b) “Conflict of Interest” refers to situations where an individual associated with the BCCI or with any Member in any capacity, acts or omits to act in a manner that brings, or is perceived to bring the interest of the individual in conflict with the interest of the game of cricket and that may give rise to apprehensions of, or actual favouritism, lack of objectivity, bias, benefits (monetary or otherwise) or linkages, as set out in Rule 2 below.

(c) “Effective Date” shall mean the date on which these Rules are adopted by the BCCI.

(d) “Franchisee” shall mean any commercial entity that has entered into a franchise agreement with the BCCI for participation in the Indian Premier League.

(e) “Match Official” shall include Umpires, Match Referees, Observers, Statisticians, Ground Staff and Scorers so appointed by the BCCI or any Member from time to time.

(f) “Member” shall mean Full Member, Associate Member and/or Affiliate Member of the BCCI.

(g) “Office Bearer” shall mean President, Vice-President(s), Hon. Secretary, Hon. Joint Secretary, Hon. Treasurer and (in case of Members of the BCCI) any other position/post which is defined as office bearer as per the Constitution/Bye-Laws of the Member.

(h) “relative” shall include father, mother, husband, wife, son, daughter, son-in-law, daughter-in-law, brother and sister.

(i) “Team Official” refers to the support staff appointed by the BCCI including coaches, managers, physiotherapists, nutritionists, trainers, analysts, counsellors and medics.

2. CONFLICT OF INTEREST

(a) A Conflict of Interest may take any of the following forms as far as any individual associated either with the BCCI or with any Member is concerned:
(i) **Direct or Indirect Interest:** When the BCCI, a Member, the IPL or a Franchisee enter into contractual arrangements with entities in which the individual concerned or his/her relative, partner or close associate has an interest. This is to include cases where family members, partners or close associates are in positions that may, or may be seen to compromise an individual’s participation, performance and discharge of roles.

Illustration 1: A is an Office Bearer of the BCCI when it enters into a broadcast contract with a company where A’s son B is employed. A is hit by Direct Conflict of Interest.

Illustration 2: C is a Member of the IPL Governing Council. The IPL enters into a contract with a new franchisee, the Managing Director of which is C’s partner in an independent commercial venture. C is hit by Indirect Conflict of Interest.

Illustration 3: D is the Office Bearer of a State Association. D’s wife E has shares in an IPL Franchisee which enters into a stadium contract with the State Association. D is hit by Indirect Conflict of Interest.

Illustration 4: F is President of the BCCI. His son-in-law is a Team Official of a Franchisee. F is hit by Conflict of Interest.

Illustration 5: G is an employee of the BCCI. His wife runs a catering agency that is engaged by the BCCI. G is hit by Conflict of Interest.

(ii) **Roles compromised:** When the individual holds two separate or distinct posts or positions under the BCCI, a Member, the IPL or the Franchisee, the functions of which would require the one to be beholden to the other, or in opposition thereof.

Illustration 1: A is the Coach of a team. He is also Coach of an IPL Franchisee. A is hit by Conflict of Interest.

Illustration 2: B is Secretary of the BCCI. He is also President of a State Association. B is hit by Conflict of Interest.

Illustration 3: C is the Vice President of the BCCI. He is also President of a State Association and member of a Standing Committee. C is hit by Conflict of Interest.

Illustration 4: D is a Selector. He is also coach of an IPL franchisee. D is hit by Conflict of Interest.

(iii) **Commercial conflicts:** When the individual enters into endorsement contracts or other professional engagements with third parties, the discharge of which would compromise the individual’s primary obligation to the game or allow for a perception that the purity of the game stands compromised.

Illustration 1: A runs a cricket academy. He is appointed as a selector. A is hit by Conflict of Interest.
Illustration 2: B is a BCCI commentator. He also runs a sports management company which contracts members of the team. B is hit by Conflict of Interest.

Illustration 3: C is a selector. He is contracted to write a column on a tour that the national team is on. C is hit by Conflict of Interest.

Illustration 4: D is a team captain. He is also co-owner of a sports management agency which is contracted to manage other team members. D is hit by Conflict of Interest.

Illustration 5: E is a member of the IPL Governing Council. He is engaged by a cricket broadcaster to act as an IPL commentator. E is hit by Conflict of Interest.

(iv) Prior relationship: When the individual has a direct or indirect independent commercial engagement with a vendor or service provider in the past, which is now to be engaged by or on behalf of the BCCI, its Member, the IPL or the Franchisee.

Illustration 1: A is President of the BCCI. Prior to his taking office, he has been engaged professionally for his services by a firm B. After A becomes President, B is appointed as the official consultants of the BCCI. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. Prior to his election, he ran a firm C, specializing in electronic boundary hoardings. Upon becoming Secretary, the contract for the Association’s stadium hoardings is granted to C. B is hit by Conflict of Interest.

Illustration 3: D is the Chairman of the IPL Governing Council. Before he came into this office, he used to engage E as his auditor for his business. After becoming Chairman of the IPL Governing Council, E is appointed as auditor to the IPL. D is hit by Conflict of Interest.

Illustration 4: F is the Captain of an IPL team, and G is the team’s manager. When F is made Captain of the national team, G is appointed as the national team’s manager. F is hit by Conflict of Interest.

(v) Position of influence: When the individual occupies a post that calls for decisions of governance, management or selection to be made, and where a friend, relative or close affiliate is in the zone of consideration or subject to such decision-making, control or management. Also, when the individual holds any stake, voting rights or power to influence the decisions of a franchisee / club / team that participates in the commercial league(s) under BCCI.

Illustration 1: A is a selector. His son is in the zone of consideration for selection. A is hit by Conflict of Interest.

Illustration 2: B is the Secretary of a State Association. He also runs a cricket academy in the State. B is hit by Conflict of Interest.
Illustration 3: C is an umpire. His daughter D is a member of a team which is playing a match in which C officiates. C is hit by Conflict of Interest.

Illustration 4: E is the President of a State Association and his company F owns 12 cricket clubs in the State from which probables are selected for the State team. E is hit by Conflict of Interest.

EXPLANATION: The Illustrations which refer to a President / Secretary / Vice-President may be read as illustrations referring to any other Office Bearer, and also to the members of the Working Committee, the Governing Council and any Committees.

(b) Within a period of 15 days of taking any office under the BCCI, every individual shall disclose in writing to the Working Committee any existing or potential event that may be deemed to cause a Conflict of Interest, and the same shall be uploaded on the website of the BCCI. The failure to issue a complete disclosure, or any partial or total suppression thereof would render the individual open to disciplinary action which may include termination and removal without benefits. It is clarified that a declaration does not lead to a presumption that in fact a questionable situation exists, but is merely for information and transparency.

(c) A Conflict of Interest may be either Tractable or Intractable.

(i) Tractable conflicts are those that are resolvable or permissible or excusable through recusal of the individual concerned and/or with full disclosure of the interest involved.

(ii) Intractable conflicts are those that cannot be resolved through disclosure and recusal, and would necessitate the removal of the individual from a post or position occupied so that the conflict can cease to exist.

Explanation: In Illustration (3) of Rule 2(a)(i), if the wife held 51% shares, the conflict will be treated as intractable. If the wife holds 3% shares, whether the conflict is tractable or intractable will have to be decided by the Ombudsman on the facts of the case. If the wife holds only 100 shares out of 1 crore shares, a disclosure of the same may be sufficient.

(d) It is clarified that no individual may occupy more than one of the following posts at a single point of time except where prescribed under these Rules:

(i) Player (Current)
(ii) Selector / Member of any Committee
(iii) Team Official
(iv) Commentator
(v) Match Official
(vi) Administrator / Office-Bearer
(vii) Electoral Officer
(viii) Ombudsman & Ethics Officer
(ix) Auditor
(x) Any person who is in governance, management or employment of a Franchisee
(xi) Member of a Standing Committee
(xii) CEO & Managers
(xiii) Office Bearer of a Member
(xiv) Service Provider (Legal, Financial, etc.)
(xv) Contractual entity (Broadcast, Security, Contractor, etc.)
(xvi) Owner of a Cricket Academy

(e) As far as incumbents are concerned, every disclosure mandated under Rule 1(c) may be made within 90 days of the Effective Date.

3. THE OMBUDSMAN

(a) The Board shall appoint an Ombudsman at the Annual General Meeting for the purpose of guidance and resolution in instances of conflict of interest. The Ombudsman shall be a retired Judge of a High Court so appointed by the Board after obtaining his/her consent and on terms as determined by the BCCI in keeping with the dignity and stature of the office. The term of an Ombudsman shall be one year, subject to a maximum of 3 terms in office.

(b) Any instance of Conflict of Interest may be taken cognizance of by the Ombudsman:

(i) Suo Motu;
(ii) By way of a complaint in writing to the official postal or email address; or
(iii) On a reference by the Working Committee;

(c) After considering the relevant factors and following the principles of natural justice, the Ombudsman may do any of the following:

(i) Declare the conflict as Tractable and direct that:

(1) The person declare the Conflict of Interest as per Rule 2(c) above;
(2) The interest that causes the conflict be relinquished; or
(3) The person recuse from discharging the obligation or duty so vested in him or her;

(ii) Declare the conflict as Intractable and direct that:
(1) The person be suspended or removed from his or her post; and

(2) Any suitable monetary or other penalty be imposed; and

(3) The person be barred for a specified period or for life from involvement with the game of cricket;

(d) The Ombudsman is wholly empowered to also direct any additional measures or restitution as is deemed fit in the circumstances.
SCHEDULE 7 (of the Service Agreement)

AVAILABLE DESIGNATED AREA ON THE FIELD OF PLAY

Field of Play Availability

- 30 YARD CIRCLE, RESTRICTED AREA NOT FOR USE
- AREA BETWEEN BOUNDARY ROPE AND 30 YARD CIRCLE, AVAILABLE FOR USE
APPENDIX 1 (of Staging Agreement)

EVENT PLAN AND BUDGET

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<table>
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Note: Details of each item to be supplied as part of the Proposal.
## APPENDIX 2 (of Staging Agreement)

### CAMERA LOCATIONS

<table>
<thead>
<tr>
<th>Cam No.</th>
<th>Lens</th>
<th>Operation</th>
<th>Location</th>
<th>Height from Ground</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>60+</td>
<td>Manned</td>
<td>North End</td>
<td>Approx 40 feet</td>
</tr>
<tr>
<td>2</td>
<td>60+</td>
<td>Manned</td>
<td>North End</td>
<td>Approx 40 feet</td>
</tr>
<tr>
<td>3</td>
<td>60+</td>
<td>Manned</td>
<td>South End</td>
<td>Approx 40 feet</td>
</tr>
<tr>
<td>4</td>
<td>60+</td>
<td>Manned</td>
<td>South End</td>
<td>Approx 40 feet</td>
</tr>
<tr>
<td>5</td>
<td>80+</td>
<td>Manned</td>
<td>West End</td>
<td>Approx 14 feet</td>
</tr>
<tr>
<td>6</td>
<td>80+</td>
<td>Manned</td>
<td>North End beside site screen(Right)</td>
<td>Ground level</td>
</tr>
<tr>
<td>7</td>
<td>80+</td>
<td>Manned</td>
<td>North End beside site screen(Right)</td>
<td>Ground level</td>
</tr>
<tr>
<td>8</td>
<td>80+</td>
<td>Manned</td>
<td>North End beside site screen(Left)</td>
<td>Ground level</td>
</tr>
<tr>
<td>9</td>
<td>80+</td>
<td>Manned</td>
<td>North End beside site screen(Left)</td>
<td>Ground level</td>
</tr>
<tr>
<td>10</td>
<td>90+</td>
<td>Manned</td>
<td>North End</td>
<td>Approx 40 feet</td>
</tr>
<tr>
<td>11</td>
<td>90+</td>
<td>Manned</td>
<td>South End</td>
<td>Approx 40 feet</td>
</tr>
<tr>
<td>12</td>
<td>80+</td>
<td>Manned</td>
<td>East End</td>
<td>Ground level</td>
</tr>
<tr>
<td>13</td>
<td>70+</td>
<td>Manned</td>
<td>North East or South East</td>
<td>Approx 60 feet</td>
</tr>
<tr>
<td>14 &amp; 15</td>
<td>118x4.3</td>
<td>Manned</td>
<td>Roving - RF</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>14x wide</td>
<td>Manned</td>
<td>Jimmy jib - Nearayers pavillion</td>
<td>arm length 20 feet</td>
</tr>
<tr>
<td>17 &amp; 18</td>
<td>22x</td>
<td>Tripod Locked Off</td>
<td>Near End &amp; South End</td>
<td>Approx 40 feet</td>
</tr>
<tr>
<td>19,20,21,22</td>
<td>22x</td>
<td>Scaffold Locked</td>
<td>outside boundary line(West &amp; East)</td>
<td>Approx 12 feet</td>
</tr>
<tr>
<td>23</td>
<td>Wide(HD)</td>
<td>Locked</td>
<td>Commentary box</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Superwide (Abakus)</td>
<td>Locked</td>
<td>Stadium beauty shot</td>
<td></td>
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<tr>
<td>25 &amp; 26</td>
<td>Wide(HD)</td>
<td>Locked off</td>
<td>Stumpcams</td>
<td></td>
</tr>
<tr>
<td>27 &amp; 28</td>
<td>90+</td>
<td>Manned</td>
<td>Ultramotion</td>
<td>Ground level</td>
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<tr>
<td>29</td>
<td>22x</td>
<td>Manned</td>
<td>Press conference</td>
<td></td>
</tr>
<tr>
<td>30 (Spidercam)</td>
<td>in Indore, Mumbai, Bengaluru, Hyderabad and Pune</td>
<td></td>
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</table>