

AFGHANISTAN PREMIER LEAGUE

TENDER DOCUMENT

FOR

AFGHANISTAN PREMIER LEAGUE FRANCHISE RIGHTS

FOR OWNERSHIP OF TEAMS

1. PREAMBLE

- 1.1 The **Afghanistan Cricket Board** ("**ACB**") is an organization incorporated under the laws of Afghanistan, having its registered office at Kabul International Cricket Stadium, Khan Abdul Ghani Khan Road, near to Chaman-e-Hozori, Kabul, Afghanistan, and is recognized by the International Cricket Council ("**ICC**") as the the body governing the sport of cricket in Afghanistan.
- 1.2 ACB has envisaged and conceptualized the idea of setting up, organizing, managing and promoting a T-20 cricket league to be played in Sharjah, United Arab Emirates ("**U.A.E.**"), which shall be named the **Afghanistan Premier League T20** ("**APL T20**").
- 1.3 For the purpose of organizing and promoting APL T20, ACB has brought on board Snixersports Pvt. Ltd. ("**Snixer**"), the investment partner for APL T20.
- 1.4 ACB and Snixer, together, have set up a special purpose vehicle in Dubai, **APL Sports Tournament Organizing Services L.L.C.**, a company incorporated and validly existing under the laws of U.A.E., having its registered office at Unit R2, Level 19, Conrad Hotel, Sheikh Zayed Road, Dubai, U.A.E. ("**SPV**"), APL T20 shall be owned and operated by the SPV. For the sake of clarity, the SPV reserves the right to assign and/or transfer the rights and obligations mentioned herein this Tender Document and/or any other rights and obligations pertaining to APL T20, at its sole discretion, to any new entity ACB and Snixer may jointly establish.
- 1.5 This "**Tender Document**" is a document for all persons to bid or tender for a franchise to own and operate a Team which shall participate in the matches conducted as part of APL T20. In addition, the Franchise shall be required to participate in a draft for players.
- 1.6 For the purpose of processing and executing the tender process, ACB and Snixer have jointly set up a Governing Council in accordance with the Sanctions and Rights Agreement executed between ACB and Snixer ("**Governing Council**") to oversee and manage APL T20.
- 1.7 APL T20 will initially comprise of 5 (five) Teams. The Teams will play each other during the course of the Season culminating in two semi-final matches involving the four best placed Teams with the winners of such semi-finals then playing in the finals. The number of Teams in APL T20 may be increased or decreased as described herein below. Each Team will comprise of a squad of not less than 15 players and further details relating to the requirements for each such squad are set out elsewhere in this Tender Document ("**Team**").

1.8 APL T20 shall be conducted for a duration of approximately 18 Days during the month of October or November of each year. SPV reserves the right to change the dates and venues suitably in accordance with its cricketing needs or other factors and such decision is final. The detailed rules relating to the regulation of Matches will be published separately and the decision of the SPV regarding such rules, its interpretation and implementation are final and none of the Franchise owners may raise any objection to the same.

1.8 Bids will be invited for a "**Location**", which means the district in respect of which the Franchise Holder will be awarded the tender. Whilst bidders may Bid for Franchises for up to three Locations, no bidder will be awarded more than one Franchise. A "**Franchise**" means the Franchise Holder's venture of establishing and operating the Team participating in APL T20 pursuant to and as contemplated by this Agreement, along with other agreements executed in pursuance hereto.

1.9 The Schedule for the entire bidding process is as under:

Issue of Tender Documents	July 18, 2018
Pre Bid Clarifications Deadline	August 2, 2018 – At 04:00 PM
Submission of Tender	August 14, 2018 – Before 05:00 PM
Opening of Bids commences at	August 15, 2018 – 05.00 PM
Award of Bids	August 16, 2018 – 05.00 PM
Last date for making payment of the First installment for the bid and other amounts contemplated herein	August 31, 2018 – 05.30 PM

1.10 The documents forming part of this Bid Document ("Bid Documents") are as follows:

- A. Tender Document
- B. Appendix I – Franchise Agreement
- C. Appendix II- Eligibility Letter & Affidavit
- D. Appendix III- Bid Form For Grant Of Franchise
- F. Appendix IV- Qualifying Locations
- H. Appendix V- Letter of Award

For Afghanistan Cricket Board

Secretary

1. **TENDER DOCUMENT**

1.0 **INTRODUCTION:**

1.1 The SPV, with the assistance of Sxixer, has formalized a franchise based Twenty20 cricket league as a part of its cricket development programme and pursuant to such initiative are desirous of granting Franchise rights to operate a Team. Interested persons of repute may bid and offer for Franchise rights to operate a Team for a fixed term of Ten (10) years which shall participate in the APL T20 conducted by the SPV. The terms on which the Franchise will be granted will be as per the Franchise Agreement.

1.2 The objective of APL T20 is the:

- (a) Promotion of domestic cricket and identification of cricketing talent in Afghanistan;
- (b) Assistance in development of the game of cricket in Afghanistan by honing skills of individual players and providing opportunities to cricket players, generally from Afghanistan, to participate in a competitive environment; and
- (c) Improvement and opportunity to the cricketing fraternity including umpires, coaches, scorers etc.

1.3 The SPV, ACB and/or Snixer reserve the right to conduct such other leagues similar to APL T20 during and after the term of the Franchise.

2. **ELIGIBILITY AND QUALIFICATIONS TO BID:**

2.1 **ELIGIBILITY:**

- a) All individuals over the age of eighteen (18).
- b) Entities established in and having a business (entities can be proprietary, partnership firms, companies, trusts, societies, Association of persons, Bodies of Individuals etc.).
- c) A consortia or syndicate of two or more of the class enumerated above.

2.2 **QUALIFICATIONS:**

Any person/ entity to be entitled to bid should satisfy the following minimum requirements:

- a) Should be a person of repute and good standing and the Governing Council, reserves the right to reject any person who may not, in the sole discretion of the Governing Council, satisfy this requirement.
- b) Persons should not have been convicted by any Court of Law for a criminal offence involving moral turpitude. The Persons who would be covered by the conviction referred to above include, if the bidder is a proprietorship – himself, if a partnership - any of its partners, if a company, any of its Directors, Chief Executive Officer or other responsible officials involved in the day to day operations of the Company, if an AoP or BoI, any member, and if a trust, any trustee and if a Society all person who are involved in the management of the Society. For a consortium /syndicate, this term would apply to all members of the consortium/syndicate.
- c) There should be no dues owed to the SPV, ACB and/or Snixer as on the date of the bid, or any legal proceedings pending between the SPV, ACB and/or Snixer and the bidder, nor should there have been any allegation of default of any contract that may have been entered into by and between the bidder and the SPV, ACB and/or Snixer. This clause shall apply to any parent or subsidiary of the bidder, to any director of the bidder in case the bidder is a company, to any of the partners of the bidder in case the bidder is a partnership firm, to any member in case the bidder is an Association of Person (“**AoP**”) or Body of Individuals (“**BoI**”) and to any trustee in case the bidder is a trust. For a consortium /syndicate, this term would apply to all members of the consortium/syndicate.
- d) The net worth of the bidder should not be less than \$3,000,000 (Three million US dollars) and in the case of a consortium or syndicate the total net worth of the bidder shall be the composite net worth of all members of the syndicate / consortium taken together. The bidder shall provide a Chartered Accountant’s certificate certifying that the net worth of the bidder as on 1st July 2018 is not less than \$3,000,000 (Three million US dollars).
- e) No person of the managing committee or subcommittee of the SPV, ACB and/or Snixer should be Connected to the bidder. “**Connected**” referred to herein would mean with reference to the bidder: if a proprietorship – the bidder himself; if a partnership - its partners; if a listed company, its Directors, Chief Executive Officer or other responsible officials who are involved in the day to day operations of the listed company; if an unlisted company its Directors, shareholders, chief executive officer or other responsible officials who are involved in the day to day operations of the unlisted company; if an AoP or BoI, any member of such AoP or BoI; if a trust, any trustee; and if a Society all person who are involved in the management of the Society. For a consortium /syndicate, this term would apply to all members of the consortium/syndicate.
- f) In the case of a syndicate or consortia or joint venture (whether incorporated or not), the following requires to be additionally complied with:

- (i) all members of the joint venture must sign the Tender Documents and should satisfy the conditions of the Tender Document.
- (ii) each member of the joint venture should agree to be jointly and severally bound by the terms of the Franchise Agreement and of all other terms of this Tender Document.
- (iii) a copy of the joint venture or consortia documentation should be furnished to the Governing Council.

3. BANK GUARANTEE:

- 3.1 Each Bidder shall deposit with the SPV, at the time of submission of the Bid, a rolling bank guarantee in favour of "**APL Sports Tournament Organizing Services L.L.C.**" for a sum of \$2,000,000 (Two million US dollars). Any Bid submitted without the bank guarantee shall be summarily rejected. It is made clear that irrespective of the number of locations for which Bids are submitted, the total bank guarantee which has to be deposited will remain at \$2,000,000 (Two million US dollars).
- 3.2 In the event, any bidder rescinds or withdraws his offer or modifies the bid submitted, in any manner unless specifically permitted by the terms of the Bid Documents or the bidder fails to observe or comply with the terms of the Bid Documents, or fails to submit the full franchise fee upon award of a bid, the full amount of bank guarantee shall be forfeited by the SPV.
- 3.3 Once a Franchise is awarded to any bidder, the bank guarantee shall be retained for securing the due performance by the Franchise of its obligations under the Franchise Agreement. The said bank guarantee shall not carry any interest. The same can be forfeited for any default committed by the Franchise as detailed in the Franchise agreement.
- 3.4 All bidders whose bids have not been accepted shall be entitled to refund of the bank guarantee which shall be made within 14 (fourteen) days of the award of bids.

4. GENERAL REJECTION OF BIDS:

- a) The Governing Council reserves the right to reject any or all of the bids that have been received or cancel the tendering process without assigning any reason whatsoever.
- b) In the event the Governing Council decides that any
 - (i) individual, or
 - (ii) any person, a shareholder in a company or a partner of a partnership or a member of an AoP or BoI, or a trustee of a trust or a person involved in the management of a society,

is unsuitable to be granted a Franchise, the Governing Council shall have the unfettered right to reject such a bid, of the individual or the company, partnership firm AoP, BoI, trust or society, without assigning any reason whatsoever. Any bidder who is submitting a bid shall confirm that he /it has no objection whatsoever to the exercise of discretion by the the Governing Council to reject a bid in terms of this clause and will not have the right to challenge in any legal proceedings whatsoever, any decision to reject a bid in terms of this clause.

5. BIDDING FOR MULTIPLE LOCATIONS:

- 5.1 Bidders are free to bid for a maximum of three Locations. However, a bidder will be awarded only one Location. No bidder shall have any nature of interest directly or indirectly in more than one franchise at any time during the Term of the franchise and the bidders are hereby informed that this is a fundamental term of this Tender Document as well as the Franchise Agreement.
- 5.2 The bidders are also hereby informed that in the event any of the Locations are not awarded to a bidder for any reason whatsoever including non-acceptability of a bidder, the SPV reserves the right to put up a Team for such Location/s so as to ensure that there are five (5) Teams to participate in APL T20. No bidder shall be entitled to raise any objection in this regard.

6. PRE BID CLARIFICATIONS:

- 6.1 Bidders shall be entitled to clarifications in relation to the bid and may request clarifications from the Governing Council in relations to the Bid and the Tender Documents via email queries to the following email addresses:
- a) sayfranchise@afghancricket.af
 - b) sayfranchise@aplt20.tv
- 6.2 Further all the benefits indicated in any presentation made prior to the issuance of this Tender Document are mere indications and do not represent any binding commitment from the SPV and ACB.

7. DOCUMENTS FORMING PART OF THE BIDS:

- 7.1 Each bidder shall at the time of submission of the bid submit the following documents:
- (a) Letter of Eligibility and Affidavit duly signed and notarized in the form appended hereto as **Appendix II** along with all other supporting documents as listed therein.

- (b) A duly completed and signed Bid Form for Grant of Franchise in the form appended hereto as **Appendix III**;
- (c) A separate Franchise Agreement (**Appendix I**) signed by a duly authorized representative of the bidder in respect of each Location included in the bidder's Bid Form for Grant of Franchise. In each such Franchise Agreement, bidders shall complete the following details:
 - (i) the full name and address of the bidder ;
 - (ii) the relevant Location in the first page of the Franchise Agreement;
 - (iii) the total amount of the Franchise Fee included as part of the Relevant Bid; and
 - (iv) the full name of the bidder on the signature page with the seal of the entity and initials on all the pages by the bidder or its duly authorized signatory.
- (d) Evidence that the Bid Documents including the Franchise Agreement(s) delivered as part of any Bid has/have been signed by a duly authorized representative of the bidder. (Notarized copy of the authorization for signing the Bid by way of resolution of the Board of directors in case of a company, Board of Partners in case of a Partnership firm, Board of the AoP OR BoI in case of AoP OR BoI and of the Trustees in the case of a Trust). In case of a Syndicate or Consortia, authorized representatives of all members of the consortium should have signed the same.
- (e) Chartered Accountant's certificate certifying that the net worth of the bidder as on 1st July 2018 is not less than \$3,000,000 (Three million US dollars) in terms of Clause 2.2 above.

7.2 Manner of Filling of the Bid Form along with the Franchise fee for Grant of Franchise:

(Note: Increment of 15% (Fifteen Percent) in the Franchise Fee every third year)

Each bidder must complete the following information in the Bid Form for Grant of Franchise:

- (a) The yearly Franchise Fee that the bidder is willing to pay in respect of the available Locations included in the Bid Form for Grant of Franchise for the entire Term of ten years. The yearly Franchise Fee shall be quoted for the entire Term (10 years). The Franchise Fee shall be liable for an increase of fifteen percent (15%) over and above the preceding year Franchise Fee for every third year for the Location.

The **minimum** Franchise Fee bid (exclusive of taxes) fixed for the first year of 2018 for the Locations and corresponding increase every three (3) years (calculation for illustration purpose only) shall be as follows (*all amounts in US Dollars*):

FRANCHISE	YEAR 1	YEAR 4	YEAR 7	YEAR 10
Franchise 1	1,250,000	1,437,500	1,653,125	1,901,094

- (b) Any bid that is submitted below the minimum yearly Franchise Fee fixed for each Location for the year 2018 as shown below shall be rejected. The minimum bid value for each of the Locations is as follows

FRANCHISE	Min. Bid Value
Franchise 1	\$1,250,000
Franchise 2	\$1,250,000
Franchise 3	\$1,250,000
Franchise 4	\$1,250,000
Franchise 5	\$1,250,000

- (c) The bidders are informed that the bid should be for the entire Term of 10 (ten) years. However the payments will be made on a yearly basis.
- (d) It is also to be clearly understood that all taxes, cess, or any other levies that are levied either by the State or Central government or any authority entitled to levy any tax, cess or any other levies in law would be additional and have to be paid by the Franchise Holder. It is made clear that the bidder/s shall not quote amounts, which are inclusive of taxes. The bidders are to quote amounts exclusive of taxes. The bidders would also be liable to bear all costs towards any new taxes, levies, cesses and other dues that may be imposed by the Central or State Government or any authority entitled to levy any tax, cess or any other levies in law during the term of the Franchise Agreement.
- (e) The desired Location(s) must be chosen from the list in **Appendix IV**. Each bidder shall be entitled to bid for a maximum of three (3) Locations. However each bidder has to pick up separate tender forms for each of the Location. When completing its Franchise bid form, the bidder shall specify their proposed Franchise Fee bid for each such Location in a separate tender form.
- (f) All the bidder/s must deposit with the SPV, at the time of submission of their bid/s, a minimum amount of \$1,250,000/- (One million and two hundred fifty thousand US dollars) plus taxes or any such rate as may be enforced by the government from time to time, towards advance franchise fee and a sum of \$2,000,000/- (Two million US dollars) towards the bank guarantee, as provided in Clause 3.1 above, in favour of "**APL Sports Tournament Organizing Services L.L.C.**". Any bid submitted without the minimum Advance Franchise Fee and bank guarantee shall be summarily rejected. It is made clear that in case the bidder is bidding for more than one Location, the bank guarantee will be \$2,000,000/- (Two million US dollars). Further, in case the bidder is bidding for more than

one Location, it is made clear that there is no need to deposit an advance franchise fee and bank guarantee with every Tender document, as long as the bidder has deposited it with any one of the Tender documents for any Location.

- (g) The Franchise Holder for every Location undertakes to pay the SPV, without fail and without any further demand from the SPV in this regard, the balance of the 2018 year's successfully quoted bid amount, along with all applicable taxes either original or upon re-bid, of the Franchise Fee. The Franchise Holder shall pay the differential amount between the actual Bid amount in the tender document or the re-bid amount and the Advance Franchise Fee of \$1,250,000/- (One million and two hundred fifty thousand US dollars) plus taxes or any such rate as may be enforced by the government from time to time. The balance should be paid within forty five (45) working days of the execution of the Franchise Agreement.
- (h) The SPV shall refund to all the unsuccessful bidders, the minimum Advance Franchise Fee and the bank guarantee within 14 (Fourteen) working days from the date of awarding the Franchise rights to the Franchise Holders.

8. MANNER OF SUBMISSION OF THE BID

- 8.1 Only the persons who satisfy the eligibility and qualification requirements set out in Section 2 above are entitled to participate in this tender process and to submit a bid or bids. All in-eligible bids shall be rejected summarily by the Governing Council in its absolute discretion.
- 8.2 The bidders shall deliver to the Governing Council all the documents listed in Section 7 and shall also submit the bank guarantee in the manner prescribed above.
- 8.3 The above documents in sealed covers shall be delivered by hand in person by an authorized representative of the bidder to the Governing Council at or prior to 16:00 hrs on the date fixed in the Schedule above for submission of bids. No tender in torn or mutilated condition or in unsealed covers will be accepted. All documents must be delivered at the same time and no further documents will be accepted beyond the above mentioned time and date unless otherwise decided by the Governing Council (in its discretion) in exceptional circumstances. The documents shall be enclosed in the following manner:
 - (a) The Eligibility Letter and Affidavit, and all supporting documents as listed in Appendix II should be enclosed and sealed in one envelope clearly labelled "**Envelope A - Eligibility Letter and Affidavit**".
 - (b) The Bid Form For Grant of Franchise (Appendix III), the Franchise Agreement(s) (Appendix I) should be enclosed and sealed in a separate

envelope clearly labelled "**Envelope B - Bid Form For Grant of Franchise and Franchise Agreement(s)**".

- 8.4 Both Envelope A and Envelope B shall be placed in another envelope which shall be firmly sealed and marked as follows:
"Tender Document - Afghanistan Premier League Rights"

9. AWARD OF BIDS

- 9.1 Award of bids to the bidders shall be in the manner as provided hereunder.
- 9.2 The tenders submitted by the bidders shall be scrutinized on the date fixed for opening of bids by the SPV or any person or professional that may be designated in this regard by the SPV.
- 9.3 The covers shall be opened in the presence of such authorized representatives of the bidders who have submitted their bids and who are present on the date fixed in the Schedule. The absence of any of the bidders' representative shall not delay the process of opening of tender and the same shall commence at the scheduled time indicated in this document.
- 9.4 Envelope A shall be opened first and the documents contained in Envelope A shall be scrutinized. All bids which do not satisfy the eligibility criteria or qualifications or which do not satisfy the other requirements of the tender documents will be rejected. In such cases, where the tender has been rejected, Envelope B shall not be opened and returned to the bidder.
- 9.5 Envelope B shall thereafter be opened in the presence of the authorized representatives who are present. The award of bids shall be in the following manner:
- (a) The bidder who has bid the highest franchise fee for any particular Location shall be entitled to be awarded the bid first. All other Locations or bids submitted by the bidder shall be disregarded and other bidders who have bid for the Location for which the bid has been awarded shall also be disregarded.
 - (b) The bidder who has bid the next highest franchise fee will be then awarded the Location for which the bid has been made. All other Locations or bids submitted by this bidder shall be disregarded and other bidders who have bid for the Location for which the bid has been awarded shall also be disregarded. This process will continue until bids are awarded in respect of all the Locations.
 - (c) In the event, two or more bidders have bid an equal amount of Franchise Fee for different Locations, which is the highest (after following the mechanism above), the bid shall be awarded to each of such bidders for the Location chosen by them if they are different.

- (d) In the event, two or more bidders have bid an equal amount for the same Location, such bidders shall be requested to submit revised bids in sealed envelopes for the Locations originally bid for, which revised bid shall be submitted within one-hour of a request from the Governing Council and the Location will be awarded on the basis of the highest of the said bids. In the event, that the Revised Bids again results in an equal amount, the Governing Council reserves the right to choose the Franchise Holder upon its discretion. No bidder shall in such circumstances be entitled to withdraw or reduce its original proposed Franchise Fee.
- (e) In the event that there are equal remaining highest bidders for a greater number of Locations than the corresponding remaining number of available Franchises, then the relevant bidders for such Locations will be invited to submit re-bids for the Locations originally Bid for, which revised bid shall be submitted within one-hour of a request from the Governing Council and the final Location(s) will be awarded based on the highest offers in such re-Bids. In the event, that the Revised Bids again results in an equal amount, the Governing Council reserves the right to choose the Franchise Holder upon its discretion. No bidder shall in such circumstances be entitled to withdraw or reduce its original proposed Franchise Fee.
- (f) The following is an example (for illustrative purposes only) of how franchises will be awarded. The figures below have been chosen for illustrative purposes only. X means the Location was not the subject of a Bid

(Figures in million USD)

Locations	A	B	C	D	E	F	G
Bidder 1	X	1.65	1.65	X	1.35	X	X
Bidder 2	1.20	X	X	1.42	X	X	1.45
Bidder 3	X	1.50	X	1.35	1.60	X	X
Bidder 4	X	1.40	1.20	X	X	1.40	X
Bidder 5	1.30	X	1.20	X	1.25	X	X
Bidder 6	X	1.25	X	X	X	1.40	1.60
Bidder 7	1.00	1.40	X	X	X	1.40	X
Bidder 8	X	X	X	1.25	X	1.40	1.30
Bidder 9	X	1.40	X	X	X	X	1.60

This is just an illustration and all permutations and combinations might not have been indicated in it and in case of any ambiguity the Governing Council reserves the right to interpret the same in such manner it deems fit, and the Bidders by submitting a bid agree unequivocally to the same.

- (i) The bid amount of **\$1,650,000/- (USD)** is the highest bid for all Locations which is made for Location B and Location C by Bidder 1. Bidder 1 shall be asked to choose either of the two Locations and

Bidder 1 chooses Location C. Location C is awarded to Bidder 1 and all other offers from Bidder 1 shall be treated as withdrawn. All other bids for Location C shall stand withdrawn.

(1st Franchise awarded to Bidder 1 for Location C)

- (ii) The next highest bid amount is at **\$1,600,000/- (USD)** and it is made for two Locations, i.e. Location E and Location G. the SPV in its discretion decides to award the second Franchise to Location E. It is awarded to Bidder 3 and all other offers from Bidder 3 shall be disregarded. All other bids for Location E shall stand withdrawn.

(2nd Franchise awarded to Bidder 3 for Location E)

- (iii) Location G has tied remaining highest proposed Franchise Fee of **\$1,600,000/- (USD)** from Bidder 6 and Bidder 9. Bidder 6 and Bidder 9 are therefore invited to submit re-bids and Bidder 6 submits the highest re-bid and is therefore awarded the Franchise in respect of Location G. All other bids for Location G stand withdrawn.

(3rd Franchise awarded to Bidder 6 for Location G)

- (iv) Location D has the next highest bid amount of **\$1,420,000/- (USD)** from Bidder 2. Hence Location D is awarded to Bidder 2.

(4th Franchise awarded to Bidder 2 for Location D)

- (v) Location B and Location F has the next highest bid amount of **\$1,400,000/- (USD)** from Bidder 4, Bidder 7, Bidder 8 and Bidder 9. Bidder 4, Bidder 7, Bidder 8 and Bidder 9 are therefore invited to submit re-bids and Bidder 9 submits the highest re-bid for a Location B. Bidder 9 is therefore awarded the Franchise in respect of Location B.

(5th Franchise awarded to Bidder 9 for Location B)

- (vi) Locations A and F are unsuccessful and Bidder 4, Bidder 5, Bidder 7 and Bidder 8 are unsuccessful.

9.6 In the event of the Franchise Fee included in a successful Bid being increased as a result of a re-bid (as specified above) then the relevant bidder will immediately be required to endorse an amendment to the relevant signed Franchise Agreement to reflect such increased Franchise Fee.

9.7 Each bidder who is successful in the tendering process shall be issued a Letter of Award in the form Annexed hereto as **Appendix V**. Each bidder who is awarded a Franchise shall pay the first instalment (50%) of the Franchise Fee for the annual year 2018 on or before 31st August 2018 and the remaining Franchise Fee in accordance with the Franchise Agreement.

9.8 By submitting a bid, each bidder irrevocably agrees that the above-mentioned process for the selection of winning bids for Franchises is transparent and in order.

- 9.9 The authorization document to an authorized representative to attend the bid meetings should clearly contain a clause which permits the authorized representative to re-bid and any re-bid submitted by such authorized representative shall be binding on the bidder.
- 9.10 The Governing Council strongly recommends that a duly authorized signatory from each bidder shall be available in the United Arab Emirates for the opening of the bid. If any of the authorized signatories are not present, the opportunity to submit a revised bid may be lost and consequently the bidder may not have the opportunity to be awarded a Franchise.
- 9.11 The Governing Council reserves the right to require the Franchise Holder to provide such guarantee or other security as it deems fit to guarantee the obligations of the Franchise Holder under the Franchise Agreement and the bidder shall provide such guarantee or security, failing which the Governing Council shall have the right to reject the bid.

10. PLAYER DRAFT PROCESS

- 10.1 Each bidder whose bid has been accepted and a Franchise awarded, shall be obliged and the bidder irrevocably agrees and accepts to participate in the Draft Process for players. The Auction Process process will occur in the first year and shall be valid for 2 years. At the end of two years the SPV will conduct an auction for fresh set of players and the Franchise Holder shall be obliged to participate in such auction.
- 10.2 Franchise Holders who have been awarded the franchise in respect of any one of the five Teams will be provided at the time of award of the franchise or thereafter a document which shall provide a list of cricketers ("**Player List**") available to the Franchise Holders to play in their respective Teams.
- 10.3 The Franchise Holder shall be entitled to participate in a draft along with other Franchise Holders to select cricketers listed in the Player List.
- 10.4 Each of the Franchise Holders shall compulsorily appoint a Coach, Manager and Physio for the Team so that the standard of cricket is in accordance with the present day requirements.
- 10.5 The SPV, and/or the ACB, is not providing any guarantee in relation to the availability of any players for APL T20.
- 10.6 The rules regarding the Draft Process will be shared with the Franchise Holder a minimum of one (1) week prior to the Player Auction.

11. BENEFITS/ COMMITMENTS /OBLIGATIONS OF THE FRANCHISE HOLDER:

11.1 It is made clear that the commitments or obligations of the Franchise Holder are definite and defined in this Tender Document as well as the Franchise Agreement. The benefits or actual income that the Franchise may earn depends on various factors including economic factors, ability to market, brand etc. which cannot be determined with any form of certainty and could vary from year to year and Franchise to Franchise. The following benefits as more fully detailed in the Franchise Agreement appended hereto will be granted to each of the Franchise Holders of APL T20 during the term of the Franchise Agreement.

A: BENEFITS TO THE SUCCESSFUL FRANCHISE HOLDER:

- a) The Franchise Holders are entitled to a share in the central sponsorship collections of the SPV from the APL T20. Central Sponsorship shall mean and include the sponsorship amounts received on account of title sponsorship, co-sponsorship, umpire sponsorship rights and stadium advertisement rights, and media rights. The Franchise Holders shall be entitled to 50% (fifty percent) of the Central Sponsorship Collections, which shall be distributed equally among all Franchise Holders.
- b) The Franchise Holders, together, shall be entitled to 50% (fifty percent) of the gate collections made at the matches/events of APL T20 for each season, which shall be divided between all the Franchise Holders, equally.
- c) During all the matches in the APL T20, each Franchise Holder shall be entitled to perimeter boards (the no. of such perimeter boards shall be solely determined by the SPV) at the ground level in connection with the exploitation of the franchise rights subject to a maximum of two (2) such boards where there is conflict with any person who has been granted any of the central rights. The cost of making and placing the board will be that of the Franchise Holder.
- d) During all the matches in the APL T20 each Franchise Holder will be entitled to certain number of upper tier banners, solely at the discretion of the SPV, that can be placed at the designated spaces, during the entirety of APL T20. The entire cost of making the banners will be borne by the Franchise Holder.
- e) The winner and the runner-up of APL T20 will be entitled to a prize money, the quantum of which shall be decided by the SPV at its absolute discretion. The same will be announced before the start of APL T20. The tentative indications of the prize money are as follows:
 - (i) Winner – \$500,000/- (Five Hundred Thousand US Dollars)
 - (ii) Runner-up- \$300,000/- (Three Hundred Thousand US Dollars)
- f) It is to be clearly understood that any taxes, cesses or any other levies that are to be paid on the above will be collected from the Franchise Holder and remitted to the Government (either state or central).

g) It is further understood that the Franchise Holders are on their own independently entitled to the following:

- (i) Team Sponsorship;
- (ii) Apparel Sponsorship;
- (iii) Logo on the chest, Back of the t-shirt and Non-leading arm; and
- (iv) Entitlement to Publicity and hospitality.

B. COMMITMENTS AND OBLIGATIONS OF THE FRANCHISE HOLDER:

a) The Franchise Holder shall be wholly and entirely responsible for all costs relating to the Team including those arising from the following:

- (i) Team clothing / apparels;
- (ii) Team transportation and travel, daily allowance, insurance, hospitality/ accommodation;
- (iii) Costs pertaining to the Manager, Coach, Physio-therapist and other staff;
- (iv) Cricket kits, accessories etc., for the Team;
- (v) Administration and communication costs;
- (vi) Team building costs;
- (vii) Brand building costs;
- (viii) Advertisements costs;
- (ix) Promotional activities costs;
- (x) Fan Following;
- (xi) Rents, rates, taxes, maintenance costs; and
- (xii) All other costs whatsoever, arising from the performance of the Franchise's obligations in terms hereof.

b) The successful Franchise Holder shall deposit along with the first installment of the bid amount an amount of \$800,000 (Eight Hundred Thousand US dollars), to the SPV, in favor of "APL Sports Tournament Organizing Services L.L.C." being the maximum amount for Player Draft. If the Franchise Holder has not utilised the entire amount at the Player Draft and for Pool B, the balance will be returned to the Franchise Holder within 10 (ten) days of the completion of the Player Auction. All payments to the players shall be made by the SPV.

- c) The Franchise Holder shall be liable to pay the Franchise Fee and all other sums that are to be paid to the SPV in terms of the Franchise Agreement on or before the dates fixed in the Franchise Agreement for the 2nd to 10th year, at least three months before the start of the season for each year. The Franchise shall also deposit all amounts payable to the Players to "APL Sports Tournament Organizing Services L.L.C." for the 2nd to 10th year at least three months prior to the start of the season for each year.
- d) The Franchise Holder shall not resort under any circumstances to any acts which goes against the spirit of the game of cricket or the laws of cricket or code of conduct including giving walkovers, not arriving to the stadium on time, disrespect to umpires etc. The Franchise Holder shall also comply with all rules and regulations that the SPV may impose for the conduct of the APL T20.
- e) The Franchise Holders shall not take part in acts such as match-fixing, Anti Doping Rule Violations etc. Violation of these terms will result in their termination of the agreement. The Franchise Holder can not challenge the same in court.
- f) A Franchise Holder shall not be entitled to sell or transfer his/her/its Franchise for a minimum period of 3 years. A Franchise shall however be entitled to dilute up to 49% of his/her/its stake or interest one year after the Franchise is awarded. However, such dilution cannot be done in favour of any other unsuccessful bidder, provided always that such other person in whose favour dilution is contemplated, shall also be a person who satisfies the requirements of this Tender Document. Further a Franchise shall compulsorily obtain consent of the SPV prior to any dilution or transfer.
- f) It is also made clear that all the obligations and duties of the bidders are dealt with more elaborately in the Franchise Agreement and each of the obligations and duties of the bidder have to be complied by them from time to time and during the entire term of the agreement.

12. SUFFICIENCY OF INFORMATION

The SPV does not provide any warranty or representation (express or implied) in relation to the correctness, accuracy etc., of the information provided in the Bid Documents and the bidder shall be responsible for making individual verification of all the information contained in the Bid Documents. Neither the SPV nor any of its/their associates, agents, employees or representatives will be liable for any claims, loss or damages suffered by any bidder, as a result of reliance on any information contained in the Bid Documents or otherwise.

13. AMENDMENT

The Governing Council reserves the right to amend, vary, alter or change the terms of the tender documents and any such change that is so made will be communicated to each of the bidders, prior to submission and/or acceptance of the bid. All such changes, alterations etc., shall be binding on the bidders.

14.0 **LIMITATION OF LIABILITY**

Under no circumstances shall the SPV, ACB or APL T20 be liable for any indirect losses, loss of profit or expenses of any kind suffered by the Franchisee.

15.0 **RESOLUTION OF DISPUTES**

15.1 Any or all disputes that may arise as between the SPV, through the Governing Council, and any bidder in relation to the Tender Document shall be resolved by mutual negotiations and upon failure of such mutual negotiations by arbitration. If the parties fail to agree upon a sole arbitrator, such arbitrator shall be appointed by the Chairman of the the SPV. The venue of arbitration shall be London and the proceedings shall be conducted in the English language.

15.2 Subject to arbitration, courts at London shall have exclusive jurisdiction over all matters in this Tender Document.

16.0 **BINDING NATURE**

Each bidder by the act of submission of the bid agrees that it has read the terms of the Bid Documents in its entirety and confirms that the terms of Tender document shall be binding on the bidder upon submission of a bid in terms as specified above. The annexures to the Bid Documents are part and parcel of the information provided and the same shall also be taken note of by the bidder.

17.0 **CONFIDENTIALITY:**

17.1 All Confidential Information that may be provided by the SPV, Governing Council, or ACB in any manner whatsoever shall be kept in absolute confidence and shall not be disclosed to any person by the bidder.

17.2 "**Confidential Information**" means all information in whatever form (including, without limitation, written, oral, visual or electronic) relating directly or indirectly to the content of the discussions between the SPV/ACB/Governing Council and the bidder relating to this Bid and/or any Franchise Agreement

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FRANCHISE AGREEMENT

This Franchise Agreement ("**Agreement**") is made and executed at _____ this ____ day of _____, 2018.

BY AND BETWEEN

APL Sports Tournament Organizing Services L.L.C a company incorporated and validly existing under the laws of U.A.E., which is a special purpose vehicle formed between Afghanistan Cricket Board and Snixer Sports Events Marketing L.L.C., having its registered office at Unit R2, Level 19, Conrad Hotel, Sheikh Zayed Road, Dubai, U.A.E. (hereinafter referred to as the "**League Owner**" or the "**SPV**", through its authorised signatory Mr. [*name*], which expression shall include its successors and permitted assigns) of the **FIRST PART**;

AND

_____, a company registered under _____ having its offices at _____

_____ (hereinafter referred to as the "**Franchise Holder**", through its authorised signatory _____, which expression shall include its successors and permitted assigns) of the **SECOND PART**.

In this Agreement, League Owner and the Franchise Holder are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**".

WHEREAS

- A. The Afghanistan Cricket Board ("**ACB**") is the sole and official controlling body for the sport of cricket in Afghanistan and is recognized by the International Cricket Council ("**ICC**") and the Asian Cricket Council ("**ACC**").
- B. Pursuant to ACB's primary objective of development and promotion of the sport of Cricket and talent in Afghanistan, ACB has conceptualized a domestic Twenty20 cricket competition to be played in the U.A.E., known as the Afghanistan Premier League T20 ("**APL T20**" and/ or the "**League**"), as part of its cricket development programme.
- C. For the purpose of organizing and promoting APL T20, ACB has brought on board Snixer Sports Events Marketing L.L.C. ("**Snixer**"), the investment partner for APL T20 and ACB and Snixer have signed a Sanctions and Rights Agreement dated 3rd April, 2018.
- D. ACB and Snixer, together, have set up a special purpose vehicle, **APL Sports Tournament Organizing Services L.L.C**, in the U.A.E. and APL T20 shall be owned and operated by the SPV.

- E. For the purpose of processing and executing the tender process, ACB and Snixer have jointly set up a Governing Council in accordance with the Sanctions and Rights Agreement ("**Governing Council**") to oversee and manage APL T20.
- F. In furtherance thereto, Governing Council has floated the Tender Document, seeking offers from potential franchise holders to establish and operate a team forming part of the APL T20;
- G. Based on the various parameters, the Franchise Holder submitted a bid in accordance with the Tender Document, and based on the satisfaction of conditions and representations made by the Franchise Holder in the Tender Document, and subsequent discussions thereto, the Governing Council has granted the Franchise to the Franchise Holder for the Location;
- H. The SPV and the Franchise Holder have decided to enter into this Agreement recording the terms governing the ownership and management of a franchise by the Franchise Holder in relation to a participating Team in APL T20 on the following terms and conditions.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND AGREEMENTS SET FORTH HEREIN, THE PARTIES HERETO AGREE AND THIS AGREEMENT WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

In this Agreement, unless the context otherwise requires, the following expressions shall have the meanings assigned to them below:

1.1 Definitions

- a) "**ACB**" shall mean the Afghanistan Cricket Board or the national governing body for the sport of cricket in Afghanistan;
- b) "**APL T20**" means the Twenty20 cricket league established by the SPV, and anticipated to be held in the Season as may be determined by the SPV;
- c) "**Agreement**" shall mean this Franchise Agreement and includes any amendments made and Schedules/ Annexures appended hereto in the manner prescribed herein;
- d) "**Applicable Laws**" shall mean the applicable central, state and local laws of U.A.E., including the rules, regulations and guidelines issued by any Emirati governmental, regulatory, executive and judicial and other statutory authorities;

- e) **"Arbitration Notice"** shall have the meaning assigned to the term in Article 15.2 of this Agreement;
- f) **"Business Day"** shall mean any day (other than a Saturday or Sunday) on which banks are generally open for business in Sharjah, as the case may be;
- g) **"Central Associate Agreement"** shall mean any agreement or arrangement other than a License Agreement whereby any person acquires or is otherwise granted any of the Central Rights and **"Central Associate"** shall be construed accordingly;
- h) **"Central Pool"** shall mean the amount of income received by the League Owner in operating APL T20 each Season, as more fully described at Schedule 4 hereunder;
- i) **"Central Rights"** shall mean those rights relating to APL T20 of which the League Owner has reserved the exclusive right to monetize, exploit, use as per its sole discretion, as more fully specified at Schedule 1 hereunder;
- j) **"Central Rights Income"** shall mean the amount of income (excluding tax) received by the League Owner in respect of the Central Rights for each year during the Term;
- k) **"Change of Control"** shall be deemed to have occurred if:
 - i. any Person, who Controls the other Person, ceases to do so;
 - ii. a different Person acquires Control of such other Person; or
 - iii. any Person acquires Control of such other Person in circumstances where no Person, previously Controlled such other Person.

For the purposes of determining whether there has been any Change of Control, all of the members of any consortium, partnership or joint venture which has any direct or indirect interest (including through trusts, societies and other entities) in such other Person shall be deemed to be one Person;

- l) **"Confidential Information"** shall have the meaning assigned to the term in Article 12.1 of this Agreement;
- m) **"Control"** shall mean the ability of any Person, whether directly or indirectly, to secure that the affairs of another Person are conducted in accordance with the wishes or direction of such first mentioned Person and shall include:

- i. by means of holding more than fifty percent (50%) shares or any other securities or the possession of more than fifty percent (50%) voting power in such other Person;
- ii. by means of majority representation on the board of directors of such other Person;
- iii. by way of any power conferred by any constitutional document of such other Person; and
- iv. by virtue of any contractual arrangement, whether written or otherwise;

It is hereby clarified that minority shareholder protections granted to a Person holding not more than fifty percent (50%) in such other Person by way of veto rights, shall not be construed as "Control".

- n) "**Dispute**" shall have the meaning assigned to the term in Article 15.1 of this Agreement;
- o) "**Draft Commissioner**" shall mean such person appointed by League Owner for the purposes of conducting the Player Draft Process in accordance with the provisions of this Agreement;
- p) "**ECB**" shall mean the Emirates Cricket Board or the national governing body for the sport of cricket in the U.A.E.;
- q) "**Event(s)**", for any Season, events shall mean all events relating to such Season of APL T20, including player draft, opening and closing ceremonies, press conferences, promotional events and all Matches;
- r) "**Force Majeure Event**" shall mean and include, without limitation, rain, snowfall, storm, fire, earthquake, flood, epidemic, strike, riot, civil disturbance, war, terrorism, civil commotion, acts of God and any other event or combination of events or circumstances beyond the control of a Party which cannot by the exercise of reasonable diligence, or despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform its obligations under this Agreement, including change in Applicable Law, regulations or policies of the Government, or court order or other acts of any Governmental Authority which are beyond the control of any Party;
- s) "**Franchise**" shall mean that business of the Franchise Holder which pertains to establishing, owning, operating and maintaining a Team pursuant to and as contemplated by this Agreement;

- t) **"Franchise Fee"** shall have the meaning assigned to the term in Article 8.1 of this Agreement;
- u) **"Franchise Group Company"** shall have the meaning assigned to the term in Article 9.2(f) of this Agreement;
- v) **"Franchise Marks"** shall mean the Franchise name and logo and any other copyrighted, designed or trade-marked material, pertaining to the Franchise created and belonging to the League Owner, however licensed to the Franchise Holder;
- w) **"Franchise Products"** shall mean such products bearing the Franchise Marks, individually or in conjunction with the League Marks, which are sold by or on behalf of the Franchise Holder;
- x) **"Gate Receipts"** shall mean all sums paid by any spectator to watch an APL T20 Match or any play-off Match, being held at the stadium hosted by the League Owner;
- y) **"Governing Council"** shall mean the supreme committee of APL T20, established by the League Owner to control and oversee the operations of APL T20;
- z) **"ICC"** means the International Cricket Council or the international governing body for the sport of cricket worldwide;
- aa) **"Indemnified Persons"** shall have the meaning assigned to the term in Article 13.1 of the Agreement;
- bb) **"Indemnifying Party"** shall have the meaning assigned to the term in Article 13.1 of the Agreement;
- cc) **"Injury"** shall mean any injury or illness affecting the Player, which prevents the Player from participating (i) in any Season for which such Player forms part of the Team; or (ii) any Match held as a part thereof in which the Team is competing, and the term **"Injured"** shall be construed accordingly;
- dd) **"Interest"** shall mean direct or indirect ownership of any economic interest or stake in, or equity share capital or other voting securities of, any Person;
- ee) **"Laws of Cricket"** shall mean the Laws of Cricket or such further revisions thereof as may come into force from time to time, as adopted and implemented by the League Owner;
- ff) **"League"** shall have the meaning assigned to the term in Recital B of this Agreement;

- gg) **"League Marks"** shall mean the official marks and emblems associated with APL T20, including the logos of APL T20, League Owner and/or ACB and/ or ECB, as identified in Schedule 6 of this Agreement, as well as the composite on-air logo of APL T20 which would include the name of the title sponsor, ACB and/ or ECB, co-sponsors including translations and any permutations and derivations of such marks/emblems/logos. The League Owner may, at its sole discretion, by written intimation to the Franchise Holder, add or delete further marks and/or emblems to or from the League Marks;
- hh) **"League Partner"** shall mean any person who has entered into a commercial arrangement or agreement with League Owner with respect to APL T20, including any sponsor, official supplier, merchandiser, licensee, concessionaire or broadcaster or other media partner appointed by the League Owner in connection with APL T20;
- ii) **"League Product"** shall mean the products under a licensing programme of the League Owner, where it shall license rights to sell any products or merchandize of any kind bearing the League Marks.
- jj) **"Legal Requirement"** shall mean all laws, statutes, rules, regulations, permits, licenses, authorizations, directions and requirements of any government or regulatory authority that may at any time be applicable to this Agreement, the Franchise Holder, the Franchise, the Team, the Franchise Holder's operations, including without limitation in relation to the Franchise Holder's legal constitution, articles of association, employees, building, health, safety and environmental matters;
- kk) **"Location"** means the province of Afghanistan in respect of which the Franchise Holder has been awarded the bid under the Letter of Award and is described in **Schedule – 8** hereto;
- ll) **"Loss(es)"** shall mean any losses, liabilities, claims, damages, costs and expenses, including reasonable legal or professional fees and disbursements in relation thereto, but excludes any special, exemplary, punitive, indirect or consequential losses or damages;
- mm) **"Match"** shall mean any match forming part of any Season of APL T20, wherein without having regard to the duration of the play, the whistle for starting the match has been blown;
- nn) **"Match Day"** shall mean each day during any Season on which any number of Matches are held;
- oo) **"Owner"** shall have the meaning assigned to the term in Article 9.2(f) of this Agreement;
- pp) **"Party"** and **"Parties"** shall have the meanings assigned to the terms in the preamble to this Agreement;

- qq) **"Person"** shall mean any individual, entity, joint venture, company (including a limited liability company), corporation, partnership (whether limited or unlimited), proprietorship, trust or other enterprise (whether incorporated or not), union, association or Governmental Authority, and shall include their respective successors and, in case of an individual, shall include his/her legal representatives, administrators, executors and heirs and, in case of a trust, shall include the trustee or the trustees, from time to time;
- rr) **"Player(s)"** shall mean each and all of the players identified by the League Owner, with the co-operation of ACB and/ or ECB and other contracted third parties, who form a part of the competing teams in APL T20;
- ss) **"Player Characteristics"** shall mean the name, reputation, nickname, fame, imagery (whether still or moving), shirt number, signature, voice and any other portrayal or characteristics of any kind of any Player, whether real or virtual and in any format whether in film, by way of a photograph, virtual, electronic or otherwise;
- tt) **"Player Fee"** shall mean the remuneration paid to each Player by the League Owner for participation in APL T20;
- uu) **"Player Draft Process"** shall mean the process by which the Franchise Holder and the other franchise holders will seek to obtain the services of the Players, full details of which shall be made available to the Franchise Holder by the League Owner reasonably in advance and in any case, before conducting such process and the terms 'bid' or 'bidding' shall be construed as provided in the details made available;
- vv) **"Premiums"** means items of co-branded merchandise (League Marks and Franchise Marks) which are not within the Franchise Products category that are to be used to promote the sale of League Products and/or Franchise Products;
- ww) **"Request"** shall have the meaning assigned to the term in Article 15.1 of this Agreement;
- xx) **"Sanctions and Rights Agreement"** shall have the meaning assigned to the term in Recital C of this Agreement and shall include any amendments made thereto;
- yy) **"Season"** shall mean the period of time in each year, (which shall usually be October), during which Matches are played between the various teams participating in APL T20, commencing from the day of the first Event of the relevant year and ending on the day of the last Event of the relevant year;

- zz) "**Senior Officers**" shall have the meaning assigned to the term in Article 15.1 of this Agreement;
- aaa) "**Successor**" shall have the meaning assigned to the term in Article 3.2 (b) of this Agreement;
- bbb) "**Team**" shall mean a team of fifteen (15) Players (or such number of Players as may be specified by the League Owner in the rules and regulations governing APL T20) representing the Franchise in any Match; and
- ccc) "**Term**" shall have the meaning assigned to the term in Article 2 of this Agreement.
- ddd) "**Tender Document**" means the document titled "Tender Document for Afghanistan Premier League T20 Franchise Rights for Ownership of Teams" issued by the League Owner;
- eee) "**Year**" means each twelve (12) month calendar period (or part thereto) from 1 January- 31 December during the Term except that the first year shall be from date of this Agreement to 31 December 2018.

1.2 Interpretation

Unless the context of this Agreement otherwise requires or unless otherwise explicitly stated herein:

- a. words of any gender are deemed to include those of the other gender;
- b. words using the singular or plural number also include the plural or singular number, respectively;
- c. the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- d. the term "Article" or "Clause" refers to the specified clause of this Agreement, the term "Recital" refers to the specified recital to this Agreement, and the term "Schedule" refers to the specified schedule to this Agreement. The terms "Article" or "Clause" have been used interchangeably in this Agreement;
- e. headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- f. reference to the word "include" or "including" shall be construed without limitation;

- g. any word or phrase defined in the body of this Agreement, as opposed to being defined in Article 1.1, shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context;
- h. when any number of days is prescribed in any document, the same shall be reckoned exclusive of the first and inclusive of the last day;
- i. the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;
- j. all provisions of this Agreement shall be interpreted and construed in accordance with their meanings, and not strictly for or against any Party, regardless of which Party may have drafted this Agreement or a specific provision hereof;
- k. references to statutory provisions shall be construed as meaning and including references to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to such statutory provisions.

2. TERM

- 2.1 This Agreement shall come into effect upon execution hereof by both Parties and shall continue to be valid for a period of ten (10) years with one (1) Season each Year, unless terminated earlier in accordance with Article 10 or extended in accordance with Article 5.1(a) of this Agreement ("**Term**") and/or the provisions of this Article 2.
- 2.2 The League owner shall, a minimum of twelve (12) months prior to the end of the Term, determine at its sole discretion, whether it wishes to continue hosting APL T20 for an additional period of five (5) Seasons. In the event the League Owner decides to continue hosting APL T20, it shall give the Franchise Holder the right of first refusal to own a Franchise by sending to the Franchise a written notice of its intention to do so. The Franchise Holder shall intimate the League Owner, in writing, whether the Franchise Holder wishes to continue owning the Franchise and such intent shall be conveyed to the League Owner, a minimum of 9 (Nine) months prior to the end of the Term.
- 2.3 The Franchise Holder, on its expression of interest to continue owning the Franchise for an additional term of five (5) Seasons, shall be liable to pay an amount equivalent to one hundred and fifty percent (150%) (or such figure as maybe solely determined by the League Owner and conveyed to the Franchise Holder at the time of conveying intent to continue APL T20 in accordance with Clause 2.2) of the Franchise Fee that is being paid

under this Agreement. The Parties may then execute a new franchise agreement at the stipulated time to finalize the terms and conditions of such ownership.

- 2.4 In the event the Franchise Holder refuses to continue to own a Franchise, the League Owner shall have the absolute right to call for fresh bids in respect of the Franchise or award the Franchise to any person of its choice as it may deem fit.
- 2.5 In the event the Franchise Holder refuses to continue to own a Franchise and/or upon termination of this Agreement, the Franchise Holder shall transfer to the League Owner all the Intellectual Property Rights, pertaining to the Franchise, vesting with the Franchise Holder and it shall be the sole discretion of the League Owner to assign these Intellectual Property Rights to the Successor and/or third party.

3. RIGHTS AND OBLIGATIONS OF THE FRANCHISE HOLDER

- 3.1 On the terms and subject to the conditions hereinafter and the Tender Document, the League Owner hereby grants to the Franchise Holder during the Term all rights associated with the Franchise, including the right to remain the sole Franchise Holder for the Location and thereby manage the Team participating in APL T20.
- 3.2 The Franchise Holder hereby accepts the ownership of the Franchise and undertakes to fulfill, during the Term, following rights and obligations hereunder and pursuant to the rules and regulations governing each Season of APL T20:
 - a. the right to receive the list of all players registered with APL T20, fifteen (15) days before the start of Player Draft Process;
 - b. the right to carry on the Franchise, subject to and in accordance with the terms of this Agreement and in a manner that is consistent with the rules and regulations governing each Season of APL T20;
 - c. subject to Article 3.2 below and other provisions of this Agreement, the exclusive ownership rights over the Franchise and all other rights that are directly associated with such ownership;
 - d. the right to promote APL T20, the Franchise and the Matches in accordance with the terms of this Agreement;
 - e. the Franchise Holder shall also be entitled to the Franchise rights as more specifically laid out at Schedule 2 and Schedule 3 herein below.
 - f. the right to receive a copy of the rules and regulations governing APL T20, the Franchise and the Matches, and any modifications or amendments thereto, as soon as reasonably practicable and in any

case prior to the commencement of each Season of APL T20, provided however any such modifications or amendments contemplated by the foregoing shall be in relation to the playing conditions, conduct and procedure for the improvement of the Matches. No modifications or amendments to the said rules and regulations shall be made which modifies any provision of this Agreement unless such modification or amendment is signed in writing by both the Parties in accordance with Article 17.6 of this Agreement.

- g. The right to use the Franchise Marks and add to it any sponsor logo.
- h. The right to use Players and Player Characteristics for promotional purposes including but not limited to fulfilling Franchise sponsor obligations, marketing of franchise, earning revenues, only for the Season in which such Player is participating and for a period of ten (10) months thereafter. For the sake of clarity, no such use of a Player for promotional purposes shall be done in a manner such that it hampers the Player's performance in APL T20 and/or make void any insurance policy purchased by the League Owner for the benefit of the Player and/or League Owner. In the event the use of by the Franchise Holder of the Player hampers the Player's performance and/or makes void any insurance policy, the Franchise Holder shall compensate the League Owner for the same.

3.3 The Parties hereby agree that:

- a. The Franchise Holder shall not, have the right to sell, assign, license or otherwise transfer the Franchise to any third party(ies) or effect a Change of Control of the Franchise or of itself for a minimum period of 3 (three) years. The Franchise Holder shall however be entitled to dilute up to 49% of his/her/its stake or interest 1 (one) year after the Franchise is awarded. However, such dilution cannot be done in favour of any other unsuccessful bidder for the Franchise, provided always that such other person in whose favour dilution is contemplated, shall also be a person who satisfies the requirements of the Tender Document. Further a Franchise shall compulsorily obtain consent of the League Owner prior to any dilution or transfer.
- b. On a transfer after the abovementioned period of 3 (three) years, the Franchise Holder, for each transfer, shall pay to the League Owner an amount equal to ten percent (10%) of the Net Gain on such third party assignment, license or otherwise transfer. For the sake of clarity, the value for which the Franchise Holder may assign, license or otherwise transfer the Franchise to any third party shall be approved in writing by the League Owner and the Franchise Holder shall under no circumstances assign, license or otherwise transfer for the Franchise for less than such approved value.

“Net Gain” shall mean the gross amount received by the Person assigning, licensing or otherwise transferring the Franchise less the cost of the acquisition thereof.

- c. In the event the transaction under Article 3.3(a) results into assignment, license or transfer of the Franchise from the Franchise Holder to another Person, including to an Affiliate (the **“Successor”**), then the Franchise Holder shall cause such Successor to enter into a novation agreement novating this Agreement or the then existing franchise agreement in favour of the Successor.
- d. Any assignment, license or transfer or Change of Control not in compliance with this Article 3.3 shall be null and void.

3.4 All rights, other than those expressly granted to the Franchise Holder under this Agreement (as set out at Schedule 2 and Schedule 3 below), are reserved by the League Owner and the League Owner shall be free to exploit (including by way of licensing, assigning, etc. such rights to third parties) such rights in its absolute and sole discretion, in the best interest of APL T20 and the franchise holders.

3.5 The Franchise Holder hereby agrees and acknowledges that, during the Term, the Franchise Holder shall in respect of each Season:

- a. be wholly and entirely responsible for all costs relating to the Team including but not limited to those arising from the following:
 - i. team clothing / apparels;
 - ii. team transportation and travel, daily allowance, insurance, hospitality/ accommodation;
 - iii. cricket kits, accessories etc., for the team;
 - iv. administration and communication costs;
 - v. team building costs;
 - vi. brand building costs;
 - vii. advertisements costs;
 - viii. promotional activities costs;
 - ix. fan following;
 - x. rents, rates, taxes, maintenance costs; and

- xi. all other costs whatsoever, arising from the performance of the franchise holder's obligations in accordance with the terms hereof;
- b. select and appoint in accordance with any rules that may be prescribed by the League Owner in this regard. Each Franchise Holder shall be responsible for negotiating with such coach as regards the terms and conditions of his/her engagement and shall appoint such coach reasonably prior to the commencement of the relevant Season. The Franchise Holder shall be responsible for paying the salary of the coaches and such salary shall not form a part of the Franchise Fee being paid by the Franchise Holder to the League Owner.
- c. procure insurance policies of sufficient amounts for the support staff including manager, physio-therapist, coaches and any other relevant members of the Team (other than those being procured by the League Owner for the Players) to cover all medical expenses arising out of the performance of their obligations in relation to APL T20;
- d. ensure that the League Owner and, at the request of the League Owner, any League Partner, has the right to use the Player Characteristics of each Player forming part of the Team solely for the purposes of promotion of APL T20 and its Matches, at no extra cost to the League Owner or such League Partner;
- e. provide the League Owner and, at the request of the League Owner, any League Partner, with access to each Player forming part of the Team before and after each Match in which the Team is participating, solely for the purpose of creating audio visual promotions, media interactions, ad films and any other promotional activity in relation to APL T20, at no extra cost to the League Owner or such League Partner;
- f. provide to the League Owner and, at the request of the League Owner, provide any League Partner with, access to each Player forming part of the Team for ad-shoots and attending and participating in television programs organized by the League Owner and/or such League Partner in relation to APL T20, the cost for which (at reasonable actuals for travel, board and lodging, as may be required if a Player is required to travel for this purpose) shall be borne by such League Partner. The Franchise Holder shall also ensure that each Player forming part of the Team provides any other similar support, as reasonably requested by the League Owner from time to time, to the League Owner and/or any League Partner, solely for the purpose of promoting or increasing the viewership of APL T20; and
- g. ensure that, solely for the purpose of promoting or increasing the viewership of APL T20, the League Owner and, at the request of the

League Owner, any League Partner shall have the right to photograph the Player, both individually and as a member of the Team, as well as the right to film, televise, photograph, identify and otherwise record the Player and his performance during the Matches and periods ancillary thereto, including training and press conferences, under the conditions laid down from time to time by the Franchise Holder and/or the League Owner, as well as the right to further sub-license or assign such rights, at no extra cost to the League Owner or such League Partner.

3.6 The League Owner agrees and understands that it shall have the right to reserve, for each Match Day and non Match Day seats at the stadium or venue for use by the Franchise Holder, the number of which shall be determined solely by the League Owner.

3.7 It is hereby agreed between the Parties:

- a. Central Pool shall be shared in the manner that 50% (Fifty Percent) of the Central Pool for all the Seasons of the Term shall be divided equally amongst all Franchise Holders for the relevant Season, and the remaining 50% (Fifty Percent) shall be retained by the League Owner.
- b. In the event that the League Owner decides to increase the number of Franchise Holders for any Season during the Term of this Agreement, the entitlement to the Central Pool as per the relevant Season in accordance with the above, shall be shared equally with all Franchise Holders, including such new Franchise Holders, participating in the relevant Season.
- c. The Franchise Holder shall deposit, along with the first installment of the Franchise Fee, a sum of \$800,000 (Eight Hundred Thousand US dollars) towards the Player Draft Process to the League Owner. If the Franchise Holder has not utilised the entire amount at the Player Draft Process then the League Owner shall return the balance to the Franchise Holder within Fourteen (14) working days of the completion of the Player Draft Process. All payments to the players shall be made by the League Owner directly.
- d. In the event the League Owner has already paid any amount to a Player in respect of the 2018 season, the League Owner shall be entitled to deduct from the amount deposited by the Franchise Holder with the League Owner in terms above, the sum already paid by the League Owner to the Player and pay the balance to such Player

4. INTELLECTUAL PROPERTY LICENSE

- 4.1 The League Owner hereby grants to the Franchise Holder, only for the duration of the Term, a sub-licensable, irrevocable and royalty free right to use the League Marks, (only in the format prescribed by the League Owner and in accordance with the brand guidelines circulated to the Franchise Holder by the League Owner), solely in connection with APL T20 throughout the world, for the purposes of commercial gain including merchandizing, advertising, marketing, organizing and conducting events or other promotional activities relating to APL T20 and/or Team.
- 4.2 Save as provided for in this Article 4, this right shall not be assigned, licensed or otherwise transferred by the Franchise Holder to any third party(ies), except with the express written consent of the League Owner. Subject to Article 11.6, the license granted to the Franchise Holder under this Article 4 shall expire after the Term of this Agreement.
- 4.3 The Franchise Holder acknowledges that the Franchise Holder has an obligation to build, maintain and protect the reputation of APL T20 and the League Marks and that in order to accomplish this, the Franchise Holder must assure itself that the League Marks will only be used in connection with Franchise Products and activities which are of a nature, style, design and quality acceptable to the League Owner. The Franchise Holder shall not market, promote, distribute, sell or grant any right or license in respect of any Franchise Products, which bear the League Marks without the League Owner's prior written approval. The Franchise Holder acknowledges and agrees that other franchise holders of APL T20 will also be granted rights to sell products bearing the League Marks.
- 4.4 The Franchise Holder shall, at its own cost, submit to the League Owner, for its prior examination and approval, a sample of each proposed Franchise Product which bears any League Mark(s), together with all proposed packaging, containers, Premiums, labels, trademarks, trade names, logos, designs or endorsements to be used in connection with such proposed Franchise Product. The Franchise Holder shall reimburse the League Owner for any import duties, shipping charges or other costs or expenses that may be incurred by the League Owner in connection with the delivery of such samples to the League Owner.
- 4.5 If any defect or other issue which reflects unfavorably upon the League Owner, APL T20, the League Marks or the Franchise Marks arises in relation to any Franchise Products or activities carried out by the Franchise Holder in connection with the usage of the League Marks and/or the Franchise Marks, the League Owner shall have the right to require the Franchise Holder to correct such defects or resolve such issues, as soon as possible, failing which the League Owner shall have the right to withdraw its approval to such Franchise Products. The Franchise Holder shall, at the request of the League Owner, submit to the League Owner current production samples of Franchise Products which bear any League Marks and/or Franchise Marks so that the League Owner may ascertain compliance with required quality standards.

- 4.6 The Franchise Holder shall cause to be imprinted irremovably and legibly on each Franchise Product bearing any of the League Marks and/or Franchise Marks and on all material used in connection therewith, including, but not limited to, advertising, promotional, packaging and wrapping material, adhesive-backed stickers and hangtags, and any other such material wherein the League Marks and/or Franchise Marks appear, the designation ® or ™ or such other designation as the League Owner deems appropriate to protect such League Mark and/or Franchise Mark, together with a statement that such League Mark(s) are being used pursuant to grant of a license from the League Owner.
- 4.7 The Franchise Holder shall not publish or in any manner distribute any advertising or promotional materials of any kind relating to any Franchise Product, which bears any League Mark, until such materials have been approved in writing by the League Owner. The Franchise Holder shall, at its own cost, submit to the League Owner, for its examination and approval, which shall not be unreasonably withheld, a sample of all such materials together with the text, colouring and copies of any photographs proposed to be used in connection thereto. The League Owner shall communicate its decision to the Franchise Holder within three (3) Business Days from the receipt of the Franchise Products for approval.
- 4.8 Where approval of the League Owner is required to be given under this Article 4, the League Owner shall communicate its decision to the Franchise Holder within three (5) Business Days from the receipt of the material for approval, and in the absence of a decision within seven (10) Business Days, it shall be assumed that the League Owner has granted its approval with respect to such material.
- 4.9 The League Owner hereby agrees to grant to the Franchise Holder, upon a reasonable request made by the Franchise Holder in this regard, a non-exclusive right to use promotional material created by the League Owner for public viewing, solely for the purpose of promoting APL T20, Franchise, Matches and/or the Team.
- 4.10 The Franchise Holder hereby grants to the League Owner, a sub-licensable, irrevocable and royalty free right to use the Franchise Marks, individually or in conjunction with the League Marks, solely in connection with APL T20 and/or Team throughout the world, for the purposes of commercial gain including merchandizing, advertising, marketing, organizing and conducting events or other promotional activities relating to APL T20 and/or Team.
- 4.11 The Franchise Holder shall transfer to the League Owner all rights in the Franchise Marks after the Term and/or upon termination of this Agreement.

5. RIGHTS AND OBLIGATIONS OF THE LEAGUE OWNER

5.1 With respect to Matches, the League Owner hereby acknowledges and agrees that, during the Term, the League Owner shall have the responsibility of arranging for the following responsibilities mentioned hereunder:

- a. Stadium
- b. Venue dressing up
- c. Licenses
- d. Office Infrastructure
- e. Hospitality
- f. Media - All media arrangements
- g. Furnishing and Wi-Fi
- h. Power Back Up
- i. Housekeeping
- i. Spectator Facilities
- k. Fire Engine
- l. Security
- m. Ticketing
- n. Accreditation

5.2 The League Owner hereby agrees that it shall:

- a. endeavor to organize a Season of APL T20 in each Year of the Term in accordance with the rules and regulations formulated for the conduct of the same, unless in any Year of the Term, the League Owner, after consultation with all APL T20 franchise holders, reasonably believes that organizing APL T20 is not viable or feasible on account of any Force Majeure event or any other extraneous consideration. In such circumstances, if APL T20 is not conducted, then the obligation of the Franchise Holder to pay the Franchise Fee for that particular Season shall be waived and the League Owner shall make best efforts to organize APL T20 as soon as possible. In the event the League Owner is not able to organize APL T20 in any particular Year and APL T20 is conducted in the subsequent Year, the Term of this Agreement shall accordingly be extended;

- b. take all steps and necessary actions to ensure that APL T20 is run with the sanction, acceptance, full co-operation and endorsement of ACB and/ or ECB during the Term;
- c. procure, with the assistance of ACB and/ or ECB, appropriately proficient and qualified Players from Afghanistan and the world to participate in APL T20 and conduct a Player Draft Process, prior to the commencement of the relevant Season, in order to constitute the various franchise teams which will compete in APL T20;
- d. have the right to assign and/or transfer the rights and obligations concerning APL T20, at its sole discretion, to any new entity that maybe established jointly by Snixer and ACB. The Franchise Holder shall be intimated in writing about such assignment or transfer;
- e. provide the Franchise Holder with a catalogue of Players at least three (3) days prior to the date for the first Season and at least fifteen (15) days prior to the date on which the Player Draft Process for the composition of the franchise teams is held;
- f. procure from the ACB and/ or ECB and provide to the Franchise Holder, as soon as reasonably practicable and in any event prior to the commencement of the Season, a list of coaches and support personnel, along with their credentials, for APL T20; and
- g. provide the Franchise Holder with the schedule of Events for each Season at least fifteen (15) days prior to the commencement of such Season (Schedule for Season 1 is attached hereto in Schedule 7).

6. DRAFT OF PLAYERS

- 6.1 A minimum of 75 Players shall participate in APL T20, of which, in the inaugural, Player Draft Process. It being hereby clarified that such number of Players may be increased as per the sole discretion of the League Owner, for future Seasons of APL T20.
- 6.2 The Players shall form a part of minimum 5 franchise teams (for the first Season), with each team comprising of minimum fifteen (15) Players.
- 6.3 The various franchise teams competing in APL T20 shall be formed by a Player Draft Process, details of which shall be communicated to all the franchise holders reasonably in advance of the Player Draft Process to be conducted for the relevant Season. The Franchise Holder shall participate in this Player Draft Process, so decided by the League Owner, in good faith.
- 6.4 The Draft Commissioner, for the purpose of Player Draft Process to be held prior to the commencement of the relevant Season, as specified above, shall be appointed by the League Owner. The Draft Commissioner's decision with respect to the Player Draft Process shall be final and not

open to challenge. The Franchise Holder shall obey the Player Draft Process rules as prescribed by the League Owner and shall designate a person(s) to represent the Franchise Holder in the Player Draft Process, whose decision shall be binding on such Franchise Holder.

- 6.5 The Franchise Holder hereby agrees that it shall only select Players through the Player Draft Process to form a part of the Team and shall not directly approach or attempt to directly solicit the services of any other Cricket Player whether or not entered into the Player Draft Process by the League Owner. In the event, this Agreement and/or other franchise agreements are not signed and executed prior to conducting the Player Draft Process for the first Season, the League Owner shall arrange to have technical personnel including allocated coach/es to select Players on behalf of such absent franchise holders and all such selected Players and coaches for a franchise shall be allocated to such franchise holder by draw of lots, if the situation so requires.
- 6.6 In the event a Player is Injured, as certified by the medical staff of the League Owner, prior to reporting to the Franchise Holder pursuant to the Player Draft Process, and is hence prevented from participating in such Season, the Franchise Holder shall be permitted to replace such Injured Player by another reserve Player who was a part of the Player Draft Process.

7. EXPENSES

- 7.1 The Player Fee for each Player forming part of the Team shall be borne by the League Owner.
- 7.2 All expenses and costs associated with the members representing the Franchise Holder, more specifically the expenses of the travel, boarding and lodging of all Players of the Franchise Holder, shall be borne by the Franchise Holder.
- 7.3 The Franchise Holder shall be responsible for appointing any staff that may be required for the purposes of operating the Franchise such as Team manager or the participation of the Team in APL T20, including any support staff or event managers. The Franchise Holder shall also bear the cost of food, travel, boarding and lodging of any support staff and the cost of training and/or any other activity planned by the Franchise Holder.
- 7.4 All expenses in relation to public relations or advertisement of the Franchise Holder and/or the Team and/or any Player forming part of the Team undertaken by the Franchise Holder shall be borne by the Franchise Holder.
- 7.5 All costs related to any venues or stadia arranged for a Match, including those specified in Article 3.5 above, shall be borne by the League Owner.

7.6 The expenses to be borne by the Franchise Holder and the League Owner have been particularly described hereunder at Schedule 5 of this Agreement

8. FRANCHISE FEE

8.1 As consideration for the right to operate the Franchise and to be a member of APL T20, the Franchise Holder shall pay to the League Owner, the consideration as determined in accordance with the successful bid ("**Franchise Fee**"). It is agreed that the Franchise Fee shall be paid in ten installments as follows:

- a. For the Year 2018, 50% (fifty percent) of the Franchise Fee for the year to be paid no later than fifteen (15) days of the award of the tender as per the terms of the Tender Document and the other 50% (fifty percent), no later than 30 (thirty) days prior to the start of the Season in 2018, or by 15th September, 2018, whichever is earlier;
- b. The amount of Franchise Fee payable by the Franchise Holder shall be determined as per the bid mentioned by the Franchise Holder in the Tender Document and the same shall be calculated in accordance with the terms mentioned in the Tender Document and communicated to the Franchise Holder at the time of award of tender.
- c. For all remaining Seasons, the Franchise Fee shall be payable at least three (3) months prior to the start of the Season in that Year and the schedule of payment shall be communicated by the League Owner to the Franchise Owner a minimum of 6 (six) months prior to the start of the Season;

8.2 The Franchise Fee payable by the Franchise Holder to the League Owner shall be exclusive of any applicable taxes including but not limited to any indirect taxes, if applicable to the Franchise Fee.

8.3 The League Owner shall raise an invoice for the Franchise Fee in a timely manner in advance, such that the Franchise Fee is paid in accordance with the schedule of payment provided in this Article 8.

8.4 The Franchise Holder agrees that the bank guarantee of Two million US dollars (\$2,000,000/-) paid by the Franchise Holder under the Tender Document shall be retained by League Owner for the Term to secure the due performance by the Franchise Holder of its obligations under this Franchise Agreement, and upon default, in its absolute discretion, League Owner shall be entitled to forfeit the entire bank guarantee. The performance security deposit shall not carry any interest during the term of this Agreement.

8.5 It is hereby agreed:

- a. If in any calendar Year during the Term the League Owner is unable to conduct APL T20 for the relevant Season for any reason except for

reasons of Force Majeure, then within thirty (30) days of announcing its inability to conduct the relevant Season, the League Owner shall refund to the Franchise Holder all amounts received from the Franchise Holder as part of the Franchise Fee for the relevant Season without any further liability towards any interest, claims, damages etc.

- b. If the League Owner fails to make such announcement (as mentioned in Article 8.4(a) above) about its inability to conduct the relevant Season prior to the scheduled commencement of the relevant Season, or fails to reschedule the Season even after the expiry of thirty (30) days from the scheduled date of the commencement of the relevant Season, then the League Owner shall refund to the Franchise Holder all amounts received from the Franchise Holder as part of the Franchise Fee for the relevant Season, within thirty (30) from the expiry of the said period of thirty (30) days mentioned in this Article 8.4(b).
- c. In the event some part of APL T20 is abandoned after the commencement of any Season for reasons solely attributable to the League Owner, the League Owner shall refund, within thirty (30) days of the last Event held for such Season, to the Franchise Holder such part of the Franchise Fee as proportionately relates to such part of the Season which is abandoned for the relevant Year.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each Party represents and warrants to the other Party that:

- a. it shall not take any action that may cause the ACB and/ or ECB to withdraw its official sanction and endorsement of APL T20 or to terminate the Sanctions and Rights Agreement or part thereof except on account of winding up/dissolution of the League Owner or the commencement of bankruptcy proceedings against the League Owner;
- b. it has the right, power and authority to execute and deliver, and to exercise its rights and perform its obligations under this Agreement as well as any document that may be executed by the Parties under or pursuant to or in connection with or in order to give effect to this Agreement;
- c. assuming the due authorisation, execution and delivery hereof by the other Party, this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganisation, moratorium or similar laws affecting creditors' rights; and

- d. the execution and delivery of, and the performance of obligations under and in compliance with the provisions of, this Agreement, and any other documents that may be executed under or pursuant to or in connection with or in order to give effect to this Agreement, shall not result in:
 - i. the violation of any provision of its constituent documents or memorandum or articles of association or bye-laws, where applicable;
 - ii. the breach of, or constitute a default under, any other instrument or agreement to which it is a party; or
 - iii. the violation of any law, rule or regulation in any jurisdiction having the force of law or of any order, judgment or decree of any court or governmental agency or agreement to which it is a party or by which it or its assets are bound.

9.2 The Franchise Holder hereby represents, warrants, undertakes and covenants, as applicable:

- a. that the Franchise Holder is validly incorporated/registered and existing under the laws of its place of incorporation;
- b. that, during the Term, the Franchise Holder shall co-operate with the League Owner and take all necessary steps as may be reasonably requested by the League Owner to facilitate the conduct of APL T20, and shall ensure that the Team participates in each Season of APL T20;
- c. that, during the Term, the Franchise Holder shall carry out all its operations in compliance with Applicable Law, rules, regulations, bye-laws and its constituent documents, and refrain from taking any action that may prejudice or impair the organization of, or the goodwill/reputation earned by APL T20 or its sponsors, the League Owner or any other franchise holder, franchise or team participating in APL T20;
- d. that the Franchise Holder does not have any form of relationship with any other Cricket event(s) in U.A.E. and/ or Afghanistan, which could compete with or prejudice the status of APL T20 and shall not enter into any such relationship without obtaining the prior written approval of the League Owner. Provided that the Franchise Holder may be associated with the organization, sponsorship or promotion of Cricket at the school, college or at the local level;
- e. that there is no claim or litigation pending or, to the best of its knowledge, threatened against the Franchise Holder, which, if adversely determined, would have a material adverse effect on its ability to carry out its obligations as contemplated under this

Agreement or on the ability of the League Owner to organize APL T20;

- f. that, during the Term, the Franchise Holder shall not and shall procure that each group company of the Franchise Holder ("**Franchise Group Company**") and the shareholders or Person(s) having Control of the Franchise Holder ("**Owner**") or person accredited by the Franchise Holder shall not, directly or indirectly, and in any capacity whatsoever:
 - i. be involved, concerned or have any direct or indirect Interest in any other team participating in APL T20 or in any body corporate or other entity that owns or operates any other franchise or participating team; or
 - ii. acquire, set up, engage in or render any services to, or otherwise be involved or interested in any other Cricket league in U.A.E. and/ or Afghanistan or other Cricket competition or tournament in U.A.E. and/ or Afghanistan which is not sanctioned by the ACB and/ or ECB without the prior written permission of the League Owner. The Franchise Holder warrants that neither any Franchise Group Company nor any Owner is currently involved in any such activities and that the Franchise Holder shall immediately inform the League Owner if, at any time during the Term, any Franchise Group Company or Owner is involved in such activities;
 - iii. be involved, abet or facilitate an activity which is against the integrity of the sport and APL T20, including betting on APL T20, age fraud, sexual harassment or doping.
- g. that, during the Term, the Franchise Holder shall ensure that no member, office bearer or employee of Snixer, the ACB and/ or ECB and ICC (including their affiliates), and that no shareholder, director, official or employee of the League Owner, has any direct or indirect Interest in, is an official of, holds any post in, or is employed by, the Franchise Holder, and shall, on a periodic basis to be mutually determined between the Parties, confirm the same to the League Owner. The Franchise Holder shall procure a declaration of a non-existence of conflict of interest from its employees and shareholders. Provided that this restriction shall not be applicable to Players and coaches affiliated with ACB and/ or ECB;
- h. that, during the Term, it shall operate the Franchise in accordance with the rules and regulations set out in this regard by the League Owner and cause all Players in the Team, officials, employees and any other Person acting on behalf of or accredited by the Franchise Holder/ Franchise/Team to comply with such rules and regulations;

- i. that it shall not itself, or procure others to, directly or indirectly, claim any rights or title in any League Marks, except the limited right to use as provided under this Agreement, including by way of filing any applications for registration of the same anywhere in the world, or disputing the validity, subsistence, enforceability or the League Owner's title to the League Marks;
- j. that it shall not, directly or indirectly, do anything that may dilute or otherwise harm any League Marks and/or any franchise's marks belonging to the League Owner, whether directly or indirectly;
- k. that it shall not adopt or use any other trademarks, drawings, symbols, emblems, logos, designations or names confusingly similar to any of the League Marks and/or franchise marks;
- l. that subject to Article 11.6, it shall not use any League Marks and/or Franchise Marks after the expiry or termination of this Agreement;
- m. that it shall not in any manner defame APL T20, the League Owner, the ACB and/ or ECB, the ICC, the sponsors of APL T20 and/or any other franchise holder participating in APL T20; and
- n. that all Franchise Products which are advertised, distributed and sold under this Agreement, together with all proposed packaging, Premiums, containers, labels, trademarks, trade names, logos, designs and endorsements shall be identical to and of no lesser quality than the samples thereof which have been previously approved by the League Owner in accordance with Article 4 of this Agreement.

9.3 The League Owner hereby represents, warrants, undertakes and covenants, as applicable:

- a. that the League Owner is validly incorporated and existing under the laws of U.A.E.;
- b. that APL T20 has the official sanction and the endorsement of ACB and/ or ECB;
- c. that it is the owner or the valid assignee or licensee, as the case may be, of the League Marks and/or the Franchise Marks, and that the use of any League Marks and/or the Franchise Marks by the Franchise Holder strictly in the manner as provided under this Agreement or as otherwise directed by the League Owner would not infringe any third party intellectual property rights;
- d. that it shall not acquire any Interest in the Franchise Holder or be in any manner involved in the management or Control of the Franchise Holder;

- e. that it shall own all rights and/or title in League Marks and shall license the League Marks to the Franchise Holder to use as provided under this Agreement;
- f. that it shall not, directly or indirectly, do anything that may dilute or otherwise harm any League Marks and/or the Franchise Marks, whether directly or indirectly;
- g. that there is no litigation pending or, to the best of its knowledge, threatened against the League Owner, which, if adversely determined, would have a material adverse effect on its financial condition or prospects or business or its ability to perform its obligations as contemplated under this Agreement; and
- h. that, during the Term, the League Owner shall carry out all its operations in compliance with Applicable Law, rules, regulations, bye-laws and its constituent documents, and refrain from taking any action that may prejudice or impair the organization of, or the goodwill/ reputation earned by APL T20 or the Franchise Holder.

10. TERMINATION

10.1 The Franchise Holder may terminate this Agreement in the following circumstances:

- a. in the event APL T20 is not organized at all for two (2) consecutive years, by giving three (3) months' prior written notice to the League Owner. However, if the organization of APL T20 is commenced once more by the League Owner prior to the service of such notice or during such notice period, the Franchise Holder shall lose the right to terminate this Agreement on account of the previous non-staging of APL T20 and any such notice served by the Franchise Holder shall stand automatically withdrawn. For the avoidance of doubt, any such delayed staging of APL T20 shall be deemed to have cured the specific breach on account of non-staging of APL T20 for such Season for the purposes of this Article 10 or otherwise. The League Owner hereby agrees that in the event this Agreement is terminated in accordance with this Article 10.1(a) and APL T20 is revived by the League Owner within three (3) years of such termination, the League Owner shall offer to the Franchise Holder a first right to form a franchise team in the revived APL T20 on such terms and conditions as may be mutually agreed between the Parties at the time of such revival of APL T20;
- b. immediately, in the event of any material default or breach by League Owner with respect to its covenants and obligations under this Agreement, which, if capable of remedy, has not been so remedied within thirty (30) days of the Franchise Holder serving written notice on the League Owner requiring such remedy;

- c. by giving the League Owner thirty (30) days prior written notice, in the event of any of the representations and warranties of the League Owner being discovered to be or becoming false or misleading in any material respect, if such event is not remedied within the said notice period of thirty (30) days;
- d. in the event of winding up/dissolution of the League Owner or the admission of any petition filed in respect of bankruptcy proceedings against the League Owner.

10.2 The League Owner may terminate this Agreement in the following circumstances:

- a. by giving the Franchise Holder thirty (30) days prior written notice, in the event of a direct or indirect Change of Control of the Franchise Holder or any assignment, licensing or other transfer of the Franchise (whether as a whole or material part thereof), without the prior written approval of the League Owner as required in Article 3.2, if such act has not been remedied within the said thirty (30) days of the League Owner serving written notice on the Franchise Holder;
- b. by giving the Franchise Holder thirty (30) days prior written notice in the event of the Franchise Holder and/or to the extent applicable in respect of any Franchise Group Company or Owner, in accordance with Article 9.2(f), committing any act and/or failing to do any act that has a material adverse effect on the viability, reputation, standing or the official status of APL T20, the League Owner, the Franchise, the Team and/or the sport of Cricket or the ability of ACB and/ or ECB or its affiliates, to continue to support and endorse APL T20, which act, if capable of remedy, has not been so remedied within the said thirty (30) days of the League Owner serving written notice on the Franchise Holder;
- c. immediately, in the event of any material default or material breach by the Franchise Holder with respect to its covenants and obligations under this Agreement, which, if capable of remedy, has not been so remedied within thirty (30) days of the League Owner serving written notice on the Franchise Holder requiring such remedy;
- d. by giving the Franchise Holder thirty (30) days prior written notice in the event of any of the representations and warranties of the Franchise Holder being discovered to be or becoming false or misleading in any material respect, if such event is not remedied within the said notice period of thirty (30) days;
- e. immediately, in the event of termination of the Sanctions and Rights Agreement for any reason;

- f. by giving the Franchise Holder thirty (30) days prior written notice in the event that the Franchise Holder becomes party to any instrument or agreement that would prejudice APL T20, or establish any form of relationship with any other Cricket league or Cricket event (not being a Cricket league or event at the school, college or local level), which could compete with or prejudice the status of APL T20, which, if capable of remedy, has not been so remedied within the said thirty (30) days of the League Owner serving written notice on the Franchise Holder;
 - g. in the event of winding up/dissolution of the Franchise Holder or the admission of a petition filed in respect of bankruptcy proceedings against the Franchise Holder, where applicable.
- 10.3 This Agreement may be terminated with mutual consent of the League Owner and the Franchise Holder.
- 10.4 Upon termination of this Agreement for any reason whatsoever, this Agreement shall lapse and cease to have effect, save and except as provided under Article 17.3. Neither the lapsing of these provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of any Party under this Agreement as of the date of such termination.

11. CONSEQUENCES OF TERMINATION

- 11.1 Save and except for Articles 5.1(a) and 8.4, it is hereby clarified that any liability to pay any part of the Franchise Fee in accordance with Article 8.1, which has accrued and become payable at the time of termination of this Agreement or, where applicable, at the time when notice of termination is issued by the League Owner, in accordance with Article 10, shall continue to exist despite the termination of this Agreement.
- 11.2 On the termination of this Agreement for any reason, in accordance with Article 10, the League Owner may set off against and deduct from any money which would otherwise be payable or owed by the League Owner to the Franchise Holder under this Agreement, all undisputed amounts, debts or liabilities due or owed by the Franchise Holder to the League Owner unless the Franchise Holder satisfies the same and the League Owner shall be entitled to retain any such amount so deducted for its own benefit. On termination of this Agreement for any reason, in accordance with Article 10, the Franchise Holder may set off against and deduct from any money which would otherwise be payable or owed by the Franchise Holder to the League Owner under the Agreement, all undisputed amounts, debts or liabilities due or owed by the League Owner to the Franchise Holder unless the League Owner satisfies the same and the Franchise Holder shall be entitled to retain any such amount so deducted for its own benefit.
- 11.3 On the termination of this Agreement for any reason, in accordance with Article 10, the Franchise Holder shall, to the extent applicable, cause each Franchise Group Company and Owner to:

- a. immediately cease operation of the Franchise;
 - b. not at any time thereafter disclose or use any Confidential Information relating to APL T20, the League Owner, ACB, Snixer, the Franchise or any other franchise holder or franchise associated with APL T20;
 - c. subject to Article 11.6, cease to use and not at any time thereafter use, in any form, any League Marks and/or Franchise Marks or any trade mark, trade name, trade dress and/or logo that is associated with any other franchise in APL T20 or similar to any League Marks or Franchise Marks, including by directly or indirectly selling, licensing or otherwise permitting the sale of any products bearing the same, including any Franchise Products provided however, (i) the Franchise Holder shall have the right to sell or otherwise transfer or dispose of existing merchandise and liquidating such other assets for a period of nine (9) months from the date of termination. In the event the Franchise Holder continues to use the League Marks and/or Franchise Marks on termination of this Agreement, they shall be liable to pay to the League Owner damages, royalty and loss of goodwill suffered by the League Owner;
 - d. cease to and not at any time thereafter, purport to be the Franchise Holder or as being otherwise associated with APL T20 and/or the League Owner and/or any other franchise in relation to APL T20; and
 - e. within thirty (30) days, pay all sums and amounts due and payable to the League Owner under the terms of this Agreement or otherwise.
- 11.4 Upon novation of this Agreement under Article 3.2, all rights, title and interest of any kind in relation to the Franchise and/or the Team and/or any Franchise Marks shall vest solely in the Successor approved by the League Owner. The Franchise Holder shall immediately take all such steps and execute all such documents as may be necessary to transfer to such Successor all rights, title and interest of any kind in the Franchise and/or the Team, including all agreements and arrangements relating to the Franchise, the Team and any Players who are part of the Team.
- 11.5 Notwithstanding the above, the Franchise Holder shall be responsible for discharging any such agreements or arrangements up to the date of termination/novation of this Agreement, as the case may be. For the avoidance of doubt, the Franchise Holder shall remain exclusively responsible for any sums owed to the League Owner that were due and payable prior to the date of termination/novation of this Agreement, as the case may be, under Article 10 or Article 3.2, as well as all debts relating to the Franchise and/or the Team and/or any Player who is part of the Team which were incurred and/or arose prior to the date of termination/novation of this Agreement, as the case may be. The League Owner shall be

responsible for any sums owed to the Franchise Holder that were due and payable prior to the date of termination/novation of this Agreement.

- 11.6 On termination of this Agreement, the Franchise Holder shall have the right to use the Franchise Marks for the limited purpose of reference or record in the context of APL T20 or in connection with the Seasons for which the Franchise Holder was associated with APL T20. On termination of this Agreement, the Franchise Holder shall have the right to use the League Marks for the limited purpose of reference or record in the context of APL T20 or in connection with the Seasons for which the Franchise Holder was associated with APL T20.

12. CONFIDENTIALITY

- 12.1 This Agreement, its contents, its existence and all information exchanged between the Parties under and pursuant to this Agreement or during the negotiations preceding this Agreement is confidential to them ("**Confidential Information**") and may not be disclosed by the receiving Party to any third party. Any announcements in relation to the arrangement under this Agreement, APL T20 and Franchise shall only be in accordance with a mutually agreed public communication plan between the Parties. Each Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any Confidential Information of the other Party. Disclosure of such information shall be restricted, on a need-to-know basis, solely to employees, agents, advisors, consultants and representatives of a Party, who have been advised of their obligation with respect to Confidential Information and are bound by confidentiality obligations similar to those imposed on the Parties under this Agreement. None of the Parties shall issue any press release or organize a press meet or make any public announcement or any disclosure in relation to this Agreement or the relationship between the Parties without taking prior written consent of the other Party.

- 12.2 Notwithstanding the provisions of Article 12.1 above, the obligations of confidentiality do not extend to Confidential Information which:

- a. is disclosed with the prior written consent of the Party who supplied the information;
- b. is, on the date this Agreement is entered into, lawfully in the possession of the Party receiving the information through sources other than the Party who supplied the information, provided the source has not obtained and/or disclosed this information in breach of any confidentiality obligation;
- c. is required to be disclosed pursuant to applicable law or the rules of any relevant stock exchange or in connection with any necessary intimation to any Governmental Authority, provided that the disclosing Party shall give immediate written notice to the other Party

of such requirement and in case required by the other Party, assist it in obtaining a restraining order against such disclosure;

- d. is required to be disclosed pursuant to judicial or regulatory process or in connection with any judicial process regarding any legal action, suit or proceeding arising out of or relating to this Agreement, after giving immediate prior written notice to the other Party and in case required by the other Party, assist it in obtaining a restraining order against such disclosure; or
- e. is generally and publicly available, other than as a result of breach of this Article 12 by the Party receiving the Confidential Information.

12.3 It is agreed that the terms of this Agreement may be disclosed by the League Owner to potential sponsors and/or League Partners of APL T20 and/or to the ACB and/ or ECB and/or other franchise holders involved in APL T20. It is further agreed that the terms of this Agreement may be disclosed by the Franchise Holder to potential sponsors for the Franchise.

13. INDEMNITY

13.1 Each Party (the "**Indemnifying Party**") shall be liable to indemnify, defend and hold harmless the other Party, its respective directors, officers, representatives, employees and agents, if any, ("**Indemnified Persons**") against any and all Losses, suffered or incurred by any Indemnified Person owing to or arising out of or in connection with breach of any representations, warranties, undertakings or covenants made by the Indemnifying Party or failure to perform (whether in whole or part) any obligation required to be performed by the Indemnifying Party pursuant to this Agreement.

13.2 Without prejudice to the generality of the above, it is hereby agreed that the Franchise Holder shall indemnify the League Owner against Losses of any kind suffered or incurred by the League Owner or its directors, officers, representatives, employees and agents as a result of use by the Team or any Player of the Team or any directors, officers, representatives, employees and/or agents of the Franchise Holder of any stadium or venue procured by the League Owner for the conduct of APL T20. It is hereby further agreed that so long as the Franchise Holder is able to indemnify the Loss of any third party which may arise on account of use of the stadium or the venue by the Team or any Player of the Team or directors, officers, representatives, employees and/or agents of the Franchise Holder, then it would not be required to pay any indemnity amount to the League Owner or its respective directors, officers, representatives, employees and agents.

13.3 The indemnity referred to in Article 13.1 shall be conditional upon each of the following:

- a. the Indemnified Person giving the Indemnifying Party notice as soon as practicable of any event likely to give rise to any indemnity claim under Article 13.1, specifying, in reasonable detail, the nature of the relevant claim;
- b. the Indemnified Person not making any admission of liability or entering into any agreement or compromise in relation to the relevant claim without the prior written consent of the Indemnifying Party, which shall not be unreasonably withheld or delayed;
- c. the Indemnified Person using reasonable endeavors to mitigate the Loss;
- d. the Indemnified Person giving the Indemnifying Party and/or its professional advisers, if any, reasonable access to any information, documents or records that may be relevant to the claim and allowing the Indemnifying Party and/or its professional advisers to examine the same, at the Indemnifying Party's expense; and
- e. the Indemnified Person taking such action as the Indemnifying Party may request to avoid, dispute, resist, compromise or defend the relevant claim, subject to the Indemnifying Party indemnifying the Indemnified Person against any Losses which may be incurred in respect thereof.

13.4 It is hereby agreed that in no event shall the League Owner be liable to indemnify the Franchise Holder for an amount exceeding the Franchise Fee paid by the Franchise Holder to the League Owner for the specific Season only with respect to which the Franchise Holder has made a claim for indemnity against the League Owner and which claim has been upheld by a final and non-appealable order of a court of competent jurisdiction. Further, the League Owner shall be entitled to set off such amount against any undisputed claims which the League Owner may have against the Franchise Holder as per this Agreement and/or against any money which would otherwise be payable or owed by the Franchise Holder to the League Owner under this Agreement. Except as provided under Article 13.2 regarding third party claims, it is hereby agreed that in no other event shall the Franchise Holder be liable to indemnify the League Owner for an amount exceeding the Franchise Fee paid by the Franchise Holder to the League Owner for the specific Season only with respect to which the League Owner has made a claim for indemnity against the Franchise Holder and which claim has been upheld by a final non-appealable order of a court of competent jurisdiction. Further, the Franchise Holder shall be entitled to set off such amount against any undisputed claims which the Franchise Holder may have against the League Owner as per this Agreement and/or against any money which would otherwise be payable or owed by the League Owner to the Franchise Holder under this Agreement.

13.5 The indemnification rights of the Indemnified Persons under this Agreement are independent of, and in addition to, such other rights and remedies as the Indemnified Person may have at law or in equity or otherwise, to seek specific performance, rescission or other injunctive relief, none of which rights or remedies shall be affected or diminished thereby.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be subject to, governed by and construed in accordance with, English Law.

14.2 Subject to Article 15, the courts at London shall have exclusive jurisdiction in relation to disputes arising under, out of or in connection with, this Agreement.

15. DISPUTE RESOLUTION

15.1 Any dispute, controversy, claim or disagreement of any kind whatsoever between or among the Parties arising under, out of or in connection with, this Agreement, including any question regarding its existence, validity or termination (a "**Dispute**") shall, upon the written request (a "**Request**") of any Party, be referred, in the first instance, to such senior officers of the Parties as may be designated by them (the "**Senior Officers**") for resolution. The Request shall set out brief details of the Dispute. The Senior Officers shall promptly meet or otherwise communicate and attempt to negotiate in good faith an expeditious resolution of the Dispute. In the event that resolution of the Dispute is reached pursuant to this Article 15.1, the resolution and its terms shall be recorded in writing and signed by an authorised representative of each of the Parties. If the Parties are unable to resolve the Dispute through negotiation within thirty (30) days after service by any Party of a Request, then the Dispute shall be resolved in accordance with the provisions specified hereinafter.

15.2 If the Parties are unable to resolve the Dispute through negotiation under Article 15.1 within thirty (30) days after service by any Party of a Request, either Party shall be entitled to give written notice (an "**Arbitration Notice**") to the other Party requiring that the Dispute be referred to and finally resolved by arbitration, irrespective of the amount in Dispute or whether such Dispute would otherwise be considered justifiable for resolution by any court. The Arbitration Notice shall summarize the basis of the Dispute. This Agreement and the rights and obligations of the Parties hereunder shall remain in full force and effect pending the award in such arbitration proceeding, which award shall determine whether and when any termination of this Agreement shall become effective. Nothing in this Article 15.2 shall prejudice the right of the Parties to seek interim relief in accordance with the rules of London Court of International Arbitration ("**LCIA**"), as amended from time to time.

15.3 The arbitration shall be conducted by a sole arbitrator appointed by both

Parties by mutual consent. If the Parties fail to agree upon the sole arbitrator, such arbitrator shall be appointed in accordance with the provisions of the rules of LCIA.

- 15.4 The place and seat of arbitration shall be London and the language of the arbitration shall be English.
- 15.5 Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement and shall agree to a summary procedure.
- 15.6 The award rendered shall be in writing and shall set out the facts of the Dispute and the reasons for the arbitrator's decision. The award shall apportion the costs of the arbitration as the arbitrator deems fair.
- 15.7 Except as expressly provided under the rules of LCIA, no Party shall have any right to commence or maintain any suit or legal proceedings in connection with or relating to the Dispute or the arbitration proceedings.
- 15.8 No Party or Person involved in any way in the initiation, coordination or operation of the arbitration of any Dispute may disclose the existence, content or results of the Dispute or any arbitration conducted under this Agreement in relation to that Dispute.
- 15.9 Any award made by the arbitrator shall be final and binding on each of the Parties.

16. NON – COMPETE

The Franchise Holder shall not and shall procure and ensure that Franchise Group Company and Owner shall not throughout the Term, directly or indirectly, and in any capacity, whatsoever, acquire, set up, engage in or render any services to, or otherwise be involved or interested in any other Cricket league, competition or tournament anywhere in Afghanistan which is not sanctioned by ACB, ICC or the relevant member federation within whose country the relevant league, competition or tournament takes place. The Franchise Holder warrants that none of its Franchise Group Companies nor any Owner is currently involved in any such capacity or role and the Franchise Holder will inform the League Owner immediately if at any time during the Term any Franchise Group Company or Owner is so involved.

17. MISCELLANEOUS

17.1 Assignment

Subject to Article 3.2, the Franchise Holder cannot assign any of its rights or obligations under this Agreement without prior written consent of the

League Owner. The League Owner may assign any of its rights or obligations to an affiliate of the League Owner.

17.2 Severability

If one or more of the provisions in this Agreement are, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision was never contained in this Agreement and the remaining provisions shall continue in full force and effect. If any provision of this Agreement needs to be replaced, interpreted or supplemented, this shall be done in a manner that, as far as possible, preserves the spirit, content and purpose of this Agreement.

17.3 Survival

The provisions that are by their context or nature meant to survive the termination of this Agreement, including the provisions set forth in Articles 9 (*Representations and Warranties*), 11 (*Consequences of Termination*), 12 (*Confidentiality*), 13 (*Indemnity*), 14 (*Governing Law and Jurisdiction*), 15 (*Dispute Resolution*), 17.3 (*Survival*), 17.10 (*Notices*) and 17.15 (*Costs and Expenses*), hereof shall survive termination of this Agreement.

17.4 Independent Rights

Each of the rights of the Parties under this Agreement is independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such right shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

17.5 Waiver

- a. No failure of either Party to exercise and no delay by it in exercising any right, power or remedy in connection with this Agreement shall operate as a waiver of that right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy or exercise of any other right, power or remedy.
- b. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provision hereof, and no waiver shall be effective, unless made in writing and signed by an authorized representative of the waiving Party.

17.6 Amendments/Variations

No amendment to, or variation of, the terms of this Agreement shall be effective or binding on any Party, unless such amendment or variation is in writing and signed by each Party.

17.7 No Partnership or Agency

Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties, and no Party shall hold himself out as an agent of the other Party, except with the express prior written consent of the other Party.

17.8 Time

Any date or period as set out in any Article of this Agreement may be extended with the written consent of the Parties.

17.9 Good Faith

Each of the Parties hereto undertakes with the other Party, to act in utmost good faith in interpreting and implementing this Agreement and agrees to do all things reasonably within its power, which are necessary or desirable to give effect to the spirit and intent of this Agreement.

17.10 Notices

Unless otherwise stated, all notices, approvals, instructions and other communications for the purposes of this Agreement shall be given in writing and may be given by personal delivery or facsimile or by sending the same by registered post addressed to the Party concerned at the address stated below, or any other address subsequently notified to the other Party for the purposes of this Article and shall be deemed to be effective in the case of personal delivery or delivery by registered post at the time of delivery, and if transmitted by facsimile, on the day immediately after the date of transmission with confirmed answer back.

If to the Franchise Holder:

Address:

Attention: _____

Phone No.: _____

E-Mail:

If to the LEAGUE OWNER:

Address: Conrad Dubai, 19th-Floor
Sheikh Zayed Road

Dubai, U.A.E.

Attention: Mr. Shafiqullah Stanikzai and Mr. Ashish Sethi
Phone No.: +93 70 533 7262 / +91 981 012 6059
E-Mail: sayfranchise@afghancricket.af ; **and**
sayfranchise@aplt20.tv

17.11 Counterparts

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same instrument, and any Party may execute this Agreement by signing any one or more of such originals or counterparts. Delivery of executed signature page of this Agreement by facsimile or by email by a Party shall constitute due execution of this Agreement by such Party. Such copy of this Agreement (whether delivered through facsimile or email) shall be sufficient evidence of the execution hereof, however an original copy of the Agreement must eventually be delivered by hand or courier.

17.12 Force Majeure

If and to the extent that any Party is delayed, hindered or prevented by any Force Majeure Event from performing any of its obligations under this Agreement and promptly so notifies the other Party giving full particulars of the circumstances in question, then the Party so affected shall be relieved of liability for failure to perform such obligations but shall nevertheless use its best endeavors to resume full performance thereof without unavoidable delay.

17.13 Further Acts

Each Party shall, without further consideration, sign, execute and deliver any document and shall perform any act which may be necessary or desirable to give full effect to this Agreement and the arrangement contemplated under this Agreement. Without limiting the generality of the foregoing, if the approval of any Governmental Authority is required for any of the arrangements under this Agreement to be effected, each Party shall use all reasonable endeavors to obtain such approval.

17.14 Authorization

The persons signing this Agreement on behalf of the respective Parties have the authority to sign and execute this document on behalf of the Parties for whom they are signing.

17.15 Costs and Expenses

Each Party shall bear its own costs and expenses (including legal costs and expenses) incurred in relation to the negotiation, preparation and

execution of this Agreement and all other documents contemplated herein. The League Owner shall be responsible for and pay the stamp duty in respect of this Agreement.

17.16 Entire Agreement

This Agreement supersedes all prior discussions, understandings and agreements (whether oral or written, including all correspondence), if any, between the Parties with respect to the subject matter of this Agreement, and this Agreement contains the sole and entire agreement between the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have entered into this Agreement the day and year first above written.

Signed and delivered for and on behalf of **Franchise Holder**, duly represented through its authorized representative

Name: _____

Designation: _____

Witness

Signed and delivered for and on behalf of **League Owner**, duly represented through its authorized representative

Name: _____

Designation: _____

Witness

SCHEDULE 1
CENTRAL RIGHTS

These rights shall vest in the League Owner at all times. Notwithstanding anything contained herein, the League Owner shall have the absolute authority to include more franchises in the following Seasons of APL T20.

A. The following rights shall form a part of the Central Pool, which shall be shared with the franchise holders in accordance with Article 3.7 of this Agreement:

1. Title Sponsorship Rights – the League Owner has the exclusive right to award the title sponsorship rights of APL T20 for any Season.
2. Co-Sponsorship Rights – the League Owner has the exclusive right to award the sponsorship rights for APL T20 for any Season.
3. Associate Sponsorship – the League Owner shall have the sole and exclusive right to appoint associate sponsor of APL T20 in any Season.
4. Specific Sponsorship or Official Sponsorship Rights – the League Owner shall have the sole and exclusive right to award sponsorship of specific items, elements, constituents of or, in any manner relating to APL T20, APL T20 Matches, Players, officials, umpires, such as sponsorship of umpires and officials clothing, sponsorship of beverages, official hospitality partner, official travel partner, official airline partner, official ticketing partner, official outdoor advertising partner, official merchandising partner, official sports bar partner, official fitness partner, official apparel partner, official screen partner, official footwear partner and/ or other sponsor categories as the League Owner deems appropriate.
For the sake of clarity, all sponsorship revenue, mentioned hereinabove, shall be calculated net of the sale commission, taxes if any, cash cost incurred on procuring such sponsorship and any other incentive given towards such sponsorship in the form of barter, etc. wherein the market value of such barter deal shall be secured and deducted from such revenue.
5. Broadcasting Rights – the League Owner shall have the exclusive right to exploit the broadcasting rights for APL T20 by appointing an official broadcaster(s) of APL T20 (the “**Broadcaster**”).
6. Media Innovation and Technology based Rights – the League Owner shall have the exclusive right to exploit innovative rights which are created, based on technology, relating to any aspect, element or constituent of APL T20.
7. Gate Receipts – the League Owner shall have the sole and exclusive right to manage and collect the gate receipts of the Matches. All front-end sale outlets, whether physical, or over the internet or any other channel, shall be managed and controlled by a party which shall be appointed and authorised solely by the League Owner. The final decision regarding ticketing and ticket prices shall always vest with the League Owner. The

net revenue earned from the gate receipts (being the gross revenue less printing, distribution and net taxes being the entertainment tax and other direct or indirect costs including all taxes like VAT in sale value, entertainment or other as well as any commission that may be paid shall form a part of the Central Pool.

8. Merchandising Rights – In the event the League Owner sells any Merchandise, bearing the League Marks, it shall form a part of the Central Pool.

For the sake of clarity, all values in terms of Central Pool shall be calculated on the basis of the net amount received by the League Owner and in the event a long term deal extending for more than one Season is signed, then the value shall be divided accordingly and calculated on a per Season basis for the purpose of distribution amongst franchise holders.

- B. The following rights shall not form a part of the Central Pool:

1. Events – the League Owner shall have the sole and exclusive right to create any events in relation to APL T20 and commercially exploit the branding opportunities from such events. The revenues earned from such events shall be retained by the League Owner. However, the Parties agree that Franchise Holder will be allowed to organize local tournaments during the Term. The plan for such local tournaments shall be shared by the Franchise Holder with the League Owner before organizing any such tournament.
2. Residual Rights – All rights (existing or created in future) which are not allocated to the Franchise Holder under this Agreement shall vest solely and exclusively in the League Owner. The League Owner shall be entitled to retain 100% of the revenues earned from such rights.

SCHEDULE 2
FRANCHISE HOLDER'S RIGHTS

1. Franchise Sponsorship – Franchise Holder shall have the right to add the name of a title sponsor to the name of its Franchise, subject to restrictions placed by the League Owner from time to time. Such title may be their own brand or any third-party brand. The Franchise Holder would have to obtain the permission of the League Owner prior to adding the title sponsor to the Franchise name so as to ensure that there is no confusion or advantage to any one particular franchise holder.

100% of the revenue earned by the Franchise Holder through such title sponsorship of their Franchise shall be retained by the Franchise Holder.

- Franchise Holder shall have all rights to sell local sponsorships (playing kit sponsors, etc.) which shall be subject to prior written approval from the League Owner.
- Franchise Holder may sell local sponsorships in accordance with the relevant clothing policy and/or sponsorship guidelines as shall be circulated by the League Owner to the Franchise Holder from time to time.

100% of the revenue earned by the Franchise Holder through such Franchise Sponsorship will be retained by the Franchise Holder. However, none of the Franchise Sponsors including Title Sponsors shall be appointed without prior written approval of the League Owner.

2. Franchise Merchandizing – Franchise Holder shall be entitled to commercially exploit Intellectual Property Rights and the Franchise Marks belonging to the Franchise Holder for producing, marketing, selling merchandise either on its own or through third parties.

100% of the revenues earned by the Franchise Holder through such merchandizing shall be retained by the Franchise Holder.

However, for any Merchandise, bearing the League Marks along with Franchise Marks, sold by the Franchise Holder, the Franchise Holder shall pay to the League Owner 25% of the revenue earned from such sale of merchandise.

3. Franchise Media Platforms – The Franchise Holder shall create content to the extent of 15 (fifteen) minutes pre and post the Matches of the Team which shall include but not be limited to content creation of player training, player activity videos etc. Further, the Franchise Holder shall also be permitted to upload highlights from the Team Matches on the website, other social media portals handled, managed by the Franchise Holder in relation to the Franchise, post expiry of 24 hours from after the completion of the Match. Notwithstanding anything contained herein, the Franchise

Holder shall not be permitted by any kind of linkage or tie up with any rival of the official broadcaster of APL T20 without prior written permission of the League Owner;

100% of the revenues earned by the Franchise Holder through the above rights shall be retained by the Franchise Holder.

4. Prize Money – The total Prize Money for each Season shall tentatively be \$8,00,000 (eight million US Dollars) for the Franchise Holders (Not Players). The tentative (indicative) amount shall be distributed as under:
 - Winner: \$5,00,000 (five hundred thousand US Dollars)
 - Runner-Up: \$3,00,000 (three hundred thousand US Dollars)

SCHEDULE 3
SUMMARY OF THE RIGHTS OF THE PARTIES

Sr. No	Commercial Entitlement	Franchise Holder	League Owner
1.	LED Perimeter Board	8 (eight) perimeter boards at the ground level in connection with the exploitation of the Franchise Rights subject to a maximum of two such boards where there is conflict with any person who has been granted any of the Central Rights.	Cost of making and placing the boards shall be borne by the Franchise Holder.
2.	Team Playing Kit - Branding	All Rights	Logo on chest, back of the T-shirt and non-leading arm
3.	Player Accessories - Branding	All Rights	
4.	Upper Tier Banners	No. to be determined by the League Owner and Franchise Holder to bear cost of such banners.	All rights shall be owned by the League Owner, some of which he may assign to the Franchise Holder.
6.	Seating	1 Box for Match 100 complimentary tickets for Match Day	

SCHEDULE 4
REVENUE INFLOW FOR THE PARTIES

Sr. No.	Head	Share
1.	Revenues from Central Pool (Title Sponsor, Co-Sponsor, Associate Sponsor, Other central sponsors, Media rights, media innovation and technology-based rights.	The League Owner shall be entitled to retain 50% (Fifty Percent) share from the Central Pool amount and the remaining 50% (Fifty Percent) is to be shared equally amongst the Franchise Holders.
2.	Gate Receipts	The right to ticket APL T20 rests centrally with the League Owner. Gate receipts / ticketing shall be managed centrally by ticket agency. The Gate Receipts shall form a part of the Central Pool.
3.	Franchise Holder's Title Sponsorship	100% of the revenue by the Franchise Holder through such title Sponsorship of their Team names shall be retained by the Franchise Holder
4.	Franchise Holder's Merchandizing	100% of the revenues earned by the Franchise Holder through such merchandizing (without using league marks) shall be retained by the Franchise Holder. In the outcome of the Franchise Holder using League Marks to sell merchandizing, the League Owner shall be paid 25% of the proceeds through such merchandizing earned by the Franchise Holder.
5.	Prize Money	The Prize Money shall be decided by the League Owner for each Season of APL T20, in accordance with Point 4 of Schedule 2 above. The tentative (indicative) amount of Prize Money shall be distributed as under: (i) Winner - 5,00,000 USD (five hundred thousand US Dollars) (ii) Runner-up - 3,00,000 USD (three hundred thousand US Dollars)

SCHEDULE 5
EXPENSES FOR APL T20

Sr. No.	Head	Share
1.	Security	Complete security of the venue to be the League Owner's responsibility from the start date of APL T20 to the closing date of APL T20.
2.	Accreditation	Complete accreditation to be the responsibility of the League Owner.
3.	On Ground First Aid Facility	First Aid facility for all Teams to be the League Owner's responsibility. In case of any serious Injury incurred by the Player during APL T20, the expenses of the same shall be covered by the insurance cover bought for the Player. Any expenditure on treatment in U.A.E. that is in excess of the insurance cover shall be borne by the League Owner.
4.	Media Production	Complete media production e.g. television production, web streaming, etc. to be the responsibility of the League Owner.
5.	Opening and Closing Ceremony	Sole discretion of the League Owner.
6.	Media Management	Media Management of the entire APL T20 to be the responsibility of the League Owner.
7.	Stadium, Venue Operations	Stadium & venue operations costs to be the responsibility of the League Owner.
8.	Gate Management	Gate management to be the responsibility of the League Owner. The front end selling of the tickets will be the responsibility of the League Owner or the ticketing agency appointed by the League Owner.
9.	Marketing	Entire marketing of APL T20 till the start date will be the responsibility of the League Owner. However, the Franchise Holder can engage in its own marketing campaign (creative, logo, etc. to be shown to the League Owner before releasing) at their own cost
10.	Permissions	All In-Stadia permissions will be the responsibility the League Owner.
11.	Referee & Officials Costs	This cost will be borne by the League Owner for all the Matches
12.	Player Salaries	On payment by Franchise Holder, all Player salaries will be the responsibility of the League Owner.
<u>FRANCHISE HOLDER'S</u>		

EXPENDITURE		
13.	Annual Franchise Fee and Player Fee	Timely payment of the annual Franchise Fee, along with Player Fee, to the League Owner will be the responsibility of the Franchise Holder.
14.	Travel, Boarding & Lodging	Cost of team travel, boarding and lodging will be the responsibility of the Franchise Holder during APL T20:
15.	Playing Equipment	All playing equipment will be the responsibility of the Franchise Holder.
16.	Players Insurance	Securing player insurance for the tournament is the responsibility of the Franchise Holder.
17.	Cost of Support Staff & Team Administration	Cost incurred on the support staff appointed by the Franchise Holder, over and above the costs being paid by the League Owner in accordance with Article 7.2 above, shall be the responsibility of the Franchise Holder: Salary of Coach (names and salaries recommended by the League Owner) shall be borne by the Franchise Holder.
18.	Marketing / Events / Promotions / Activation	Marketing / Events / Promotion and activation of Events and revenue generation by the Franchise Holders at their own levels during APL T20/ Pre-APL T20/ Post-APL T20 will be the responsibility of the Franchise Holder

SCHEDULE 6
LEAGUE MARKS

SCHEDULE 7
TENTATIVE SCHEDULE FOR THE SEASON 1 OF APL T20

SCHEDULE 8

LOCATION

<TO BE FILLED IN AFTER THE AWARD OF BID>

[To be printed on bidder's Letterhead]

APPENDIX - II
LETTER OF ELIGIBILITY

Date: ___/___/2018

To,

The Governing Council
Conrad Dubai, 19th-Floor
Sheikh Zayed Road
Dubai, U.A.E.

Dear Sirs,

SUB: TENDER DOCUMENT – FOR AFGHANISTAN PREMIER LEAGUE T20
FRANCHISE RIGHTS FOR OWNERSHIP OF TEAMS

We, _____, acknowledge receipt of the Tender Document and fully understand and accept the terms, conditions and procedures set out therein including the procedure for dispute resolution by arbitration. In accordance with the requirements of the Tender Document, we hereby submit an irrevocable and unconditional offer to operate a Franchise at the Location(s) included in the Bid Form for Grant of Franchise and at the sums specified in the said Bid Form for Grant of Franchise.

We confirm that:

- Each element of this tender has been formulated with regard to, and with a view to assisting the Governing Council to achieve, the aims and objectives of APL T20 as set out in the Tender Document;
- We accept the terms, conditions and requirements without any reservations or amendments contained in the Tender Document;
- As part of this tender we have enclosed a Franchise Agreement in respect of each Location specified on our Franchise Bid Form (each of which has been duly completed and signed as prescribed in the Tender Document) and we hereby irrevocably and unconditionally accept the terms and conditions set out in each such Franchise Agreement and agree to be bound by the same in respect of any Franchise which may be awarded to us.
- No element of this tender is conditional upon any event, fact or circumstance other than the acceptance by the Governing Council of the offer contained in this tender.

Capitalised expressions used in this tender process shall have the same meaning ascribed to them in the Tender Document unless otherwise expressly defined in this Bid.

Please find below all our details as well as all documents that are required by yourself for the purposes of considering our tender process in terms of the Tender Document.

1. INFORMATION RELATING TO BID EVALUATION

Please find enclosed with this Bid full details and supporting documents (where applicable) in respect of the following:

1.1 Structure of the Bidder: (In case of a Consortia, details of each member of the Consortia should be provided)

- (a) Name of the bidder with address and all contact details;
- (b) Name of the authorised representative;
- (c) Incorporation date/ registration date, registered office and registered number of the bidder;
- (d) Details of majority shareholders in the case of a company, details of individual, partners in a partnership firm, trustees and major beneficiaries in the case of a trust, members of a association of persons and body of individuals and members of the society who are involved in the day-to-day management of the society.
- (e) If the bidder forms part of a group of companies, an organisation chart of such group including details of those persons who are the ultimate controllers of the bidder;
- (f) Details of the directors and senior management and other officials who will be responsible for operating the Franchise activities;
- (g) Certified true copies of all constitutional documents relating to the Bidder:

Note:

- (i) In case of a company please provide certificate of incorporation, memorandum and articles of association (or other equivalent constitutional documents);
- (ii) in case of a partnership, the partnership deed and list of partners;
- (iii) in case of a trust, the trust deed and list of trustees;
- (iv) in case of an association or body of persons, the agreement in terms of which the association or body of persons is formed, regulated and controlled;

- (v) in case of a society, the bye laws, the certificate of association and other details of registration of the society;
- (vi) in case of an individual, the copy of their Passport;
- (vii) all members of the consortium should provide the relevant constitutional documents.

1.2 Details of Bank Guarantee:

We are submitting herewith a bank guarantee for a sum \$2,000,000/- (Two million US dollars):

Name of Bank: _____
Number and Date of the Bank Draft: _____
Amount: _____

We agree that the bank guarantee may be forfeited in the manner prescribed in the Tender Document and/or the Franchise Agreement.

1.3 Terms of Consortium Arrangements (if applicable)

<Where the Bid is submitted by a Consortium the relevant terms of the Consortium arrangement must be provided herein. Copies of the Consortium documents must also be provided>

1.4 Criminal Proceedings:

We confirm that there are no persons who have been convicted by any court of law for a criminal offence involving moral turpitude.

Note: The persons who would be covered by proceedings referred to above include, if the bidder is a proprietorship – himself, if a partnership- its partners, if a company, its directors, chief executive officer or other responsible officials involved in the day to day operations of the Company, if an AoP or BoI, any member, if a trust, any trustee, if a society, all persons involved in the management of the society.

1.5 Eligibility to Bid

We confirm that we have satisfied all the conditions that are set out in the Tender Document.

We confirm that our net worth exceeds sum \$3,000,000/- (Three million US dollars) and we have enclosed a certificate of a Chartered Accountant certifying our net worth as of 1st July 2018.

2. GENERAL

- 2.1 We acknowledge that we are solely responsible for all costs, expenses and liabilities incurred by us in the preparation and submission of this bid, any responses to requests for further information by or on behalf of the Governing Council and any discussions with the Governing Council and/or its associates following receipt by the Governing Council of this bid (whether or not any Franchise Agreement is entered into by us).
- 2.2 We warrant, represent and undertake to the Governing Council that:
- (a) the information contained in this bid and otherwise provided to the Governing Council during the tender process is, and shall be, complete and accurate in all respects and is not, and shall not be, false or misleading in any way; and
 - (b) if, following submission of this bid, there are any changes in our circumstances that may affect any information contained in this bid, we shall promptly notify the Governing Council in writing setting out the relevant details in full.
- 2.3 We further confirm that if the Governing Council considers us unsuitable in any manner, it has the unfettered right to reject our bid without providing us with any reasons and we shall not call such decision into question in any court or tribunal nor shall we make any claim in that regard.
- 2.4 The person executing this letter is the bidder or an authorised representative of the bidder. (Note: Please enclose a letter of authorisation as required by the tender documents)

For and Behalf of

Name : _____
Designation: _____
Date: _____

To be signed by the bidder and each Consortium Member if applicable

Enclosures:

1. Constitutional Documents of the bidder (include constitutional documents of each member of a consortium or AoP or BoI (Please see Clause 1 of this document)
2. Certificate of Chartered Accountant certifying net worth (Please see Clause 1.5 of this document.)
3. Consortium documentation (Please see Clause 1.3 of this document
4. Letter / Resolution of Authorisation of the authorised representative.

Note: Please enclose this letter, the enclosures and the affidavit and place all such documents in Cover/ Envelope A.

**<to be executed on a stamp paper
and notarised>**

AFFIDAVIT

I, _____ [*Name*], _____
[*Designation*] of _____ [*Name of
bidder*] having my office at
_____ [*Address*] do
hereby declare solemnly affirm and state as follows:

1. I solemnly state and declare that the details provided in relation to the bidder are true and correct and for the purposes of the bid as provided for in the Tender Documents.
2. I state that the contents of the Bid are true and correct to the best of my knowledge based on original records. I further declare that no material information has been concealed.
3. I submit that the documents enclosed with the letter of eligibility are also true copies of their respective originals.

Solemnly affirmed as true on this the ____ day of _____, 2018 at _____.

DEPONENT

Identified by me:

Advocate

[TO BE PRINTED ON THE BIDDER'S LETTERHEAD]

APPENDIX III

BID FORM FOR GRANT OF FRANCHISE

Date: ___/___/2018

To,

The Governing Council
Conrad Dubai, 19th-Floor
Sheikh Zayed Road
Dubai, U.A.E.

Dear Sirs,

Please find below all our contact details as well as the Location/s in respect of which we are submitting a bid for grant of a Franchise in terms of the Tender Document issued by you.

A. DETAILS OF THE BIDDER: (in case of syndicate/ consortium details of all the members of such syndicate/consortium)

Full Name of the Bidder: _____

Address of the Bidder: _____

Tel No.: _____

Fax No.: _____

Email: _____

Named representative of Bidder: _____

B. LOCATION AND BID AMOUNT:

Location*	Franchise Fee** (In figures and Words)

* Bidders may choose up to three Locations but must specify a Franchise Fee in respect of each such Location.

** This should be the total sum which shall be payable over ten years in yearly instalments (as specified in the franchise

agreement). Any Bid providing a yearly franchise fee will be summarily rejected.

By signing and submitting this Franchise Bid Form we hereby irrevocably and unconditionally agree:

- (a) That the terms of the Tender Document and Bid Documents are binding on us and that we shall comply with all requirements as set out therein.
- (b) We agree that the Governing Council reserves the right to require us to provide such guarantee or other security as it deems fit to guarantee our obligations under the Franchise Agreement and we shall provide such guarantee or security forthwith.

Yours faithfully,

For and on behalf of _____ [*Name of the bidder*]

Authorised Signatory

Appendix IV
QUALIFYING LOCATIONS

Sl. No.	Location
1.	Kabul
2.	Kandahar
3.	Nangarhar
4.	Paktia
5.	Balkh

**<On the Letterhead of the SPV>
APPENDIX V
LETTER OF AWARD**

To,

[*Name of the Franchise Holder and address*]

Sirs,

Sub: Letter of Award for Afghanistan Premier League T20 Franchise Rights for Ownership of Team

Congratulations. You have been awarded the franchise to own and operate a team for _____ [*name of the Location*] at a franchise fee of \$ _____ (USD _____ [*amount in words*]) in terms of the Franchise Agreement. As the payment of the franchise fee is to be made in equated yearly instalments, the instalment for the year 2018 shall be \$ _____ (USD _____ [*amount in words*]). You are required to pay the entire first installment of the Franchise Fee on or before 31st August 2018.

We look forward to your support and encouragement for the development of cricket in Afghanistan.

Yours sincerely,

(Authorised Signatory)

Confirmation of the Bidder

We have received a copy of this Letter of Award on _____ [*date*] and shall comply with its terms, and the Bid Documents including the Franchise Agreement.

Signature :

Name of Authorised representative :

Name of the Bidder :

Address :

Date :