**Agency/Representation Contract**

From: [Stevie Eskinazi] of [ ***127 Deans Lane, Edgware, HA8 9PA*** ] (“**I**”, “**me**”, “**my**”)

To: [***Phil Weston***] of [Elite Sports Properties, 5 Kew Road, Richmond, Surrey, TW9 2PR ] (“**you**”, “**your**”)

Dear Phil

**Re Management Services**

This letter sets out the terms on which you and I have agreed the terms of your appointment as my agent during the Term (as defined below) (the **“Agreement**”).

## **1. Definitions.**

“**Cricket Equipment Contracts**” means any deal for the endorsement of the following professional cricket equipment;

1. Cricket Bats;
2. Cricket Balls;
3. Cricket playing apparel, including footwear;
4. Cricket Protective Equipment.

**“Cricket Participation Contracts”** means any professional cricket playing contracts with a domestic or international cricket league or club with the exception of any contract with the English Cricket Board or a First Class County cricket contract within the United Kingdom.

“**ECB Contract**” means any professional cricket playing contract with the English Cricket Board.

“**Gross Income**” means the gross value of all payments (including match payments) received as payment by me whether derived directly or indirectly and including payments in kind in the form of real and personal property valued at a fair market value but excluding gratuitous payments that are not in exchange for the my Services and do not restrict the Talent from providing the Services nor in any way limit income opportunities arising out of the Talent’s Services;

“**Indian Premier League Participation Contracts.**” Means a contract to play in the Indian Premier League.

“**Licensing**” means all activities in every form and medium involving the use of the Talents name, photograph, signature, likeness, reputation and identity

“**Management Services**” means to develop, negotiate and organise all income-producing activities and opportunities which are or may become available to me in any part of the world arising from my career as a professional cricket player, the Talent Services and from my name, image and reputation, in the sports, media and entertainment business.

“**Media Contracts**” means a contract between a media entity and the Talent for the Talent to provide a regular ongoing service to the media entity. For the avoidance of doubt, contracts for one-off personal appearances for a media entity do not constitute a Media Contract but rather a promotional appearance under this Agreement.

“**Talent Services**” means my activities as a known cricket identity which are in any way connected with or in the nature of promotion, sponsorship or endorsement of my services including but not limited to;

#### any performance in competition, training and "on the field of play" (whether as a full-time employee or otherwise) as a professional cricketer;

#### media services under Media Contracts including but not limited to making and/or exploiting audio and audio-visual recordings of my works and of my performances ;

#### all my performances and personal appearances whether they are live before an audience or not, or recorded for sale, exploitation or broadcast in any medium;

#### exploiting my name, reputation and image by Licensing, sponsorship, endorsement or other advertising or by any other promotional means; and

(v) writing books, media columns or articles or giving interviews

“Term” means the period commencing on the commencement date stated in Clause 2 and concluding 2 years from that date

2. **Term**

### This Agreement shall be for the Term, which commences on [***23rd July 2014***] [unless it is terminated earlier in accordance with Clause 9 (the “**Term**”).

3. **Appointment**

### Except in relation to those arrangements referred to in Clause 3.5 below, I appoint you (and you accept this appointment) to be my exclusive agent throughout the world to conduct the Management Services for exploitation of the Talent Services during the Term.

### I shall refer to you all enquiries which are made directly to me in relation to the Talent Services.

### You shall conduct negotiations in relation to the Talent Services on my behalf provided that:

#### (a) you shall not open negotiations with any third parties without my prior consent;

#### (b) you shall keep me fully informed of all developments in relation to such negotiations;

#### (c) you shall not enter into any agreements on my behalf or hold yourself out as being so entitled; and

#### (d) I shall not be obliged to enter into any agreement as a result of such negotiations.

### I am entitled to take and to follow independent legal advice at my own expense in relation to any negotiations and/or contracts relating to the Talent Services.

### For the avoidance of doubt, you shall not act as my agent in relation to the negotiation of nor be entitled to receive any commission pursuant to Clause 6 or otherwise in relation to the following matters:

#### (a) my membership of the Professional Cricketers’ Association (the “**PCA**”) and/or the Federation of International Cricketers’ Associations (“**FICA**”) and any benefits which I may derive from them or any services which I may provide to either of them;

#### (b) any contract of employment entered into by me with the English Cricket Board; and

#### (c) any commercial contract entered into by my national cricket board or national player association or the Team England Player Partnership (or any other national player entity of which I may be a member or partner) under which I receive a payment or benefit in kind in my capacity as a member of my national cricket team.

4. **Cricketer’s Warranties**

### I warrant and agree that I:

#### (a) have no existing agent and/or management agreements that would conflict with the terms of this Agreement and that I am free to enter into this Agreement and to grant you the rights contained in this Agreement;

#### (b) shall perform to the best of my ability my obligations under the terms of any agreement relating to the Talent Services which I have entered into and which was negotiated by you on my behalf;

#### (c) except in relation to those matters referred to in Clause 3.5 and subject to Clause 3.4, shall not engage any other person to manage me or act as my agent throughout the Term in relation to the Talent Services, but I acknowledge that you may act as manager for other sportspeople; and

#### (d) shall keep you informed of my whereabouts, availability, and current activities at all material times.

5. **Agent’s Obligations**

### You warrant and agree that you:

#### (a) have the right to enter into this Agreement and the ability to perform your obligations under it;

#### (b) shall use all reasonable endeavours to promote my career as a professional cricketer and in relation to the Talent Services generally;

#### (c) shall use your best endeavours to obtain income-producing activities and opportunities for me, including, but not limited to, the exploitation of my name, reputation and image by merchandising, sponsorship, endorsement arrangements or by any other advertising or promotional means;

#### (d) shall negotiate all contracts for my services relating to the Talent Services subject to the terms of this Agreement;

#### shall advise me on the commercial aspects of exploiting my name, reputation and image;

#### shall carry out reasonable administrative duties including the provision of occasional secretarial assistance in relation to my travel schedule and commercial arrangements;

#### (g) shall reply on my behalf to charity requests and fan mail;

#### if requested by me provide an invoice service for me (where appropriate/applicable in a form suitable for Value Added Tax (“**VAT**”) purposes) in respect of the Talent Services;

#### (i) render all services customarily rendered by an agent and/or a manager in the sports or entertainment industries faithfully and diligently, with reasonable skill and care and with the level of expertise reasonably expected of a professional agent and/or manager offering such services;

#### (j) if requested by me, proved me with a full report on all my affairs handled by you relating to the Talent Services and Management Services on a quarterly basis; and

#### are and shall remain at all times individually registered as agent with the England & Wales Cricket Board and shall comply fully with the rules and regulations from time to time in force governing the conduct of players’ agents including the ECB Players’ Agent Registration Regulations.

##### **6. Commission and Fees**

6.1 Subject to Clause 3.5, in consideration of the services rendered by You under this agreement, I agree to pay You the following commissions;

6.1.1 **First Class County Contracts**

### Your commission for successfully negotiating and completing my;

#### a. transfer to a new club which participates in the First Class County Championship (a “**First Class** **County**”); or

#### a renewal of or renegotiation of the terms of any existing First Class County contract that I hold

will be the amount of 5% of all sums received by me from such First Class County contracts.

### 6.1.2 If you receive any payment directly from or on behalf of a First Class County, which relates to your involvement in the negotiation of my contract of employment pursuant to this Clause 6.1, you shall notify me promptly of the same and such payment will be set off against any sums due from me to you under this Agreement.

6.1.3 **Marketing & Endorsements (Talent Services (iii), (iv) and (v))**

A fee of 20% of all Gross Income received directly or indirectly by or on behalf of myself as a result of contracts, arrangements or understandings effected or for which negotiations commence during the term of this agreement.

6.1.4 **Media Contracts**.

A fee of 10% of all Gross Income received directly or indirectly by or on behalf of myself as a result of contracts, arrangements or understandings effected or for which negotiations commence during the term of this agreement.

6.1.5 **Cricket Participation Contracts**.

A fee of 10% of all Gross Income received from any Cricket Participation Contract, including T20 Participation Contracts with the following exceptions;

* 1. Indian Premier League Participation Contract - The lesser of $30,000 USD per contract season or 10% of all Gross income received by me.

6.1.6 **Coaching Contracts**

The lesser of £5000 or a fee of 3% per year of all Gross Income received directly or indirectly by or on behalf of myself as a result of contracts, arrangements or understandings effected or for which negotiations commence during the term of this agreement.

6.1.7 **ECB Contracts**

Whilst no commission is charged on any ECB contract as per clause 3.5 (b) or on any ECB commercial contract as per clause 3.5 (c), I acknowledge the Manager will charge a fixed fee of £X payable in equal monthly instalments.]

6.2  **Exceptions to Clause 6.1**

The Manager will not charge the management fees detailed in Clause 6.1 in the following limited circumstances;

1. where the total Gross Income of the player is less than £20,000.00 in a year the Manager will only charge a flat management fee of £500.00;
2. where the contract for Talent Services is an agreement under which the Talent receives contra goods only with a value of £1000.00 or less in exchange for services the Manager will not charge a management fee in relation to this contract.;
3. where the contract, arrangements or understanding for Talent Services is a Cricket Equipment Contract the Manager will charge a fee of 10% of the Gross Income received directly or indirectly by or on behalf of the Talent for which negotiations commence during the term of this agreement.
4. where a cricket’s governing body in the country within which the competition is staged imposes a mandatory fee structure in respect to accredited agents fee, the fee will be set at that mandatory fee which will, where the guidelines provide, be paid directly from the team to the agent.

6.3 **Continuation of Obligation to pay Management Fee**

The obligation set out in clause 6 continues even if such contracts, arrangements or understandings continue after the term of this agreement and regardless of whether such income is received during or after the Term of this agreement from all contracts and business arrangements that are entered into by the Talent. This Clause survives termination of this Agreement.

(d) If you receive any payment in relation to any of the contracts, licences or arrangements referred to under Clauses 6 above directly from the relevant sponsor or commercial partner, then, without prejudice to your obligations under Clause 6 below, such payment shall be set off against the commission owed by me to you under this Clause 6.

7. **Accounting and Banking**

### Subject to the provisions of this Clause 7, I authorise you to collect all monies payable to me during the Term in respect of the Services.

### Except in relation to any commission which you receive directly from my First Class County pursuant to Clauses 6.1 you must pay all sums which you receive in relation to the Services or otherwise on my behalf directly into a separate account to be operated and maintained in my name by [***name of accountant***], my nominated accountant at [***Bank***] or such other account as I may notify to you from time to time (the “**Account**”). You shall pay all such sums received by you or on your behalf to me into such Account within seven (7) days of receipt of the same.

### You shall submit invoices to me for any commissions and expenses due to you for which I am responsible in accordance with the terms of this Agreement at such times as I am due to receive payments pursuant to each agreement relating to the Services which may, where applicable, include VAT. I shall pay you any commission to which you are entitled in accordance with the terms of this Agreement within forty five (45) days following: (i) my receipt of such payments; and (ii) a valid invoice from you.

### You shall keep accurate books and record showing all monies due to me and received from third parties relating to the Services and shall supply me with a quarterly statement of accounts setting out all transactions in relation to the Services and any commissions and expenses properly due to you under this Agreement relating to the Services together with any supporting documentation which I may reasonably request.

### You shall upon reasonable prior written notice and during normal business hours permit me or a qualified accountant or other professional representative acting on my behalf to inspect your books and records of accounts as they relate to the Services and to take copies of the same at all reasonable times (including after the Term).

8. **Expenses**

### Subject to Clause 8.2 below you are responsible for your own general office overheads and all ordinary business expenses incurred by you in undertaking your obligations under this Agreement.

### Any other expenses reasonably incurred by you in connection with the performance of your obligations under this Agreement are my responsibility and shall be paid by me subject to Clause 8.3 below.

### You must not incur any item of expenses on my behalf in excess of £250 (Two Hundred and Fifty Pounds Sterling) without my prior written approval.

9. **Termination**

### Either party shall be entitled to terminate this Agreement forthwith by notice in writing to the other party:

#### (a) if the other party is in breach of a material obligation under this Agreement or repeatedly or persistently breaches the terms of this Agreement and that breach or those breaches are irremediable or, if capable of remedy, have not been remedied within fourteen (14) days of receipt of a written notice form the other party specifying the breach(es) complained of and the steps required to remedy the same; or

#### (b) if the other party becomes insolvent, enters into administration or liquidation or threatens or ceases to carry on business or is adjudicated as bankrupt; or

#### (c)if the other party, or any of its directors, is convicted of a criminal offence involving dishonesty.

### I may terminate this Agreement forthwith on written notice if you cease at any stage during the Term to be an agent individually registered with the England & Wales Cricket Board.

### Either party may terminate this Agreement by giving the other party no less than [six (6) months’] prior written notice.

### Termination of the Agreement for any reason shall be without prejudice to the rights of either of you or me accrued at the date of termination and to any express or implied rights or obligations which are intended to remain in force thereafter.

10. **General**

### This Agreement constitutes the whole Agreement between you and I relating to its subject matter and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements whether written or oral relating to its subject matter.

### 10.2 Neither party shall have any liability whatsoever for any indirect and/or consequential loss including without limitation any loss of profit, loss of business, economic loss or depletion of goodwill or any costs or fees arsing out of or in connection with any breach of this Agreement by a party whether in contract or tort.

### You shall indemnify me from and against any claims or losses brought against me by the ECB for any failure by you to comply with the terms of the ECB Players’ Agent Registration Regulations.

### At any time after the date of this Agreement each party shall at the request and cost of the other party acknowledge, execute and deliver such documents and do all acts as the other party may request for the purpose of giving to the other party the full benefit of the terms of this Agreement.

### Each party shall be responsible for its own VAT and National Insurance (if any) and any personal tax, including income tax, or corporation tax, arising from the Services.

### If any provision of this Agreement is held to be illegal, void, invalid or unenforceable the legality, validity and enforceability of the remaining terms of this Agreement shall not be affected.

### Any notice required to be given under this Agreement shall be in writing and must be:

#### (a) sent by first-class pre-paid post to the respective address of the party set out at the head of this Agreement on which the notice is to be served, in which case it is deemed given two business days after posting; and

#### (b) in this Clause "business day" means a day other than Saturday or Sunday or a bank holiday.

### Nothing in this Agreement constitutes a partnership between you and me.

### Each party agrees that it shall maintain as confidential and not to disclose any private or confidential information of the other party including the contents of this Agreement to any third party other than to its professional advisors and the PCA under the ECB Players’ Agent Registration Regulations or unless such information is already in the public domain.

### Neither party may assign, sub-contract, transfer or charge any of its rights or obligations under this Agreement without the prior written approval of the other party.

### I confirm that I have understood the terms contained in this Agreement.

### You and I agree to submit any dispute (whether contractual or non-contractual) arising under or in connection with this Agreement to arbitration before Sports Resolutions (UK) in London whose decision will be final and binding on you and I.

### This Agreement shall be governed by and construed in accordance with English law.

I understand and agree the terms and conditions of this Agreement.

Signed by:

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[***Stevie Eskinazi***]

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[**Phil Weston]**

**[*for and on behalf of ESP*]**

