

APPROPRIATE VALUE OF STAMP PAPER

STADIUM NAMING RIGHTS

AGREEMENT

This **Stadium Naming Rights Agreement** is made at _____ and signed on this _____ day of _____ 2016 by and between:

Hyderabad Cricket Association, having its registered office at _____ (hereinafter referred to as "**HCA**", which expression shall where the context so admits, mean and include its affiliates, associates, administrators, successors in interest and assigns) being represented through Mr./Ms. _____, its _____, who has been authorized vide resolution dated _____ (annexed to this Agreement as **Appendix A**) to enter into, sign and execute the present Agreement by the Governing Body of HCA;

And

_____, a _____ duly incorporated in _____ under the _____ having its registered office at _____ (hereinafter referred to as "**NAMING RIGHTS PARTNER**", which expression shall where the context so admits, mean and include its affiliates, associates, administrators, successors in interest and assigns) being

represented through Mr./Ms. _____, its _____, who has been authorized vide resolution dated _____ (annexed to this Agreement as **Appendix B**) to enter into, sign and execute the present Agreement with HCA;

RECITALS

WHEREAS:

- A. HCA is the governing body of all cricket related activities in the States of Hyderabad and Telangana in India. HCA is affiliated to the Board of Control for Cricket in India.
- B. The HCA owns and operates the Rajiv Gandhi International Cricket Stadium in Hyderabad, which hosts international and national level Test, ODI and T20 cricket matches. The Rajiv Gandhi International Cricket Stadium is also currently the Home Stadium of the Sunrisers Hyderabad cricket team, which is the Hyderabad franchise of the Indian Premier League and participates in the IPL Twenty-20 Cricket tournament organized by BCCI in India.
- C. HCA by Invitation to Bid dated _____ 2016 had invited potential bidders to submit bids to participate in the bidding process for the grant of Naming Rights of the Rajiv Gandhi International Cricket Stadium in the manner as set out in the said Invitation to Bid document.
- D. In response to the Invitation to Bid dated _____ 2016 for the grant of Naming Rights of the Rajiv Gandhi International Cricket Stadium, Naming Rights Partner along with other bidders had submitted their bids and subsequently secured the Naming Rights of the Rajiv Gandhi International Cricket Stadium as per the terms and conditions of this Agreement.
- E. As per the conditions of the Bid, the successful bidder is bound to execute this Agreement and consequently this Agreement is being entered into with the Naming Rights Partner to specify in detail all their rights and obligations in relation to the grant of Naming Rights for the Rajiv Gandhi International Cricket Stadium.

NOW, THEREFORE, IT IS AGREED:

1. Definitions & Interpretation

- 1.1 In this Agreement the following words expressions shall have the meanings set out below:

“Agreement”	shall mean this Stadium Naming Rights Agreement and all the appendixes/schedules/annexures/addendums and/or modifications of this Agreement;
“Bid Documents”	shall mean the Bid Documents submitted by the Naming Rights Partner pursuant to HCA’s Invitation to Bid to participate in the bidding process for the grant of Naming Rights of the Rajiv Gandhi International Cricket Stadium;
“BCCI”	shall mean the Board of Control of Cricket in India;
“Cricket Authorities”	shall mean ICC, BCCI, IPL and any other association or body to which HCA is affiliated from time to time;
“ICC”	shall mean the International Cricket Council (“ICC”), the governing body of the game of cricket, headquartered at Dubai, UAE
“IPL”	shall mean the Indian Premier League (“IPL”), constituted as a separate sub-committee of BCCI, which has been established to own, operate and maintain a cricket league in India;
“Match/Matches”	shall mean all international matches and IPL home matches of the Sunrisers Hyderabad Team to be played in the Stadium during the Term
“Stadium”	shall mean the Rajiv Gandhi International Cricket Stadium;
“Stadium Name”	Rajiv Gandhi International Cricket Stadium Hyderabad <i>(including any modifications or alterations thereto from time to time)</i>
“Term”	shall mean the Term as set out in Clause 5.1 below.
“Naming Rights Partner”	

Name” shall mean the name (registered trademark) which Naming Rights Partner uses in connection with its official and/or public communications and appearance as shown in **Appendix C** ;

“Naming Rights Partner logo” shall mean the logo (registered trademark) which Naming Rights Partner uses in connection with its official and/or public communications and appearance as shown in **Appendix C** as well as any other mark, logo, sign, symbol or identifier, whether registered or not;

“Payment Obligations” As specified in Clause 3 herein;

1.2 The headings in this Agreement are for convenience only and shall not affect its interpretation.

1.3 References to clauses and exhibits are to clauses and exhibits of and to this Agreement. The exhibits form part of this Agreement.

1.4 In this Agreement of which the Recitals and Schedules form part, unless the context clearly indicates another intention, a reference to:

- (a) any gender includes all other genders;
- (b) the singular includes the plural and vice versa;
- (c) any statutory enactment shall include re-enactments and amendments of substantially the same intent as the original referenced enactment.

1.4 References to a “person” shall include an individual, corporation, unincorporated association, firm or any other entity of any kind and references to the “termination” of this Agreement shall include its termination or expiration.

1.5 **HCA** and **Naming Rights Partner** are collectively referred to as **“Parties”** and individually as **“Party”** in the Agreement as the context so desires.

2. GRANT OF NAMING RIGHTS

2.1. Subject to Naming Rights Partner complying with all its obligations under this Agreement (including but not limited to Payment Obligations), HCA hereby grants to Naming Rights Partner during the Term the right to have the Naming Rights Partner

Name affixed alongwith the Stadium Name. Consequently, the Stadium Name pursuant to grant of rights shall be referred in conjunction with the Naming Rights Partner Name in a manner, which may be decided mutually between the parties. The resultant name of the Stadium shall hereinafter for the purposes of this Agreement referred to as the “**Sponsor Stadium Name**”.

- 2.2. In addition to the right to affix it’s name as specified above in Clause 2.1, Naming Rights Partner shall have further rights as specified in detail in **Schedule 1** (attached herewith).

3. CONSIDERATION & PAYMENT OBLIGATIONS

- 3.1 In consideration of HCA granting the Naming Rights to Naming Rights Partner for the Term, Naming Rights Partner shall pay a total amount of INR _____ (“Rupees _____”) “**Naming Rights Fee**”. The Naming Rights Fee shall be payable as per the following payment schedule:

INR _____ on or before 1st Sep 2016

INR _____ on or before 1st May 2017

INR _____ on or before 1st May 2018

INR _____ on or before 1st May 2019

INR _____ on or before 1st May 2020

- 3.2 All the above payments in relation to the Naming Rights Fee amount will be net of any applicable taxes, levies, service taxes.
- 3.3 All monies paid to HCA under this Agreement shall become its sole property upon payment of the same and shall be deemed to be fully earned at the time of payment and shall not be refunded to Naming Rights Partner under any circumstances save in respect of any TDS which Naming Rights Partner is obliged to deduct from any Naming Rights Fee payable to HCA which has not been so deducted.
- 3.4 HCA shall be entitled to deduct any amount which has become due and which is owed by Naming Rights Partner to HCA under this Agreement but which remains unpaid, from any sum if so due and payable by HCA to Naming Rights Partner under this Agreement.
- 3.5 HCA may terminate this Agreement with immediate effect in the event Naming Rights Partner defaults in the payment of the Naming Rights Fee (as mentioned herein) or any part thereof as per the payment schedule agreed upon and does not

rectify the default within 48 hours even upon written notice by HCA to Naming Rights Partner.

- 3.6 Notwithstanding and without prejudice to HCA's right to terminate for default of payment, Naming Rights Partner shall be liable for payment of interest of 18% per annum calculated on a daily basis for delay in payment of any amounts due under this Agreement.
- 3.7 In addition and without prejudice to the right to terminate, in the event of any delay in payment by Naming Rights Partner, HCA shall also have the right at its discretion to suspend the working of this Agreement, cease giving any benefit to Naming Rights Partner of any of the Naming Rights under this Agreement and Naming Rights Partner will be obliged to cease and desist from use and exploitation of any rights/entitlements granted under this Agreement till agreed payments (along with interest) are received by HCA. Naming Rights Partner understands that the exercise of the right to suspend the working of this Agreement as provided herein shall not be deemed to be a waiver of HCA's right to terminate the Agreement for default.

4. OBLIGATIONS OF NAMING RIGHTS PARTNER

- 4.1 Naming Rights Partner shall at all times during the Term, comply with its Payment Obligations and shall pay the Naming Rights Fee in accordance with the payment schedule as specified in clause 3.1 above.
- 4.2 Naming Rights Partner agrees and acknowledges that Naming Rights Partner will always be bound by and that this Agreement (rights and obligations specified herein) will be subject to the rules/regulations/ directives/ decisions of HCA, any court/arbitrator/tribunal orders; rules/decisions/directives of government and quasi-governmental bodies or any governing body or federation exercising control over HCA; local laws, municipal laws, government directives, policies as may be applicable from time to time. Naming Rights Partner agrees and acknowledges that the Naming Rights granted under this Agreement will be subject to branding restrictions imposed by IPL/BCCI during the IPL matches inside the Stadium. HCA will not be liable to compensate Naming Rights Partner nor Naming Rights Partner will be entitled to any set-off or adjustment in the Naming Rights Fees if such directives, rules, regulations, directives, decisions, policies, orders, instructions impact the Naming Rights.
- 4.3 Naming Rights Partner shall only use the Naming Rights Partner Name and Logo as specified herein in Appendix C (herein) in relation to the exercise of the Naming Rights under this Agreement.

- 4.4 Naming Rights Partner shall not use any of the Naming Rights in a manner which may in the reasonable opinion of HCA be considered to be prejudicial to the image of HCA, BCCI, IPL, ICC, the game of cricket or is inimical to national interest, public security or public order.
- 4.5 Naming Rights Partner hereby agrees to exercise the Naming Rights at all times in accordance with the highest professional standards.
- 4.6 Naming Rights Partner shall at all times exercise the Naming Rights in consultation with HCA.
- 4.7 Naming Rights Partner shall not grant or seek to grant, sub-licence, assign, hypothecate, pledge, transfer to any person/entity any rights of any kind in respect of the Naming Rights granted herein.
- 4.8 Naming Rights Partner shall not engage in any activity or practice which may be reasonably anticipated to result in public criticism of or to reflect badly on HCA, BCCI, IPL, and/or the game of cricket.

5. TERM AND TERMINATION

- 5.1 The term of this Agreement shall be for a period of 5 years starting from ____ 2016 to ____ 2021 unless terminated earlier in accordance with the provisions of this Agreement (**"Term"**).
- 5.2 In the event the Naming Rights Partner is desirous of extending this Agreement for another period of 5 years, the Naming Rights Partner shall inform in writing to HCA in relation to such intent to extend on or before 31.12.2020 (**"Intend to Extend"**). In the event the Naming Rights Partner expresses its Intend to Extend, HCA after the expiry of the Term will request for offers from third parties in relation to the grant of the Naming Rights for the new period and the Naming Rights Partner shall have the right to match the highest third party bid amount. The Parties agree that once such third party bids are received by HCA and the highest third party bidder is chosen by HCA, the Naming Rights Partner shall have the right to match the bid amount of such highest third party bidder (**"Bid Matching Right"**). In the event the Naming Rights Partner matches the bid amount of such highest third party bidder, then HCA and the Naming Rights Partner shall enter into a new naming rights agreement in relation to the extended period of 5 years. However, in the event the Naming Rights Partner fails to match the bid amount of such highest third party bidder, HCA shall be free to grant the Naming Rights to such highest third party bidder and the Naming Rights Partner shall have no further rights.

- 5.3 In the event Naming Rights Partner fails to express its Intend to Extend this Agreement, HCA shall be free to request for offers from third parties in relation to the grant of the Naming Rights for the new period post expiration of this Agreement and the Naming Rights Partner shall not have any further rights (including but not limited to Bid Matching Rights).
- 5.4 Either party may terminate this Agreement with immediate effect by notice in writing if the other party has failed to remedy any remediable material breach of this Agreement within a period of 30 days of the receipt of a notice in writing specifying the material breach, requiring it to remedy the breach within 30 days of receipt of notice and to the fact that failure to do so may result in termination of this Agreement. For the avoidance of doubt a breach by Naming Rights Partner of its Payment Obligations under this Agreement shall be deemed to be a material breach of this Agreement for the purposes of this Clause.
- 5.5 HCA may terminate this Agreement with immediate effect by written notice if Naming Rights Partner is responsible for any act or omission which has a material adverse effect upon the reputation or standing of HCA, BCCI, ICC and/or the game of cricket or has indulged in any conduct which is criminal or fraudulent or has been subject to an Insolvency Event.
- 5.6 The termination of this Agreement for any reason will not operate to terminate any provision which is expressly or by implication provided to continue in force after such termination and will be without prejudice both to the accrued rights and liabilities and other remedies of the parties to this Agreement and to any rights and obligations in respect of the period after such termination.
- 5.7 On the termination of this Agreement for any reason HCA may set off against and deduct from any money which is payable or owing by HCA to Naming Rights Partner under this Agreement, all monies, debts or liabilities due or owing by Naming Rights Partner to HCA.
- 5.8 An “**Insolvency Event**” shall occur in respect of a party to this Agreement if:
- (a) any bona fide petition is presented or any demand under any law and jurisdiction applicable to the Naming Rights Partner is served on Naming Rights Partner or an order is made or resolution passed for the winding up of Naming Rights Partner or a notice is issued convening a meeting for the purpose of passing any such resolution;

- (b) any bona fide petition is presented for an administration order or any notice of the appointment of or of an intention to appoint an administrator of Naming Rights Partner is filed in court or an administration order or interim order is made in relation thereto;
- (c) any administrative or other receiver or manager is appointed of Naming Rights Partner or of all or any material part of its assets and/or undertaking within the meaning of the Act or any other bona fide step is taken to enforce any encumbrances over all or any part of the assets and/or undertaking of Naming Rights Partner;
- (d) any step is taken by Naming Rights Partner with a view to proposing any kind of composition, compromise or arrangement and any of its creditors, including but not limited to a voluntary arrangement or anything similar occurs under any analogous legislation anywhere in the world.

5.9 Upon the termination of this Agreement for any reason Naming Rights Partner shall:

- (a) immediately cease the use and/or the exercise of the Naming Rights;
- (b) shall not exercise the Naming Rights in the future in any manner whatsoever;
- (c) immediately remove all branding put up in the Stadium pursuant to the grant of the Naming Rights;
- (d) immediately pay all sums and amounts due to HCA under the terms of this Agreement or otherwise.

5.10 Upon the termination of this Agreement and at any time thereafter Naming Rights Partner shall not:

- (i) disclose or use any confidential information relating to HCA acquired by Naming Rights Partner during or as a result of this Agreement;
- (ii) make any use of logos or any trade marks, trade names and/or logos of HCA or which are similar in nature;
- (iii) purport or insinuate to be the Naming Rights Partner of the Stadium and/or HCA or otherwise associated with HCA and/or the Stadium;
- (iv) claim any adjustment or refund of amounts already paid to HCA under this Agreement

6. GENERAL CLAUSES

GUARANTEE

6.1 If HCA reasonably believes that a parent or associate company (or companies) is (or are) required to guarantee the obligations of Naming Rights Partner under this Agreement then as soon as practicable and in any event within ten days following a

request from HCA, Naming Rights Partner shall ensure that a company (or companies) of financial standing which is (or are) acceptable to HCA duly and properly executes a **Deed of Guarantee** in the form set out at **Schedule 2** and delivers such deed to HCA together with proof of the authorisation of those persons who executed it and/or furnishes any further security, surety or guarantee in any form including without limitation bank guarantee to the satisfaction of HCA.

- 6.2 If Naming Rights Partner fails to comply with any such request then this shall constitute a material breach of this Agreement entitling HCA to terminate this Agreement by written notice to Naming Rights Partner with immediate effect without prejudice to any claim in damages against Naming Rights Partner and all sums paid to HCA by Naming Rights Partner at the date of such termination shall belong to HCA and shall not be refundable.

NO WARRANTY

- 6.3 Naming Rights Partner acknowledges that it alone will carry the risk of commercially exploiting the Naming Rights under this Agreement and that no guarantee or warranty is given by or on behalf of HCA as to the accuracy or suitability of any information provided or to the profitability or economic viability, quality, reliability or fitness of such rights to Naming Rights Partner. HCA disclaims all and any such warranty of any nature whatsoever which may be express or implied or imposed as per applicable law.
- 6.4 All or any information of any kind (whether financial or otherwise) relating to the execution or commercial exploitation of the Naming Rights including without limitation forecasts, budgets, performance ratios and cash flow projections provided to Naming Rights Partner by or on behalf of HCA, whether before the signing hereof (including without limitation in or related to the Invitation to Bid) or during the continuation of this Agreement, is provided on the basis that such information is for Naming Rights Partner's guidance only and in no way shall be treated by Naming Rights Partner as a warranty, representation or guarantee of any kind and Naming Rights Partner hereby acknowledges that it has not relied upon and will not rely upon any such information.

REPRESENTATION AND WARRANTY

- 6.5 Each Party warrants that it has taken full legal advice in respect of this Agreement prior to its execution and that it has and will throughout the Term continue to have full authority to enter into this Agreement and to undertake all of its obligations hereunder.

- 6.6 Naming Rights Partner warrants that all information, documents and contracts provided to HCA in connection with the compliance by Naming Rights Partner with its obligations under this Agreement including as part of it's Bid Documents are true and accurate in all respects and not misleading in any respect and contain all information which is relevant in connection with the information, document or contract being so provided. Without prejudice to the generality of the above, it is specifically stated that any concealment/part concealment/obfuscation of any material fact by the Naming Rights Partner in relation to the information supplied in it's Bid Documents or if any part of Bid Documents is found as false, untrue, incorrect or incomplete, it will amount to a material breach of the Agreement.
- 6.7 Both parties represent that they have no impediment, legal or otherwise to enter into this Agreement and agree to these terms and that the signatories to this Agreement have the authority to execute this Agreement.
- 6.8 Both parties confirm that by entering into this Agreement, they are not in breach or in default of any other agreement with any entity. Both Parties undertake to act in good faith and agree to be bound by the terms of this Agreement.
- 6.9 Naming Rights Partner hereby confirms and represents that it is the owner of the Naming Rights Partner Name and Logo and all rights in relation to the same are owned by Naming Rights Partner. Naming Rights Partner shall fully indemnify HCA in respect of any loss (including without limitation costs, expenses, claims, damages, legal expenses, legal costs) suffered by HCA which results (directly or indirectly) from any action taken against HCA by a third party who claims that Naming Rights Partner use of the Naming Rights Partner Name and Logo infringes such third party's rights.
- 6.10 HCA hereby confirms and represents that it is the owner of all intellectual property rights in the Stadium Name and shall continue to have all rights in respect of the Stadium Name. It is made clear that the Naming Rights Partner shall have no intellectual property rights whatsoever in the Stadium Name at any point of time. It is further made clear that the Naming Rights Partner has only a limited right as provided under this Agreement for usage of the Naming Rights Partner Name in conjunction with the Stadium Name (as provided in this Agreement) and in no manner whatsoever the Naming Rights Partner shall have any rights over the resultant Stadium Name and shall not in any manner be entitled to claim any intellectual property right in the same.

NON DISCLOSURE

- 6.11 Naming Rights Partner, their contractors/employees/personnel or any of them shall not, either during the term of this Agreement or after the expiration of this Agreement, disclose any proprietary or confidential information relating to this Agreement or HCA's business or operations without the prior written consent of HCA, unless such disclosure is required by law or regulation or such information has entered the public domain other than by a breach of this Agreement. Naming Rights Partner shall ensure that its contractors/employees/personnel are bound by and comply with the requirement of confidentiality set out in this Clause.
- 6.12 Neither Party shall be required to treat as confidential any information which is or becomes publicly available or is lawfully obtained from third parties without restriction or disclosure.
- 6.13 No public announcement, press release, communication or circular concerning this Agreement and/or its content shall be made or sent by Naming Rights Partner without the prior consent of the HCA.

INDEMNITY

- 6.14 Naming Rights Partner shall indemnify and hold HCA, its officers, employees and agents harmless from and against all expenses, claims, actions, liabilities, costs or proceedings which HCA, its officers, employees or agents may incur, or which may arise, directly or indirectly, out of or in connection with this Agreement, as a result of any breach, non compliance or non performance of any provision of this Agreement by Naming Rights Partner and/or its contractors/employees/personnel and/or otherwise howsoever in connection with this Agreement.

INDEPENDENT CONTRACTING PARTIES

- 6.15 Both the Parties under this Agreement are independent contracting parties. Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency, special purpose arrangement or any other type of joint arrangement between the Parties.

ENTIRE AGREEMENT

- 6.16 This Agreement hereby cancels and supersedes any and all prior oral or written agreements, communications, correspondence or agreements between the Parties in respect thereof (save and except for information submitted as part of the Bid Documents of the Naming Rights Partner) and:

- (a) this Agreement clearly expresses the Parties' requirements and intentions in connection with the matters contemplated hereby;
- (b) in entering into this Agreement each Party confirms that it has not relied on any warranties or representations which are not expressly set out in this Agreement; and
- (c) the Parties agree that the sole remedy for any breach of any of the warranties or representations included in this Agreement shall be a claim for breach of contract.

6.17 This Agreement including the Schedules etc. (as may be amended from time to time) attached hereto and information submitted as part of the Bid Documents of the Naming Rights Partner contains and records the entire agreement between the Parties, in the subject matter hereof. No part of this Agreement shall be amended without the mutual written concurrence of the parties hereto.

SEVERABILITY

- 6.18 Each of the provisions contained in this Agreement is considered to be reasonable by the parties and each Clause and sub-Clause will be construed as independent of every other provision.
- 6.19 If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable, then insofar as is possible it shall be deemed amended so as to be enforceable and whether or not such amendment is possible the remainder of the Agreement will continue in force and shall not be affected by the illegality, invalidity or unenforceability of any such provision.

ASSIGNMENT

- 6.20 All the rights granted to Naming Rights Partner in this Agreement are personal to Naming Rights Partner and Naming Rights Partner will have no right to assign, sub-licence, transfer this Agreement or to sub-contract or otherwise delegate Naming Rights Partner's obligations under it and/or the benefit or burden of this Agreement to any person or entity without HCA's prior written consent.
- 6.21 HCA may assign, transfer or novate this Agreement and all rights under it to any other party at any time and shall inform Naming Rights Partner thereof in writing.

FORCE MAJURE

- 6.22 If either party is totally or partially prevented or delayed in the performance of any of its obligations under this Agreement by an event of force majeure (as defined below) and if such party gives written notice thereof to the other party specifying the matters constituting the event of force majeure then the party so prevented or delayed shall, be excused of the performance of the affected obligation as from the date of such notice for so long as such cause or delay shall continue.
- 6.23 If any notice is given under this Force Majeure clause , both parties shall attempt (so far as reasonably within their power) to mitigate the effect of the matters referred to in such notice and, in particular, but without limitation, shall endeavour to agree a solution to the consequences of the matters constituting the event of force majeure.
- 6.24 If after 30 days from the date of a notice being given the event of force majeure is still continuing and is in respect of a material obligation under this Agreement, the party who is not affected by the event of force majeure shall have the right by service of a written notice of termination to terminate this Agreement with immediate effect. If any such termination notice is not served within 28 days of the expiry of the said 30 day period then the right to serve such termination notice shall immediately expire in respect of the relevant event of force majeure.
- 6.25 For the purpose of this agreement the term “**event of force majeure**” shall mean any cause affecting the performance of this Agreement arising from or attributable to acts, events, non-happenings, omissions or accidents beyond the reasonable control of the party affected including without limitation, strikes, lock-outs or other industrial action, terrorist action or threat thereof, civil commotion, invasion, war, threat or preparation for war, fire, explosion, storm, flood, earthquake, epidemic and any legislation, regulation or ruling of any government, court or other such competent authority.
- 6.26 The provisions of this Force Majeure Clause shall not excuse, in relation to an event of force majeure, the performance of any obligations under this Agreement (particularly those relating to payments) which can be performed notwithstanding the relevant event of force majeure.

NOTICES

- 6.27 Any notice (the “**Notice**”) required to be given for the purposes of this Agreement shall be given by sending the same by reputed courier service/ registered post or email to the relevant address shown in this Agreement or such other address as shall have been notified (in accordance with this Clause) by the party concerned as being its address for the purposes of this Clause.

- 6.28 Any Notice so sent by post/courier shall be deemed to have been served 2 business days after despatch and in proving this service it shall be sufficient proof that the Notice was properly addressed and stamped and despatched.
- 6.29 Any Notice sent by email shall be deemed to have been served on the date of transmission if transmitted on a business day between the hours of 0900 – 1630 to the location of the recipient or, if not so transmitted in such time period, shall be deemed to have been served on the next business day following the date of transmission thereof.

CONFIDENTIALITY

- 6.30 The parties shall at all times treat this Agreement as being private and confidential and its contents shall not be used for any purpose (other than the proper performance of this Agreement) or disclosed either directly or indirectly to any person except:
- (a) with the prior written agreement of both parties; or
 - (b) as may be required by any statutory, regulatory or governmental or quasi governmental authority, pursuant to the rules of any recognised stock exchange or as otherwise required by law.

LIMITATION OF LIABILITY

- 6.31 Neither party shall be liable to the other for any indirect or consequential loss or damage arising out of or in connection with this Agreement. Without prejudice to the above exclusion the total liability of HCA to Naming Rights Partner shall not exceed the sums receivable by HCA under this Agreement in the year in which such liability occurs.
- 6.32 No party will have any authority to bind the other and will not pledge the credit of the other party nor represent itself as being the other party's, partner, employee, agent or representative and will not hold itself out to any third party as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other party.

NO WAIVER

- 6.33 The failure to exercise a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of any other rights or remedies.

A waiver of a breach of any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement

GOVERNING LAW AND DISPUTE RESOLUTION

- 6.34 This Agreement shall be governed by and construed in accordance with Indian law and the Courts at Hyderabad shall have sole and exclusive jurisdiction in relation to any dispute arising out of and/or in connection with the terms of this Agreement.
- 6.35 If any dispute arises under this Agreement which cannot otherwise be amicably resolved between the parties, such dispute shall be submitted to arbitration and conclusively resolved by a sole/single arbitrator appointed by mutual consent. In the event the parties fail to appoint the sole/single arbitrator by mutual consent in such an event the sole/single arbitrator shall be duly appointed as per the provisions of the Arbitration and Conciliation Act 1996, or any statutory modification or re-enactment then in effect.
- 6.36 Both parties shall share equally the costs, fees and other expenses of the single arbitrator appointed by them in accordance with the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment then in effect.
- 6.37 The venue for arbitration shall be Hyderabad and the arbitration shall be conducted in the English language.
- 6.38 Each of the parties hereby acknowledges and agrees that its failure to participate in arbitration proceedings in any respect, or, to comply with any request, order or direction of the arbitrator, shall not preclude the arbitrator proceeding with such arbitration and/or making a valid final award.
- 6.39 In the event of any breach or anticipated breach of the provisions of this Agreement, HCA only shall have the right to bring an action seeking injunctive or other equitable relief against the Naming Rights Partner before the Courts of Hyderabad which shall be without prejudice to it's other legal rights including without limitation right to damages.

AS WITNESS whereof the parties or their duly authorised representatives have signed this Agreement on the date shown below.

FOR AND ON BEHALF OF HYDERABAD CRICKET ASSOCIATION

Name: _____

Title: _____

Dated: _____

FOR AND ON BEHALF OF NAMING RIGHTS PARTNER

Name: _____

Title: _____

Dated: _____

APPENDIX A

RESOLUTION OF HCA

CONFIDENTIAL - FOR DISCUSSION PURPOSES ONLY

APPENDIX B

RESOLUTION OF NAMING RIGHTS PARTNER

APPENDIX C

NAMING RIGHTS PARTNER NAME AND LOGO

SCHEDULE 1

ADDITIONAL NAMING RIGHTS

Pursuant to Clause 2.2 of this Agreement the Naming Rights Partner shall have the following entitlements:

1. Absolute product category exclusivity in all HCA owned and controlled media and events.
2. Permission to develop a new creative "**Sponsor Stadium Logo**" in consultation with and subject to prior written approval by HCA.
3. Affix the **Sponsor Stadium Logo** on the external signage of the Stadium at the most prominent location (mutually agreed between the parties).
4. Affix the **Sponsor Stadium Logo** on 2 (two) drop down signs, at the most prominent location (mutually agreed between the parties).
5. Create and affix 1 (One) impact experiential installation design subject to prior written approval by HCA.
6. Erect 1 **Sponsor Stadium Logo** Blimp (within the Stadium perimeters) subject to Air Traffic Controller's prior written approval.
7. Name 2 (two) ends of the Stadium with the **Sponsor Brand Name**.
8. Create 4 (four) wall graphics in the Stadium with the **Sponsor Stadium Logo**.
9. Erect 2 LED board structures in the Stadium with the **Sponsor Stadium Logo**.
10. Affix the **Sponsor Brand Logo** on the space behind the LED board structure at the Stadium.
11. 5 HCA Memberships to use HCA facilities.
12. 1 (one) prime location suite (20 seats) during Match days, with entertainment costs provided by the Naming Rights Sponsor.
13. **Sponsor Stadium Logo** to be included in 10 way finding signages at the Stadium.
14. **Sponsor Stadium Logo** to be included in the signages in each parking lot of the Stadium.
15. **Sponsor Stadium Logo** to be included in 1 Stadium pylon.
16. **Sponsor Stadium Logo** to be included in 12 Gate arches of the Stadium.
17. **Sponsor Stadium Logo** to be included in the staircase branding of the Stadium.
18. Access to the Club House of the Stadium, for a period of 6 days in a calendar year, for corporate meetings only during HCA working hours and days and not any Match days, with prior intimation to HCA.
19. Affix the **Sponsor Stadium Logo** on the Floodlights in the Stadium.
20. Affix the **Sponsor Brand Logo** at the Convention Centre in the Stadium.
21. Affix the **Sponsor Brand Logo** in the Indoor cricket facilities in the Stadium.
22. Affix the **Sponsor Brand Logo** in the Net facilities in the Stadium.
23. 50 complementary tickets per Match.

24. **Sponsor Stadium Logo** to be included in 5 (five) VIP Parking signs in the Stadium.
25. 100 Prime seats purchase priority.
26. **Sponsor Stadium Name** to be included in all official written communications by HCA.
27. **Sponsor Stadium Name** to be included in all official oral references to the Stadium.
28. **Sponsor Stadium Logo / Name** on LED boards in the Stadium before, during and after each game.
29. **Sponsor Stadium Logo** to be displayed on 20% display spots on Digital Display Boards in the Stadium.
30. **Sponsor Stadium Name** to be included in the audio announcements before, during and after the Matches to be played in the Stadium.
31. **Sponsor Stadium Logo** to be included in the jerseys / suits for all Stadium personnel, including HCA members.
32. **Sponsor Stadium Name** to be included on HCA websites.
33. **Stadium Logo/Name** to be put on all design materials, images, illustrations, renderings, site plans, blueprints, animation, video or other depictions that are developed for the Stadium.
34. **Sponsor Stadium Name** to be put on the ticketing partners websites / apps.
35. **Sponsor Stadium Logo** shall be at least 20% larger than any other logo in the Stadium.
36. **Sponsor Stadium Logo** shall have the right Illumination standards, which will have greater intensity than the illumination of any other logo in the Stadium.
37. HCA shall make all reasonable efforts and shall request the concerned state and local transportation agencies to include the Sponsor Stadium Name in their media.
38. HCA shall make all reasonable efforts and shall request the local television, radio, print and other media broadcasters to use the Sponsor Stadium Name when referring the Stadium in all public broadcasts.

SCHEDULE 2

FORM OF GUARANTEE