



Expression of Interest Agreement

Entered into by and between:

Super 20 Rugby World Series LLC
("the Organiser")

And

("the Franchisee")

Contact details:

www.super20rugby.com

info@super20rugby.com

1. Interpretation and Definitions

1.1. In this agreement:

- 1.1.1. Headings of clauses are used for convenience only and shall be ignored in construing this agreement;
- 1.1.2. Words importing natural persons shall include a reference to bodies corporate and other legal personae and vice-versa;
- 1.1.3. Words importing the masculine shall include a reference to the feminine and other genders;
- 1.1.4. Words importing the singular shall include a reference to the plural and vice-versa;
- 1.1.5. Annexures to this agreement shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 1.1.6. Reference to a party in a document includes the parties successors and permitted assigns;
- 1.1.7. Where the day on or by which anything has to be done is not a business day, it shall be done on or by the first business day thereafter;
- 1.1.8. For the purposes of reckoning any number of days prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or Public Holiday in which case the last day shall be the next succeeding business day;
- 1.1.9. A reference to a document includes an amendment or supplement to, or replacement or novation of that document;
- 1.1.10. Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;
- 1.1.11. Neither the *contra proferentem* rule or any other rule of construction that this agreement be interpreted against the party

responsible for the drafting or preparation of this agreement, shall apply;

1.2. In this agreement, unless the context clearly indicates otherwise, the following words and expressions shall have the meaning assigned to them hereunder:

- 1.2.1. “controlling union” means the IRB sanctioned body under whose control the Franchisee falls;
- 1.2.2. “Franchisee” means the rugby club or Super League Club named in Clause 1 of Schedule One to this agreement;
- 1.2.3. “Franchise Participation Agreement” means the agreement to be signed between the Franchisee and the Organiser within 90 days of fulfilment of all conditions precedent and which will contain all the terms, conditions, rules and standards pertaining to the operation and management of the series of events and franchises;
- 1.2.4. “IRB” means the International Rugby Board;
- 1.2.5. “IRB World Cup” means the senior international competition held under the auspices of the IRB every four years
- 1.2.6. “Organiser” means Super 20 Rugby World Series LLC, a limited liability company duly incorporated according to the laws of the State of Delaware with offices at 4210 Kennett Pike, Route 52, Greenville, Delaware, 19807 United States of America;
- 1.2.7. “Series Advisory Board” means the committee comprising of two representatives of each franchise and

representatives of the Organiser who will advise the Organiser on competition and policy issues;

- 1.2.8. “territory” means the geographical area in which the Franchisee is based, the exact extent of which area will be defined in consultation with the Franchisee;

2. Recordal

2.1. Whereas:

- 2.1.1. The Organiser is desirous of establishing a structure to facilitate international competition and entertainment in the sport of rugby union football.
- 2.1.2. The Organiser specifically wishes to promote the standard of competition in second and third tier rugby playing nations.
- 2.1.3. The Organiser will allocate 20 (twenty) franchises to entities that are desirous of participating in the competition structure established by the Organiser and 3 (three) franchises to entities who will form the Challengers-in-waiting.
- 2.1.4. The Organiser and Franchisee record that although no sanction or involvement is required from the IRB due to the nature and structure of the competition, not being a National Team tournament, they have nevertheless as a courtesy and in the spirit of growing the game of rugby, invited the IRB’s participation and will continue to do so.
- 2.1.5. The Franchisee is desirous of participating in the series of events forming the competition structure.
- 2.2. The Franchisee accordingly wishes to subscribe to a franchise and consequently become a party to this binding Expression of Interest Agreement which agreement will in due course be supplemented by a

Franchise Participation Agreement containing the detailed terms and conditions relating to the series of events.

3. Franchise Participation

3.1. Subject to the conditions precedent, the Organiser hereby grants the sole franchise rights for the territory to the Franchisee for the contract period, who hereby accepts such rights.

3.2. The franchise rights are granted by the Organiser and accepted by the Franchisee upon the terms and conditions contained in this agreement, subject to the understanding that detailed terms and conditions relating to the operation and management of the franchise and competition will be contained in the Franchise Participation Agreement.

3.3. The contract period shall commence upon signature of the Franchise Participation Agreement and shall terminate on 31st December 2014.

3.4. The contract period may be renewed for a further period of four years at the option of the Franchisee.

4. Structure of Competition

4.1. The parties agree that the Organiser will arrange and control an annual series of rugby matches in which the various franchises play one another.

4.2. The competition will be known as the Super 20 Rugby World Series and will be played annually from July to November (except in IRB World Cup years in which no competition will take place) according to competition rules provided to each franchise in the Franchise Participation Agreement.

4.3. The parties agree that the structure and format of the competition will essentially be in accordance with the guidelines contained in Annexure "A" to this agreement.

4.4. The Franchisee acknowledges that the franchise finishing last in each years competition may be relegated to a subsidiary competition known as the Challenger-in-Waiting competition forming part of the series of events.

5. Duties of the Organiser

5.1. The Organiser shall arrange, structure and control the competition format and series of events.

5.2. The Organiser shall market the series of events internationally.

5.3. The Organiser shall assist the franchisee in recruiting and managing an elite international squad of players and technical staff, procuring franchise sponsors and marketing the franchise within the territory.

5.4. The Organiser shall assist the franchisee in arranging and hosting events within the territory.

5.5. The Organiser shall share revenue generated from series sponsorships and the sale of television rights with the franchisees in the form of an annual grant of not less than \$3 000 000.00 (three million US dollars).

5.6. The Organiser shall assist the Franchisee in establishing and staffing suitable technical and management structures for the franchise and in preparing coaching, marketing and sponsorship plans.

5.7. The Organiser shall make available funding not exceeding \$1 000 000.00 (one million US dollars) to the Franchisee as compensation for the controlling union.

6. Rights of the Organiser

6.1. The Organiser shall own all intellectual property rights associated with the series of events.

6.2. The Organiser shall be entitled to all revenue generated from series sponsorships and the local and international sale of television and other broadcast rights subject to the Organisers duty to share such revenue with the franchisees in terms of clause 5.5 above.

6.3. The Organiser shall be entitled to determine the dates, times and venues of games in consultation with franchisees.

7. Duties of the Franchisee

7.1. The franchisee agrees and undertakes to recruit and maintain a competitive group of rugby players and support staff.

7.2. The franchisee undertakes to enter a team to play each game in which it is scheduled to participate in the competition.

7.3. The franchisee shall market and promote the franchise within the territory.

7.4. The franchisee shall be bound to use the goods and services provided by the series sponsors and made available free of charge to the franchise.

7.5. The franchisee shall endeavour to attract franchise sponsors to further financially support the franchise.

7.6. The franchisee shall name and brand the team in consultation with the Organiser on the understanding that the name of the largest city in the franchise territory will form the prefix of the team name.

7.7. The franchisee shall procure a suitable venue to play home games in accordance with the standards set out in the Franchise Participation Agreement.

7.8. The franchisee shall host home games at its cost in accordance with standards set by the Organiser from time to time.

7.9. The franchisee shall not engage with any sponsors who are in competition with series sponsors without the prior written consent of the Organiser.

7.10. The franchisee shall procure the assistance of the controlling union in providing suitable match officials.

8. Rights of the franchisee

8.1. The franchisee shall be entitled to retain sponsorship funding from franchise sponsors that it has secured.

8.2. The franchisee shall receive an annual grant of \$3 000 000.00 from the Organiser...

8.3. The franchisee shall be entitled to retain revenue generated from home games including (but not limited to) gate takings, concession revenue, sale of franchise merchandise and programme sales.

8.4. The head coach and Chief Executive Officer of the Franchisee shall sit on the Series Advisory Board.

8.5. Conditions Precedent

8.6. This agreement is subject to the condition precedent that the Organiser:

8.6.1. enters into participation agreements with at least 20 (twenty) different franchises by 30 September 2007;

8.6.2. obtains series sponsorship funding in the amount of not less than \$70 000 000.00 (seventy million US dollars) by 31 October 2007.

8.7. In the event that both suspensive conditions are not met by the due date (or such later date that the parties may agree to in writing) this agreement shall lapse and neither party shall have any further claim against the other.

8.8. In the event of the suspensive conditions being met, the parties agree to sign the Franchise Participation Agreement within 90 (ninety) days of fulfillment of the suspensive conditions.

9. General

9.1. This agreement will be interpreted according to the laws of the State of Delaware, United States of America.

9.2. No indulgence or waiver granted by a party to the other party shall constitute a waiver of that party's rights under this agreement.

Signed at _____ on this ____ day of _____ 2007



For and on behalf of the Organiser
who warrants his authority to sign

Signed at _____ on this ____ day of _____ 2007

For and on behalf of the Franchisee
who warrants his authority to sign
and to bind the Franchisee to this
agreement

SCHEDULE ONE

1	Registered name of Franchisee	
2	Registered address	
3	Current Stadium	
4	President/Chairman	
5	Mobile number	
6	E-mail	
7	CEO/Administrator	
8	Mobile number	
9	E-mail	
10	Head Coach	
11	Mobile number	
12	E-mail	
13	Franchise postal address	
14	Current stadium office number	
15	Stadium address	