



EOI DOCUMENT FOR

WORLDWIDE MEDIA RIGHTS

SATELLITE TV BROADCASTING RIGHTS AND DIGITAL OTT RIGHTS FOR WORLD WIDE INCLUDING BANGLADESH

BANGLADESH PREMIER LEAGUE (BPL) T20 12TH EDITION

EOI Document

For

WORLDWIDE MEDIA RIGHTS

(Satellite TV Broadcasting Rights and Digital OTT Rights for Global including Bangladesh)

BANGLADESH PREMIER LEAGUE (BPL) T20

(12th Edition of BPL T20-2026)

N.B: This document is confidential and includes classified information and should not be disclosed in public

The Press Advertisement

Bangladesh Premier League T20 (BPL T20) Worldwide Media Rights



Ref No: BCB/Worldwide Media Rights /BPL T20/ 2025/731

Date: 16th October 2025

Expression of Interest (EOI)

The Bangladesh Cricket Board (BCB) hereby invites Expression of Interest (EOI) along with Financial Offers from the TV Broadcasters/Marketing Agents/Consortiums for acquiring the following Worldwide Media Rights of the Bangladesh Premier League T20 (BPL T20) only for the 12th edition of BPL T20-2026:

- 01. Satellite TV (Linear) Rights Worldwide including Bangladesh.
- 02. Digital OTT (Over-the-Top) Rights Worldwide including Bangladesh.

Eligibility Criteria:

- a) Companies involved in Tobacco, Alcohol (both surrogate and non-surrogate), Betting, or Online betting and its surrogate shall not be eligible to participate in this EOI process.
- b) Any person or entity having an existing unresolved dispute with the BCB or ICC on a point of law or fact shall be deemed ineligible to acquire the aforementioned rights or to participate in the EOI process.
- c) Interested applicants (TV Broadcasters/Marketing Agencies/Digital Marketing Agencies/Consortiums) should have the appropriate experience, infrastructure, staffing, resources, capability, and financial standing to participate in the EOI process.
- d) The Broadcaster/ TV Channel must be in operation (on air) for at least 03 (Three) years. Marketing agents must have the capability and reasonable experience in marketing international standard cricket events.

EOI Submission Procedure:

A detailed EOI document has been developed incorporating all necessary EOI details and documents for acquiring the abovementioned Worldwide Media Rights will be available from Saturday, 18th October 2025 at:

- BPL Office, Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216
- · Official Websites: www.tigercricket.com.bd & www.bplt20.com.bd

Interested parties must submit their EOI applications in a sealed envelope addressed to the Member Secretary, BPL Governing Council, Bangladesh Cricket Board (BCB) at the BCB Management Office, Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, by the close of business hours on Thursday, 30th October 2025. Interested participant may submit the Financial Offer electronically via email at bplt20@bcb-cricket.com.

The EOI needs to be accompanied with the following documents:

- 01. Company Profile and Individual Directors' / Owners' Profile.
- 02. Latest auditor's report on financial statements (each consortium's member must submit separately).
- 03. Bank Solvency Certificate along with bank Statement.
- 04. Certified copy of Memorandum and Articles of Association along with certificate of Incorporation or similar constitutional documents.
- 05. Updated VAT Registration Certificate, Trade License and Tax Identification Number (TIN) Certificate or similar documents.
- 06. In case of consortium/ Joint Venture (JV) a Notarized Consortium/ JV Agreement.

The BCB reserves the unconditional right to accept or reject any or all offers at its sole discretion without assigning any reason whatsoever during the EOI process. The BCB also reserves the right to amend, postpone or cancel the entire EOI process and / or modify, add or alter the terms of the document and/ or the conditions for EOI process by issuing further addendum(s) at any time prior to the submission of the EOI.

Member Secretary

BPL Governing Council

Management Office: Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216

Note: You can visit BCB's official website www.tigercricket.com.bd for better graphics/version of this press advertisement.

1. INTRODUCTION

- 1.1 BANGLADESH CRICKET BOARD, a national sports organization recognized by National Sports Council, is the governing body for the game of cricket in Bangladesh having its Management Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, and Dhaka-1216 (hereinafter referred to as "BCB". The Bangladesh Premier League (BPL) Governing Council of BCB hereby invites EOI along with Financial Offers from reputed TV Broadcasters /Marketing agencies/ Digital Marketing Agencies/Consortiums for the following Worldwide Media Rights of the Bangladesh Premier League T20 (BPL T20) only:
 - Satellite TV (Liner) Rights Worldwide including Bangladesh
 - Digital OTT (Over-the-Top) Rights Worldwide including Bangladesh

2. DEFINITION

- 2.1 "Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;
- 2.2 "BCB" means the Bangladesh Cricket Board, the governing body to regulate and promote the game of cricket in Bangladesh with its Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh and its assigns.
- 2.3 "BCB Network Logo" means the BCB logo.
- 2.5 "BPL" shall mean the franchisee based T20 tournament named Bangladesh Premier League organized by the BCB.
- 2.6 **"BPL Governing Council"** means the body formed by the BCB to operate the Bangladesh Premier League (BPL) smoothly, effectively and successfully.
- 2.7 "BPL Mark" means the official BPL emblem (including any foreign translation and any permutation and derivation thereof), any trademark owned or controlled by BCB and any BPL Event Marks produced from time to time.
- 2.8 **"BPL Sponsor**" means any third party who has entered into, or enters into during the contract Period, a sponsorship agreement with BCB, including but not limited to the ground sponsors, title sponsors etc.
- 2.9 "Branding Guidelines" means those regulations, restrictions and limitations issued from time to time by, or on behalf of BCB relating to the use and reproduction of the official titles of each BPL edition, the BPL Event Marks and third-party marks, logos and devices.
- 2.10 "Intellectual Property" means all copyright, trademarks, patents and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trademarks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.
- 2.11 "**Matches**" mean the T20 matches forming part of, and comprising, the BPL Events within the Period; and "Match" shall refer to any one of the Matches.
- 2.12 **"Period**" means a period of 12th edition /season of BPL T20-2026, during which the 12th edition/season of BPL T20 Tournament are scheduled to be held;
- 2.13 "Rights Fee" or the "Sponsorship Fee" means the fee to be paid by the Title Sponsorship & Ground Branding Rights Holder to BCB for the grant of the Rights.
- 2.14 "Sub-Licensed Rights" means those parts of the Rights which are granted to a Sub-Licensee under a Sub-License Agreement.
- 2.15 "**T20**" means a Twenty20 Match.

2.16 "Media Rights" in this EOI Document means Satellite TV Broadcasting Rights and Digital OTT Rights for Global including Bangladesh for 12th edition/season of BPL T20.

3. GRANT

3.1 BCB being the governing body for the game of Cricket within the territory of Bangladesh and being a full member of International Cricket Council ("ICC") and Asian Cricket Council ("ACC") has the sole and exclusive authority to organize domestic T20 League /Tournament. This EOI document constitutes an invitation to reputed TV Broadcasters /Marketing agencies/ Digital Marketing Agencies/Consortiums for the Worldwide Media Rights (Satellite TV Broadcasting Rights and Digital OTT Rights) for Global including Bangladesh) for 12th edition/season of BPL T20.

4. ELIGIBILITY

- 4.1 Companies related to/ directly or indirectly involved in Tobacco, Alcohol (surrogated and non-surrogated), Betting, and online betting and its surrogate shall not be eligible to participate in the EOI process.
- 4.2 Any person(s) or entities with an existing unresolved dispute(s) or regarded as non-compliant in its previous involvement (e.g. Financial, Disciplinary etc.) with BCB or ICC shall be ineligible to participate in the Bidding Process or to obtain this document from BCB on payment, or to acquire the aforementioned Media Rights.
- 4.3 Interested applicants (TV Broadcasters /Marketing agents/ Consortiums) should have the appropriate experience, infrastructure, staffing, resources, capability, and financial standing to participate in the Bidding process
- 4.4 The broadcaster / TV Channel must be in operation (on air) for least 03 (three) years. Marketing Agency/Consortium must have the capability and reasonable experience in marketing international standard cricket events.
- 4.5 The EOI participant must have the legal capacity to enter into a contract. The EOI participant shall not be insolvent, bankrupt or wound up or its business activities shall not be suspended, and it shall not be subject to legal proceedings for any of the above.
- 4.6 The EOI participant must certify that neither the bidder nor its owner nor any of their affiliates or subsidiaries is engaged in any business related to Tobacco, Alcohol (Surrogated & Non-Surrogated products), betting or gambling in any form, or any defense or national security related business. The EOI participant shall also undertake that it is in no way involved in any activities that may be regarded as unlawful. Any offer of a company which does not fulfill the above specific qualification shall stand automatically rejected.
- 4.7 All prospective EOI participants shall provide the following information/disclosure by way of **Statement of Qualification**:
 - 4.7.1 General description of the type of business in which the EOI participant is currently engaged.
 - 4.7.2 Certification duly signed by the authorized person of the EOI participant that neither the EOI participant nor the owner/shareholder nor any of their affiliates or subsidiaries is engaged in any business related to Tobacco, Alcohol (Surrogated & Non-Surrogated products), betting or gambling in any form, or any defense or national security related business.
 - 4.7.3 Details of qualification and experience of key persons who the EOI participant intends to nominate to interact with the BCB together with brief CV of such individuals.
 - 4.7.4 Undertaking that the EOI Participant is in no way involved in any activities that may be regarded as unlawful.

5. NAME OF THE TOURNAMENT

5.1 The 12th edition/season of BPL T20 Tournament has been named as "BANGLADESH PREMIER LEAGUE (BPL) T20"

(Alternatively referred to as "BPL T20").

6. COMMENCEMENT

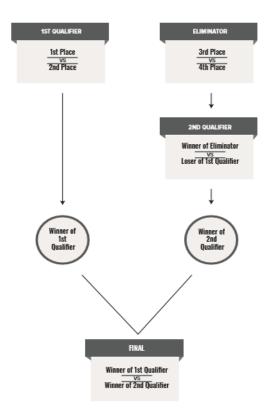
- The 12th edition of BPL T20 is tentatively scheduled to be held in the year 2026. It is to be noted that 12th edition of BPL T20 2026 is tentatively scheduled between Mid Dec 2025 Mid Jan 2026 (subject to any changes at the sole discretion of BCB).
- 6.2 PARTICIPATING TEAM: Only 05 (Five) Franchise Teams will participate in 12th, edition of BPL T20. However, the Governing Council / BCB may change the number of participating teams in any edition/season of BPL T20 at its sole discretion.

7. TOTAL MATCH

7.1 A total of 24 matches will be played throughout the tournament including 03 play-off and the final matches in the 12th edition of BPL T20. However, the Governing Council / BCB may change the number of matches considering the participating team in 12th Edition/season of BPL T20 at its sole discretion.

8. FORMAT OF THE TOURNAMENT

- 8.1 After completion of the double league round, top 04 (four) teams will play the Play-off matches. There will be 03 (three) Play-off matches, 1st Qualifier match, the Eliminator match and 2nd Qualifier match. 1st Qualifier match will be played between the teams standing number 1 (one) and 2 (two) of the point table after completion of the double league rounds. The Eliminator match will be played between the team standing number 3 (one) and 4 (two) on the point table. 2nd Qualifier match will be played between the Winning Team of The Eliminator match and the losing Team of 1st Qualifier match.
- 8.2 The Final will be played between the winning team of 1st and 2nd Qualifier match. The team winning the final match will be the Champion. In the case of no result in the final match the participating teams will be declared Joint Champion.



9. TOURNAMENT VENUE (TENTATIVE)

All matches of 12th edition/season of BPL T20 will be played in three (03) International Venues as follows:

- i. Sher-e- Bangla National Cricket Stadium (SBNCS), Dhaka
- ii. Bir Shreshtho Flight Lieutenant Matiur Rahman Cricket Stadium (BSFLMRCS), Chattogram
- iii. Sylhet International Cricket Stadium (SICS), Sylhet.

Note: BPL Governing Council / BCB may change the venues for the BPL T20 tournament in any edition/season at its sole discretion

10. GRANT

10.1 This Document constitutes an invitation to entities to submit the EOI along with financial offer for acquiring the **Worldwide Media Rights (Satellite TV (Linear) Rights and Digital OTT Rights for Global including Bangladesh** for a period of one (01)

edition/season i.e. 12th edition of BPL T20 which is tentatively scheduled to start from Mid-Dec 2025 to Mid-Jan 2026 (subject to any changes at the sole discretion of BCB).

11. FINANCIAL PROPOSAL:

- 11.1 The financial proposal should state the figure of the NET Sponsorship Fee in Bangladeshi Taka and/or US Dollars (in words and numbers) excluding of VAT/Tax/any other deductions depending on local or foreign EOI Participant.
- The following payment structure shall apply in respect of the **Worldwide Media Rights (Satellite TV (Linear) Rights and Digital OTT Rights for Global including Bangladesh** and the Sponsorship Fee shall be payable by the successful EOI participant to BCB in the following manner:
 - (i) Rights Fee or Sponsorship Fee for this particular edition/season Worldwide Media Rights for BPL T20 (12th edition) must be paid as per the following manner:
 - 1) The 1st installment, amounting (NET) to 50% of the total rights fee, shall be paid by the Sponsor to BCB within three (03) working days from the receipt of the Letter of Intent (LOI).
 - 2) 2nd installment comprising 50% of the total rights fee shall be paid by the Sponsor to BCB during the League Stage.
 - (ii) The Mode of Payment: Bank transfer at the BCB designated account/ Account Payee Cheque/ Pay order/ DD made in favour of "BCB BANGLADESH PREMIER LEAGUE T20"
 - (iii) Currency: For local company in Bangladeshi Taka; for foreign company in US Dollar.
 - (iv) The successful EOI participant must submit an unconditional and irrevocable Bank Guarantee as per BCB standard format (ANNEXURE A) for the sum of remaining 50% of the NET offered value for 12th edition of BPL edition/season accepted by BCB in favour of "Bangladesh Cricket Board" that is valid for a period of 06 months, within 72 hours from the issuance of LOI.
 - (v) Penalty for delay payment: In the event the successful EOI participant fails to make payments as aforesaid on the stipulated dates, the successful EOI participant shall be liable to pay interest @ 5 % from the due date of payment till the completion of the 15 days cure period given by BCB by serving a notice.
 - (vi) The successful EOI participant will be required to execute Long Form contract/agreement provided by BCB within 07 (Seven) working days of the intimation of the award of the contract at place and time to be notified by BCB later. Failure

to execute such contract/agreement and to provide the payment of the first installment of the contract/agreement price will mean that the Sponsorship Rights shall be considered terminated automatically.

- (vii) The payment referred above will be secured accordingly from the successful EOI participant and failure to comply will result in disqualification.
- (viii) The payment of sponsorship fees is NET amount and excluding of VAT/Tax & any other deductions.

12. RIGHTS OF THE SUCCESSFUL EOI PARTICIPANT

- 12.1 In consideration of the payment by the Successful EOI Participant of the Worldwide Media Rights Fee, BCB shall grant the Worldwide Media Rights on an exclusive basis subject to, and in accordance with, the terms and conditions of this Invitation to EOI Document and applicable laws of each Territory from time to time in force. For the avoidance of doubt, the Rights shall constitute the right to broadcast or distribute audio-visual, visual coverage of all matches of 12th edition of BPL T20-2026, set out in ANNEXURE C (i.e. matches and related events by way of Satellite Television, Radio, Digital OTT platform but subject at all times to the Excluded Rights).
- 12.2 Worldwide Media Rights includes the following rights:
- 12.3 **Satellite TV (linear) Rights:** The Rights shall constitute the rights during the Period to broadcast or otherwise distribute audiovisual and visual coverage of the all matches of the 12th edition of BPL T20-2026 by way of Satellite Television only but subject at all times to the Excluded Rights.

Territory: Worldwide and Bangladesh.

12.4 **Digital OTT (Over-The-Top) Rights:** The Rights shall constitute the rights during the Period to broadcast or otherwise distribute audio-visual and visual coverage of the all of the all matches of the 12th edition of BPL T20-2026 by way of internet via OTT (Over-The-Top) platform that may be used for broadcasting in future but subject at all times to the Excluded Rights.

Territory: Worldwide and Bangladesh.

- 12.5 The Successful EOI Participant (Worldwide Media Rights Holder) shall be entitled, subject only to the restrictions expressly set out herein, to market and /or negotiate and/or sell the rights (or any part thereof) to sublicense for exercise in the territories (or any part thereof) during the period. The Successful EOI Participant must intimate to BCB the identity of the proposed sublicensee and obtain BCBs' written approval at least Three (03) working days prior to appointing it as the sub-licensee. However, BCB reserves the rights to object to and refuse any such sub-license provided such objection is made within three (03) working days of such intimation by the successful EOI Participant. In the event BCB raises such objection, the Successful EOI Participant undertakes not to appoint the said entity as its sub-licensee. Any grant of sub-license rights shall be done by the sub-license agreement(s) executed by and between the successful applicant and the sub-licensee. The Successful EOI Participant shall be required to provide BCB with copies of all sub-licensing agreement prior to signature of such agreements and the Successful EOI Participant agrees to procure express consent to such disclosure from each Sub-Licensee.
- 12.6 BCB shall be responsible for the TV production of all matches of the 12th edition of BPL T20-2026. Furthermore, BCB will decide the TV production level and Technical Specification at its sole discretion.

13. OTHER BENEFITS OF THE WORLDWIDE MEDIA RIGHTS HOLDER:

- The sponsor shall get one (01) Hospitality box with Sixteen (16) seats along with hospitality, Air Conditioning and Television facility (subject to availability) or best available tickets for each BPL T20 match (in 12th edition of BPL T20) in the designated venue during the contractual period on a complementary basis.
- 13.2 In addition to that, the sponsor shall get Ten (10) Grand Stand Tickets and Twenty (20) Club House Tickets and Twenty (20) Gallery Tickets of each BPL T20 match (in 12th edition of BPL T20).

- 13.3 The sponsor and their nominated representatives will be given accreditation cards and duty passes to execute their operation.
- 13.4 The Sponsor will be provided sufficient Car Stickers for their nominated representatives.
- 13.5 BCB will give the opportunity to all sponsors to buy Match Tickets (subject to availability) upon their request.

14. EOI SUBMISSION PROCEDURE:

The EOI along with financial offer (prepared in accordance with the EOI Document "General Guidelines") must be submitted in a sealed envelope addressed to: **The Member Secretary** of BPL Governing Council, BCB Management Office, Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, and Bangladesh during business hours (between BST 1000 to BST 1700) on or before **Thursday 30**th **October 2025**. Interested participant may submit the Financial Offer electronically via email at bplt20@bcb-cricket.com

The EOI needs to be accompanied with the following documents:

- 1. Company Profile and Individual Directors' / Owners' Profile.
- 2. Updated auditor's report on financial statements (In case of consortium, each party's auditor's report needs to be submitted individually).
- 3. Bank Solvency Certificate along with Bank Statement.
- 4. Certified copy of Memorandum and Articles of Association along with certificate of Incorporation or similar constitution al documents.
- 5. Updated Business Identification Number (BIN), Trade License and Tax Identification Number (TIN).
- 6. Certificate or similar documents in case of Consortium, notarized Consortium Agreement.

14.1 Floor Price:

The floor price for the Worldwide Media Rights of 12th edition of BPL T20 is Net BDT 20,00,00,000 (Taka Twenty Crore only) for local entity or an amount of Net USD 16,53,000 (US Dollar Sixteen Lac Fifty-Three Thousand only) for overseas entity.

The BCB reserves the right to accept or reject any or all offers at its sole discretion without assigning any reason. The BCB also reserves the right to cancel the entire EOI process and / or modify, add or alter the terms of the document and/ or the conditions for EOI by issuing an addendum(s) at any time prior to the submission of the EOI.

TENTATIVE TOURNAMENT SCHEDULE

SL No	Edition	Teams	Date (Tentative)	Year (Tentative)	Days (Tentative)
1	12 th Edition	05	Mid Dec 2025- Mid Jan 2026	2026	25

TENTATIVE TOURNAMENT SCHEDULE

Bangladesh Premier League (BPL) T20 (12th Edition)

Please note that, schedules are indicative and are subject to change. The BCB shall not be responsible for any cancellation, modification, change of match venue, time or format.

TO BE CONFIRMED LATER

ANNEXURE – A

Worldwide Media Rights Agreement

(Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh)

DRAFT

WORLDWIDE MEDIA RIGHTS AGREEMENT

(Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh)

This **WORLDWIDE MEDIA RIGHTS AGREEMENT** (hereinafter to be referred to as the "Agreement") is made and entered into on this the October 2025 by and between.

Bangladesh Cricket Board, represented by its Chief Executive Officer **Mr. Nizam Uddin Chowdhury**, having its Office at, Sher-e-Bangla National Cricket Stadium, Mirpur, Dhaka 1216, Bangladesh (hereinafter referred to as the "BCB" which expression unless repugnant to the context shall mean and include its successors-in-office, legal representatives, administrators, successors, assigns etc.) of the **FIRST PART**,

AND

BCB and (Name of the Company) are collectively referred to as 'Parties' and individually as 'Party'.

(Name of the Company) is hereinafter collectively and/or individually referred to as the "Worldwide Media Rights Holder/Broadcaster")

WHEREAS, **BANGLADESH CRICKET BOARD**, an affiliated sports organization under the National Sports Council Act, 2018 having the authority to regulate and promote the game of cricket in Bangladesh published an **Expression of Interest (EOI)** Advertisement dated 16th October 2025 to invites Expression of Interest (EOI) among with Financial Offer/Proposal from reputed TV Broadcasters or Marketing agents for acquiring the following Worldwide Media Rights (Satellite TV Broadcasting and Digital OTT Rights for Global including Bangladesh) of BPL T20 Tournament for 12th edition of BPL T20-2026.

AND WHEREAS, (Name of the Company) participated in EOI Process under the aforesaid "Invitation to EOI" and was evaluated as the successful EOI Participant was awarded and, accordingly, BCB decided to award the Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) of BPL T20 Tournament for 12th edition of BPL T20-2026 to the (Name of The Company) subject to the terms and conditions contained herein.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES HERETO AGREE AS FOLLOW:

1. Definitions

"Applicable Law" means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental Authorization, in each case as in effect from time to time;"

"Archive Rights means the right to the BCB Archive Materials and the right to market and sell clips of footage to any person for the purposes of inclusion of the same within any advertising or commercial or Mobile /VAS Service Provider, any compilation or other program for distribution and/or exhibition on or by means of any media. The Archive, by its definition, includes any length Video, starting from Near-Live to Full Match.

"BPL T20 Archive Materials" means all future BPL T20's Footage 12 (Twelve Hours) hours after it is broadcasted live.

"BCB" means the Bangladesh Cricket Board, the governing body authorized to regulate and promote the game of cricket in Bangladesh and recognized under the National Sports Council Act 1974 with its Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh, and its successors and assigns.

BCB Network Logo means the BCB logo.

BPL T20 Logo means the BPL T20 Tournament Logo.

BCB Website, Social media and Digital Properties means the official BCB website, social networking sites and applications including but not limited to Facebook, Twitter, YouTube, Instagram, Google+, Vider, Skype, Imo, Telegram etc. or portal owned and managed, monetized, commercialized, promoted, maintained, operated by BCB and as may be updated from time to time.

BPL Website, Social media and Digital Properties means the official BPL T20's website, social networking sites and applications including but not limited to Facebook, Twitter, YouTube, Instagram, Google+, Vider, Skype, Imo, Telegram etc. or portal owned and managed, monetized, commercialized, promoted, maintained, operated by BCB and as may be updated from time to time.

Worldwide Media Rights means and includes in this agreement: Satellite TV Channel Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh).

BPL T20's Sponsors means any third party who has entered into, or enters into during the contract Period, a sponsorship agreement with BCB for BPL T20 Tournament, including but not limited to the Worldwide Media Rights (Digital Rights for Global including Bangladesh), Major Sponsorship Rights, Ground sponsors, event sponsors, NFT Selling Partnership Rights, Official Beverage Partner, Official Drink or suppliers etc.

"Financial Offer /Proposal" means a financial offer/ proposal for acquiring Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) of BPL T20 Tournament for 12th edition upon floor price is a formal and legally binding document outlining the specific financial terms and conditions for the acquisition of exclusive global media broadcasting and distribution rights for the Bangladesh Premier League (BPL) Twenty20 cricket tournament for a duration of one Edition/Season i.e. 12th edition/season of BPL T20s, based on a specified minimum or "floor" price.

"EOI Document" means the documents required to be submitted in order to place an offer/ proposal for Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) of the BPL T20 for a period of 12th edition/season i.e. including but not limited to the Invitation to EOI Document, Financial Proposal.

Media Right Holder/Broadcaster means in this agreement **(Company Name)**, severally, which is primarily engaged in the business of broadcasting and/or transmitting from within, and in accordance with the laws of, Bangladesh and/or other countries as prescribed in the Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) of BPL T20 Tournament for a period of 12th edition of BPL by means of Television Delivery for reception by the general public (whether on a Free or Pay basis) on Television Sets, but excluding any entity which merely facilitates such broadcasts or transmissions (for example, cable operator, satellite operators etc.).

Media Right Holder Guidelines means those regulations, restrictions and limitations issued from time to time by, or on behalf of, BCB and/or ICC relating to production, distribution and transmission of footage (including the imposition of any on-screen graphics, adverts, DRS technology or commercial or sponsored features) and/or the marketing, promotion or advertising of footage, any match and/or the use of any imagery, representation or likeness of any player, manager, coach or official of any team or any intellectual property of any team.

Broadcaster means any entity, whether local or international, which is primarily engaged in the business of broadcasting and/or transmitting from within, and in accordance with the laws of, Bangladesh and/or other countries as prescribed by the Media Rights Agreement, as on date of issuance of this Worldwide Media Rights, by means of Television Delivery for reception by the general public (whether on a Free or Pay basis) on Television Sets but excluding any entity which merely facilitates such broadcasts or transmissions (for example, cable operators, satellite operators etc.).

Business Day means any working day excluding weekends and national and/or bank holidays in Bangladesh, as declared by the Government of Bangladesh. Any other reference to "days" shall be calendar days.

Ceremony means any official pre- or post-Match presentation, including but not limited to any Flash Interview, Spectators' engagement Interview, Participating franchise teams' Interview during the match, Prize-Giving and the Opening / Closing Ceremony of 12th edition of BPL T20.

Designated Account means such bank account(s) as the BCB shall from time to time notify the Media Right Holder.

DRS Technology means Decision Review System used by the Broadcaster/ BCB where the use of DRS is agreed between BCB and the visiting Nation and/or required by ICC.

Event Marks means, in relation to Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) of BPL T20 Tournament for a period of 12th edition of BPL T20, BPL T20's standard two- dimensional or three- dimensional graphic representations of the official emblem including any foreign translation and any permutation thereof.

Excluded Rights shall mean all rights (whether now existing or created or discovered in the future) that are not expressly described as forming part of the Rights, including but not limited to In-Stadia, Intellectual Property Rights and NFT selling Partnership Rights, for 12th edition of BPL T20. The Excluded Rights are unconditionally reserved to BCB. The Worldwide Media Rights Holder should note that the BCB intends (but is not obliged) to issue a separate document or separate documents inviting offers to acquire certain Excluded Rights for exploitation in the Territories.

Feed means the live and continuous international broadcast quality moving image video signal of each Match and Ceremony forming part of the BPL T20 Tournament for a period 12th edition of BPL T20, incorporating slow motion replays, titles and any graphics selected by BCB, with International Commentary in English, and with integrated international ambient sound and audio on a separate track, which is to be produced by the TV Production Company appointed by BCB. The graphics contained in the Feed shall be of a number, size, appearance and purpose as may be determined by BCB in its sole discretion and may integrate copyright notices, trademark legends and references to the BCB and BPL Website, BPL T20's Marks, and the Event Marks, in each case as BCB may, from time to time, reasonably specify and/or require. The BCB and BPL T20 Network logo will be required to be inserted at the immediate start of transmission of the Feed and at the close of the Feed and the BCB and BPL Website shall be displayed at intermittent intervals throughout the Feed. In furtherance of the above, Basic Feed means the live pictures feed without graphics, Multi Feed means the multilateral Feed, also known as World Feed with graphics, Additional Feeds means additional images and/or interactive feeds and/or HDTV feed generated by BCB, Unilateral Feed/Coverage means Television Coverage generated by a Sub-Licensee.

Free means any television service or channel (or package of services or channels) which may be viewed by all recipients without any payment other than fees or taxes imposed by any state or local government (or agency thereof) for ownership of a Television Set or for general reception of, or access to, such service or channel (or package of services or channels).

Footage means all live signals (including the Feed) program feed, moving images or recorded footage of any Match which are produced or created by or with the authority of BCB.

Highlights mean any edited recorded segment(s) or extract(s) (whether still or moving) of the Audiovisual Coverage.

Inflight /On-board Rights all rights to transmit, deliver and/or exhibit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material relating to BPL T20 Tournament for 12th edition of BPL T20 (including, the Feed), whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight or on-board entertainment system aboard any aircraft, ship, train or other form of transport anywhere in the world; and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.

"Audiovisual Coverage" means any and all audio-only, still and moving visual-only and audiovisual material, data and textual material (including, without limitation, the Feed, Audio Feed and Unilateral Coverage) of, and/or relating to, the BCB Events.

Intellectual Property means all copyright, trademarks, patents and other intellectual property rights howsoever arising and in whatever media now known or hereafter devised, whether or not registered or capable of registration, including trademarks, service marks, trade names, registered designs, domain names and any applications for the protection or registration of such rights and all renewals and extensions thereof throughout the world.

International Commentary means, in respect of each Match or Ceremony, the contemporaneous verbal account and description of such Match or Ceremony produced by, or on behalf of, the Event Producer and incorporated in the Feed.

Licensed Territory means the country or countries in the Territories in respect of which a Sub-Licensee has been granted a license of the right to exercise the relevant Sub-Licensed Rights pursuant to a Sub-License Agreement, and Licensed Territories shall be construed accordingly.

Matches mean the T20 matches forming part of, and comprising, BPL T20 Tournament for a period 12th edition of BPL T20; and "Match" shall refer to any one of the Matches.

Worldwide Media Rights of BPL T20 tournament involving Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) of BPL T20 Tournament for a period 12th edition of BPL T20 means this Agreement documenting the grant by BCB to the Worldwide Media Rights Holder of the Rights for exercise in the Territories (or any part thereof) during the Period.

Minimum Transmission Requirements means LIVE transmission of the BPL T20 Tournament for a period of 12th edition of BPL T20 matches and relevant events in the territory of Bangladesh and worldwide.

Official Film Rights means all rights to create, produce and/or transmit (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by BCB.

Period means BPL T20 Tournament for a period of 12th edition of BPL T20.

Permitted Delivery System means any form of Television Delivery (Satellite TV Broadcasting for Global including Bangladesh).

Production Company or Event Producer means any company hired by the Bangladesh Cricket Board (BCB) BCB to do the LIVE TV production and to undertake the production of BPL Events (i.e., BPL T20 Tournament for a period of 12th edition of BPL T20;).

Rights means the Worldwide Media Rights Delivery Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) to broadcast the BPL T20 Tournament for a period of 12th edition of BPL T20; matches and related events and which are granted to the Worldwide Media Rights Holder under this agreement, excluding the Excluded Rights.

Rights Fee means the fee to be paid by the Worldwide Media Rights Holder to BCB for the grant of the Rights.

Sub-Licensed Rights means those parts of the Rights which are granted to a Sub-Licensee under a Sub-License Agreement.

Television Set means any television set, personal computer or laptop, or similar fixed or portable monitor, and including any television receiver, whether handheld or installed in a vehicle, which does not have, and operates and functions independently of any device with, any built-in telephony or other two-way communications capability and IPTV.

Territories means all the countries in the world, and "Territory" shall refer to any one of the Territories.

Unilateral Commentary means, in respect of a Match or Ceremony, the contemporaneous verbal account and description of such Match or Ceremony produced by, or on behalf of, a Sub-Licensee.

Unilateral Coverage means any moving image visual-only and/or audiovisual material of any element of, and/or relating to, any Match or Ceremony that is produced by, or on behalf of, any Sub-Licensee.

"Audiovisual Coverage" means any and all audio-only, still and moving visual-only and audiovisual material, data and textual material (including, without limitation, the Feed, Audio Feed and Unilateral Coverage) of, and/or relating to, the BCB Events.

"BCB" means the Bangladesh Cricket Board, the governing body authorized to regulate and promote the game of cricket in Bangladesh and recognized under the National Sports Council Act 1974 with its Office at Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka 1216, Bangladesh, and its successors and assigns.

"Ancillary Rights" means any and all allied, underlying and ancillary rights in and to the BCB Events including, without limitation, merchandising, ticketing and hospitality rights, Guide Commentary, Graphics, soundtrack, sound recordings, any rights in musical compositions and/or lyrics, photographic/still imagery rights and any other exploitation of rights in and to the BCB Events whatsoever (whether now known or hereafter created and whether or not in the contemplation of the parties) not expressly encompassed within the Rights;

"AR/VR Rights" means the right to exploit Footage and/or Archive Material, and the BCB Events in any way, by means of Augmented Reality and/or Virtual Reality:

"Audio Rights" means the transmission of audio coverage of Matches (or any adapted, altered or edited version thereof, and including comment, commentary, interviews and/or associated Match data) whether live, delayed, highlights or report in all languages via any Delivery System now known or hereafter developed which is capable of transmitting or making available audio material for reception anywhere within the Licensed Territory, including via analogue and/or digital radio broadcasts, audio streaming/broadcasts to mobile phones and the right to stream such audio coverage via the Internet and/or simulcast radio broadcasts via an audio Internet stream, and/or make such audio content available on demand, including the provision of downloadable audio content commonly called podcasts;

"Augmented Reality" means any audiovisual footage and/or programme that has been augmented by means of objects and/or information being integrated within and/or overlayed onto such audiovisual footage and/or programme using any arrangement, apparatus, device, process or procedure, whether now known or hereafter devised;

"Cinema Screening Rights" means the right to exhibit the Live Transmissions that the Licensee makes in exploiting the Live Rights via the Designated Channels on a screen (or screens) in conventional and/or drive-in cinemas located in the Licensed Territory (and including the right to charge an admission fee);

Mobile means the right to develop, produce and distribute Mobile Apps OTT, Value Added Service and mobile GSM Platform Products relating to the 12th edition of BPL T20 – 2026 and the right to make available Live and Ball-by-ball score updates, Mobile based News Updates, wicket alerts and/or 12th edition of BPL T20-2026 Data from Matches, via SMS or MMS or IVR or otherwise, by means of Mobile Technology.

Media Rights of the 12th **edition of BPL T20** means this Agreement documenting the grant by BCB to the Media Rights Holder of the Rights for exercise in the Territories (or any part thereof) during the Period.

"Event Documentary" means any documentary programme, series or film which focuses on one or more BCB Events and/or BCB Member teams in one or more years and which may be made in a behind-the-scenes format including interviews with, and/or footage of, cricketers, coaches, support staff, team officials, and match officials participating in the such relevant BCB Event(s) and/or otherwise involving BCB Member team(s), and may include Archive Material, Footage and Unilateral Footage;

"Event Documentary Rights" means the right to produce, transmit, exhibit or otherwise make available Event Documentaries via any Delivery System now known or hereafter developed anywhere within the Licensed Territory;

"Fixed Media" means the technological device or system of reproducing and distributing audio, visual and audiovisual material including all electronic, optical, magneto-optical, magnetic or mechanical storage devices now known or hereafter invented including VHS, VCD, DVD, CD-ROM, Blu-Ray Discs, laser discs, UMDs, memory sticks and cards, hard drives and any other storage device and all products and all materials associated therewith on all systems, including online or Internet based formats such as DTO;

"Fixed Media Rights" means the right to record, edit and incorporate Footage and/or Archive Material in any Fixed Media for: (a) sale or hire or license to the general public; (b) non-commercial coaching and educational purposes; (c) BCB internal reporting and archive purposes; (d) exhibition at any cricket academy operated by or on behalf of BCB; and (e) use by BCB or Sponsors for BCB Event promotions, in each case after the expiry of the Exclusivity Period for the relevant BCB Event save in respect of (b) which may be undertaken at any time during the Term (including in particular by BCB Partners / Sponsors during the Exclusivity Period of the relevant BCB Event);

"Interactive Game" means any audiovisual, console, electronic or mobile competition, contest or game which is played on any device (including a Mobile Device) or by using any game console, whether or not connected to a television, which may include (inter alia) non-Live Footage and/or material based on or deriving therefrom and including any fantasy league-type and/or NFT-based game or competition relating to any BCB Event;

"Interactive Game Rights" means the right to engage in and/or authorize third parties to engage in the development, copying, distribution, exhibition and/or other exploitation of Interactive Games (including by means of any Delivery System);

"Mobile Activation Rights" means: (i) the right to develop, produce and distribute BCB Event Apps; and (ii) the right to make available score updates, wicket alerts and/or other BCB Data from Matches, via SMS or MMS or otherwise;

"News Access Rights" means the right to Transmit Clips not exceeding 90 (ninety) seconds per Match (or such longer minimum as may be permitted by Applicable Law): (a) within a news programme or a sports news programme delivered by any Delivery System; or (b) as a non-commercial editorial standalone clip delivered by any Delivery System on a predominantly news or sports portal, such right to be granted on a national or multinational basis, to media organisations and/or news gathering and dissemination organisations;

"Non-Fungible Token" or "NFT" means any blockchain-tracked, non-fungible token, such as those conforming to the NFT standards ERC-721 or ERC-1155 or comparable non-fungible token standards on any other blockchain platform, such as Flow, Polygon, Ethereum, Solana. Polkadot. Cosmos. and Avalanche:

"Public Screening Rights" means the right to:

- (a) Transmit any Footage by any Delivery System on a screen (or screens) in any place other than a private residential household and to admit the general public to such place (with or without charging an admission fee), including by means of: (i) the exploitation of the Closed Circuit Rights; (ii) exhibition in conventional or drive-in cinemas, licensed as such in the place where the exhibition occurs, that are open to the general public on a regularly scheduled basis; (iii) exhibition before an audience at the facilities of organisations not primarily engaged in the business of exhibiting Footage (including educational organisations, churches or other religious groups, libraries, or governmental bodies such as in embassies, armed forces bases, armed forces vessels and other governmental facilities flying the flags of any parts of the Licensed Territory); and (iv) exhibition in any Fan Zone; and
- (b) Transmit any Footage by any Delivery System on any screen(s) used for general advertising purposes in any publicly accessible place,

"Transportation Rights" means the right to transmit, exhibit or otherwise make available the Live Feed, BCB Highlights Programmes, Trailers and/or BCB Produced Programmes by any Delivery System by means of any media whatsoever on any form of transport including via any in-flight or on-board entertainment system aboard any aircraft, ship, motor vehicle (including a car, bus, and coach) or train anywhere in the world;

"Remote Hospitality Screening Rights" means the right to transmit any Footage on a screen (or screens) in the Licensed Territory as part of a premium home-based hospitality experience;

"Reserved Clip Rights" shall mean the exclusive rights retained by the Bangladesh Cricket Board (BCB) in relation to each Match, as follows:

- (a) The right for BCB to make available within the Licensed Territory:
 - (i) Video clips (in any aspect ratio) of up to **six (6) minutes** in total per hour of live match play, which may be published **during the Match**, and, in respect of the **final hour of play**, **immediately after the Match concludes**; and
 - (ii) Video clips (in any aspect ratio) of up to **ten (10) minutes** in total duration, which may be published **after the conclusion of the Match**, in each case for transmission or publication through any delivery platform, including BCB's official digital media assets (e.g., websites, mobile apps, and social media channels).
- **(b)** The right to **sub-license** the above Clip Rights to **third parties**, including official sponsors and commercial partners, enabling such third parties to distribute:
 - (i) Clips (in any aspect ratio) of up to **six (6) minutes** per hour of live play during the Match and immediately after the final hour of play; and
 - (ii) Clips (in any aspect ratio) of up to **ten (10) minutes** following the end of the Match, through one or more delivery platforms simultaneously.
- (c) The right to sub-license Clip Rights to the respective participating teams or Member Boards (i.e., home or away cricket boards), to distribute up to seven (7) minutes of total footage from the Match through their own digital media channels, strictly for non-commercial purposes. In all cases described above:
- No Clip shall be published until a **minimum of ten (10) minutes** has passed since the occurrence of the relevant match action; and
- Only **in-play footage** (excluding, for avoidance of doubt, the toss, opening/closing ceremonies, national anthems, and pre-mid-, or post-match presentations) shall be counted toward the aggregate time limit specified for each hour or Match.

Reserved / Excluded Rights means The Rights granted to the successful Bidder shall represent the entire extent of the rights granted to it. All other rights to, and means of exploitation of, the 12th edition of BPL T20 is not specifically and expressly granted under the terms and conditions of a Media Rights Agreement are excluded from the rights granted to the successful Bidder and such rights, together with all revenues derived therefrom, are reserved by Bangladesh Cricket Board (BCB) for its sole benefit and accordingly may be exploited by BCB or any authorized third party anywhere in the world in such manner as BCB may decide in its absolute discretion.

In addition to any Live Rights and Highlights Rights via a Delivery System which are not granted to the successful Bidder, each Bidder's attention is drawn to the following rights which, without limitation, are reserved by BCB:

- 1. Fixed Media Rights;
- 2. Audio Rights;
- 3. Mobile Activation Rights:
- 4. Interactive Game Rights (including the right to operate a Fantasy League-type game in respect of any bilateral home series and to develop and distribute games operable on Mobile Devices);

- 5. Transportation Rights;
- 6. Archive Rights;
- 7. News Access Rights;
- 8. Public Screening Rights;
- 9. Remote Hospitality Screening Rights;
- 10. Ancillary Rights;
- 11. Reserved Clip Rights (including the right to make available Clips of varying durations to the public via the BCB Digital Media Assets, to Sponsors and to BCB Members);
- 12. AR/VR Rights;
- 13. Event Documentary Rights;
- 14. Rights in respect of NFTs; and
- 15. Rights in respect of BCB Pathway Events.

In cases of doubt, Bangladesh Cricket Board (BCB) will determine (in its absolute discretion) whether a means of Transmission or use falls within or is excluded from the definition of Rights or otherwise whether a right or means of exploitation falls within the **Reserved** / **Excluded Rights**.

The Media Rights Holder should note that the BCB intends (but is not obliged) to issue a separate document or separate documents inviting offers to acquire certain **Reserved / Excluded Rights** for exploitation in the Territories.

Venue means, in respect of a Match or Events, the stadium, ground or place at which such Match or Events is to be played or staged together with all areas reasonably required for the exercise of the Rights only, always to the extent that such areas are within the control of BCB (including, but not limited to, the pitch where play takes place, the areas surrounding the pitch, the stands, passageways, walkways, staircases, lifts, bars, toilets, boxes, gantries, walls, windows, seats, boundaries, floodlights, media facilities, electronic scoreboards and replay screens, roofs, shops, car parks and other areas in and around the stadium grounds or places and airspace above these static or moving objects outside such stadium, ground or place; any security perimeter established by, or on behalf of, BCB and other land forming part of such stadium, ground or place); and any other areas notified in writing to the Worldwide Media Rights Holder or Sub-Licensee by BCB, and Venues shall be construed accordingly.

2. AREA OF RIGHTS:

2.1 **Satellite TV Broadcasting Rights:** The Rights shall constitute the rights during the Period to broadcast or otherwise <u>distribute</u> <u>audio-visual and visual coverage</u> of the T20 Cricket matches of BPL T20 for a period of 12th editions/seasons of BPL T20 by way of **Satellite Television & Radio** only but subject at all times to the Excluded Rights.

Territory: Worldwide and Bangladesh.

Digital OTT (Over-The-Top) Rights: The Rights shall constitute the rights during the Period to broadcast or otherwise distribute audio-visual and visual coverage of the T20 Cricket matches of BPL T20 for a period of 12th editions/seasons of BPL T20 by **way of internet via OTT (Over-The-Top) platform** that may be used for broadcasting in future but subject at all times to the Excluded Rights.

Territory: Worldwide and Bangladesh.

3. GRANT OF RIGHTS AND TERM:

3.1 In consideration of the payment by the Media Right Holder of the Rights Fee, BCB hereby grants to the Worldwide Media Rights Holder, during the Period and in the Territories, the Rights on an exclusive basis subject to, and in accordance with, the terms and conditions of this agreement and applicable laws of each Territory from time to time in force. For the avoidance of doubt, the Rights shall constitute the rights during the Period to broadcast or otherwise distribute <u>audio-visual, visual coverage and Distribution</u> of the BPL T20 Tournament for a period of 12th edition of BPL T20; matches and related events by <u>way of Satellite Television and Radio, by way of internet via OTT (Over-The-Top) platform service only but subject at all times to the **Excluded Rights**.</u>

In consideration of the payment by the Media Right Holder/Broadcaster, BCB hereby grants to the Worldwide Media Rights Holder the following:

Content Type	Content Duration	Rights Duration	Rights Channel
Highlights would be provided by BCB	20min to 40min	3 Years	 TV Broadcast Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube
Match Video Clip	Max 5 Min	3 Years	 TV Broadcast Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube
Prize distribution ceremony after every match	N/A	3 Years	 TV Broadcast Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube
Full Match Video re-broadcast	N/A	3 Years	 TV Broadcast Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube

Promo Material:

Content Type	Content Duration	Rights Duration	Rights Channel
Official Promo	N/A	Perpetual	 TV Broadcast Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube
Match Short Clip	Max 60 Sec	Perpetual	 TV Broadcast Any Digital Channel such like but not limited to APP, WAP, WEB, Facebook, YouTube

- Worldwide Media Rights Holder's logo is mandatory in any promo materials as a master broadcaster.
- BCB and BPL logo is mandatory in any promo materials and content.
- 3.2 All rights (whether now existing or created or discovered in the future) that are not expressly included in the Rights are unconditionally reserved to BCB and shall be deemed to be part of the "Excluded Rights".

For the avoidance of doubt, the Excluded Rights shall include, without limitation, and by way of example only, the following:

- (a) Gaming & NFT Rights etc. Global including Bangladesh) of 12th edition/season of BPL T20-2026.
- (b) Official Film Rights All rights to create, produce and/or transmit (in any media whatsoever) any full-length feature film (whether in documentary-style, purely fictional or otherwise) based on, and/or inspired by, BCB or the BCB Events.
- (c) BCB Website & Social Media BCB reserves the right to transmit Highlights of each Match and Ceremony via the BCB Website, such transmissions being limited to not more than 60 (Sixty) minutes in duration of Highlights per Match / Ceremony. Such Highlights may only be transmitted via the BCB Website & social media 12 (Twelve Hours) hours after conclusion of each Match or Ceremony. The BCB will arrange footage and highlights clips of any length for BCB Website and other BCB Official Social Media.
- (d) BPL Website & Social Media BCB reserves the right to transmit Highlights of each Match and Ceremony via the BCB Website, such transmissions being limited to not more than 60 (Sixty) minutes in duration of Highlights per Match / Ceremony. Such Highlights may only be transmitted via the BPL Website & social media 12 (Twelve Hours) hours after conclusion of each

Match or Ceremony. The BCB will arrange footage and highlights clips of any length for BCB Website and other BPL Official Social Media.

- (e) Third Party News Access BCB reserves the right to grant to any third party the license to transmit, by means of any media whatsoever, Highlights for inclusion in any bona fide regional and/or international news service provided that each such transmission is always:
- (i) As required by local applicable laws; or
- (ii) In the absence of such laws, upon customary terms (being the transmission of footage of up to 90 seconds in duration per Match within 24 hours after the end of the Match in question.

Provided that acknowledgement of the original host Media Right Holder is given.

Notwithstanding the foregoing, BCB intends to work together with the Worldwide Media Rights Holder outside of Bangladesh to develop a reasonable third-party news access strategy in accordance with customary practices in each Territory. All such news channels will be required to carry the BPL T20's Network Logo on all their re-transmission. News Channels in Bangladesh will contact directly with the BCB for use of the Highlights for their news bulletins.

News syndication rights in the Bangladesh Territory will be done by the BCB on its own.

- (f) Major Sponsorship rights (i.e. Title sponsorship, Co-sponsorship, Associates Sponsorship) and All in-stadia advertising rights (i.e. Ground Boards, Mid-Walls, Sight Screens, Score Boards, Boundary Ropes, Pitch Mat, Bowling Ends, Umbrella, Stumps Branding, Dug-out Branding etc.)
- (g) Sponsorship, hospitality, merchandising and ticketing rights in respect of the BCB Events
- (h) Archive Rights: However, the Broadcaster shall be able to use the image/clip of 12th edition of BPL T20 till the date of expiration of the agreement.
- (i) Fixed Worldwide Media Rights.
- (j) Public Exhibition Rights.
- (k) Archive Rights.
- (I) Gaming & NFT Rights
- (m) Sponsor clip rights the right for BCB Sponsors to use clips of up to two (2) minutes of Footage of each Match in any media for the promotion of the product/services and for the brands in respect of which BCB has granted them promotional and/or marketing rights provided that:
- (n) BCB will put in place an approval process for the use of such clips;
- (o) No more than twenty (20) seconds of such Footage shall be included in any television advertisement; and
- (p) Such clips of Footage shall not be used in any other audio-visual programming intended for transmission.
- (q) Closed circuit television for the avoidance of doubt, BCB shall be entitled to use the Live Feed of a Match without payment so that such feed can be:
- (r) Simultaneously relayed by way of closed-circuit television and/or screen or projection facilities (including so-called "big-screens") and to press box and hospitality suites at the Venue at which the relevant Match is played;

- (s) Used for the "third umpire" and disciplinary purposes; and
- (t) Used for the purposes of exploiting any of the Excluded Rights.
- (u) Opening Ceremony of or a period of 12th edition of BPL T20.
- (v) Any new technology;
- (w) Inflight /On-board Rights- all rights to transmit, deliver and/or exhibit, by means of any media whatsoever, any audio-only, still or moving visual-only or audiovisual material relating to the BPL T20 Tournament for a period 12th edition of BPL T20 (including, the Feed), whether on a live basis or otherwise, for reception and/or exhibition by means of any in-flight or on-board entertainment system aboard any aircraft, ship, train or other form of transport anywhere in the world; and all rights to exploit any and all commercial opportunities (including, for example, broadcast sponsorship and commercial airtime opportunities) arising from, and/or in connection with, each such transmission and exhibition.

3.3 MINIMUM TRANSMISSION REQUIREMENTS

- (i) In connection with the Rights, the Worldwide Media Rights Holder must ensure that all matches of the 12th edition of the BPL T20 Tournament are transmitted live in Bangladesh. It must also use its best endeavors to ensure that the said matches of the BPL T20 Tournament are broadcast live in as many countries as possible.
- (ii) BCB shall be responsible for TV production of the BPL T20 Tournament for a period 12th edition of BPL T20. BCB will decide TV production level and Technical Specification at its sole discretion.
- (iii) BCB reserves the right to have full control over the outsourcing/hiring production team/firm/company and necessary equipment to be appointed by the BCB. It has been agreed between the parties (i.e. BCB and Worldwide Media Rights Holder) that all matches of the BPL T20 Tournament for a period of 12th edition of BPL T20 shall be broadcasted in accordance with the terms set out by the ICC (International Cricket Council) in Minimum Standard for Live TV Production (PRODUCTION LEVEL AND RELEVANT SPECIFICATION (Annexure A), technical or otherwise, prescribed by the ICC. In case of any change in the ICC Broadcasting regulations/Broadcasting Guidelines or standard (technical or otherwise) prescribed by ICC, the BCB shall ensure that all matches of 12th edition of the BPL T20 Tournament shall be broadcasted upon complying with the said changes/modifications/upgradations at BCB' own costs. At all material times the minimum production requirements of the matches of the BPL T20 Tournament must be complied with.

Any breaches from the Worldwide Media Rights Holders' end shall be considered as a fundamental breach and, in which event, BCB shall be at liberty to take necessary legal action including but not limited to termination of Agreement, financial penalties etc.

- (iv) Full match must be broadcasted (every single ball played must be televised LIVE) on match days where the BCB shall ensure maximum brand exposure of the sponsors of 12th edition of BPL T20. In-Stadia branding should be prominently visible as per the standard practice (i.e. pitch mat, ground/perimeter boards, boundary ropes, sight screens, bowling end name display, co-sponsor/powered by sponsor etc.) during the game. Any breaches in this regard shall be considered as a fundamental breach. In case of such breach, BCB reserves the right to take necessary legal action including but not limited to termination of the Worldwide Media Rights Agreement.
- (v) Ceremonies BCB will organize after each Match, a prize giving ceremony of no more than 15 (Fifteen) minutes duration which must be transmitted live in each Territory. If there are "Opening and Closing Ceremonies" or any relevant events including Flash Interview, Spectators' engagement Interview, Participating Franchise teams' Interview during the match for, the BCB shall ensure they are carried live without any interruptions of any manner. However, broadcasting rights of opening ceremony is "Excluded Rights".
- (vi) BCB reserves the right to transmit Highlights of the Match or Ceremony immediately after such Match or Ceremony on the BCB and BPL Website and social media platform of BCB and BPL. BCB intends to market the BCB and BPL Website. It

will in no way impinge on the live rights so granted under this agreement. The Worldwide Media Rights Holder fully acknowledges that BCB Archival Materials will be available on the BCB and BPL Website and also to its NFT Partner in the near future.

- (vii) Th BCB shall create and maintain a dedicated FTP site for archiving all unedited and broadcast quality footage of all full match, post-match/day media conference for the purpose to protect the rights.
- (viii) Territorial Laws The Worldwide Media Rights Holder will ensure that transmissions of the Audiovisual Coverage (or any part thereof) and all activities undertaken in connection with the Rights must be in full compliance with, and subject to, all applicable laws of the relevant Licensed Territory including, without limitation, local laws relating to the television coverage of designated events of major importance to society (if any).
- (ix) BCB shall be responsible for the LIVE TV production including but not limited to hiring of commentators, anchors, camera crews, talk show expert/ guest/ cricket expert, technicians, necessary equipment, graphics and statistical inputs at least 10(Ten) days prior to any edition/season of BPL T20 Tournament i.e.12th edition of BPL T20. The unilateral commentary shall be exercised in English.
- The Media Right holder shall not promote any brand conflicting with any of the sponsoring brand of the tournament. Further, all branding must be done with the approval of BCB and the Broadcaster undertakes to comply with the branding guidelines as follows:
 - 1. **Commentary box backdrop** Must contain BCB Logo, Event Logo, and Title Sponsor Logo along with Broadcaster Channel Logo. 50% of such backdrop must contain BCB Logo, Event Logo and Title Sponsor Logo.
 - 2. **In-studio backdrop** Must contain BCB Logo, Event Logo, Title Sponsor Logo along with Broadcaster Channel Logo and Broadcaster's Partner(s) Logo. 50% of such backdrop must contain BCB Logo, Event Logo & Title Sponsor Logo.
 - 3. Interview and Commentary Microphone Microphone flag branding must not exceed 57 mm X 48 mm for 4 sides where Event & BCB logo should be on at least 2 sides. Broadcaster's logo(s) should not be placed side-by-side. Microphone flag branding must not exceed 89.5 mm X 48 mm for 3 sides where Event logo should be on at least 1 side.
 - 4. **In TV production and other media i.e. radio, internet deliveries** Logo & Brand visibility of event logo, BCB, Major sponsor, co- sponsor and associate sponsor of the tournament must be prominently visible.
 - Media right holder undertakes to comply with any further instruction/request of the BCB with regard to promoting brands during the live telecast or issued from time to time.
- 3.4 For the avoidance of doubt, the Excluded Rights are hereby reserved to BCB for its own use, exploitation and benefit without any limitation or restriction whatsoever, and the Worldwide Media Rights Holder shall not permit any third party to, assert, represent or claim that they have any right, title or interest whatsoever to any of the Excluded Rights.
- 3.5 This Agreement shall remain valid throughout the Period as defined in Clause 1 above.

4. RIGHTS FEES AND FINANCIAL GUARANTEE:

4.1 In consideration of the grant of the Worldwide Media Rights (Satellite TV Broadcasting, Digital OTT Rights for Global including Bangladesh) by BCB, the Worldwide Media Rights Holder shall pay to BCB the Rights Fee in accordance with the following provisions:

)	The Worldwide	Media Rights Fee of the BPL T20	Tournament for a period of 12th edition	ion of BPL T20 is NET BDT
		(In word: <u>Taka .</u>	Onl <u>y</u>) c	or equivalent amount of Ne
			Only) exclusive of '	
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Note:

- a. The Media Right Fee is exclusive of LIVE TV production cost associated with the BPL T20 Tournament for a period of edition/season i.e. 12th edition of BPL T20 and the BCB shall be responsible for cost related to the LIVE TV production of the said BPL T20 Tournament and related events.
- b. The Worldwide Media Rights Holder is liable to pay an additional rights fee if the number of matches in any edition of BPL Tournament increases during this Worldwide Media Rights term. Finalization of the value for any additional match shall be determined by mutual discussion in a logical manner.
- c. In the event of the cancellation of any match or series under this contractual tenure, the Worldwide Media Rights Holder shall pay the rights fee on a pro-rata basis, considering the value of the respective matches of any edition/season of BPL T20
- ii) The following payment structure shall apply in respect of the **Worldwide Media Rights (Satellite TV (Linear) Rights and Digital OTT Rights for Global including Bangladesh** and the Rights Fee for this particular edition/season Worldwide Media Rights for BPL T20 (12th edition) must be paid as per the following manner:
 - 1) The 1st installment, amounting (NET) to 50% of the total rights fee, shall be paid by the Sponsor to BCB within three (03) working days from the receipt of the Letter of Intent (LOI).
 - 2) 2nd installment comprising 50% of the total rights fee shall be paid by the Sponsor to BCB during the League Stage.

Currency: For local company in Bangladeshi Taka; for foreign company in US Dollar.

- iii) The successful EOI participant must submit an unconditional and irrevocable Bank Guarantee as per BCB standard format (ANNEXURE A) for the sum of remaining 50% of the NET offered value for 12th edition of BPL edition/season accepted by BCB in favour of "Bangladesh Cricket Board" that is valid for a period of 06 months, within 72 hours from the issuance of LOI
- iv) In case of any breach/default on the part of the Worldwide Media Rights Holder in the process, the Security Deposit shall be considered forfeited automatically.
- (iii) Worldwide Media Rights fees are NET amount and excluding of VAT/Tax & any other deductions.
- 4.2 Time is of the essence in relation to the Worldwide Media Rights Holder's payment obligations hereunder and in case of any delay in payment, BCB shall have the right to en-cash the Bank Guarantee in its possession as well as the right to terminate this agreement in accordance with this Agreement and seek to recover loss and damages from the Worldwide Media Rights Holder. Without prejudice to such rights, the BCB shall be entitled to charge interest on any late payment of any amount including any installment of the Rights Fee at rate not to exceed LIBOR plus 3%.
- 4.3 All amounts due under this Agreement as per clause 3.1 and 3.2 shall be paid by the Worldwide Media Rights Holder within the timeframe stipulated in Clause 3.1(ii) & 3.2 above, and clear of, and without deductions based on production costs and expenses, any currency control restrictions, import duties, or any sales, use, value added or other taxes or withholdings of any nature whatsoever. In the event the Worldwide Media Rights Holder is required to make any deduction or withholding in respect of any taxes, imposts, duties or other such charges in respect of any payment into the Designated Account hereunder, the Worldwide Media Rights Holder shall gross up the relevant amount to ensure that BCB receives in the Designated Account the full cash amount that it would otherwise have been entitled to receive.

- 4.4 The payment obligation of the Worldwide Media Rights Holder is unconditional and independent of all its other rights and/or obligations under this or any other contract(s).
- 4.5 For the purpose of securing the Worldwide Media Rights Holder's obligation to pay Rights Fee into the Designated Account in accordance with the foregoing provisions of this clause 3, the Worldwide Media Rights Holder irrevocably and unconditionally agrees to provide BCB with irrevocable financial guarantees in the form of a Bank Guarantee as set out in Clause 3.1(iii).
- 4.6 In the event the Worldwide Media Rights Holder fails to make payment of any of the above mentioned scheduled Rights Fee within the timeframe stipulated above, then the Bank Guarantee (details set out in paragraph- 3.10 below) in BCB,s possession shall be en-cashed immediately. Without prejudice to the above, in the event that any Broadcasting Right Holder fails to comply with the above- mentioned requirement to make scheduled payment or provide the bank guarantees, the Media Right Holder shall be in breach of this Agreement, in which case BCB may, at its sole discretion, proceed to terminate this Agreement.
- 4.7 Where a particular payment is subject to tax, deduction or withholding tax or otherwise, the amount payable to BCB shall be grossed up to the amount of the deductible tax/withholdings and all payments to BCB shall be payable clear of all taxes, deduction and withholdings of whatsoever nature.
- 4.8 Upon completion of the full payment the bank guarantee will be released by BCB
- 4.9 The BCB shall appoint the Production Company and shall also be responsible for hiring of commentators, anchors, camera crews, talk show expert/ guest/ cricket expert, technicians, necessary equipment, graphics and statistical inputs, upon. All costs associated with the TV production shall be borne by the BCB.BCB reserves the right to have full control over the outsourcing/hiring production team, necessary equipment.
 - However, all necessary permissions, consents and licenses, including but not limited to permission from Bangladesh Bank, Bangladesh Television, Bangladesh Betar, National Board of Revenue, the Bangladesh Telecommunication Regulatory Commission and any other permissions from the Government of Bangladesh or any other Government of State or any other Country including relevant Ministry / Department shall be obtained by the Worldwide Media Rights Holder for due performance of its obligations under this Agreement and the BCB shall in no way responsible for obtaining such permission.
- 4.10 The Worldwide Media Rights Holder shall act at the instructions of BCB in its marketing campaigns and priorities and shall ensure full compliance with all BCB rules, regulations and policies as applicable and amended from time to time including the ICC and ACC rules and regulations and all BCB statutory and contractual obligations.
- 4.11 The Worldwide Media Rights Holder shall indemnify BCB in full and hold it harmless against any loss and/or damages and/or claim and/or legal proceedings and/or actions of whatever nature incurred by BCB in relation to and/or arising out of, but not limited to, any Sub-License Agreement.
- 4.12 The Worldwide Media Rights Holder shall be responsible for all and any costs, expenses, taxes, levies and impositions incurred in exploiting the Rights under this Agreement;
- 4.13 The Media Right Holder shall a EOI and Financial Offer/ proposal by all relevant rules, regulations, orders, statutory impositions or restrictions whether imposed by national laws or any competent authority responsible directly or indirectly, in exploiting the Rights under this Agreement and shall obtain all relevant approvals, permissions and consents as are required by statute from time to time; and
- 4.14 The Media Right Holder it shall comply with all Broadcasting Guidelines issued by BCB and/or ICC from time to time.
- 4.15 The Worldwide Media Rights holder shall notify BCB the name of broadcasting TV channel outside the territory of Bangladesh etc. no later than at least 10 (Ten) days prior to any edition/season of the BPL T20 i.e.10th and 11th edition of BPL T20.
- 4.16 The Media Right Holder shall not transfer the rights and obligations under this agreement to any other Broadcaster or Marketing Agent without prior written approval of BCB. The Worldwide Media Rights Holder understands and acknowledges that the decision to grant approval to any transfer of rights and obligation shall be at the sole/absolute discretion of BCB. In the event

- BCB grants such an approval, the new Media Right Holder would also be required to sign a Short Form Agreement continuing terms and conditions relation to Production Level and broadcasting of brand.
- 4.17 The Media Right Holder shall not entertain any request made by any person either in their personal or professional capacity for any sort of exposure during live telecast unless such exposure has been approved only by the Chief Executive Officer (CEO) of BCB.
- 4.18 The Media Right Holder shall be liable to pay compensation to BCB for causing any loss or damage to any property of the stadium during their presence therein.
- 4.19 The Media Right Holder shall be severally liable to discharge/perform and comply with all the terms and conditions of this Agreement

5. REPRESENTATIONS AND WARRANTIES:

- 5.1 The Worldwide Media Rights Holder hereby represents and warrants to BCB that:
 - (a) it has the full right and legal authority to enter into, and is fully capable of performing its obligations under this Agreement in accordance with its terms;
 - (b) the persons signing this Agreement have been duly authorized by the board of directors of the Worldwide Media Rights Holder and no other action is, or will at any time during the Agency Period be, necessary to authorize the signature and entry into of this Agreement or the performance of any obligation provided for in or contemplated by this Agreement;
 - In case of a joint venture, copy of both companies (i.e. companies under the consortium agreement) board resolution and Joint Venture/Consortium Agreement must be provided to BCB.
 - (c) in executing, undertaking the obligations to perform and performing the terms and conditions under this Agreement, the Worldwide Media Rights Holder is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement. It also represents that by entering into this Agreement or performing its obligation, under the agreement, it is not in breach of any law;
 - (c) It shall ensure and procure that in exploiting the Rights under this Agreement, it shall not make or distribute any obscene, libelous, blasphemous or defamatory content or statement or anything which infringes the copyright or other intellectual property rights of any third party or which is materially prejudicial to or affects or impairs the image of the game of cricket, the matches of Home Series involving Bangladesh National Cricket Team (Men) from 18 May 2021 to 05 October 2023, the BCB or the participating teams;
- 5.2 BCB hereby represents and warrants to the Worldwide Media Rights Holder that:
 - (a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms including the right and authority to grant to the Worldwide Media Rights Holder the rights and benefits set forth herein;
 - (b) The Rights are and remain free and clear of liens, encumbrances, charges and claims and will not infringe any intellectual property, privacy or other rights of any entity;
 - (c) It shall procure unrestricted access to all Venues at all reasonable times prior to, during and after the Matches for the purposes of exploiting the Rights, including in relation to production, recording and transmission services. In particular, BCB shall procure that unrestricted access is provided at all reasonable times and at no charge for the personnel of the Worldwide Media Rights Holder and the Production Company for the purposes of installing, constructing and deconstructing any equipment, provided however that the costs of consumption of all telecommunications services shall be paid by the Worldwide Media Rights Holder;

- (d) BCB shall also provide the Worldwide Media Rights Holder the following:
 - (i) Hospitality Box: 01 (one) exclusive hospitality box having minimum 16 seats tickets shall be provided to the Sponsor. Sponsor or their nominated representatives will be invited in every match of the BPL T20 Tournament for a period of one (01) edition/season i.e. 12th edition of BPL T20.
 - (ii) In addition to that, the sponsor shall get Ten (10) Grand Stand Tickets and Twenty (20) Club House Tickets and Twenty (20) Gallery Tickets of each BPL T20 match (in 12th edition of BPL T20). Also BCB will give the opportunity to Media Rights Holder to buy Match Tickets (subject to availability) upon their request
 - (iii) Accreditation Cards: The Sponsor and their nominated representatives and Production team will be given adequate accreditation cards and duty passes to execute their operation.
 - (iv) Car Parking Stickers: The Sponsor will be provided necessary Car Stickers for the matches comprising the category as follows: Pick & Drop, inside parking (VIP) outside parking.

6. TERMINATION:

- 6.1 BCB may terminate this Agreement immediately by a written notice to the Worldwide Media Rights Holder if:
 - (a) the Worldwide Media Rights Holder is adjudicated insolvent, involuntarily declares bankruptcy, makes a general assignment for the benefit of creditors, or fails to continue its business of broadcasting and /or event management or agency business; or
 - (b) the Worldwide Media Rights Holder fails to make payment to BCB of any sums due; or
 - (c) the Worldwide Media Rights Holder fails to provide/furnish any bank guarantee to Bank Guarantee within the stipulated timeframe specified in the Agreement; or
 - (d) the Worldwide Media Rights Holder breaches any warranty or other term of this Agreement (other than terms on payment of Right Fee and furnishing Bank Guarantee which must be paid as per schedule), which breach the Worldwide Media Rights Holder fails to cure, if curable, within Fifteen (15) calendar days of BCB's notice to the Worldwide Media Rights Holder of any such breach; or
 - (e) The Worldwide Media Rights Holder undergoes a change of control, where such change of control has a material impact on the Rights in the reasonable opinion of BCB.
 - (f) Notwithstanding the above, this agreement will stand as automatically terminated if the Worldwide Media Rights Holder fails to make any payments to BCB as per the terms of this Agreement.
- 6.2 BCB may, without prejudice to its other rights under this Agreement or at law, suspend performance of its obligations under this Agreement or any of them, during any period in which the Broadcaster is in breach of any of its obligations under this Agreement including, by way of example only, its obligation to pay any Rights Fee (or any installment thereof) to BCB when due. Where such breach does not involve any failure to pay the Rights Fee or to deliver any bank guarantee when due, BCB shall suspend performance only of those of its obligations which relate to the BCB Event in respect of which the breach has occurred and then only in a manner which is, in the reasonable opinion of BCB, proportionate to the breach.
- 6.3 Notwithstanding the above, failure of the Worldwide Media Rights Holder to comply with any of the provisions of Clause 3 will entitle BCB to immediately, without any prior notice, terminate this Agreement and it will be open to BCB to enter into a private arrangement/negotiation for some or all of the Rights with another 3rd party until a fresh tender is finalized in order to meet its ongoing requirements. All expenses incurred by BCB until the fresh tender is finalized to meet its requirements resulting

from a breach by the Worldwide Media Rights Holder of the provisions of Clause 3 will be at the risk and cost of the Worldwide Media Rights Holder.

7. CONSEQUENCES OF TERMINATION:

- 7.1 Upon expiry or termination of this Agreement for any reason whatsoever:
 - (a) All of the Rights shall forthwith revert to BCB;
 - (b) The Worldwide Media Rights Holder shall immediately cease to exercise and exploit the Rights, BCB Marks, and the Home Series Event marks and shall not thereafter use or exploit its previous connection with BCB or any of the BCB Events, whether directly or indirectly;
 - (d) BCB shall immediately thereafter be entitled to grant all or any of the Rights to any third party;
 - (e) BCB and the Worldwide Media Rights Holder shall promptly return to the other all property of the other within its possession;
 - (f) The Worldwide Media Rights Holder shall forthwith remit to the Designated Account the balance of the Rights Fee and any other sums that are outstanding and to be accounted for under this Agreement; and
- 7.2 Save where expressly stated otherwise, the expiry or termination of this Agreement shall be without prejudice to any rights already accrued to either of the parties under this Agreement.

8. INDEMNITY:

The Worldwide Media Rights Holder indemnifies and hereby keeps BCB indemnified fully from and against all claims, demands, actions, proceedings, damages, liabilities, costs and expenses whatsoever (including legal fees and expenses actually incurred) arising directly or indirectly out of any breach or non-performance by the Worldwide Media Rights Holder of any or all of its obligations, undertakings, warranties or assurances specified herein.

9. BPL T20'S SCHEDULE, TEAM AND VENUE:

- (i) The BCB and BPL Governing Council (BPL GC) reserves the right to make any changes to the declared schedule of Matches of the BPL T20 Tournament for a period of one (01) edition/season i.e. 12th edition of BPL T20. BCB undertakes to advise the Worldwide Media Rights Holder as soon as practically possible. The Worldwide Media Rights Holder shall be required to take out an appropriate insurance policy to cover the payment of and liability for the Rights Fees in the event of the non-telecast, cancellation or partial cancellation, postponement, relocation or curtailment of a Match for whatever reason, or any other factor which impacts, or may impact, on the Rights during the Agency Period, for whatever reason. Under no circumstances shall BCB be liable for any change of Schedule of Matches, any change of law or any governmental decree or action which impacts, or may impact, on the Matches or the Rights.
- (ii) BCB shall finalize the venues to be used for the BPL T20 Tournament for a period of one (01) edition/season i.e. 12th edition of BPL T20 at its sole discretion; however, BCB reserves the right to make any changes to the declared venue of Matches of the BPL T20 Tournament in which event BCB undertakes to advise the Worldwide Media Rights Holder as soon as practically possible of any such changes.
- (iii) For avoidance of doubt, BCB reserves the right to schedule, re-schedule, cancel, partially cancel, postpone, relocate, curtail of matches, of the BPL T20 Tournament in any of the one (01) edition/season i.e. 12th edition of BPL T20 at any time at its sole discretion. Under no circumstances shall BCB be liable for any change of Schedule of Matches, any change of law or any governmental decree or action which impacts, or may impact, on the Matches or the Rights.

(iv) Any technical issues regarding Official Match Timing in the 12th edition of the BPL T20 Tournament shall be set out in BPL T20's Standard Playing Conditions and it may be changed from time to time.

10. COMPENSATION

- 10.1 If for any reason BCB fails to organize and stage any the BPL T20 Tournament i.e. 12th edition of BPL T20, the BCB shall not be liable under any circumstances to pay compensation of any nature to the Worldwide Media Rights Holder.
- 10.2 For any breach under this agreement the BCB may claim compensation to the Worldwide Media Rights Holder.

11. TRADEMARK PROTECTIONS AND INTELLECTUAL PROPERTY:

- 11.1 BCB hereby grants to the Worldwide Media Rights Holder the non- exclusive right to use the BCB / Home Series Event Marks and the exclusive rights to use the designations set out below (and such other designations as may be approved by BCB) in order to advertise and promote its broadcast of the BCB Events:
 - (i) "Official Worldwide Media Rights Holder" for (Satellite TV Broadcasting and Digital OTT Rights for Global including Bangladesh) BPL T20 Tournament for a period of one (01) edition/season i.e. 12th edition of BPL T20;
 - (i) "Media Right Holder (Satellite TV Broadcasting, and Digital OTT Rights for Global including Bangladesh) for BPL T20 Tournament for a period of one (01) edition/season i.e. 12th edition of BPL T20 "; and
 - (ii) <u>"Broadcast Partner for (Satellite TV Broadcasting and Digital OTT Rights for Global including Bangladesh)</u> BPL T20 Tournament for a period of one (01) edition/season i.e. 12th edition of BPL T20 "; and
- 11.2 Other than expressly set out herein, the Worldwide Media Rights Holder shall not adopt, create or begin to use:
 - (a) any registered or unregistered trademarks owned or used by BCB including, without limitation, the BCB Mark and BCB Event Marks in any language whatsoever; or
 - (b) any term which is confusingly similar to is a colorable imitation of, or is a derivation of, or which unfairly competes with, any such trademarks.
- 11.3 The Worldwide Media Rights Holder shall not oppose any of the trademark or copyright applications filed by BCB or its affiliates, nominees or authorized agents in respect of any of the BCB Marks and the Home Series Event Marks. The Worldwide Media Rights Holder and/or any Sub-Licensee shall not in any way challenge, or apply for any copyright, trademark, or patent protection, or domain name registration (whether in respect of, or in relation to, any of the BCB Marks or the Home Series Event Marks or otherwise), which would adversely affect BCB"s proprietary, interests in the same, or assist any person to do so.
- 11.4 All Intellectual Property (including, without limitation, copyright) that subsists in the Feed, Footage, Audiovisual Coverage and International Commentary (including transmissions and recordings thereof by the Worldwide Media Rights Holder and each Sub-Licensee) shall vest in, and be owned by, BCB for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity.
- 11.5 To the extent that any such Intellectual Property vests in the Worldwide Media Rights Holder or Production Company under applicable law by virtue of the Worldwide Media Rights Holder or the Production Company having produced or created the same, the Worldwide Media Rights Holder shall ensure that all such Intellectual Property and other proprietary rights in the broadcast signal, Feed, Footage and Audiovisual Coverage (including, without limitation, copyright) that subsist in the Unilateral Coverage and Unilateral Commentary (including all transmissions and recordings of the same) shall, upon creation thereof, be assigned by the Worldwide Media Rights Holder, Production Company for the full term of copyright including all renewals, reversions and extensions thereof and thereafter in perpetuity. In the case of copyright, such assignment will be by way of a present assignment of future copyright.

12. CONFIDENTIALITY

Neither party shall disclose (or permit or cause its employees, agents or representatives to disclose), the marketing plans of the other party, or other confidential material or information disclosed to it (including the terms of this Agreement and any information disclosed during audit), to any third party, without the prior written consent of the party to whom the duty of confidentiality is owed, except to its Board of Directors or as may be required by law or to reasonably fulfill such party's obligation under this Agreement. Either party shall be entitled to any and all remedies available at law or in equity, including injunctive relief, in the event of any breach of such commitment to confidentiality. However this will not apply to right fees agreed by the Worldwide Media Rights Holder. The Worldwide Media Rights Holder shall not be permitted to hold a press conference in relation to the awarding of the Rights without the prior consent of BCB.

13. WAIVER:

The failure at any time of the Worldwide Media Rights Holder or BCB to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and either party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions.

14. ASSIGNMENT:

The Worldwide Media Rights Holder shall not assign, at law or in equity (including by way of a charge or declaration of trust), transfer, charge or deal in any other manner with this Agreement or any rights or obligations under this Agreement, or subcontract any or all of its obligations under this Agreement except with the prior written approval of BCB. BCB shall be entitled to assign its rights and obligations under this Agreement to any entity in its absolute discretion.

15. NOTICE:

All notices, requests, demand and other communications required or permitted to be given pursuant to or in connection with this Agreement shall be in writing in The English language and signed by the Party or by a duly authorized officer of the Party giving such notice, and shall be addressed as follows to the other Parties at the addresses set forth below or at such other address as may from time to time be given to the other Parties in writing for such purposes, and shall be (a) delivered personally or by overnight courier, (b) or sent by registered mail or (c) e-mail to the following addresses and persons:"

BANGLADESH CRICKET BOARD

Nizam Uddin Chowdhury

Chief Executive Officer
Bangladesh Cricket Board
Sher-e-Bangla National Cricket Stadium
Mirpur, Dhaka-1216
Bangladesh

Phone : +880 2 8031001-4 Cell : +880 171 3034333

Email: nchowdhurv@bcb-cricket.com

(Name of The Company).

16. BCB/MEDIA RIGHT HOLDER RELATIONSHIP:

Nothing contained in this Agreement shall be construed as establishing an employer/ employee relationship or joint venture or partnership determined pursuant to instructions issued by BCB to the Worldwide Media Rights Holder and BCB shall not be

responsible in any way for acts or omissions of the Worldwide Media Rights Holder beyond the scope of its authority, whether implied, apparent or otherwise under this Agreement.

17. REMEDIES:

In the event either party breaches any term or condition of this Agreement, the non-breaching party shall seek interim relief only from the tribunal of arbitrators as set out in clause 17 below only, provided that nothing shall prevent either party from seeking urgent injunctive relief through the courts of Bangladesh in order to protect their rights under this Agreement.

18. GOVERNING LAW AND DISPUTE RESOLUTION:

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of Bangladesh. Any dispute arising out of or in relation to this Agreement involving the interpretation or implementation of the clauses of this agreement, or the breach, termination or validity thereof, shall be resolved in accordance with the procedures specified in this Clause which shall be the sole and exclusive procedure for the resolution of any and all such disputes before seeking recourse to Arbitration.
- 18.2 The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by good faith negotiations for a period of Seven (7) working days from receipt of written notice from either party that a dispute has arisen.
- Any dispute arising out of or in relation to this Agreement involving the interpretation or implementation of the clauses of this agreement, or the breach, termination or validity thereof which has not been resolved as provided herein above within Seven (7) working days of the good faith negotiation, shall be settled exclusively by arbitration in Dhaka in accordance with the Arbitration Act 2001 of Bangladesh. The arbitration tribunal shall consist of 3 Arbitrators, with each party designating one arbitrator and the said chosen arbitrators designating the third arbitrator as the Chairman. The seat of arbitration shall be Dhaka, Bangladesh and the language of arbitration shall be English. The decision of the arbitral tribunal shall be final and binding.
- 18.4 The parties hereby agree any award of the tribunal may be enforced in any court of competent jurisdiction.
- 18.5 Notwithstanding the above, any Bank Guarantee furnished by the Worldwide Media Rights Holder under this Agreement shall not come within the purview/scope of this arbitration clause.

19. SECTION CAPTIONS:

Section captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of the Agreement or any provision hereof.

20. ENTIRE CONTRACT:

Upon execution, this Agreement shall constitute the entire understanding between the parties and, as such, may not be altered or modified except by an agreement in writing signed by all parties. Any previous agreements or understandings between the parties on the subject matters herein shall have no further force or effect.

21. SEVERANCE:

If any provision of this agreement shall be found by any court, government or administrative body, of competent jurisdiction, to be invalid or unenforceable, the invalidity or un-enforceability of such provision shall not affect the other provisions of this agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provisions with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

22. CHANGE IN LAW:

In the event of any change in Applicable Law anywhere in the world after execution of this Worldwide Media Rights Agreement that would impose further or additional obligations upon the Worldwide Media Rights Holder, the Worldwide Media Rights Holder hereby agrees to perform the said further or additional obligations to the extent applicable to the change in law at its own cost.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY, MONTH AND YEAR WRITTEN ABOVE.

FOR AND ON BEHALF OF:	FOR AND ON BEHALF OF:
BANGLADESH CRICKET BOARD	(Name of the Company)
Name: Nizam Uddin Chowdhury Designation: Chief Executive Officer, BCB.	Name: Mr. Designation:
Witness:	Witness:
Name: Designation:	Name: Designation:
Address: Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka -1216, Bangladesh.	Address:
Witness:	Witness:
Name: Designation: Address: Sher-e-Bangla National Cricket Stadium, Mirpur-2, Dhaka -1216, Bangladesh.	Name: Designation: Address:

ANNEXURE - B

PRODUCTION LEVEL AND RELEVANT SPECIFICATIONS

BCB shall be responsible for TV production of the BPL T20 Tournament for a period of one (01) edition/season i.e. 12th edition of the BCB will decided TV production level and Technical Specification at its sole discretion.	of BPL

ANNEXURE - C

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Name of	the Bank
То	Bank Guarantee No.
	For Taka [BDT only]
	Date of Issue:
	Date of Expiry:
Bank Guarantee No Date: for Tk	(BDT) only.
Name of the Bank, a banking company having its Head Office at	(herein referred to as the "Guarantor")
IN FAX	OR OF
, having its Head Office at	
Now, we, Name of the Bank, Branch "GUARANTOR" herebundertake.	by issue the irrevocable and unconditional Guarantee and hereby agree 8
To pay forthwith up to a sum of Tk/= (Taka) only cavil or reference to the Client.	to name of Beneficiary on your written demand unconditionally and withou
2. Our liability under this Guarantee is limited to Tk	Taka) only.
This Guarantee will remain valid for nextfr pne year/en-cashed upon receiving request from the Beneficiary in writing	rom the date of issue. This Guarantee however shall be renewed for furthe within the validity.
Date:	
Authorized Signatory) (Authorized Signatory)	zed Signatory)

ANNEXURE - D

Tentative Schedule of BPL T20 Tournament

(For a period of one (01) edition/season i.e. 12th edition of BPL T20)

SL No	Edition	Teams	Date (Tentative)	Year (Tentative)	Days (Tentative)
1	12 th Edition	05	Mid Dec 2025- Mid Jan 2026	2026	25

Note: BCB reserves the right to increase or decrease the number of participating teams, commencement date, and year of any edition/season of the BPL T20 tournament at its sole discretion.

Note:

- 1. This is a tentative itinerary. Number of matches are indicative and may increase or decrease. Type of Matches, Match timing, dates and venues are subject to change. Match schedule shall be finalized by BCB at its sole discretion.
- 2. The rights fee must be paid by the Worldwide Media Rights holder in accordance with the payment schedule of the Worldwide Media Rights Fee. The Worldwide Media Rights Holder is liable to pay an additional rights fee if the number of matches increase in any the BPL edition/season during this Worldwide Media Rights term. Finalization of the value for any additional match in any the BPL edition/season shall be determined by mutual discussion in a logical manner.
- 3. In the event of the cancellation of any match (cancelled/ abandoned without a ball being bowled) in any the BPL edition/season under this contractual tenure, the Worldwide Media Rights Holder shall pay the rights fee on a pro-rata basis, considering the value of the respective matches of the BPL edition/season.